

**April 1, 2012 — March 31, 2014**

**Collective Agreement**

**Vancouver Community College**

**and**

**Vancouver Community College  
Faculty Association**



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# STATEMENT OF AGREEMENT

THIS AGREEMENT is effective as of **April 1, 2012**

BETWEEN:

**Vancouver Community College**, of the City of Vancouver, in the Province of British Columbia,  
(hereinafter called "the College")

OF THE FIRST PART;

AND:

The **Vancouver Community College Faculty Association** (Broadway and Downtown campuses and any other designated satellite locations thereof), Vancouver Community College, of the City of Vancouver, in the Province of British Columbia,

(hereinafter called "the Association")

OF THE SECOND PART.

WHEREAS the College is an employer within the meaning of the *Labour Relations Code*;

AND WHEREAS the Association is a trade union within the meaning of the said Code and is the bargaining agent for the employees in a unit composed of instructors, counsellors, health nurses and librarians in programs conducted by and at Vancouver Community College Downtown and the Broadway Campus of the College and any other designated satellite locations thereof;

NOW THIS AGREEMENT WITNESSETH that the parties hereto agree each with the other as follows:

## 1 AGREEMENT

### 1.1 Purposes of Agreement

1.1.1 This Agreement has been developed through the cooperative efforts of the College and the Association.

1.1.2 The purposes of this Agreement are to:

- a) foster cooperative and harmonious relations between the College, the Association and the Employees;
- b) establish the working conditions and remuneration for the Employees; and
- c) facilitate the just resolution of any differences which may arise between the parties.

### 1.2 Term of Agreement

1.2.1 This Agreement shall be for a term of 24 months from **April 1, 2012** to **March 31, 2014**, both dates inclusive.

- 1.2.2 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.

### **1.3 Notice to Commence Bargaining**

Either party to this Agreement may at any time within 4 months immediately preceding the expiry of this Agreement by written notice require the other party to commence collective bargaining.

Where notice to commence collective bargaining has been given in writing to the other party, the parties shall, within 10 working days after receipt of said notice, commence to bargain collectively in good faith, and make every reasonable effort to conclude a collective agreement or renewal or revision of it.

### **1.4 Precedence of Agreement**

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

## **2 INTERPRETATION AND DEFINITION**

### **2.1 Area**

For the purposes of Article 4, (Qualifications, Hiring, Appointments and Change in Type of Appointment) and Article 11, (Reduction, Severance Pay and Recall), the term “area” shall be the instructional unit(s) listed in Appendix II (Areas).

### **2.2 Auxiliary**

“Auxiliary” are those employed for unspecified periods on a day-to-day basis whether for full days or partial days. Auxiliary employment shall not normally exceed 19 consecutive duty days. For those instances where the length of assignment was not accurately predicted, the College will count retroactively the 19 duty days toward regularization. Auxiliary employees are covered by the following provisions:

Article 1	Agreement	Article 7.5	Christmas Holiday
Article 2	Interpretation and Definitions	Article 7.17	Employment Insurance
Article 3	Association Rights	Article 12	Grievance Procedure
Article 4	Qualifications, Hiring, Appointments and Change in Type of Appointment	Article 19	Personnel Files
Article 5	Salaries and Allowances	Article 23	Human Rights
Article 6	Assigned Duty, Working Conditions and Professional Development	Article 24	Sexual and Personal Harassment
Article 7.2	Annual Vacation	Article 25	Personal Health and Safety
Article 7.3	Statutory Holidays	Article 27	Liability Insurance
Article 7.4	Observance of Statutory Holidays	Article 29	Criminal Records Check

**2.3 College or Employer**

The "College" or "Employer" is the Board of Vancouver Community College.

**2.4 College President**

The "College President" is the Chief Executive Officer of the College.

**2.5 Dean**

A "Dean" is a Dean of the College. This person shall not be a member of the Association.

**2.6 Delegate**

A "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 Association.

**2.7 Department Leader**

"Department Leader" means a faculty member who is a Department Head, Assistant Department Head, Coordinator I, or Coordinator II.

**2.8 Director**

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

**2.9 Duty Day**

"Duty day" means every day an employee is on assigned duty either full-time or part-time, pursuant to Article 6, (Assigned Duty, Working Conditions and Professional Development).

**2.10 Employee**

"Employee" is any person covered by this Agreement.

**2.11 Fiscal Year**

A fiscal year begins April 1 of each year and ends on March 31 of the following calendar year. These dates are subject to change through provincial legislation.

**2.12 Full-time**

"Full-time" are appointments on a full-time basis as per Article 6, (Assigned Duty, Working Conditions and Professional Development).

**2.13 Instructor**

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.

**2.14 Interpretation**

In this Agreement, unless the context otherwise requires, words importing the singular number shall include the plural number and vice versa.

**2.15 IRA**

"IRA" means a faculty member who is a Department Leader or an Instructional Associate.

**2.16 Part-time**

"Part-time" are appointments on a less than full-time basis as per Article 6, (Assigned Duty, Working Conditions and Professional Development).

**2.17 Permanent Regular**

"Permanent regular" are those holding half-time or more appointments that are expected to be continuous from year to year.

**2.18 Probationary Regular**

"Probationary regular" are those holding half-time or more appointments, who are serving a probationary period of one year, prior to being confirmed in their appointments as permanent regular instructors.

**2.19 Spouse**

The term "spouse" shall include a legal or common-law spouse including a spouse of the same gender defined as follows:

- a) the employee's spouse by virtue of a legal marriage; or
- b) the employee's partner who is eligible to be qualified as a spouse under the following terms:

- a partner who, at the time of the qualification, is publicly maintained and represented as the employee's spouse and has continuously been so maintained and represented for at least the previous 12 months; and
- provided that there is no regulatory or statutory impediment external to the College's control.

## **2.20 Term**

2.20.1 "Term" are those appointed under written appointments of employment which stipulate starting and ending dates.

2.20.2 A term appointment does not obligate the College to offer nor the employee to accept subsequent reappointment except as provided in Article 4.8.4 (3) (Appointment Sequence) and Article 4.8, (Procedures for Term Appointments).

This provision will not affect the appointment of an instructor eligible for regular appointment in keeping with the provisions of Article 4.9, (Change in Type of Appointment).

## **2.21 Time-status of Appointments**

"Time-status" refers to full-time work or portions thereof specified in an instructor's appointment(s) e.g. full-time, half-time, three-quarters time, two-thirds time, etc.

## **2.22 Vice President**

A "Vice President" is a Vice President of the College. Where there is no administrative officer with the title "Vice President", the highest ranking administrative officer(s) shall be deemed to be a Vice President.

# **3 ASSOCIATION RIGHTS**

## **3.1 Association Dues**

All employees covered by the Association's certificate of bargaining authority shall, as a condition of employment, pay a monthly fee to the Association equal to the monthly dues as determined from time to time in accordance with the by-laws of the Association. Such payment will be made by means of payroll deduction in accordance with the provisions of the *Labour Relations Code* as amended. This deduction shall become effective on the first day of the month coincident with or next following the date of appointment.

## **3.2 Association President**

The Association President is the duly elected chief executive officer of the Vancouver Community College Faculty Association. The Association President shall be considered an employee at all College locations.

### **3.3 Job Security**

- 3.3.1 The College continues to recognize the Vancouver Community College Faculty Association as the bargaining agent for all instructors, counsellors and librarians in programs and services conducted by the Employer at all College locations.
- 3.3.2 The Association recognizes the ongoing need of the College for flexibility in offering courses and programs through the Centre for Continuing Studies.
- 3.3.3 Article 3.3.1 does not apply to courses or programs conducted by the College through the Centre for Continuing Studies prior to August 31, 1990.
- 3.3.4 After August 31, 1990, for courses or programs which are substantially similar to those taught by instructors currently within the jurisdiction of the Vancouver Community College Faculty Association bargaining unit, appropriately qualified persons shall be employed to provide the instruction under the terms and conditions of the current Collective Agreement.
- 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 the Centre for Continuing Studies 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 the Centre for Continuing Studies from another instructional School or Centre, Article 3.3.4 above, will apply.

### **3.4 Stewards**

- 3.4.1 The College shall recognize 12 Association Stewards as representatives of the Association to deal with matters arising from the administration of the Collective Agreement. The College shall also recognize in addition to the aforementioned stewards, the Association Chief Steward as the chief representative of the Association to deal with matters arising from the administration of the Collective Agreement. In the absence of a Steward or the Chief Steward, the College shall recognize an Association-appointed alternate as the representative of the Association.
- 3.4.2 The Chief Steward and Stewards shall be granted a reasonable period of leave from normal duties with full pay and benefits to perform their duties as stewards. They shall make scheduling arrangements with their respective Department Heads to ensure that the needs of the department are met.
- 3.4.3 Notwithstanding the provisions of Article 3.4.2, absences of the Chief Steward for meetings with representatives\* of the College pertaining to grievance and/or contract administration shall be with full pay and benefits. However, for other absences of the Chief Steward, the Association shall reimburse the College as per Article 3.6, (Association Business).

For the purposes of this Article, the representative of the College shall be the appropriate Vice President or delegate.

3.4.4 Representing Members

Stewards shall have the right to be present and represent members at meetings with management that deal with potential disciplinary action or other issues arising from the interpretation or application of this Agreement.

**3.5 Attendance at Meetings**

(See Common Agreement, Article 3.4)

3.5.1 The College shall grant paid leave to representatives of the Association for the purpose of carrying on negotiations with the College or attending any meeting connected with management-employee relations. The representatives of the Association shall make scheduling arrangements with their Department Heads in order to ensure that the needs of the department are met.

3.5.2 Meetings between the Association and the College as well as Association meetings conducted during duty hours shall be held at times mutually agreed upon.

**3.6 Association Business**

3.6.1 With the approval of the appropriate Vice President, employees delegated by the Association to attend to Association affairs may be granted necessary leave of absence without pay to accommodate such involvement; it being understood that such leave of absence shall be mutually agreed between the Vice President and the Association and that such approval shall not be unreasonably withheld.

3.6.2 The College shall, upon request from the Association, grant a full or part-time leave of absence to a member of the Association for the purpose of performing duties with the Association or the Federation of Post Secondary Educators provided that:

- a) requests for such leave are made, in writing, by the Association President to the **Executive Director, Human Resources**, whenever possible at least 2 months prior to the commencement of such leave;
- b) such leaves shall not exceed 2 years in length;
- c) the needs of the Department can be met; and
- d) the Association shall notify the College 4 months in advance of the return to the College of an employee on leave where such leave is in excess of 4 months.

3.6.3 The College shall continue to pay an employee granted leave under Articles 3.6.1 and 3.6.2 full pay and benefits, for which the Association shall reimburse the College as follows:

- a) leaves of up to and including 10 consecutive days - at salary cost;
- b) leaves of over 10 consecutive days and up to, but not including one year - daily rate based on 202 days plus 16%; and

- c) leaves of one year or longer - actual salary and benefits costs for full years and fraction of years on a pro rata basis.

3.6.3.1 Should the College incur additional fringe benefit costs as a result of such leaves such costs shall be identified within a reasonable period of time to the Association for their approval and subsequent reimbursement. Such approval shall not be unreasonably withheld.

### 3.7 Copy of Agreement

The College shall provide to the Association sufficient copies of this Agreement so that every employee can receive a copy. The College shall provide newly appointed employees with a copy of this Agreement when they are sent their initial appointment or letter of appointment.

The cost of printing of the Agreement shall be equally shared by the College and the Association.

### 3.8 Recognition of Picket Lines

Employees shall not be disciplined, suspended or dismissed by the College for refusing to cross a legal picket line. Where employees refuse to cross a legal picket line at their normal place of duty, they shall be considered absent without pay in accordance with the *Labour Relations Code* as amended.

### 3.9 Information to the Association

3.9.1 The College shall notify the Association of the terms of employment and salaries of all employees who are offered a regular appointment within 5 days of receipt of signed confirmation of their appointment to the position.

3.9.2 The College shall notify the Association of the terms of employment and salaries of all employees who are offered term appointments within 5 days of receipt of signed confirmation of their initial appointment to the position. Copies of all subsequent offers of term appointment letters indicating the terms of employment and salaries of employees shall be **provided** to the Association within 5 days of issuance of the letter of a term appointment.

3.9.3 The College shall provide the Union with the following reports at the beginning of each month, in electronic format:

- a) a report listing the following information for each employee for the previous month: name, Banner identification, employee status, Association dues deducted, and gross pay; and
- b) a separate report listing the following information for each auxiliary employee for the previous month: name, Banner identification, employee status, Association dues deducted, and gross pay.

3.9.4 Upon receipt of a written request from the Association, the College shall, within 60 days, and in any event, once a year in the month of September provide the Association with the following employee and financial information:

- a) listings of current employees to include the name, address, department and area, step on scale, type of appointment(s), time status and rate of pay;
- b) a list of employees who have retired or who have died in the past fiscal year;
- c) a list of employees on leaves of absence indicating type of leave;
- d) a copy of all prepared information of a public nature, including annual financial reports, audits and budgets;
- e) phone numbers (when permission is not withheld by employees); and
- f) number of term appointments issued annually.\*

\* College will provide once computerized system is available.

3.9.5 Notwithstanding the provisions of this Agreement, the College will continue to **provide** the personal information referenced in Article 3.9.3 to the Association, provided that in doing so the College is not in contravention of the *Freedom of Information and Protection of Privacy Act*.

3.9.6 The College shall provide the Association with the following:

- a) College Board public meeting agendas and attachments, when issued;
- b) Minutes of public College and representational committee meetings, when issued; and
- c) any other information which the College Board, at its discretion, agrees to provide.

3.9.7 The College shall copy the Association on any correspondence to employees related to the interpretation and/or application of this Agreement unless confidentiality has been requested by the employees concerned.

### 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. With the written agreement of the parties, subcommittees which may include non-Joint Steering Committee members may be established to deal with specific matters.

3.10.2 The Joint Steering Committee shall be a standing union management committee with a mandate for the following:

- a) Performance Appraisal – to oversee the performance appraisal process for all employees as detailed in the attached Appendix VI, (Guidelines for the Performance Appraisal of Permanent Regular Instructors and as per Article 15, (Performance Appraisal of Permanent Regular Employees).
- b) 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, (Evaluation of Probationary Regular and Term Employees).

- c) 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 VIII (Guidelines for the Evaluation and Appraisal of Instructors with Responsibility Allowances) and as per Articles 15 and 16.
- d) Any other matters that the College and the Association agree in writing to refer to the Article 3.10, (Joint Steering Committee).

- 3.10.3 Human Resources, **Institutional Research**, 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).

### **3.11 Consultation on Instructional and Administrative Matters**

- 3.11.1 The effective conduct of the College's operation requires the active and continuing participation of the Association.
- 3.11.2 Where not specified in this Agreement, the management of significant matters affecting the development and implementation of the College's operation shall be carried on through consultative processes. "Significant" shall mean matters in any area identified by either party as being significant to it. "Consultative" shall mean processes that involve the serious exchange of information and ideas before action is taken.
- 3.11.3 The Association shall have representation, with vote, on the Operations Council and any similar council established by the College concerning significant instructional or administrative policy matters.

## **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 4.8.4, (Appointment Sequence); 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 Human Resources will forward the draft posting to the Dean to review and return to Human Resources. The Association will be provided with a copy of the posting at the time it is posted. The Area Hiring Recommendations Committee will be allowed a reasonable length of time to review the posting in order to prepare for the selection process.

4.1.4 Except for those permanent regular appointments made pursuant to Article 4.9, (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 Applications for Available Regular or Term Appointments or Auxiliary Work**

4.2.1 Regular Appointments

4.2.1.1 Upon approval of the Dean/Director, the Department Head will request that Human Resources post the notice of a new regular appointment pursuant to Article 4.1, (Postings of Available Work).

4.2.1.2 Except for those permanent regular appointments made pursuant to Article 4.9, (Change in Type of Appointment), all individuals, including current term and auxiliary employees, must apply for regular appointments, complete the hiring recommendation process and shall require a recommendation from an Area Hiring Recommendation Committee (AHRC) as outlined in Article 4.3.3.

4.2.2 Term Appointments or Auxiliary Work

Prior to being offered a term appointment or auxiliary work, all individuals must complete the hiring recommendation process and be recommended by an AHRC. The individual need only be recommended by an AHRC once for each area, whether first hired as a term appointment or as an auxiliary. However, an individual

who has not worked in the area during the previous twenty-four (24 months must be recommended by the AHRC again prior to rehire in that area.

- 4.2.3 Current employees must apply for additional regular or term appointments or for auxiliary work outside their current area(s), to ensure that each area's AHRC process is followed and that they meet the hiring criteria for any additional area.

### **4.3 Area Hiring Recommendation Committees' Hiring Process**

- 4.3.1 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.

#### **4.3.2 Hiring Recommendation Process and Qualifications**

- 4.3.2.1 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.

- 4.3.2.2 Where the Dean/Director or the department, or both, are considering revisions to the hiring qualifications in any area, the Dean or Director shall so advise the Association prior to any revisions being recommended to the appropriate Vice President for approval. **The process for such revisions is found in Appendix XX, (Revising Area Hiring Qualifications).** 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.

- 4.3.2.3 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 4.9.2).

- 4.3.3 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.

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

- 4.3.5 Members of the AHRC will receive orientation and training regarding the hiring recommendation process.

4.3.6 The AHRC will follow the approved hiring recommendation process for all candidates, as per Article 4.3.2, (Hiring Recommendation Process and Qualifications). Applicants will be advised by the College that it is their responsibility to present all information regarding their qualifications and suitability for the position.

4.3.7 When a new regular appointment is posted, all short-listed applicants, internal and external, will be interviewed by the AHRC.

#### **4.4 AHRC Recommendations**

4.4.1 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 Dean or Director for approval.

4.4.2 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. For continued or subsequent employment, the instructor must meet the hiring criteria for that area and be recommended by an AHRC within two months of first being employed. The Department Head of the area will be responsible to convene an AHRC for this purpose.

4.4.3 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 4.8.4(3), or change in type of appointment pursuant to Article 4.9, (Change in Type of Appointment).

#### **4.5 Appointments and Appointment Letters**

4.5.1 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.

4.5.2 All employees shall be appointed with a written letter of employment.

4.5.3 Employees who are offered regular appointments shall confirm acceptance by signing and returning one copy of their offer of appointment letter to the College.

4.5.4 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.

#### **4.6 Probationary Instructors**

4.6.1 Probationary instructors' appointments to regular instructor status outside of the process outlined in Article 4.9, (Change in Type of Appointment), shall have a one year probationary period as per Article 2.18, (Probationary Regular).

4.6.2 Probationary regular instructors shall be evaluated as per Article 16, (Evaluation of Probationary Regular and Term Employees), 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.

4.6.3 The College reserves the right to waive the probationary period requirement of such appointments.

4.6.4 **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 Employees), 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.

**4.7 Term Appointments**

4.7.1 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).

4.7.2 Before any term appointment is made in a department or area, all regular employees who are eligible for recall as per Article 11.7, (Recall) shall be recalled.

4.7.3 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).

4.7.4 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.

**4.8 Procedures for Term Appointments**

4.8.1 Interested part-time regular instructors, as per Article 4.7.3, and all term instructors, as per Article 4.8.4, (Appointment Sequence), 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.

4.8.2 Term appointments shall be offered to a maximum of full-time to instructors as per Article 4.8.4, (Appointment Sequence).

4.8.3 Term instructors who refuse offers of work shall remain eligible with undiminished rights for subsequent appointments subject to Article 4.8.4, (Appointment Sequence).

**4.8.4 Appointment Sequence**

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

- a) to employees on recall as per Article 11.7, (Recall);
- b) to part-time regular employees as per Article 4.7.3;
- c) to term employees who have held term appointments for a minimum of 6 months in the area, on the basis of seniority; then
- d) to individuals who have been recommended by an AHRC.

4.8.5 Term instructors entitled to right of first refusal for 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.

4.8.6 Instructors have the right to change their appointment requests in writing one month before the assignment begins.

4.8.7 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.

4.8.8 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.

4.8.9 Both the College and the instructor shall fulfil 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.

4.8.10 After any appointment is complete, instructors retain their right to further appointment subject to Article 4.8.4, (Appointment Sequence).

**4.9 Change in Type of Appointment**

4.9.1 Subject to Article 4.3.4, 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).

- 4.9.2 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 4.9.1 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.
- 4.9.3 For the purposes of regularization, no instructor may accrue more than 202 duty days in a fiscal year.
- 4.9.4 In the event there is no instructional position available, instructors shall be subject to Article 11, (Reduction, Severance Pay and Recall).
- 4.9.5 The time-status of regular appointments granted as per Article 4.9.1 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.
- 4.9.6 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.

## **5 SALARIES AND ALLOWANCES**

(See Schedules in Appendix I, (Salary Schedule). See Common Agreement, Article 12)

### **5.1 Per Diem Rate**

The per diem rate for instructors is calculated by dividing the annual rate by 202. Annual vacation pay, statutory holiday pay and Christmas holiday pay are included in each per diem amount thus calculated.

### **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 Appendix I, (Salary Schedule). The salary shall be payable as per Article 5.10, (Pay Periods).
- 5.2.2 Part-time regular employees shall be paid an annual salary determined in accordance with the per annum rates in Appendix I, (Salary Schedules) on a pro-rated basis. The salary shall be payable as per Article 5.10, (Pay Periods).

5.2.3 Regular employees employed for additional duty concurrent with their regular appointment shall be paid at the same step as their current step on Appendix I, (Salary Schedule).

### **5.3 Term Employees**

5.3.1 Term employees whose appointments are for a full year shall be paid on the same basis as regular employees.

5.3.2 Term instructors whose appointments are for less than a year and who are employed on a full-time basis, shall be paid on a per diem rate according to Appendix I, (Salary Schedule) for each assigned duty day worked.

5.3.3 Term instructors whose appointments are for less than a year and who are employed on a part-time basis shall be paid at an appropriate portion of the per diem rate payable for the appointment period.

5.3.4 When a term employee's appointment is cancelled for any reason within the first 2 weeks after the initial start date of the appointment, the term instructor will be compensated by being paid out at their step on the salary schedule in Appendix I, (Salary Schedule) for those days they were scheduled to work within that first 2 week period.

(See also Article 11.5.1, (Reduction Sequence for Term Employees))

5.3.5 A term instructor who obtains auxiliary work shall be paid at his/her term step rate for such work provided that:

- a) the instructor currently holds a term appointment in the same area; or
- b) the instructor previously held a term appointment in the same area, and the instructor meets the current area hiring qualifications.

### **5.4 Auxiliary Employees**

5.4.1 Auxiliary instructors who are employed on a full-time basis shall be paid a per diem rate according to Appendix I, (Salary Schedule) for each duty day worked.

5.4.2 Auxiliary instructors employed on a part-time basis shall be paid an appropriate portion of the per diem rate payable for the appointment period.

5.4.3 Auxiliary instructors shall be employed for a minimum of 3 hours per duty day.

### **5.5 Responsibility Allowances**

Annual responsibility allowances are payable to instructors in the following positions in accordance with the rates established in Appendix I, (Salary Schedule):

- Instructional Associates;
- Department Heads;

- Assistant Department Heads and Coordinators II; and
- Coordinators I.

5.5.1 Instructors appointed or requested to assume fully the duties of Instructional Associates, 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, (Salary Schedule) 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.

## **5.6 Initial Placement**

5.6.1 Nothing in this Agreement shall prevent employees from being hired on a salary step above the minimum step or above the step placement granted in Article 5.6.5.

5.6.2 Auxiliary employee rates shall normally be based on the minimum step of the salary schedule in Appendix I, (Salary Schedule) for the first 19 consecutive assigned duty days and thereafter based on the step which reflects appropriate placement for the 20th and each subsequent day in the same discipline. This does not preclude the initial hiring of auxiliary employees at rates higher than the minimum step of the salary schedule.

5.6.3 All employees shall have the right to discuss their initial step placements with the appropriate Vice President or delegate. All employees have the right to have an Association representative present at any discussion.

5.6.4 It is the responsibility of newly hired employees to provide evidence of their credentials and experience in support of initial placement to Human Resources at the time of hire. The Dean, Director or Department Head shall advise each newly hired employee to provide their credentials and experience to Human Resources. In the event that a new employee does not provide evidence of their credentials in support of initial placement within one month of the date of receiving their first appointment letter, then Human Resources will determine the employee's initial step placement on the basis of the evidence provided.

### **5.6.5 Initial Placement Formula**

Provided an employee meets the hiring criteria of their area(s), the following criteria determines the number of steps beyond the minimum step at which employees will be initially placed.

5.6.5.1 Based on relevant academic, professional, trades or technical credentials from a recognized institution, step credits will be granted as follows:

- a) one step for the equivalent of one year or more of full time equivalent study resulting in a Diploma or Certificate(s); or
- b) 2 steps for a Bachelors level degree, Journeyman Certificate or the equivalent of 3 to 4 years of full time equivalent study resulting in a Diploma; or

- c) 3 steps for a Masters degree or equivalent; or
  - d) 4 steps for a Doctorate degree.
  - e) The appropriate Dean or Director will determine the relevancy and equivalency of educational credentials referred to in Article 5.6.5.1.
- 5.6.5.2 One additional step will be granted for the Instructor Diploma, or its equivalent as specified in Article 5.7.7, (Increments and Instructor Diploma) and Article 9.5.
- 5.6.5.3 Based on relevant teaching or work experience, additional step credits will be granted as follows:
- a) One step for each year of teaching or directly related work experience to a maximum of 5 steps.
  - b) For Article 5.6.5.3(a), only a full one-year equivalency (FTE) will be credited.
  - c) The appropriate Dean or Director will determine the relevancy and equivalency of teaching and work experience referred to in Article 5.6.5.3.
- 5.6.5.4 Pursuant to Article 5.7.7, (Increments and Instructor's Diploma), and Article 9.5, employees must have the Instructor's Diploma or equivalent in order to be granted placement at the top step of the salary scale in Appendix I, (Salary Schedules).
- 5.6.5.5 Notwithstanding Article 5.6.5.4, the appropriate Dean or Director may grant initial step placement, on an individual basis, upon consideration of special situations not covered by any of the above.
- 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 **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 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 initial placement.
- 5.6.9 New employees whose initial step 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.

## 5.7 Increments

- 5.7.1 Employees shall advance one step on the salary schedule in Appendix I, (Salary Schedule), on their increment dates subject to other provisions contained in this

Agreement. The increment dates are the anniversaries of their appointments provided that:

- increment dates for employees who commenced employment on or before the 15th day of any month shall be the first day of that month;
- increment dates of employees who commenced employment after the 15th day of any month shall be the first day of the month following.

5.7.2 Part-time service will result in a delay and alteration of the increment dates so that instructors receive their increments at the beginning of the month following the month in which the equivalent of 202 full-time assigned duty days have been accumulated.

5.7.3 In the case of absence because of illness, no change in the increment date shall be made for absences totalling 60 or fewer assigned duty days in any fiscal year after the expiration of usable sick leave.

5.7.4 The increment date cannot be advanced.

5.7.5 Service as auxiliary instructors cannot be used for increment purposes and auxiliary instructors are not eligible for increments.

#### 5.7.6 **Increments During Leaves**

5.7.6.1 Increment entitlement shall be delayed one month for each month of absence or any portion thereof exceeding 10 duty days unless employees are absent without pay as per Article 3.2, (Association President), Article 5.7.6.2 below, Article 8.9.1, (Maternity Leave and Parental Leave), Article 8.9.2, (Parental Leave), and Article 8.10.1, (Adoption Leave).

5.7.6.2 Pursuant to Article 5.7.6.1, increment dates shall not be delayed for such periods, during leaves of absence without pay, when the purpose of the leave is related to the employee's normal duties and responsibilities. Employees intending to take such leaves shall, at the time of leave application, request that their increment dates not be delayed for the duration of the leave. The appropriate Vice President's approval of such requests shall not be unreasonably withheld.

5.7.6.3 Absence from duty with pay will not result in delay in increments.

#### 5.7.7 **Increments and Instructor Diploma**

Pursuant to Article 9.5 Instructor Diploma or Equivalent, instructors must complete the "Instructor 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 in Appendix I, (Salary Schedule).

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

- valid B.C. Professional Teaching Certificate;

- VCC's Teaching English to Speakers of Other Languages (TESOL) Diploma (formerly known as Teaching English as a Second Language (TESL) Certificate); 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 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 Diploma or equivalent in order to obtain their 4th salary increment calculated from the date of transfer to the teaching assignment.

## **5.8 Advancement on the Salary Schedule**

5.8.1 When a regular or term employee obtains an academic, professional, trades or technical credential, or equivalent, appropriate to their subject area, and the degree, credential or equivalent has not been credited for initial step placement pursuant to Article 5.6, (Initial Placement), the employee may apply to Human Resources to have their step placement reviewed.

5.8.2 An employee will advance 1 step on the salary schedule, in addition to their annual increment provided pursuant to Article 5.7, (Increments), provided the employee meets the hiring criteria of their area(s) and subject to the following:

5.8.2.1 It is recommended that employees obtain approval from Human Resources prior to commencing work on a degree or credential to ensure the credential is appropriate to their subject area and will be considered for advancement on the salary scale.

5.8.2.2 Based on relevant academic, professional, trades or technical credentials from a recognized institution, credential equivalency will be based on at least one year or more of full time equivalent study resulting in a Diploma or Certificate(s), a Journeyman Certificate, or a Bachelors, Masters or Doctorate degree.

5.8.2.3 Employees who obtain the Instructor's Diploma or equivalent will be eligible for either:

- a) advancement of one step pursuant to this Article, provided the employee obtains their Instructor Diploma or equivalent prior to having their increment level frozen pursuant to Article 9.5, or
- b) their next increment level pursuant to Article 5.7.7, (Increments and Instructor Diploma) and Article 9.5,

but not both (a) and (b).

- 5.8.2.4 The appropriate Vice President will determine equivalencies and approve advancement on the salary schedule upon receiving proof of completion of an additional degree or advanced credential by the employee. Documentation of an additional degree or advanced credential must be provided to Human Resources.
- 5.8.3 Salary step advancement shall be effective on the first day of the month following the appropriate Vice President's approval of an employee's advanced step placement.
- 5.8.4 The appropriate Vice President may grant advancement on the salary schedule, on an individual basis, upon consideration of special situations not covered by any of the above.

## **5.9 New and Revised Rates – Classifications**

- 5.9.1 A rate change in the salary schedule in Appendix I, (Salary Schedule) or allowance applicable to a classification in which the duties have been altered substantially shall not be put into effect until both parties to this Agreement have approved the change. In the event that agreement cannot be reached within 7 working days, the matter shall be referred to an arbitration board established as provided in the final stage of the grievance procedure Article 12.5, (Stage III).
- 5.9.2 Before a rate for a new classification is put into effect, it shall be subject to the agreement of both parties to this Agreement. In the event agreement cannot be reached within 7 working days, the matter of the new rate shall be referred to an arbitration board established as provided in the final stage of the grievance procedure Article 12.5, (Stage III).

## **5.10 Pay Periods**

**The College agrees to pay all employees bi-weekly. All employees shall be paid by direct deposit.**

# **6 ASSIGNED DUTY, WORKING CONDITIONS AND PROFESSIONAL DEVELOPMENT**

## **6.1 Assigned Duty**

- 6.1.1 The term "assigned duty" refers to the forms of work which are listed below in Articles 6.1.2 and 6.1.3 and which are determined for each instructor under the terms of Articles 6.2.1 and 6.3.1. It is acknowledged that an instructor's professional responsibilities include more than assigned duty.
- 6.1.2 Assigned duty shall 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 Articles 6.2.1 and 6.3.1. In the assignment of duties priority shall be given to the instruction of students.

- class instruction
- shop instruction
- lab instruction
- practicum supervision
- clinical placement, supervision and instruction
- library professional services
- seminars as formal group activity
- field studies/trips
- administrative responsibilities for those receiving responsibility allowances
- counselling professional services
- tutorials
- distributed learning activities
- any other form of duty agreed to by the department and appropriate Vice President (or delegate).

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 Articles 6.2.1 and 6.3.1.

- student evaluation and/or placement
- marking
- office hours
- provision of information and/or resources to students
- administrative, School or Centre\*, departmental and/or committee meetings
- directing or supervising paraprofessionals and/or support staff
- liaison with industry, community or other agencies
- course, lesson or program preparation and related routine curriculum development work
- development of teaching aids and materials
- previewing and assessing new instructional materials

- other duties agreed to by the department and appropriate Vice President or delegate.

\* Schools and Centres are noted in Appendix II, (Areas)

6.1.4 The College will ensure that assigned duty time is scheduled in each department in each Fiscal Year, for the faculty members in the department to meet as a whole or in subgroups to discuss departmental work or issues. These meetings shall be scheduled in a manner that does not result in additional cost to the College or a reduction in instructional services.

## 6.2 Determination of Departmental Workload Profiles

6.2.1 In each department, the Department Head shall consult with the instructors in the department in order to determine which of the forms of work listed in Articles 6.1.2 and 6.1.3 shall constitute their assigned duties as well as the number of hours for each form of work. The decision of the Department Head shall be subject to the approval of the majority of the instructors in the department. The decision of the department shall then be subject to the approval of the appropriate **Dean or Director**. The approval of the appropriate **Dean or Director** shall not be unreasonably withheld.

6.2.2 In determining the forms of work that constitute instructors' assigned duties, departments are free to choose any of the forms of work listed in Articles 6.1.2 and 6.1.3 in a manner that meets the objectives of the course or program.

6.2.3 Where an instructor's assigned duty includes the forms of work listed in Article 6.1.3, the instructor shall ensure that the students have been given learning assignments normal to the course or program objectives.

6.2.4 In order to accommodate the duties listed in Article 6.1.3, instructors may combine classes at parallel or compatible levels of progress for such activities as lectures, labs, audio-visual presentations, presentation to students by guest speakers, field trips or supervision and monitoring of assigned classroom study.

6.2.5 The assigned duties of instructors in each department or area in effect as of October 1, 1992 shall be maintained unless changed through the process described in Article 6.2.1 and in accordance with the provisions of Article 6, (Assigned Duty, Working Conditions and Professional Development).

## 6.3 Hours of Assigned Duty

6.3.1 There shall be a maximum of 25 hours of assigned duty per week for full-time instructors.

6.3.2 The maximum number of hours of assigned duty per week for part-time instructors shall be prorated.

6.3.3 Under no circumstances shall the number of hours in which an instructor is assigned to duties listed in Article 6.1.2 exceed the level(s) existing in the instructor's

department in the 1989-90 fiscal year, nor shall the total number of assigned duty hours per instructor exceed the level(s) existing in the instructor's department in the 1989-90 fiscal year.

- 6.3.4 No instructor shall have more than 5 hours of assigned duty per day or more than 5 consecutive days of assigned duty per week.
- 6.3.5 Arrangements shall be made for a meal break of one hour duration and for two 15 minute breaks each day. The breaks shall not be included as part of an instructor's assigned duty.
- 6.3.6 The foregoing Articles 6.3.4 and 6.3.5 shall be completed within six and one-half consecutive hours.
- 6.3.7 The provisions of Articles 6.3.4, 6.3.5, and 6.3.6 may be waived with the agreement of the Association and the appropriate Dean or Director.

#### **6.4 Scheduling for Instructors**

- 6.4.1 The Department Head, with the involvement of the instructors of the department, shall determine each instructor's schedule of assigned duty (subject to the terms of Articles 6.2.1 and 6.3.1), professional development, vacation and other leave periods.
  - 6.4.1.1 Approval of all such schedules is the responsibility of the appropriate Dean or Director. Consideration shall be given to the commitment of the College, the needs of the department, the desires of the individual and seniority (not listed in order of priority) in determining an instructor's schedule of assigned duty, professional development, vacation and other leave periods.
  - 6.4.1.2 A regular instructor assigned to a specific schedule of duty shall have priority for assignment to a different established schedule of duty within the appropriate department, if vacant, on the basis of seniority as defined in Article 10, (Seniority), provided that the qualifications for that discipline and the criteria set out in Article 6.4.1.2 are met.
  - 6.4.1.3 Notwithstanding the provisions of Articles 6.3.1, 6.3.4 and 6.3.6 the Department Head, with the approval of the appropriate Vice President or delegate and the majority of the members of the department, may schedule the equivalent of 10 days of assigned duty over 9 days or the equivalent of 5 days of assigned duty over 4 days.

#### **6.5 Class Size**

- 6.5.1 The College agrees to make a reasonable effort to maintain class sizes at existing and historical levels and as fixed from time to time by funding formula guidelines.
- 6.5.2 Class sizes determined by the College may be exceeded for the purposes of Article 6.2.4.

## 6.6 Professional Development

- 6.6.1 Professional development is an employee-initiated activity intended to develop or improve instructional skills or methods; to develop, improve or review program, course or curriculum materials; to maintain currency in the employee's subject area; or to gain additional knowledge and professional competence in the employee's subject area. The term "Professional Development" allows for different activities among employees, departments and areas as well as for activities not directly or immediately related to the employee's position at the College.
- 6.6.2 Regular and term employees, employed half-time or more, who complete 8 months of any combination of assigned duty, College-paid sick leave and/or short term disability benefits within the fiscal year and providing the employee is fit to return to duty, shall be entitled to professional development, as provided herein. To accommodate the foregoing, the College shall provide to each employee a minimum of 20 working days with pay each fiscal year for professional development purposes.
- 6.6.2.1 The College will provide 15 days of professional development to those employees who have worked half time or more for 7 months but less than 8 months within one fiscal year.
- 6.6.3 The College recognizes that some employees may, pursuant to Articles 6.6.2 and 6.6.2.1 above, complete their 7<sup>th</sup> or 8<sup>th</sup> 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.
- 6.6.4 For those employees working less than 100% workload, payment for the above entitlement is prorated based on the percentage of scheduled workload maintained during the best accrual months. In unusual situations, in order to accommodate scheduling concerns of the department and with the approval of the Dean, employees may, subject to the provisions of Article 6.4, be scheduled to a prorated number of days of professional development, at full salary, based on the percentage of scheduled workload maintained during the best accrual months.
- 6.6.5 The College may provide employees with additional working days with pay for professional development purposes beyond the prescribed minimum. Any such days shall be granted on the basis of individual application, need and merit.
- 6.6.6 Employees must complete and submit professional development proposals setting out how the time will be used to their advantage and to that of the College. All professional development proposals must be approved by the appropriate Dean or Director. The College reserves the right to suggest alternate activities for the employee's consideration. Upon completion, employees shall account for their activities during their professional development.

- 6.6.7 With the prior written approval of the appropriate Dean or Director, any professional development during an employee's vacation period will result in the equivalent number of vacation days being scheduled in accordance with Article 6.4, (Scheduling).
- 6.6.8 In order to accommodate professional development, the College shall provide funding in accordance with the attached Letters of Agreement: Appendix IX, (Professional Development Funds), Appendix XI, (Adjudicated Professional Development Funds) and Appendix XII, (Common Faculty Professional Development Committee). **Guidelines for the allocation of the Appendix IX professional development funds are found in Appendix X, (Guidelines for the Allocation of Professional Development Funds for VCCFA Members).**

## 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).

### 7.1 Entitlement to Benefits

#### 7.1.1 Regular Employees

7.1.1.1 Permanent regular employees and probationary regular employees are entitled to annual vacation, general holidays, Christmas holidays, sick leave and all health and welfare insurance benefits in accordance with the terms of this Agreement. Eligibility periods for health, disability and life insurance benefits are as follows:

- Basic Medical and Extended Health Insurance:
  - effective the first complete calendar month of employment
- Dental, Short Term Disability and Accidental Death and Dismemberment, Long Term Disability and Group Life Insurance:
  - effective the first of the month following completion of one month of service. Participation in these plans is mandatory upon eligibility. However, employees may waive participation in the Dental plan provided they have alternate coverage. Should their other dental coverage cease, employees must immediately apply for coverage under the College's Dental plan.

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 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 12 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 or credit/debit card payment according to the terms of the policies. Failure to do so will result in the cessation of benefit coverage.

## 7.1.2 **Term Employees**

7.1.2.1 Term employees holding a one-year appointment at half time or more are entitled to annual vacation, general holidays, Christmas holiday, sick leave and all health and welfare insurance benefits in accordance with the terms of this Agreement (except Article 7.13, (Payment on Death)). Eligibility periods for health, disability and life insurance benefits are as follows:

- Basic Medical and Extended Health Insurance:
  - effective the first complete calendar month of employment
- Dental, Short Term Disability, Long Term Disability and Group Life Insurance:
  - effective the first of the month following the day on which they complete 10 months of duty within a consecutive 12 month period at half-time or more. Participation in these plans is mandatory upon eligibility. However, employees may waive participation in the Dental plan provided they have alternate coverage. Should their other dental coverage cease, employees must immediately apply for coverage under the College's Dental plan.

7.1.2.2 Term employees appointed on the basis of half-time or more and whose appointments span more than a calendar month each but less than one year in length have annual vacation pay, general holiday pay and Christmas holiday pay included within the per diem rate of pay (see Article 5.1, (Per Diem Rate)), sick leave and all health and welfare insurance benefits in accordance with the terms of this Agreement (excepting Article 7.13, (Payment on Death)). Eligibility periods for health, disability and life insurance benefits are as follows:

- Basic Medical and Extended Health Insurance:
  - effective the first complete calendar month of employment
- Dental, Short Term Disability, Long Term Disability, Accidental Death and Dismemberment and Group Life Insurance:
  - effective the first of the month following the day on which they complete 10 months of duty within a consecutive 12-month period at half-time or more. Participation in these plans is mandatory upon eligibility. However, employees may waive participation in the Dental plan provided they have alternate coverage. Should their other dental coverage cease, employees must immediately apply for coverage under the College's Dental plan.

7.1.2.3 Other term instructors are entitled only to annual vacation pay and general holiday pay which is included within the per diem rate of pay (see Article 5.1, (Per Diem Rate)).

## **7.2 Annual Vacation**

### **7.2.1 Number of Vacation Days**

The annual vacation in a complete fiscal year for all regular instructors is 44 duty days (equivalent to 220 hours) and pro-rata.

### **7.2.2 Scheduling of Vacation**

7.2.2.1 The annual vacation will normally be taken on the basis of one of the following options and, whenever possible, within the fiscal year in which it is earned:

- One period of 44 consecutive working days (equivalent to 220 hours); or
- 2 periods of approximately 22 consecutive working days (equivalent to 110 hours).

Employees are expected to take their annual vacation entitlement each fiscal year.

7.2.2.2 Pursuant to Article 6.4, (Scheduling for Instructors), before the start of each fiscal year Department Heads should establish a departmental schedule of each instructors' annual vacation period, with the involvement of the instructors. For this purpose, Department Heads will first identify which of the options referred to in Article 7.2.2.1 is being requested by each instructor; second, schedule the vacation accordingly; and then schedule residual days, if any.

7.2.2.3 Provided the commitment of the College to instruction is met, vacation periods other than as provided in Article 7.2.2.1 above, may be accommodated on the recommendation of the Department Head and with the approval of the appropriate Dean or Director.

- 7.2.2.4 Should scheduling of vacation result in there being a residue of vacation time, this will normally be scheduled and taken in one single period, as best meets the needs of the department.
- 7.2.2.5 A request to carry over residual vacation days to the following fiscal year should be submitted on or before December 1<sup>st</sup>. Carry over requests will be considered on the basis of the recommendation of the Department Head and with the approval of the appropriate Dean or Director.
- 7.2.2.6 A statutory holiday which occurs during a vacation block is not considered to be part of the annual vacation entitlement.
- 7.2.3 Vacation Credit Accrual
- 7.2.3.1 Full-time Regular Instructors
- Full-time regular instructors shall accrue vacation credit within a fiscal year at the rate of 3 and 2/3\* days (44\* vacation days divided by 12) per month of assigned duty, including professional development, vacation and paid leaves. Payment for vacation days accrued shall be adjusted to reflect the time status at which the days were accrued throughout the fiscal year.
- \*Note: 3 and 2/3 days = 18.33 hours  
44 days = 220 hours
- 7.2.3.2 Part-time Regular Instructors
- Part-time regular instructors shall accrue vacation credit within a fiscal year at the same rate as full-time regular instructors specified in Article 7.2.3.1, but shall have payment for vacation days accrued adjusted to reflect the time status at which the days were accrued throughout the fiscal year.
- 7.2.3.3 Term Instructors
- a) Term instructors on annual appointments shall accrue vacation credit at the same rate as regular instructors. Payment for vacation days accrued shall be adjusted to reflect the time status at which the days were accrued throughout the fiscal year.
- b) Other term instructors shall not accrue vacation credit. Their per diem salary rate for their period of appointment is calculated to reflect an annual salary paid out over a 10-month assigned duty year.
- 7.2.3.4 Vacation Credit for Partial Months
- An instructor who commences employment during a period from the 1<sup>st</sup> to the 15<sup>th</sup> of the month, shall be credited with a full credit for that month.
- An instructor who commences employment from the 16<sup>th</sup> to the end of the month, shall not be given credit for that month.

An instructor who terminates employment during a period from the 1<sup>st</sup> to the 15<sup>th</sup> of the month, shall not be given credit for that month. If an instructor terminates employment from the 16<sup>th</sup> to the end of the month, s/he shall be credited with full credit for that month.

#### 7.2.3.5 Conversion of Vacation Credits

Employees who change from full-time to part-time status or from part-time to full-time status will have their accrued vacation hours taken on the basis of a vacation day earned equals a vacation day taken, regardless of the employee's time status. Payment for vacation days taken will reflect the time status at which the days were accrued throughout the fiscal year.

#### 7.2.4 Vacation Credit While on Leave

Except for periods of Maternity, Parental or Adoption Leave, provided for in Article 8.9.1, (Maternity Leave and Parental Leave), Article 8.9.2, (Parental Leave), and Article 8.10.1, (Adoption Leave), employees who are on leave of absence without pay in one calendar month shall be subject to the following provisions with respect to annual vacation credits:

Period of leave of absence:

- up to and including 15 calendar days — full credit; and
- 16 calendar days and more — no credit.

### 7.3 Statutory Holidays

#### 7.3.1 Approved statutory holidays are as follows:

New Year's Day, **Family 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 The following statutory holidays will be observed as follows (listed by fiscal year):

<b>Statutory Holiday</b>	<b>2012–2013</b>	<b>2013–2014</b>
Good Friday	Friday, April 6	Friday, March 29
Easter Monday	Monday, April 5	Monday, April 25
Victoria Day	Monday, May 21	Monday, May 20
Canada Day	Monday, July 2	Monday, July 1
B.C. Day	Monday, August 6	Monday, August 5
Labour Day	Monday, September 3	Monday, September 2
Thanksgiving Day	Monday, October 8	Monday, October 14
Remembrance Day	Monday, November 12	Monday, November 11
Christmas Day	Tuesday, December 25	Wednesday, December 25
Boxing Day	Wednesday, December 26	Thursday, December 26
New Years Day	Tuesday, January 1	Wednesday, January 1
<b>Family Day</b>	<b>Monday, February 11</b>	<b>Monday, February 10</b>

**7.4 Observance of Statutory Holidays**

When a statutory holiday occurs on a Saturday or Sunday, the following Monday shall be deemed to be a holiday(s) in lieu thereof.

**7.5 Christmas Holiday**

7.5.1 A Christmas holiday shall be granted from December 24 to New Year's Day inclusive as a minimum, and exclusive of the statutory holidays, which fall on a weekday within this period.

7.5.2 When Christmas Day and/or Boxing Day fall on a Saturday and/or Sunday, the duty day(s) prior to December 24 shall be deemed to be a holiday(s) in lieu thereof.

**7.6 Sick Leave Credit Accrual**

(See also Article 8.4, (Illness or Injury Covered by Workers' Compensation (Regular and Term Employees) and Article 8.5, (Illness or Injury Not Covered by Workers' Compensation))

- 7.6.1 Full-time regular and term employees shall accrue sick leave credits at the rate of 1½ days for each month in which they are on duty for 50% or more of the designated duty days for that month.
- 7.6.2 Employees employed half-time or more shall accrue sick leave credits on a pro-rated basis.
- 7.6.3 An employee who commences employment during a period from the 1<sup>st</sup> to the 15<sup>th</sup> of the month shall accrue full credit for that month.
- An employee who commences employment from the 16<sup>th</sup> to the end of the month shall not accrue credit for that month.
- 7.6.4 An employee who terminates employment during a period from the 1<sup>st</sup> to the 15<sup>th</sup> of the month shall not accrue credit for that month. An employee who terminates employment from the 16<sup>th</sup> to the end of the month shall accrue full credit for that month.
- 7.6.5 When employees are not on duty, the accrual of sick leave credits will continue only if the absence is with pay.
- 7.6.6 Except for periods of Maternity, Parental or Adoption leave provided for in Article 8.9.1, (Maternity Leave and Parental Leave), Article 8.9.2, (Parental Leave) and Article 8.10.1, (Adoption Leave), employees who are on leave of absence without pay in any one calendar month, shall be subject to the following provisions with respect to sick leave credits:
- Period of leave of absence:
- up to and including 15 calendar days — full credit; and
  - 16 calendar days or more — no credit.
- 7.6.7 Sick leave credits may be accrued to a maximum of 261 working days.
- 7.6.8 Accrued sick leave credit is lost on termination of employment.

## **7.7 Short Term Disability**

### **7.7.1 Sick Leave Advance / Short Term Disability Transition**

- 7.7.1.1 Upon becoming ill, permanent employees who have insufficient sick leave credits to accommodate the 10 working day waiting period to be eligible for short term disability benefits will be given an advance up to the required 10 days.
- 7.7.1.2 Term employees will be advanced the number of sick leave credits they would earn to the end of their appointment to a maximum of 10 days.

### **7.7.2 Short-Term Disability Benefit**

(See Appendix XVIII, (Payment of Benefit Premiums During Disability))

7.7.2.1 Short-term Disability coverage is provided in accordance with the terms of the contract with the insuring company on the following general basis:

- a) amount of benefit - 70% of salary to a maximum of \$800 per week;
- b) duration of benefit - 52 weeks; and
- c) benefit effective - upon expiration of sick leave credit or after 10 working days, whichever last occurs.

7.7.2.2 The premium cost of Short-term Disability coverage shall be borne entirely by employees and shall be paid by means of payroll deduction.

### 7.7.3 Long-Term Disability

(See Appendix XVIII, (Payment of Benefit Premiums During Disability))

7.7.3.1 Long-term Disability coverage is provided in accordance with the terms of the contract with the insurance company on the following general basis:

- amount of benefit - 70% of salary to a maximum of \$4,300 per month;
- duration of benefit - until retirement or as otherwise provided; and
- benefit effective - upon expiration of Short-term Disability coverage.

7.7.3.2 The College shall pay the entire premium cost of Long-term Disability.

7.7.4 The College will not reduce the benefit entitlements of the insured Short-term or Long-term Disability benefit plans without the approval of the Association.

## 7.8 Health Insurance

### 7.8.1 Basic Health Benefits

The College shall pay 100% of the cost of monthly premiums for employees employed half-time or more. Coverage shall commence at the beginning of the first complete calendar month.

### 7.8.2 Extended Health Benefits

(See Common Agreement, Article 9.2.1(b))

The College will pay 100% of the cost of monthly premiums for employees employed half time or more. Extended Health coverage shall be in accordance with the terms of the contract between the College and the insurance carrier and shall include:

- a) 95% reimbursement on the first \$1,000 in-province eligible expenses in excess of the \$25 per family deductible and 100% thereafter in the same year.
- b) The lifetime maximum amount of benefits payable for any one member or dependent shall be unlimited.

- c) Vision care charges for the purchase of corrective lenses and frames or contact lenses. The maximum benefit payable shall be \$500 per person in 2 calendar years.
- d) One eye examination every 2 years to a maximum of \$75.
- e) Hearing aids in the amount of \$600 every 4 years for any one member or dependent.

7.8.3 The College will not reduce the benefit entitlements of the insured Extended Health benefit plan without the approval of the Association.

## **7.9 Dental Plan**

(See Common Agreement, Article 9.2.1(d))

7.9.1 The College shall pay 100% of the cost of the monthly premiums for the Dental plan.

7.9.2 A Dental plan shall be provided in accordance with the terms of the contract with the insuring company on the following general basis:

- a) basic dental services (Plan A) paying for 100% of the eligible expenses;
- b) prosthetics, crowns and bridges (Plan B) paying for 50% of the eligible expenses; and
- c) orthodontics (Plan C) paying for 50% of the eligible expenses to a maximum of \$2,500 per person.

7.9.3 The College will not reduce the benefit entitlements of the insured Dental benefit plan without the approval of the Association.

## **7.10 Compulsory Group Life and Accidental Death and Dismemberment Insurance**

7.10.1 The following employees shall participate in the Group Life plan:

- All regular employees shall be covered from the beginning of the first complete calendar month of employment.
- All term employees who are employed half-time or more shall be covered from the beginning of the first complete calendar month following completion of 10 months of service within a consecutive 12 month period.

7.10.2 The College will pay 100% of the cost of monthly premiums for both Group Life Insurance and Accidental Death and Dismemberment Insurance. The Group Life Insurance plan provides a benefit level of 3 times the annual maximum salary of the employee. The Accidental Death and Dismemberment Insurance plan provides a benefit of up to 3 times the annual maximum salary of the employee.

7.10.3 An employee who retires at or beyond the age of 55 years and who is in receipt of a pension under the provisions of the *Public Sector Pension Plans Act* shall continue to receive Group Life Insurance coverage in the amount of \$10,000 for a period of 5

years from the date of retirement. The premium cost of the continuing insurance shall be borne by the College.

7.10.4 Term employees who are participating in the Group Life Insurance plan, and whose appointment drops to less than one-half time, may continue on the plan, on a cost-shared (50-50) basis, as long as they remain employed by the College.

7.10.5 Employees covered by Group Life Insurance as provided in this Article, may, at the time of termination of coverage, continue to receive coverage without medical proof of insurability, to the maximum benefit in effect at the time of termination of coverage. Arrangements must be made with the insurance company and employees are responsible for the payment of the entire premium cost, based on their age at the time of application.

#### **7.11 Voluntary Life Insurance Coverage**

By payment of the necessary premiums through payroll deductions, employees who are participating in the group life insurance plan may elect additional Group Life Insurance coverage for themselves and/or their spouses, in increments of \$10,000 to a maximum of \$300,000 in accordance with the terms of the contract with the insuring company.

#### **7.12 Registered Retirement Savings Plan Payroll Deductions**

Employees may authorize the College to deduct specified amounts from their wages each month for a Registered Retirement Savings Plan. Tax deductions at source will be adjusted to accommodate the deductions. In authorizing such deductions, employees shall absolve the College of any responsibility for such funds following their remittance to the trust company. The College will, on behalf of the employees, remit to a single designated trust company, by the 10<sup>th</sup> of the month following, the funds which have been deducted. It shall be the responsibility of employees to direct the trust company concerning the investment of such funds.

#### **7.13 Payment Upon Death**

In the event of death of regular employees, the College will pay to their spouse, or if there is no spouse, to the estate of those deceased, one month's salary exclusive of any amount already earned by those deceased up to the date of which they last served.

#### **7.14 Premium Savings**

It is hereby understood and agreed that premium savings accrued by virtue of Human Resources Development Canada assessment shall be used to offset partially the costs of disability and future benefit improvements.

#### **7.15 Group Coverage**

For the purpose of these benefit plans, the total group covered by the plans will, where advantageous, be a coalition of members of the Vancouver Community College Faculty Association, College staff, administrators and other College-related groups, which may include employees of Langara College. Under such a coalition, determination of a

percentage of group participation shall be a deployment or interpretation of the group or subgroup composition for the best advantage to the greatest numbers.

## **7.16 Pension Plan**

(See Common Agreement, Article 10)

Employees are eligible for coverage in accordance with the *Public Sector Pension Plans Act*. (See summary documents provided by the College).

## **7.17 Employment Insurance**

Employees shall be covered for employment insurance insofar as the statutes permit.

# **8 LEAVES**

## **8.1 General Information for Leaves**

(See Common Agreement, Articles 7 and 8)

### **8.1.1 Application and Scheduling for Leaves**

8.1.1.1 Written application for leaves, as provided hereunder, must be submitted in writing prior to the start of the requested leave indicating the purpose for the leave and detailing supporting reasons.

8.1.1.2 Application for leave may include application for a change from full-time to part-time status for a given period of time (part-time leave). Approval of part-time leaves shall be on the same basis as approval of full-time leaves except for:

- Article 8.9.1, (Maternity Leave and Parental Leave);
- Article 8.9.2, (Parental Leave);
- Article 8.10.1, (Adoption Leave); and
- Article 8.12, (Renewal Leave).

These leaves may only be taken as full-time leaves.

8.1.1.3 Scheduling of all leaves shall be done by Department Heads and approved by the Dean or Director as provided in Article 6.4, (Scheduling for Instructors).

### **8.1.2 Return from Leaves**

Upon return from an approved leave, an employee shall be entitled to assume the same or equivalent position they held at the time of leave.

### **8.1.3 Benefits and Entitlements while on Leave**

(See Appendix III–B, (Summary of Benefits During Leaves))

8.1.3.1 Seniority

An employee's seniority shall continue to accrue during any period of approved leave.

8.1.3.2 Increments and Benefits During Paid Leave

Employees on paid leave shall continue to receive all employee benefits as provided for in Article 7, (Benefits), and the leave shall count as service for increment purposes.

8.1.3.3 Increments and Benefits During Unpaid Leave

a) Increments

Employees on unpaid leave shall not receive increment entitlement except as provided in Article 5.7.6, (Increments During Leaves), Article 8.9.1, (Maternity Leave and Parental Leave), Article 8.9.2, (Parental Leave) and Article 8.10.1, (Adoption Leave).

b) Continuance of Benefits

Employees on unpaid leave in any one calendar month shall be subject to the following provisions with respect to benefits depending upon the period of leave of absence:

- Up to and including 15 calendar days - all employee benefits continue;
- 16 calendar days or more - no benefits except as provided in Article 8.9.1, (Maternity Leave and Parental Leave), Article 8.9.2, (Parental Leave), Article 8.10.1, (Adoption Leave), Article 8.11, (Retirement Preparation Leave) and Article 8.12, (Renewal Leave). However, employees on unpaid leave of 16 calendar days or more may, upon approval of the leave and subject to the provisions of Article 7, (Benefits), opt for the continuance of the following benefits by payment of the necessary premiums and contributions, both employee and employer shares:
  - Article 7.8, (Health Insurance)
    - for Basic and Extended Health Benefits;
  - Article 7.9, (Dental Plan);
  - Article 7.10, (Compulsory Group Life and Accidental Death and Dismemberment Insurance);
  - Article 7.7.2, (Short-Term Disability Benefit)
    - for up to 2 months;
  - Article 7.7.3, (Long-Term Disability); and

- for up to 2 months

- Article 7.16, (Pension Plan).

8.1.4 When employees request, or are requested to take, leave for curriculum development, articulation meetings, seminars, conferences or workshops as part of their assigned duty, such leave may be taken either at or away from the College, but, in either case, such time will not be considered leave of absence from duty.

8.1.4.1 When employees are taking such leave, all approved expenses will be assumed by the College. Curriculum development includes new course preparation and revision of a program or course, whether undertaken by an individual or by a group.

## 8.2 Personal Leave

8.2.1 With the approval of the appropriate Vice President or delegate, an employee may be granted leave for reasons other than those specified in this Agreement (e.g. study, compassionate, travel, religious) or additional leave beyond the limits specified for adoption, parental or other specific leaves.

8.2.2 This leave shall be without pay unless otherwise authorized.

## 8.3 Education Leave

8.3.1 The College shall grant upon application 2.75 full-time equivalent (FTE) Education Leaves per fiscal year. One full-time equivalent is deemed to represent 12 months of time within a fiscal year.

The joint College and faculty Education Leave Committee shall review and amend, as necessary, the mutually agreed upon process and procedure for making application, including time-lines for both long-term and short-term education leaves which may modify the terms of Articles 8.3.6.5 and 8.3.7.4 herein.

8.3.2 Education leave is granted through the authority of the College Board. The welfare of the College and the professional competence of employees are among the prime considerations in approving leaves for approved study or research.

8.3.3 Requests for education leaves must be made to the appropriate Vice President concerned and must be accompanied by an outline of the purpose of the leaves. The Education Leave Committee shall review and recommend education leave applications, at least once a year, to the appropriate Vice President.

8.3.4 Approved education leave shall be at the rate of 70% of salary and allowances; contributions for employee benefits will be continued during education leave by the College and the employee, and the leave period will count in full for increment purposes.

8.3.5 Employees, within one month of their return to duty from education leave, must submit to the appropriate Vice President satisfactory evidence of having carried out

the purposes for which the leaves were granted. In the event of failing to do so, employees shall refund the amount paid to them by the College during such leaves.

### 8.3.6 Long-Term Education Leave

8.3.6.1 Leaves of more than 4 months to one calendar year shall be considered long-term leaves.

8.3.6.2 In order to be granted long-term education leave, employees must have been permanent regular employees for at least 3 years.

8.3.6.3 Employees undertake to remain in the service of the College for a minimum of 3 years immediately following their return from long-term education leave.

8.3.6.3.1 In the event that employees fail to remain in the service of the College as required in Article 8.3.6.3, then employees shall refund to the College the amount paid to them by the College during such leave on the following basis:

- a) failing to remain one complete year, they shall refund the full amount paid;
- b) failing to remain 2 complete years, they shall refund  $\frac{2}{3}$  of the amount paid; and
- c) failing to remain 3 complete years, they shall refund  $\frac{1}{3}$  of the amount paid.

8.3.6.4 Normally, employees shall not be eligible for subsequent long-term education leaves until a period of 2 years has elapsed since the completion of the previous leave.

8.3.6.5 A request for long-term education leave must be made at least 6 months prior to the proposed commencement date of the leave. The applicant will receive a preliminary reply at least 4 months prior to the requested commencement date and a final reply at least 3 months prior to it.

### 8.3.7 Short-Term Education Leave

8.3.7.1 Leaves of up to 4 months shall be considered short-term leaves.

8.3.7.2 In order to be granted short-term education leaves, employees must have been permanent regular employees for at least 2 years.

8.3.7.3 Employees undertake to remain in the service of the College for a minimum of one year immediately following return from such leaves and, in the event of failing to do so, shall refund the amount paid to them by the College during the leaves.

8.3.7.4 A request for short-term education leave must be made at least 2 months prior to the proposed commencement date of the leave. The applicant will receive a reply at least one month prior to the requested commencement date.

8.3.7.5 Normally, employees shall not be eligible for subsequent short-term education leaves until a period of 1 year has elapsed since the completion of the previous leave.

#### **8.4 Illness or Injury Covered by Workers' Compensation (Regular or Term Employees)**

8.4.1 If an employee is entitled to Workers' 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); Article 8.9.2, (Parental Leave); Article 8.10.1, (Adoption Leave) 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.

#### **8.6 Family Illness Leave and Sick Leave for Family Illness**

(See Common Agreement, Articles 7.7, (Family Illness Leave) and 7.8, (Compassionate Care Leave))

8.6.1 Entitlement for up to 5 days per year of family illness leave is established in Article 7.7 of the Common Agreement. The College may require submission of a certificate from a duly qualified medical practitioner, or recognized equivalent, certifying the illness of the immediate family member. For the purposes of this Article, "immediate family member" shall be defined as per Article 7.1 in the Common Agreement.

- 8.6.2 The appropriate Dean or Director may approve the use of up to 3 days per year of sick leave to attend to the illness of any other relative if living in the same household. Such approval shall not be unreasonably withheld.

## 8.7 Funeral

With the approval of the appropriate Dean or Director, funeral leave of ½ day will be granted, with pay, but not in addition to bereavement leave.

## 8.8 Bereavement

(See Common Agreement, Article 7.6)

- 8.8.1 In the case of death in the immediate family, bereavement leave shall be granted with pay for a period not to exceed 5 working days, provided the bereaved employee has notified the immediate supervisor. For the purposes of this Article, “immediate family” shall be defined as per Article 7.1 in the Common Agreement.
- 8.8.2 The appropriate Vice President may grant bereavement leave in the case of death of any other person.

## 8.9 Leave for Birth of a Child

(See Common Agreement, Article 8)

### 8.9.1 Maternity Leave and Parental Leave

- 8.9.1.1 For the benefits of the *Employment Standards Act* to apply during the statutory periods set out by the *Act*, employees must ensure that the appropriate certificate indicated in that Act is signed by a duly qualified medical practitioner and submitted to the appropriate Dean or Director.
- 8.9.1.2 The College shall grant maternity leave without pay in accordance with the provisions of the *Employment Standards Act* for a period up to a maximum of 52 consecutive weeks without termination of appointment. Upon return from maternity leave, the employee is entitled to assume the instructional position she would have held had the leave not occurred.
- 8.9.1.3 Within the 52-week leave period granted under Article 8.9.1.2, weeks 18 through 52 inclusive shall be considered statutory parental leave.
- 8.9.1.4 The College shall make its premium contributions for Pension, Medical, Extended Health, Group Life and Dental plan insurance in accordance with the provisions of the *Employment Standards Act* for the entire duration of the maternity leave. Vacation and sick leave benefits and increment entitlement will accrue only for the duration of the maternity and parental leaves falling within the time limits prescribed in the *Employment Standards Act* and provided the employee returns to duty at the completion of the maternity leave.

A term instructor is entitled to and the College shall make premium contributions for only MSP benefits for a maximum of 52 consecutive weeks and Extended

Health Benefits for a maximum of 26 consecutive weeks, from the commencement of her maternity leave; provided that during such periods the term instructor has been granted and is taking leave from appointments of 50% or more time status. The term instructor shall not accrue vacation and sick leave credits or increment entitlement during the period of the maternity leave.

8.9.1.5 Employees on maternity leave may opt for the continuance of Short-term Disability by payment of the necessary premiums. Long-term Disability premiums are paid by the College during the *Employment Standards Act* statutory period only. Employees wishing to continue Long-term Disability coverage beyond this period must make arrangements to remit the appropriate amount of premium to the College to continue coverage.

8.9.1.6 Employees wishing to return to duty prior to the expiration of 6 weeks following the actual date of birth of the child shall give the College one week's notice, in writing, of such intention.

#### 8.9.2 Parental Leave

8.9.2.1 For the benefits of the *Employment Standards Act* to apply, employees must ensure that the appropriate certificate indicated in that Act is signed by a duly qualified medical practitioner and submitted to the appropriate Dean or Director.

8.9.2.2 The College shall grant parental leave without pay, in accordance with the provisions of the *Employment Standards Act*, for a period of 37 weeks. This leave must be taken within 52 weeks of the birth of his child. A written request must be submitted no later than 4 weeks prior to the commencement of the leave.

8.9.2.3 The College shall make its premium contributions for Pension, Medical, Extended Health, Group Life and Dental plan insurance in accordance with the provisions of the *Employment Standards Act* for the entire duration of the parental leave. Vacation and sick leave benefits and increment entitlement will accrue only for the duration of the parental leave falling within the time limits prescribed in the *Employment Standards Act* and provided the employee returns to duty at the completion of the parental leave.

8.9.2.4 Employees on parental leave may opt for the continuance of Short-term Disability by payment of the necessary premiums. Long-term Disability premiums are paid by the College during the Statutory Period only.

#### 8.9.3 Paid Parental Leave (Spousal)

Upon the birth of his/her spouse's child, an employee shall, upon application to the appropriate Dean or Director, be entitled to 3 days paid parental leave. Such leave shall be charged against the employee's sick leave credits to the extent said credits will accommodate.

## 8.10 Leave for Adoption of a Child

(See Common Agreement, Article 8)

### 8.10.1 Adoption Leave

8.10.1.1 An employee applying for adoption leave must **provide** proof of legal adoption of a child. Where both parents are employees, only one employee shall be entitled to leave under the provisions of this Article.

8.10.1.2 The College shall grant an unpaid leave for adoption of a child in accordance with the provisions of the *Employment Standards Act* for a period of up to a maximum of 52 weeks without termination of appointment. Upon return from such leave the employee is entitled to assume the instructional position the employee held at the time of leave.

8.10.1.3 Within the 52 week period granted under Article 8.10.1.2, weeks one through 37 shall be considered statutory parental leave.

8.10.1.4 The College shall make its premium contributions for Pension, Medical, Extended Health, Group Life and Dental plan insurance in accordance with the provisions of the *Employment Standards Act* for the entire duration of the leave for adoption. Vacation and sick leave credits and increment entitlement will accrue for the duration of the leave for adoption falling within the time limits prescribed in the *Employment Standards Act* and provided the employee returns to duty at the completion of the adoption leave. A term instructor is entitled to and the College shall make premium contributions for only MSP benefits for a maximum of 52 consecutive weeks and Extended Health Benefits for a maximum of 26 consecutive weeks, from the commencement of her adoption leave; provided that during such periods the term instructor has been granted and is taking leave from appointments of 50% or more time status. The term instructor shall not accrue vacation and sick leave credits or increment entitlement during the period of the adoption leave.

8.10.1.5 Employees taking adoption leave may opt for the continuance of Short-term and Long-term Disability by the payment of the necessary premiums. Long-term Disability premiums are paid by the College during the *Employment Standards Act* statutory period only. Employees wishing to continue Long-term Disability coverage beyond this period must make arrangements to remit the appropriate amount of premium to the College to continue coverage.

### 8.10.2 Paid Parental Leave (Adoption)

Upon the adoption of a child, an employee shall, upon application to the appropriate Dean or Director, be entitled to 3 days paid parental leave. Such leave shall be charged against the employee's sick leave credits to the extent said credits will accommodate.

An employee applying for adoption leave must **provide** proof of legal adoption of a child. Where both parents are employees, only one employee shall be entitled to leave under the provisions of this Article.

## 8.11 Retirement Preparation

- 8.11.1 In order to allow an employee nearing retirement age to prepare for retirement, and with the approval of the appropriate Vice President, an employee shall be granted a leave or leaves of absence of between 3 and 12 consecutive months providing the following qualifications are met:
- a) The employee has been a regular employee for a minimum of 5 years;
  - b) The employee is at least 50 years old;
  - c) The employee should be on the maximum salary step, or have 10 years of service; and
  - d) An appropriately qualified replacement employee, if required, is available. The ultimate replacement employee shall be identified and, wherever possible, be at the minimum step of the salary schedule.
- 8.11.2 A maximum of 20 employees shall be granted retirement preparation leave per fiscal year. The procedure for application and allocation shall be as follows:
- 8.11.2.1 Employees shall submit written applications for retirement preparation leave not later than December 31 for the following fiscal year.
- 8.11.2.2 Should the total number of leaves applied for under Article 8.11.1 exceed the maximum specified in Article 8.11.2, allocation of the 20 retirement preparation leaves shall be on the basis of seniority.
- 8.11.2.3 Should the maximum allowable number of leaves (20) not be reached through the process outlined above, further retirement preparation leaves shall be granted during the fiscal year in which the leave(s) is to commence, provided the employee submits a written application for the leave a minimum of 3 months prior to the commencement of the leave. Such leaves shall be granted on a first-come, first-served basis.
- 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.
- 8.11.3 Retirement preparation leave shall be unpaid, but shall carry with it the following benefits:
- Medical, Extended Health, Dental and Group Life benefits;
  - 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;

- A stipend of \$1,000 per month for full-time employees and pro-rata for part-time employees and employees on part-time leave; and
- Employees taking retirement preparation leave may opt for the continuance of Short-term and Long-term Disability by payment of the necessary premiums.

#### 8.11.4 Stipulations

- 8.11.4.1 An employee on unpaid retirement preparation leave who becomes disabled and who has accumulated sick leave credit, shall, concurrent with the commencement of said disability, be placed on sick leave as per Article 7.6, (Sick Leave Credit Accrual), and Article 8.5, (Illness or Injury Not Covered by Workers' Compensation), and the retirement preparation leave shall immediately cease.
- 8.11.4.2 An employee who works elsewhere while on retirement preparation leave and has any of the insurance benefits listed in Article 8.11.3 provided at a rate of contributions equal to or superior to the College's contributions shall notify the College and take the benefits available elsewhere.

### 8.12 Renewal Leave

- 8.12.1 In order to provide employees with an opportunity for renewal, the College shall, with the approval of the appropriate Vice President, grant renewal leaves of between 6 and 12 months, provided the following conditions are met:
- a) the employee is a permanent regular employee at commencement of leave granted hereunder;
  - b) the employee should be on the maximum of the salary step, or have 10 years of service;
  - c) an appropriately qualified replacement is available to assume the employee's responsibilities; and
  - d) the ultimate replacement employee is identified and, wherever possible, shall be at the minimum step of the salary range.
- 8.12.1.1 Employees may apply for renewal leave of less than 6 months. For renewal leaves of less than 4 months, the Dean/Director may require that such leave be taken in combination with professional development, vacation or other leaves so that their combined total meets the scheduling requirements of the department or area. Approval of such applications will not be unreasonably denied.
- 8.12.2 A maximum of 30 employees shall be granted renewal leave per fiscal year. The procedure for application and allocation shall be as follows:
- 8.12.2.1 Employees shall submit written applications for renewal leave no later than December 31 for the following fiscal year.
- 8.12.2.2 Should the total number of leaves applied for under 8.12.1 exceed 30, the allocation of 30 renewal leaves shall be on the basis of seniority.

8.12.2.3 Should the maximum allowable quota of leaves not be reached through the process outlined above, further renewal leaves shall be granted during the fiscal year in which the leave(s) is to commence, provided the employee submits a written application for the leave a minimum of 3 months prior to the commencement of the leave. Such leaves shall be granted on a first-come, first-served basis.

8.12.3 Renewal leave shall be unpaid, but shall carry with it the following benefits:

- A stipend of \$1,200 per month for full-time employees and pro-rata for part-time employees and employees on part-time leave.
- Medical, Extended Health, Dental and Group Life benefits.
- Employees taking renewal leave may opt for the continuance of Short-term and Long-term Disability by payment of the necessary premiums.

8.12.4 Stipulations

8.12.4.1 An employee on unpaid renewal leave must advise the College, in writing, no later than 2 months prior to expiration of the leave confirming intention to return to duty.

8.12.4.2 An employee who works elsewhere while on leave and has any of the insurance benefits listed in Article 8.12.3 provided at a rate of contributions equal to or superior to the College's contribution is required to notify the College and take the benefits available elsewhere.

8.12.4.3 An employee on unpaid renewal leave who becomes disabled and who has accumulated sick leave credit, shall, concurrent with the commencement of said disability, be placed on internal sick leave and the renewal leave shall immediately cease.

### **8.13 Jury Duty and Court Appearance**

(See Common Agreement, Article 7.10)

8.13.1 When summoned to serve on a jury; when subpoenaed as a witness in criminal proceedings, or as a witness in a civil action if not a party thereto; when appearing as a defendant in a criminal or traffic case if acquitted therefrom; the employee, to qualify for permission from the appropriate Dean or Director to be absent with pay, shall produce the summons or subpoena or submit such other evidence showing the necessity for the court appearance.

8.13.2 Employees shall also provide statements from officials of the Court of the time taken and the fees (if any) paid to them and shall pay all such fees to the College.

## **8.14 Political Leave**

(See Common Agreement, Article 7.11)

- 8.14.1 In order to enable an employee to contest a federal, provincial or municipal election, the College shall grant the employee an unpaid leave of absence for a period of up to 2 months.
- 8.14.2 In the event that an employee is elected to a federal, provincial or municipal office, the employee, upon application, shall be granted an unpaid leave of absence for the term of the political office. The maximum leave the College is prepared to grant shall be 2 consecutive terms of political office.

## **9 INSTRUCTOR DIPLOMA OR EQUIVALENT**

**9.1** The Provincial Instructor Diploma Program consists of the following component parts:

- Instructional and Curriculum Design;
- Elements of Instruction;
- Use and Design of Instructional Media; and
- Evaluation of Learning and Instruction.

9.1.1 The College and the Association recognize that the components of the Instructor Diploma Program may be changed by the appropriate Ministry from time to time.

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

- valid B.C. Professional Teaching Certificate;
- VCC's Teaching English to Speakers of Other Languages (TESOL) Diploma (formerly known as Teaching English as a Second Language (TESL) Certificate); and
- others as determined by the Dean or Director.

**9.2** At the time of their initial appointment, new instructors shall receive written notification regarding their status with respect to the Instructor's Diploma or equivalent. The notification shall include the following information:

- a) the components of the Instructor's Diploma or their equivalents, if any, that the instructor is determined to have completed;
- b) the rationale used in the determination; and
- c) the components of the Instructor's Diploma or their equivalents, if any, that the instructor must complete in order to acquire the total credential.

- 9.3** Upon completion of one year's service, instructor's progress toward acquisition of total credentials or their equivalent shall be monitored and the instructor shall be advised.
- 9.4** In the event instructors are dissatisfied with the evaluation under the provisions of this Article, they may re-submit their credentials to the appropriate Vice President for re-evaluation.
- 9.5** Instructors on staff who have been denied their 4<sup>th</sup> increment because they have not obtained the Instructor's Diploma or its equivalent (see Article 5.7.7 (Increments and Instructor's Diploma)), will be considered "frozen". In any event, instructors will be denied their increment to the top step of the salary scale without the Instructor's Diploma 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 Human Resources of reasonable proof of completion of the Instructor's Diploma or the certification of its equivalent.
- 9.6** Notwithstanding the above, the date for other increments shall remain as outlined in Article 5.7, (Increments).

## **10 SENIORITY**

See Appendix IV, (Explanation of Seniority Calculations) for examples of seniority calculations. See also Common Agreement.

### **10.1 Definition and Calculation of Seniority**

10.1.1 Seniority is established on that date at which time a regular or term instructor became subject to the Vocational Instructors' Association or Vancouver Community College Faculty Association Collective Agreement.

10.1.2 Seniority is defined as an instructor's accrued service under the terms of this Agreement and shall be calculated as provided in Article 10.1.3, (Regular Instructors), and Article 10.1.4, (Term Instructors).

10.1.3 Regular Instructors

Effective April 1, 1992, all regular instructors, both full-time and part-time, shall accrue 261 full days of service per fiscal year.

Notwithstanding the above provision, in the case of instructors whose employment as regular instructors commences during a fiscal year, service as a regular instructor in that fiscal year shall be pro-rated for seniority purposes.

Laid off instructors who are on recall shall accrue seniority on the same basis as other regular instructors.

In any event, regular instructors shall not accrue more than 261 days of service per fiscal year.

10.1.4 Term Instructors

10.1.4.1 Term instructors shall accrue up to a maximum of 261 full-time equivalent (FTE) days of service per fiscal year. Part-time service by such instructors shall be pro-rated.

10.1.4.2 Seniority for term instructors shall be calculated by multiplying the number of full-time equivalent duty days of service by such instructors by the following ratio:

$$\frac{261}{202}$$

10.1.4.3 All auxiliary work done concurrent with and after an instructor's initial term appointment shall be counted as service for the purpose of seniority, subject to retention of seniority as per Article 10.2, (Retention or Loss of Seniority). Such auxiliary service shall be pro-rated.

**10.2 Retention or Loss of Seniority**

10.2.1 Regular and term 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 employees shall retain seniority for 24 months from the last day of their employment.

10.2.4 Employees who sever employment of their own volition shall forfeit accrued seniority.

**10.3 Seniority Lists**

10.3.1 On the basis of Article 10.1, (Definition and Calculation of Seniority), and Article 10.2, (Retention or Loss of Seniority), a seniority list shall be produced by the College each year. The list shall be updated on April 1 each year and posted within one month. The College shall provide the Association and each department with a copy of the list.

10.3.2 The seniority list shall include all regular employees in the employ of the College, including those on the recall list as per Article 11.7, (Recall). The list shall also include term employees whose seniority is retained as per Article 10.2.3.

10.3.3 The list shall show, in order of seniority, the type of appointment(s) held by each employee, the time-status of the appointment(s), the department or area to which the employee has been assigned, the commencement date of service and the aggregate length of accumulated service in FTE days.

10.3.4 Notwithstanding employees' aggregate length of service on the seniority list, Article 11, (Reduction, Severance Pay and Recall), shall take precedence in the reduction of employees.

## **11 REDUCTION, SEVERANCE PAY AND RECALL**

### **11.1 College Commitment**

The College and the Association agree that the primary goal of the institution is education. The College will make every reasonable attempt to minimize the impact of funding shortfalls and reductions on the workforce.

### **11.2 Reasons for Reduction**

From time to time, the College may determine that a reduction in the number of employees is necessary. Reasons for such employee reduction include:

- a) decreased enrolment;
- b) elimination or reduction of a program or activity;
- c) shortage of funds; and
- d) organizational change.

### **11.3 Consultation on Reduction**

(See Common Agreement, Article 6.4.2, (Menu of Labour Adjustment Strategies))

- 11.3.1 After identifying the specific area or areas of potential reduction and prior to giving advance notification of layoff, the College shall:
  - a) provide the Association with written notice describing the potential reduction, the reason for the reduction, and the faculty members who may be affected;
  - b) within five (5) business days of the issuance of such notice, meet with the Association to engage in discussion and consultation on the intended reduction in an effort to minimize the impact on the employees so affected.
- 11.3.2 If the potential reduction identified by the College involves the closure of a department or program, the parties' consultation discussions shall include consideration of viable alternatives, if any, that may be available to avoid such closure.
- 11.3.3 The College shall provide the Association, upon request, with documentation the Association reasonably requires to engage in the consultation discussions described above.
- 11.3.4 These discussions shall include the possibilities of early retirement incentive offers as per Article 22.4, (Retirement Incentive and Reduction Sequence), and transfers as per Articles 11.5.2.4 and 11.5.3.4.
- 11.3.5 The College agrees to take into account Association concerns regarding the scope, content and timing of calls for interest in the items listed in Article 11.3.2, and the process for responses.

11.3.6 If the parties have not concluded their consultation discussions under Article 11.3 by the date that is ten (10) business days following the issuance of the pre-consultation notice under Article 11.3.1 (a), the College may proceed to issue advance layoff notice under Article 11.4. The issuance of advance layoff notice shall not prevent the parties' consultation discussions from continuing.

#### **11.4 Advance Notification of Reduction**

11.4.1 The College shall, as soon as possible in advance, and no later than one month prior to the date of transfer or notice of layoff determined by Article 11.5, (Reduction Sequence), notify the Association and any regular employees whose employment may be affected. The notification shall be in writing and shall specify the reasons for the intended change and shall refer the affected regular employees to the Association regarding their rights under Article 10, (Seniority).

11.4.2 As per Article 22.4, (Retirement Incentive and Reduction Sequence), retirement incentive offers that may offset the impact of the Article 11.5, (Reduction Sequence), shall be made simultaneously with advance notification.

11.4.3 Within one week of their request, employees under advance notice of layoff shall have access to the hiring criteria of departments or areas to which they may wish to be considered for transfer.

11.4.4 Consultation between the College and the Association as per Article 11.3, (Consultation on Reduction), shall continue subsequent to any advance notification. Within 5 duty days of the date of the advance notification, the Association shall have the right to present written submissions to the College on the proposed changes and their effects.

#### **11.5 Reduction Sequence**

Any reductions in the number of employees, reductions in workload or transfers within or between affected areas shall be accomplished to the extent required only as part of the following sequence:

11.5.1 For Term Employees

(See also Article 5.3.4 (Term Employees))

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

11.5.2 For Probationary Regular Employees

11.5.2.1 Within one week of having received notice of layoff, employees shall identify area(s) to which they wish to be considered for transfer.

11.5.2.2 The College shall reply within one week as to whether or not the employee meets the hiring criteria of the area(s) being considered for transfer.

- 11.5.2.3 By the end of the third week following notice of layoff, employees shall confirm their choice of area to which they may be transferred and the transfer shall be affected by the College.
- 11.5.2.4 Transferring probationary 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 this Agreement.
- 11.5.2.5 Terminating those on probationary regular appointments with one month's notice according to length of service with the College under this Agreement
- 11.5.3 For Regular Employees
  - 11.5.3.1 Within one month of having received notice of layoff, employees shall identify area(s) to which they wish to be considered for transfer.
  - 11.5.3.2 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.
  - 11.5.3.3 By the end of the second month following notice of layoff, employees shall confirm their choice of area to which they may be transferred and the transfer shall be affected by the College.
  - 11.5.3.4 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 this Agreement.
  - 11.5.3.5 Terminating other permanent regular employees with 3 months' notice according to length of service with the College under this Agreement.
  - 11.5.3.6 When the College does not issue notice of layoff to a permanent regular employee within 3 months of the date of the advance notice issued to that employee pursuant to Article 11.4.1, then the College will withdraw the advance notice issued to that employee.
- 11.5.4 For Employees Affected by Transfers
  - 11.5.4.1 Probationary and permanent regular instructors displaced by a transferring employee shall be also subject to the provisions of Article 11.3, (Consultation on Reduction), Article 11.4 (Advance Notification of Reduction), and Article 11.5, (Reduction Sequence).
  - 11.5.4.2 It is expected that transferring employees will use their annual professional development time to orient and prepare themselves for their new assignments. If the annual professional development entitlement has already been used or if additional time over and above the professional development time is required, the

College will consider requests for additional professional development time on a case-by-case basis. Such requests will not be unreasonably denied.

## **11.6 Severance Pay**

### **11.6.1 Severance Pay Entitlement**

11.6.1.1 All permanent regular employees shall be entitled to severance pay should their employment be terminated by the employer in accordance with Article 11, (Reduction, Severance Pay and Recall).

11.6.1.2 Instructors who receive permanent regular appointments as per Article 4.9, (Change in Type of Appointment), shall be entitled to severance pay 3 years after appointment to permanent regular status.

11.6.1.3 Probationary regular instructors shall be entitled to severance pay immediately upon appointment to permanent regular status.

11.6.1.4 Employees eligible for severance pay shall have the option to take severance pay: at the time of layoff; at the expiration of their recall period or during their recall period.

Employees who take severance pay shall forfeit all rights to recall.

11.6.1.5 Severance pay shall not be granted to permanent regular employees whose employment as employees is discontinued and who, of their own volition, transfer to other continuous employment with the College.

### **11.6.2 Calculation of Severance Pay**

11.6.2.1 Immediately upon appointment, permanent regular employees are entitled to be paid one month's severance pay should their employment, as a result of the discontinuance of the course for which they are employed or the reduction of the number of employees required for the course, be terminated by the employer within one year of their appointment as permanent regular employees. Should such severance occur after one year, the employees' entitlement to severance pay shall be increased by one month's salary every additional year of employment with the College and pro-rated monthly, up to a maximum of 5 months for the first 5 years and further pro-rated monthly by one month for each 3 years of employment thereafter to a combined total of 10 months. Such severance pay shall be based on the rate of pay of which the terminated employees are in receipt at the date notices are received.

11.6.2.2 Those who were hired as term employees and who have subsequently become permanent regular employees, will have their rights to severance pay dated back to the date on which their continuous employment commenced.

11.6.2.3 Severance pay, as outlined above, is in addition to notice as required by Article 11, (Reduction, Severance Pay and Recall), or pay in lieu thereof.

## 11.7 Recall

- 11.7.1 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 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.
- 11.7.2 Names of eligible employees shall remain on the recall list for a maximum of 2 years from the effective date of layoff. A copy of this list will be provided to employees whose names appear thereon and to the Association. All job postings will be mailed to employees on the recall list.
- 11.7.3 To remain eligible for recall/reappointment under this Article, 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 11.7.1, all further rights to recall for that area are lost and the employee will be removed from the recall list for that area.
- 11.7.4 Upon temporary recall or recall/reappointment 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.
- 11.7.5 Temporary Recall
- Temporary recall rights may be exercised by employees to accept offers of appointments as defined herein. Such appointments do not affect the status of employees as regular instructors except for seniority calculations as per Article 10.1.3, (Regular Instructors).
- 11.7.5.1 Definition
- Temporary recall is the acceptance by employees on the recall lists as per Article 11.7.1 of offers of appointment with:
- a) less time status than the time status of the appointments they formerly held; or
  - b) the same time status but of less than 4 months duration; or
  - c) either the same or less time status but of indeterminate length as a result of replacing employees on leave pursuant to Article 8.4, Illness or Injury Covered by Workers' Compensation, Article 8.5, Illness or Injury Not Covered by Workers' Compensation, or Article 8.13, Jury Duty and Court Appearance.

- 11.7.5.2 Employees who accept offers as per Article 11.7.5.1(a) shall:
- a) complete the class to which they have been temporarily recalled before exercising their recall rights to equivalent time-status appointments;
  - b) accrue all benefit entitlements and if the temporary recall is for less than 4 months have their period of recall entitlement extended by an amount equal to the period of the temporary recall appointment; and
  - c) be entitled to a new 2-year recall period when they are temporarily recalled for periods of 4 months or longer and are subsequently laid off.
- 11.7.5.3 Employees who accept offers as per Article 11.7.5.1(b) shall:
- a) complete the class to which they have been temporarily recalled before exercising their recall rights to appointments;
  - b) accrue all benefit entitlements and have their period of recall entitlement extended by an amount equal to the period of the temporary recall appointment; and
  - c) be entitled to a new 2-year recall period if they are temporarily recalled for periods of 4 months or longer and are subsequently laid-off.
- 11.7.5.4 Employees who accept offers as per Article 11.7.5.1(c):
- a) may, if their temporary recall appointments are or become periods of 4 months or greater, exercise their recall rights to equivalent time status appointments before completing the classes to which they have been temporarily recalled;
  - b) shall be considered to be on temporary recall without rights to further notice of layoff and a new 2-year recall period until the employees being replaced return to duty or until recall or reappointments become available, whichever occurs first; and
  - c) shall accrue all benefit entitlements and have their period of recall entitlement extended by an amount equal to the period of the temporary recall appointment.
- 11.7.5.5 Employees who have accepted temporary recall appointments of less than 4 months shall not be entitled to notice of layoff from such appointments. Employees will not receive notice if the combination of individual temporary recall appointments exceed 4 months. This is without prejudice to the Association's right to challenge the appropriateness of the term of the individual assignments.

## **12 GRIEVANCE PROCEDURE**

- 12.1** The aggrieved party and/or the Association shall first exhaust all remedies available under this Article before pursuing other remedies available.

Any difference arising between the parties bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof, including any question as to whether any matter is arbitrable, shall be resolved without work stoppage and the following stages shall be undertaken without delay:

### **12.2 Pre-Grievance**

- 12.2.1 The aggrieved employee, alone or with a steward of the Association, may first, take up the matter with the appropriate Dean involved, alone or with any other member of the College staff, within 30 working days of the date on which the incident giving rise to the grievance occurred or of the time when the grievor could have reasonably been expected to become aware of the incident, whichever is later. This stage shall not exceed 7 working days.
- 12.2.2 Any informal resolution of a grievance shall be consistent with this Agreement but shall not be binding on the College, the Association or any other employee.
- 12.2.3 The Association may initiate a grievance concerning any informal resolution.

### **12.3 Stage I**

- 12.3.1 A formal written grievance may be advanced to the College through the appropriate Dean or delegate by the aggrieved employee with a steward of the Association. The Association will forward a copy of any formal written grievance to Human Resources.
- 12.3.2 This shall be done within 30 working days of the date on which the incident giving rise to the grievance occurred or of the time the grievor could have reasonably been expected to become aware of the incident or within 7 days of receiving a response under Article 12.2.1 above, whichever is later.
- 12.3.3 The written grievance shall state the alleged violation(s) and remedy(ies) sought.
- 12.3.4 This stage shall be considered as the official commencement of the grievance procedure. If the matter is not resolved within 7 working days it may be advanced to Stage II.

### **12.4 Stage II**

The grievance shall be advanced by the Chief Steward of the Association or delegate to the appropriate Vice President or delegate. If the matter is not resolved within 7 working days it may be advanced to Stage III.

## **12.5 Stage III**

- 12.5.1 Should no settlement be made, the difference may be referred by the grieving party (either the Association or the College) to a single arbitrator whose decision shall be final and binding and enforceable on all parties. Each party shall pay its own expenses and costs of arbitration and one-half of the compensation and expenses of the arbitrator.
- 12.5.2 Notwithstanding the foregoing, the College and the Association may, by mutual consent, waive the provision to refer the grievance to a single arbitrator and elect to take the grievance to an Arbitration Board for final and conclusive settlement. The Arbitration Board shall consist of 3 members. One member is to be appointed by the Association and one member by the College. The third member, who will be the Chair, will be appointed by the other 2. Failing agreement by them within 7 working days, either party may apply to the Minister of Labour to make such appointment. The decision of the arbitrators, or any 2 of them, made in writing, shall be final and binding on both parties. Each party shall pay: its own expenses and costs of arbitration; the remuneration and disbursements of its appointee to the Arbitration Board and one-half of the compensation and expenses of the Chair and of stenographic and other expenses of the Arbitration Board.
- 12.5.3 The arbitration decision shall be made and transmitted to both parties within 15 working days from the date of the appointment of the arbitrator/Arbitration Board Chair.

## **12.6 Time Limits**

- 12.6.1 The party responsible for advancing the grievance to each succeeding step shall do so by notifying the other party in writing, not later than 7 working days from the expiration of the previous stage. The succeeding stage shall commence the day following receipt of such notice. If such notice is not given, the grievance shall be deemed to be abandoned and all recourse to the grievance procedure shall be at an end.
- 12.6.2 Extensions of the time periods in the steps shall be made only by agreement of the parties concerned.

## **12.7 Suspension or Dismissal**

Any employee bound by this Agreement who alleges suspension or dismissal for other than proper cause, shall be entitled to have such grievance settled in accordance with the grievance procedure set forth above, commencing at Stage II.

If the grievance is not resolved at Stage II, it may be referred by either party to an arbitrator mutually agreed to by the parties, for a final and binding determination. If such employee is found by the arbitrator to have been suspended or dismissed for other than proper cause, the arbitrator shall make an order in accordance with the Labour Relations Code.

## **12.8 Layoff, Recall or Severance**

Any difference arising between the parties concerning the application, operation or any alleged violations of Article 11.5, (Reduction Sequence), Article 11.6, (Severance Pay), and Article 11.7, (Recall), shall be settled in accordance with the grievance procedure set forth above, commencing at Stage II. If the grievance is not resolved at Stage II, it may be referred by either party to an arbitrator mutually agreed to by the parties for final and binding determination.

## **12.9 Policy Grievance**

Where either party disputes the general application, interpretation or alleged violation of an Article of this Agreement, the dispute shall be discussed initially with the appropriate Vice President or delegate or the President of the Association or delegate, as the case may be, within 30 working days of the date on which the incident giving rise to the grievance occurred or of the time when the party could have reasonably been expected to become aware of the incident, whichever is later. Where no satisfactory agreement is reached, either party may refer the dispute to the grievance procedure commencing at Stage III.

## **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.

13.1.1 For Department Heads, Assistant Department Heads and Coordinators I and II, the selection/appointment process shall include either a selection committee or an election procedure.

13.1.2 For Instructional Associates, the selection/appointment process shall be by selection committee.

13.1.3 An applicant does not have to be a full-time regular instructor at the time of the interview. The applicant, if appointed to the posted position, shall automatically become a full-time regular instructor at the time of appointment.

### **13.2 Posting**

13.2.1 The appropriate Dean or Director shall initiate the selection/appointment process no less than 8 weeks before the date of vacancy as per Article 13.3, (Terms of Appointment).

13.2.1.1 The selection/appointment process will commence with a posting for the vacant position. The posting period will be for 6 weeks and will close at midnight on the closing date. A waiver in full, or in part, of the 6 week posting period requires the agreement of the College and the Association.

13.2.2 The posting shall indicate the procedure being used to fill it and the internal or external status of the competition. 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)

13.2.2.1 Prior to the distribution of a job posting, Human Resources shall forward a copy of the posting, including an indication as to whether the posting is to be internal or external, to the Association President for cross referencing against the previous posting for that position. The Association President must respond to Human Resources within 5 working days, if there are any concerns about the posting.

13.2.2.2 Copies of all postings with the attached job descriptions shall be maintained on file in Human Resources for future reference.

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.

13.2.4 Applicants should respond to a posting with a complete vitae. The College shall not be asked to take information from applicants' Personnel Files.

### **13.3 Terms of Appointment**

13.3.1 The terms of appointment as Instructional Associates, Department Heads, Assistant Department Heads or Coordinators, 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.

#### **13.3.1.1 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.

13.3.2 The terms of appointment as Instructional Associates, Department Heads, Assistant Department Heads or Coordinators, shall be initially for a one-year probationary period. Instructors with these appointments shall be evaluated during the probationary period.

13.3.2.1 The criteria, methods and procedure to be used for the evaluation shall be established through the Joint Steering Committee as per Article 3.10.2(c), (Evaluation and Appraisal of Instructors with Responsibility Allowances), and Appendix VIII, (Guidelines for the Evaluation and Appraisal of Instructors with Responsibility Allowances).

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. Appointments for Instructional Associates will be at least **12** months apart. At the end of the 3 year term, Instructional Associates shall return to their previous positions as instructors, or may be eligible to reapply for a second term of 3 years.

**The parties agree that in order to achieve the 12-month staggering referred to above, the appointment of the Instructional Associate whose term is currently scheduled to expire on December 31, 2014 shall be extended until June 30, 2015.**

13.3.4 In the case of Department Heads, Assistant Department Heads and Coordinators, upon satisfactory completion of the probationary period the appointee shall be confirmed for the remainder of the term of appointment. The instructor may be appointed to one further 3-year term, without evaluation, provided the selection/appointment process chosen under the terms of Article 13.4, (Choice of Selection Method for Department Heads, Assistant Department Heads and Coordinators), is followed.

13.3.4.1 After completing 6 consecutive years as Department Head, Assistant Department Head or Coordinator, instructors shall not be eligible to be appointed to the position they have held for a period of at least 3 years. This provision **shall** be waived for a Department Head, Assistant Department Head or Coordinator

- a) in departments or areas of 3 or fewer full-time equivalent instructors; or
- b) in departments where each area has 3 or fewer full-time equivalent instructors.**

#### **13.4 Choice of Selection Method for Department Heads, Assistant Department Heads and Coordinators**

13.4.1 Initially, and thereafter as needed, each department or area with more than 3 full-time equivalent instructors shall meet to decide which of 2 methods:

- a) election, or
- b) selection committee

will be used to select an instructor to fulfil the responsibilities of Department Head, Assistant Department Head, Coordinator I or Coordinator II.

13.4.2 The choice made under the terms of this Article shall remain in force unless changed by secret ballot of the instructors concerned at a meeting called under the terms of Article 13.4, (Choice of Selection Method for Department Heads, Assistant Department Heads and Coordinators). Such a change requires a two-thirds majority of those voting to be effected.

13.4.3 Such meetings shall be initiated and chaired by Association designated Stewards or delegates, who shall be responsible for administrating the voting process. When

necessary to cover extended shifts, more than one meeting may be called within one department or area.

- 13.4.4 All instructors in an area or department who in the month of the meeting hold or held term or regular appointments; who are on vacation accrued while they were members of the department or who are on approved leaves of absence shall be eligible to attend and vote.
- 13.4.5 Voting shall be by secret ballot of those at the meeting(s). The method receiving the higher number of votes shall be used. In case of ties, the vote shall be repeated.
- 13.4.6 There shall be a ballot on the choice of selection committee or election for each position in a department or area. The designated Steward or delegate shall inform the Association and the College of the results.
- 13.4.7 Departments or areas of 3 or fewer full-time equivalent instructors shall only use selection committees.

### **13.5 Election Procedures and Procedural Guidelines for the Election of Department Heads, Assistant Department Heads and Coordinators**

The election of instructors to fulfil the responsibilities of Department Head, Assistant Department Head, Coordinator I or Coordinator II shall be conducted as per the procedural guidelines in this Article.

- 13.5.1 Prior to the distribution of a job posting, the College shall forward a copy of the posting to the Association for review. The Association shall respond within 5 working days.
- 13.5.2 The posting takes place as per Article 13.2, (Posting). All timelines may only be waived with the mutual approval of the Association and the College.
- 13.5.3 Within the posting period, the Association shall notify the appropriate Dean or Director of the Steward or delegate who will chair the election.
- 13.5.4 The Chair of the election shall, within the posting period, consult with the department or area members, to set the election, to be held no later than 3 weeks prior to the commencement of an appointment. Two week's notice of the meeting shall be given.
  - 13.5.4.1 The College shall provide clerical support to the election process.
- 13.5.5 All instructors in an area or department who in the month of the meeting hold or held term or regular appointments; who are on vacation accrued while they were members of the department or who are on approved leaves of absence shall be eligible to attend and vote.
- 13.5.6 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.

- 13.5.7 The Chair shall, in writing, advise all instructors concerned of the candidates' names in alphabetical order and that arrangements can be made through the appropriate Dean's or Director's office to make the resumes available for review.
- 13.5.7.1 All candidates will be notified of the meeting time and that they will have an opportunity to speak for up to 5 minutes.
- 13.5.8 Election Meeting
- 13.5.8.1 Candidate resumes will be available at the meeting place for a half-hour prior to the meeting.
- 13.5.8.2 After the opening statements of each candidate, the Chair shall then conduct a question and answer period. All candidates shall have the opportunity to respond to each question.
- 13.5.8.3 Once the question period has concluded the candidates may offer closing statements of up to 2 minutes.
- 13.5.9 Voting Process
- 13.5.9.1 Voting commences immediately following closing statements and is conducted by secret ballot. When necessary to accommodate extended shifts, the period of balloting may be extended by the meeting.
- 13.5.9.2 Valid ballots shall be marked with the name of the candidate chosen or the word "no" if no candidates are deemed satisfactory; when there is only one candidate, ballots shall be marked either "yes" or "no".
- 13.5.9.3 Any spoiled or blank ballots shall not be considered valid.
- 13.5.9.4 Only those eligible as per 13.5.5 above may vote. There is no proxy voting.
- 13.5.9.5 A candidate named on more than 50% of the valid votes cast on a ballot; or, in the case of a single candidate, with more than 50% of the valid ballots marked "yes" shall be considered elected and the meeting is adjourned. (See Article 13.5.10)
- 13.5.9.6 When there are more than 2 candidates and no candidate receives more than 50% of the valid votes cast then the candidate with the least votes is eliminated and another ballot is held.
- 13.5.9.7 When there are 4 or more candidates and no candidate receives more than 50% of the valid votes cast and a tie occurs between those with the least votes then the tied candidates are eliminated and another ballot is held.
- 13.5.9.8 When there are 3 candidates and no candidate receives more than 50% of the valid votes cast and a tie occurs between those with the least votes then another ballot is held with all 3 candidates remaining on the ballot.

- 13.5.9.9 When there are 2 candidates and both candidates receive the same number of valid votes then another ballot is held; if they remain tied, the meeting shall be adjourned and reconvened at a convenient time as per Article 13.5.8 , (Election Meeting), and then Article 13.5.9, (Voting Process). The Chair shall so advise the Association and the appropriate Dean or Director.
- 13.5.9.10 When a single candidate does not receive more than 50% of the valid votes cast, the voting process shall be considered complete and the meeting is adjourned. (See Article 13.5.10)
- 13.5.10 The Chair shall only advise the department or area whether the voting process is complete or not.
- 13.5.11 Immediately following the meeting, the Chair shall validate the ballot count with a Steward before destroying the ballots.
- 13.5.12 The Chair shall only advise the appropriate Dean or Director of the name of the successful candidate or if no candidate was successful.

### **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 this 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 3 phases:

1) 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' or areas' faculty.

2) Interview Meeting

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

3) 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 Instructional Associate

The nominee of the College President as Chair; the appropriate Vice President or delegate; \*a regular instructor selected by the Association and 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 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 and 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 Assistant Department Head and Coordinator I

An Instructional Associate in the capacity of Chair; the Department Head; \*a regular instructor selected by the Association who is not an instructor in the department concerned and 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.

13.6.6.4 Selection of Selection Committee Members

Association Delegate

- a) Depending on the position under consideration either the College President or the Dean or Director shall request in writing from the Association President that an Association delegate to the selection committee be appointed. This delegate shall assume the responsibility for conducting a department or area meeting for the selection of an instructor(s) to sit on the selection committee, as per Articles 13.6.6 through 13.6.6.3.
- b) Confirmation of the Association delegate must be forwarded by the Association President to the College President or appropriate Dean or Director in a timely manner. The confirmation letter shall be copied to all constituent groups.
- c) It is the responsibility of the Association President to ensure that the Association delegate understands the meeting rules of order and any other items related to the delegate's duties as outlined in these guidelines.

13.6.6.5 Department or Area Meeting

- a) A meeting shall be convened by the Association delegate after the closing date for applications. The purpose of the meeting is to provide a forum for discussion and to select members from the department or area for service on the selection committee in accordance with this Agreement. As well, alternates for each delegate must be selected. To ensure maximum attendance, the Association delegate shall give 5 working days notice of the meeting in writing to each constituent by delivering this notice through the College mail.
- b) The Association delegate shall chair the meeting. Instructors in a department or area who currently hold term or regular appointments shall be eligible to attend and vote.
- c) Applicants may attend and vote.
- d) Voting is by secret ballot. The person(s) with the greatest number of votes is the selection committee delegate(s); the person(s) with the next greatest number of votes is the alternate(s). The Association delegate must reinforce the principle of confidentiality and state very clearly that all selection committee members must adhere to this principle. The Association delegate shall inform the selection committee chair in writing of the name(s) of the delegate(s) and alternate(s).
- e) If a selected delegate to the selection committee cannot attend the pre-interview meeting or the interview meeting, then the alternate must carry through to the conclusion of the selection committee proceedings. Adequate notice of the selection committee meeting schedules shall be provided to the alternate delegates by the selection committee chair.

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 Pre-Interview Meeting

It is the responsibility of the selection committee chair to set up the pre-interview meeting by alerting all members of the selection committee of the time and place and also to follow up with a confirming memo.

At the pre-interview meeting the following shall be accomplished:

- Review of the position posting including the duties, responsibilities and qualifications;
- Determine criteria and process for the short-listing of candidates;
- Review of all applications, both internal and external, in order to determine which applicants meet the criteria;
- Prepare a short-list(s) of the candidates that meet the prescribed criteria;
- Determine the questions to be asked of the applicants that shall be interviewed; and
- Determine the order in which the questions shall be asked.

At the end of the pre-interview meeting, the chair shall collect all the documentation pertaining to the applicants and the process and remind the delegates that the information is confidential.

#### 13.6.6.8 Short-listing of Candidates

The selection committee delegates at the pre-interview meeting shall determine the process and establish the criteria which determine who will be short-listed.

All candidates who, in the selection committee's judgement, meet the criteria shall be short-listed. Three short-lists shall be made: one for candidates from within the bargaining unit; one for other employees of the College and one for external candidates.

Short-listed candidates shall be interviewed in the following order:

- 1) those from within the bargaining unit; if no candidate is found suitable for the position, then
- 2) those who are not within the bargaining unit but who are employees of the College; if no candidate is found suitable for the position, then
- 3) external candidates.

If the Selection Committee selects a candidate as per 13.6.6.8 (1) then interviewing of candidates on the next short-list shall not proceed.

A secret ballot shall, upon request of any member of the selection committee, be used to determine the short-lists if this appears helpful.

The short-listing of at least one candidate is sufficient for the process to continue.

If at the conclusion of the pre-interview meeting, the delegates determine that there are no applicants who meet the criteria, the chair shall retain all documentation and forward said documentation along with a memo to the College President or appropriate Vice President, indicating that no suitable candidates were found. The memo shall be signed by all selection committee delegates. Minority opinions on the matter, can if so requested by a delegate(s), be forwarded as well.

The College President or appropriate Vice President shall reconvene the selection committee to discuss the non-suitability of applicants.

#### 13.6.6.9 Release of Names

All short-listed candidates (internal and external) shall be contacted by the chair and be asked for permission to release their names to the public.

If permission is denied by any short-listed candidate, the candidate's application must be considered as confidential.

Candidate's permission to release their names shall be announced to the selection committee delegates by the chair.

#### 13.6.6.10 Preparation for Interviewing

All questions to be asked by each delegate are determined. These questions shall be typed and distributed to each delegate at the interview meeting.

#### 13.6.6.11 After the Pre-Interview Meeting

Within 3 days after the pre-interview meeting, the selection committee chair shall inform all candidates of their status in the competition.

The selection committee chair, pursuant to Articles 13.6.2 and 13.6.3, shall confirm with the candidates and the committee members a convenient and reasonable date and time for the interview(s), following up with a memo of confirmation to candidates and committee members.

The selection committee chair shall make applications and supporting documents available in confidence to committee members at least 10 days prior to the interview and shall give each member a copy of them at least one day prior to the interview.

#### 13.6.6.12 Proceedings at the Interview Meeting

- a) The chair shall welcome the interviewee to the proceedings and introduce each committee member by name and area of representation.
- b) It shall be explained to the interviewee by the chair, that this is a selection committee; but that the candidate, if successful, will be appointed by the appropriate Vice President, Dean or Director.

- c) The selection committee's decision making process shall be explained to the interviewee by the chair.
- d) The interviewee shall be informed that the selection committee process is confidential and under the control of the chair.
- e) The interviewee shall be given an explanation of how the "round-robin" interview process is to take place. That is, each delegate shall be given the opportunity to ask questions as agreed upon at the pre-interview meeting and that there may be a possibility of the committee asking the interviewee to leave the room while the selection committee discusses procedural matters.
- f) Each delegate shall ask their particular set of pre-agreed upon questions, in the same manner, to each interviewee. Some variation in the questioning may be required depending on the background of the interviewee.
- g) Adjunct (connected or follow-up) questions may be asked, but delegates must first seek permission of the chair.
- h) The chair shall ask the interviewee if there are any points that need clarification.
- i) The interviewee shall be given the opportunity, with the chair's permission, to ask questions of clarification throughout the interview process. At the end of the interview, the interviewee shall, with the chair's permission, have the opportunity to ask delegates follow-up questions or make a final statement.
- j) It is appropriate to discuss procedural questions after each interview if clarification is needed, but discussion of applicants shall not occur between interview sessions.
- k) The above processes are repeated until all the short-listed candidates have been interviewed.

#### 13.6.6.13 Decision Process

##### 13.6.6.13.1 Decision by Majority Vote and Appointment of the Selected Candidate

- a) Normally, there shall be 2 ballots to confirm a committee's selection. After all candidates have been interviewed and prior to any discussion, a secret ballot shall be conducted by the chair. Delegates shall be asked to indicate their choice. The chair shall then count the ballots and indicate the results after every ballot. The ballots are then destroyed. Members may return a blank ballot.
- b) A discussion shall then ensue under the chair's direction during which each delegate (in order of interview) shall explain their decision relative to the criteria agreed upon.
- c) After all delegates are satisfied that full discussion has taken place, a second secret ballot shall be called by the chair. If there is a majority for a candidate on this second ballot, then that candidate shall be the selection of the committee and the process proceeds as follows in

Article 13.6.6.13.1(e). If there was not a majority vote, then the process proceeds as in the next Article below.

- d) If there was a unanimous first ballot; and after the discussion described in Article 13.6.6.13.1(b), and all delegates agree the second ballot shall be waived; then the choice for the first ballot shall be selection of the committee.
- e) The chair then terminates this part of the interview process, thanks the delegates and collects all confidential documents. The delegates may keep their summary notes. These are considered confidential and shall be destroyed after the actual appointment is made or the selection committee stands down.
- f) The chair then drafts a memo addressed to the individual who shall make the appointment. This memo states the position name, the date of the interview process, the names of the delegates and, as per Article 13.7, (Appointment Process for both Selections and Elections), the decision of selection committee.
- g) If the selected person is not appointed, the person responsible for the appointment shall meet with the selection committee to attempt to reach accord as per Articles 13.7.1 and 13.7.2.2.
- h) In instances where the selection committee has selected an applicant who is not currently a member of the Association, the College President or appropriate Dean or Director shall request Human Resources to conduct a thorough reference check (at least 2 references should be contacted). Any concerns shall be brought back to the selection committee.
- i) Upon official announcement of the appointment (by the appropriate Dean/Director, appropriate Vice President or College President or delegate, as appropriate) and the standing down of the selection committee, the actual number of applications for the position shall be released by the chair.

13.6.6.13.2 No Majority Decision Reached or No Candidate Recommended

- a) Split Decision

If after a second vote, the selection committee does not have a majority decision, a second round of discussion and voting is in order. If the third ballot does not result in a majority decision, the chair shall draft a memo to the College President or appropriate Vice President, outlining the split decision and recommending a course of action. All selection committee delegates sign this memo, and the resumes and applications of all short-listed applicants are attached to it.

b) No Candidate Recommended

Procedure is the same as in Article 13.6.6.13.2(a) above, but a recommendation from the selection committee for another posting (internal, external or both) or another course of action may be included in the memo. The memo is to be signed by all selection committee delegates, with the resumes and applications of all short-listed applicants attached.

c) Adjournment

In some instances, especially after a lengthy discussion process, the selection committee may suggest an adjournment. If the selection committee determines that it is necessary, the chair shall adjourn the proceedings for not longer than 24 hours. If a weekend is involved, then it would be the next working day in the following week.

d) Re-interview One or More Candidates

As an alternative to rendering a "split decision" in Article 13.6.6.13.2(a) above or "no candidate selected" decision in Article 13.6.6.13.2(b) above, the committee may determine that one or more of the candidates should be re-interviewed. If the selection committee so determines, the chair shall arrange a re-interview. At the re-interview, the chair shall explain the reason(s) for the re-interview to the candidate(s) and the interview process shall continue as in Article 13.6.6.12, (Proceedings at the Interview Meeting), above. The outcome of the re-interview shall follow the guidelines described in Article 13.6.6.13, (Decision Process), above.

e) Position Re-posted

In cases where the selection committee cannot select any applicant and the appropriate Vice President, Dean or Director re-posts the position, it is suggested that the same selection committee continue its function for the second round of applicants as this committee has already gained experience relative to the posting. There are 3 conditions for the continuance of the same selection committee:

- 1) the individual responsible for the appointment wishes to continue with the same selection committee;
- 2) the lapse between the selection committee's recommendation and the posting does not exceed 3 months; and
- 3) the selection committee members or their alternates wish to continue for the second round of interviews.

13.6.6.13.3 Informing Candidates of the Decision

- a) Informing the candidates of the decision to appoint is strictly the obligation of the individual receiving the recommendation (College President, appropriate Vice President or appropriate Dean/Director). All selection committee members must maintain strict confidentiality.
- b) A verbal offer of appointment must be made to the selected candidate followed as soon as possible by an official offer in writing, before the other candidates are contacted.
- c) The appointee shall, at the time of being informed by the College President, appropriate Vice President or appropriate Dean/Director, be instructed to maintain confidentiality of the offer until his/her acceptance has been received by the College and all non-selected candidates have been advised or the appointment is announced by the College.
- d) As soon as the selected candidate has accepted the written offer, the unsuccessful candidates shall be informed, preferably verbally, followed by a note of thanks for their interest in applying by the Dean or Director.

**13.7 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, (Posting).
- 13.7.2 In the case of Department Heads, Assistant Department Heads or Coordinators, the selection committee chair or the chair of the election process will inform the appropriate Vice President of the selected instructor. The appropriate Vice President will appoint this instructor to the position.
  - 13.7.2.1 The selection shall be in writing and signed by all selection committee members or by the chair of the election process. All signatories shall receive a copy.
  - 13.7.2.2 If the appropriate Vice President is not willing to make the appointment, the appropriate Vice President shall meet with the selection committee or with the instructors eligible to vote in the election process. An attempt shall be made to come to accord. Should accord not be reached the position shall immediately be re-posted as per Article 13.2, (Posting).

### **13.8 Orientation Leave**

- 13.8.1 Instructors when first appointed to positions under the terms of this Article shall receive a minimum of 2 full duty days of paid orientation leave to be taken as close to the commencement of their appointments as possible. Additional leave may be approved upon application.
- 13.8.2 The College and the Association shall co-ordinate the orientation and make every effort to ensure that instructors are oriented to the full range of the required duties and responsibilities of their new positions.

### **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 shall not normally instruct full-time.
- 13.9.3 The determination of actual instructional time for each instructor with responsibility appointments outlined in Article 13, (Selection and Appointment of Instructional Associates, Department Heads, Assistant Department Heads and Coordinators), will be made by the appropriate Dean or Director in consultation with the individual involved in order to meet the needs of the School or Centre or department in question.

### **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 and Coordinators 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.
  - 13.10.1.1 A Steward or alternate shall chair a meeting for the purposes of voting and shall inform the Association and the College of the result.
- 13.10.2 Article 13.10.1 does not apply to replacement during the vacation, any leave of less than one month or professional development periods of the incumbent.
- 13.10.3 With the mutual agreement of the Association and the College, a replacement instructor who has been elected under the terms of Article 13.10.1 may continue in the position for periods of longer than 3 months but only if the position has been posted.
- 13.10.4 As soon as it is known that the incumbent will have to be replaced for a period of longer than 3 months the position shall be posted as per Article 13.2, (Posting).
  - 13.10.4.1 Any such posting shall indicate that the appointment will terminate, given the provisions of the probationary period are satisfied, 3 years after the June 30 or December 31, as appropriate, that follow the appointment.

Any such additional time shall not be included in the determinations required by Article 13.3.4.1.

13.10.4.2 Notwithstanding Articles 13.10.3, 13.10.4 and 13.10.4.1, when an incumbent has to be replaced for a period longer than 3 months because of illness or other extenuating circumstances, and with the mutual agreement of the Association and the College, a replacement instructor who has been elected under the terms of Article 13.10.1 may continue in the position for additional periods of 3 months without the position being posted. Such agreements shall be reviewed one month prior to the expiry of each 3 month appointment.

13.10.5 All service that results from the application of Article 13.10, (Acting Capacity), shall be with release time and allowances as stipulated in this Agreement.

13.10.5.1 Furthermore, such service shall not be included in the determinations required by Article 13.3.4.1.

### **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 or Coordinator positions, the position shall be posted as per Article 13.2, (Posting).

13.11.2 If a choice of selection method is necessary and as soon as it is known that such a posting will occur, a Steward or delegate shall initiate the process as per Article 13.4, (Choice of Selection Method for Department Heads, Assistant Department Heads and Coordinators).

13.11.2.1 The choice of selection method shall be made before the posting of such positions.

13.11.3 Any such posting shall indicate that the appointment will terminate, given the provisions of the probationary period are satisfied, 3 years after the June 30 or December 31, as appropriate, that follows the appointment.

13.11.3.1 Any such additional time shall not be included in the determinations required by Article 13.3.4.1.

### **13.12 Service as Instructors**

Service as an Instructional Associate, Department Head, Assistant Department Head, or Coordinator 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.

## **14 TECHNOLOGICAL CHANGE**

### **14.1 Definition**

"Technological change" is a change in the use of equipment or material which significantly affects the terms and conditions of employment of members of the bargaining unit or alters the basis on which this Agreement was negotiated. Layoffs caused by budget limitations, decreases in enrollment or elimination of programs shall not be interpreted as being the result of technological change.

### **14.2 Notice**

The College shall notify the Association as far in advance as possible, in writing, of an intended technological change and its potential effect on members of the bargaining unit. Such notice shall be given at least 120 days before introducing the intended technological change and shall consist of a detailed description of the change; a proposed implementation date; the approximate number, type and location of employees likely to be affected by the change and the possible effect of working conditions and terms of employment.

### **14.3 Consultation**

When the Association has received notice of the intended technological change, the parties to this Agreement undertake to meet within the next 30 days to discuss potential problems and attempt to reach agreement on solutions which will minimize the impact of the technological change on employees affected thereby.

### **14.4 Resulting Agreements**

Agreements reached during discussions between the parties shall be set out in a Memorandum of Agreement which shall have the same force and effect as the provisions of this Agreement.

### **14.5 Notice to Employees Affected**

At least 90 days before introducing a technological change, employees potentially affected by the intended change shall be notified of the impending change by the College and advised of any agreements reached under Article 14.4, (Resulting Agreements) hereof.

### **14.6 Dispute Resolution**

14.6.1 In the event the foregoing procedure does not produce agreement or should there be a dispute as to whether or not the change is, in fact, a technological change, either party may refer the matter directly to arbitration, pursuant to Article 12, (Grievance Procedure), bypassing all other steps of the Grievance Procedure.

14.6.2 The Arbitration Board shall decide whether or not the College has introduced or intends to introduce, a technological change and, upon deciding that the College has introduced, or intends to introduce, a technological change, the Arbitration

Board shall inform the Minister of Labour of its finding and may then, or later, make any one or more of the following orders:

- that the change be made in accordance with the terms of this Agreement unless the change alters significantly the basis upon which this Agreement was negotiated;
- that the College will not proceed with the technological change, for such period, not exceeding 90 days, as the Arbitration Board considers appropriate;
- that the College re-instate any employees displaced by reason of the technological change;
- that the College pay to any re-instated employee such compensation in respect of his/her displacement as the Arbitration Board considers reasonable; and
- that the matter be referred to the Labour Relations Board per the *Labour Relations Code*.

#### **14.7 Training**

Where technological change may require additional knowledge and skill on the part of a regular employee, such regular employee shall be given the opportunity to study, practice and train to acquire the knowledge and skill necessary to retain employment, provided the regular employee can qualify for the new work within a reasonable training period. The College agrees to pay regular employees at their prevailing rate of pay with benefits during such training period.

### **15 PERFORMANCE APPRAISAL OF PERMANENT REGULAR EMPLOYEES**

- 15.1** At the request of the appropriate Dean or Director or upon their own request, the performance of permanent regular instructors may be appraised. The performance appraisal is intended to identify the strengths and development needs of employees, improve the professional competence of employees and maintain a high degree of excellence within the College.
- 15.2** Performance appraisals of permanent regular instructors shall be carried out according to Appendix VI, (Guidelines for the Performance Appraisal of Permanent Regular Instructors).
- 15.3** Performance appraisals of instructors in their roles as Instructional Associates, Department Heads, Assistant Department Heads or Coordinators shall be carried out according to the guidelines in Appendix VIII, (Guidelines for the Evaluation and Appraisal of Instructors with Responsibility Allowances), established by the Joint Steering Committee.
- 15.4** In the case of the above employees (Articles 15.2 and 15.3), their performance appraisal reports and development plan shall be included in the Performance Appraisal File of the

employee concerned. The sole purpose of these documents is to provide for appraisal and development. Neither party to this Agreement shall use or rely upon these documents as evidence in any proceedings contemplated by this Agreement.

- 15.4.1 Performance Appraisal Files shall be kept confidential and access shall be limited to the employee concerned, Vice Presidents or their designates, who are not members of the Association. The College shall not release information contained in an employee's Performance Appraisal File to unauthorized individuals without the written consent of the employee concerned.

## **16 EVALUATION OF PROBATIONARY REGULAR AND TERM EMPLOYEES**

- 16.1 The performance of probationary regular and term employees shall be evaluated in order to determine their suitability for continued/subsequent employment.
- 16.2 Evaluations of probationary regular and term employees shall be carried out according to the attached Appendix VII, (Guidelines for the Evaluation of Term and Probationary Regular Instructors).
- 16.3 Evaluation of instructors during the probationary period of appointments as Instructional Associates, Department Heads, Assistant Department Heads or Coordinators shall be carried out according to the guidelines in Appendix VIII Guidelines for the Evaluation and Appraisal of Instructors with Responsibility Allowances established by the Joint Steering Committee.
- 16.4 The evaluation reports, in writing, and duly signed by the employee and the evaluator, shall be included in the official Personnel File of the employee concerned and shall be considered by the College President, appropriate Vice President or delegate in determining whether or not subsequent offers of appointment will be made.

## **17 PERFORMANCE REVIEW COMMITTEE**

### **17.1**

- a) Where there are concerns regarding the performance of a regular instructor, the Vice President, the instructor and a representative of the Association shall meet to discuss the concerns.
- b) Any one of the Vice President, the instructor or the Association representative may request an appraisal using the process established in Appendix VI, (Guidelines for the Performance Appraisal of Permanent Regular Instructors) except as amended by Article 17.1(c) and (d) below.
- c) The administration of any questionnaires under this Article will be invigilated by a person mutually agreed to between the Vice President and the Association. **Institutional Research** will tabulate the data and return copies of the questionnaires and the data summary to the Vice President, the instructor and the Association representative.

- d) The results of such an appraisal will be used by the 3 parties in any problem solving discussions under Article 17.2, and shall not be used for any other purpose.
- 17.2** Prior to referral to a performance review committee, the appropriate Vice President, the instructor and the Association President or delegate, shall meet and endeavour to agree upon a plan of action to remedy the concerns. This stage shall not last more than 5 duty days but may be extended with the mutual agreement of the parties. If agreement is reached, it shall be in writing and signed by all 3 parties. Referral to a performance review committee shall, in such instances, be deferred pending the outcome of the action plan. If agreement cannot be reached, the matter shall be referred to a performance review committee.
- 17.3** The performance review committee shall consist of the nominee of the appropriate Vice President, as chair, an instructor from the same or related area chosen by the instructor being reviewed, an instructor from outside the department or area named by the Association and an instructor at large named by the members of the department or area by secret ballot. The performance review committee shall not include a person who intends to make a submission to the committee.
- 17.4** To ensure impartiality, consistency and confidentiality, all submissions, classroom observations, reports and minutes of committee meeting, etc. shall be placed in an Evaluation File. The Evaluation File shall not contain any written submission or report predating the formation of the performance review committee. Only the instructor concerned and members of the performance review committee shall have access to the Evaluation File during the proceedings of the performance review committee. The instructor shall be given the opportunity to respond to any submissions contained in the Evaluation File and any such responses shall be included therein.
- 17.5** The committee shall solicit and receive written and signed submissions from the instructor concerned and from others who have observed the instructor's performance. Where instructional competence is the concern, each member of the committee shall make at least one independent observation of the performance of the instructor concerned. Two of the independent observations shall be unannounced and the remainder with 3 duty days notice.
- 17.6** All discussions and information pertaining to the proceedings of the performance review committee shall be held in the strictest confidence.
- 17.7** The performance review committee shall submit a report of its findings, without recommendation, to the appropriate Vice President within 2 months of being officially constituted. This time period may be extended with the mutual agreement of the appropriate Vice President and the instructor concerned.
- 17.8** The report of the performance review committee shall be based upon only the materials in the Evaluation File and upon the following criteria:
- Instructional Competence;
  - Contribution to Students;

- Professional Competence; and
- Participation in the department, School or Centre and the College.

**17.9** The committee shall also consider any extenuating circumstances relating to the concerns which may have affected the performance of the instructor.

**17.10** The instructor concerned shall receive a copy of the report of the committee duly signed by all members at least 10 working days in advance of its formal submission to the appropriate Vice President to allow the instructor concerned the opportunity to make a written response to the committee.

**17.11** The report(s) of the performance review committee shall be included in the Evaluation File of the instructor concerned. The contents of the Evaluation File shall be included in the official Personnel File of the instructor and shall be considered by the College President in determining an appropriate course of action.

## **18 DISCIPLINE, SUSPENSION AND DISMISSAL**

(See Common Agreement, Article 3.2.6)

**18.1** The Association acknowledges the right of the College to discipline, suspend or dismiss employees for just cause.

**18.1.1** The College shall advise the employee and the Association 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 a Steward of the Association to be present.

### **18.2 Unsatisfactory Performance**

**18.2.1** Suspension or dismissal of a regular employee for unsatisfactory performance can be justified only when adequate alerting and guidance to the necessary improvement have failed to result in a satisfactory level of service.

**18.2.2** Suspension or dismissal shall only occur after the appropriate Vice President has obtained a report from a performance review committee pursuant to Article 17, (Performance Review Committee).

### **18.3 Suspension**

**18.3.1** In accordance with the *College and Institute Act*, the President may suspend an employee for just cause.

**18.3.2** Prior to exercising the power of suspension, the President shall inform both the employee concerned and the Association, in writing, giving the reasons for the suspensions and shall immediately report the action to the College Board.

## 18.4 Dismissal

- 18.4.1 The College may dismiss an employee for just cause.
- 18.4.2 At the time of a dismissal, the President shall inform both the employee concerned and the Association in writing, giving the reasons for the dismissal.

## 18.5 Appeal of Suspension and Dismissal

- 18.5.1 The employee, in accordance with the *College and Institute Act*, may appeal the suspension or dismissal to the College Board.
- 18.5.2 The College may pay salary to an employee and continue benefit coverage during a period of suspension. Upon being suspended without pay, the employee may immediately exercise the option of continuing medical and insurance benefits by payment of the necessary premiums, both employee and employer shares.
- 18.5.3 An employee who alleges wrongful suspension or dismissal shall be entitled to have such grievance settled in accordance with Article 12.7, (Suspension or Dismissal).

## 19 PERSONNEL FILES

- 19.1 There shall be one official Personnel File maintained in Human Resources for every regular, term and auxiliary employee.
- 19.2 Personnel Files will be kept confidential and access will be limited to the College President or delegate, the **Executive Director, Human Resources**, Human Resources employees, appropriate Vice Presidents or their respective designates who are not members of the Association acting on their behalf. The College shall not release information contained in an employee's Personnel File to unauthorized individuals without the written consent of the employee concerned.
- 19.3 During normal working hours and in the presence of an excluded employee of Human Resources, every employee has the right of access to their Personnel File alone or accompanied by the President of the Association or their delegate. Upon request, the employee is entitled to a copy of any material in the Personnel File.
- 19.4 The employee shall be provided, at the time of filing, with a copy of each document that is to be placed in the employee's Personnel File. Each document shall be filed within a reasonable period of time after the occurrence of the incident giving rise to the document.
  - 19.4.1 Each such document directed to the official Personnel File which constitutes disciplinary action or might be the basis of disciplinary action shall be signed by the employee as evidence that a copy has been received. The employee's signature does not indicate agreement with the contents of the document.
  - 19.4.2 Refusal on the part of the employee to sign such documents shall not preclude their placement in the Personnel File. In the event of such refusal, the College shall

provide the Association with a copy of the document and the Association shall acknowledge receipt.

- 19.4.3 The appropriate Vice President or delegate shall inform the employee that such material is to be placed in the Personnel File and the employee is entitled to respond, in writing, to documents placed in the Personnel File at the time of filing.
- 19.4.4 The employee's written response shall be made within a reasonable period after the document has been filed and shall also be placed in the employee's Personnel File.
- 19.5 An employee who disputes any entry on their Personnel File shall be entitled to recourse through the grievance procedure and the eventual resolution shall become part of their Personnel File. Any such disputed document shall be removed from their Personnel File after the expiration of 24 months from the date it was issued provided there has not been a further infraction of a similar nature.

## **20 TRANSFERS AND SECONDMENTS**

### **20.1 Temporary Transfer / Secondments**

- 20.1.1 Employees who have received an offer of temporary transfer/secondment outside of the bargaining unit shall be, for the period of transfer/secondment, as a minimum, under the terms and conditions of this Agreement except as specified herein.
- 20.1.2 The hours of work may vary from those specified in this Agreement.
- 20.1.3 Employees on transfer/secondment shall, upon their return, be entitled to return to the same position within the bargaining unit that they would have held had the transfer/secondment not occurred.
- 20.1.4 In the event of necessary employee reduction, pursuant to Article 11, (Reduction, Severance Pay and Recall), the transferred/seconded employee shall be covered by the provisions of Article 11, (Reduction, Severance Pay and Recall).

### **20.2 Return from Administrative Position**

Regular employees who have filled administrative positions in the College outside the scope of this Agreement shall, at their discretion or the discretion of the College, upon completion of a maximum of 2 years in the administrative position, have the option of returning to their former instructional assignment if that assignment is still available, or to another instructional assignment. Such return shall be subject to 4 months notice by either party. Upon their return to such instructional assignments, duty time worked in the administrative position(s) shall be considered as if they had been regular employees.

## **21 RETIREMENT**

Employees shall retire in accordance with the provisions of the *Public Sector Pension Plans Act*. Instructors' dates of retirement shall coincide with the end of the College year, the College term or the working assignment. Arrangements for retirement must be concluded by the instructors with the appropriate Vice President at least 6 months in advance of the applicable retirement date.

## **22 RETIREMENT INCENTIVE**

(See Common Agreement, Article 11)

The College may offer to an employee or an employee may request a choice of one of the retirement incentive alternatives described herein, provided the employee meets the following criteria. The Association shall be advised in writing of any offer of retirement made to an employee.

### **22.1 Eligibility**

An employee who possesses the following qualifications shall be eligible for a retirement incentive:

- a) is a permanent regular employee at the time of retirement;
- b) is age 55 or over;
- c) has a minimum of 10 years contributory service under the Public Sector Pension Plans Act or as a permanent regular employee with the College;
- d) is on the maximum step of the salary scale; and
- e) resigns for the purpose of retirement.

### **22.2 Selection Criteria**

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

- a) employees with the greater combination of age and seniority; and
- b) in the event that 2 or more employees have the same amount of time remaining prior to retirement, then employees with greater seniority shall be given preference.

### **22.3 Application and Agreement**

- a) Application is voluntary. An employee who wishes to be considered for a retirement incentive shall do so in keeping with the procedures and dates described in the College's annual "letter of interest" sent to eligible employees. Such application would then be considered a standing application for the following 12 month period. Applications must be submitted annually in response to the College's "letter of

interest." The Association shall be advised in writing of all applications made by employees.

- b) An employee has the right to accept or decline a retirement incentive offer made by the College within 30 days of the offer being proposed unless that period is extended by mutual agreement.
- c) In the event of acceptance of an offer of a retirement incentive, an employee's date of retirement shall be effective on a date mutually agreed upon between the employee and the appropriate Vice President, in keeping with legislation and the maintenance of full years to age 65 upon which the incentive was calculated. All earned vacation entitlements (other than the "banked" 11 day credit preserved by some employees) shall be utilized prior to the date of retirement.
- d) The individual retirement incentive agreement shall be in writing and shall specify the retirement date, the agreed-upon incentive option, payment dates and specific dollar amount of the incentive. The Association shall be copied on all agreements.

#### **22.4 Retirement Incentive and Reduction Sequence**

- a) Where it is deemed possible to offset the impact of Article 11.5, (Reduction Sequence), through the offering of a retirement incentive to an employee (who qualifies as per Article 22.1, (Eligibility), an incentive shall be offered if the cost of such incentive is the same as or no more than the cost that would be incurred through layoff or transfer of another regular employee.
- b) Such offers may be made at any time during the year and need not be part of the exercise described in Article 22.3, (Application and Agreement).
- c) Notwithstanding the possibility of effecting a retirement, advance notification of layoff or transfer pursuant to Article 11, (Reduction, Severance Pay and Recall) may be given to the affected regular employee while the employee to whom a retirement incentive has been offered is considering that offer.

#### **22.5 Incentive Alternatives and Method of Incentive Payment**

- a) Lump Sum Payments

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

<b>Full Years to Age 65</b>	<b>Payout</b>
1	20% or annual salary
2	40% or annual salary
3	60% or annual salary
4	80% or annual salary
5 or more	100% or annual salary*

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

b) Monthly Payments

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

Payments in the Plan or Trust Fund shall be made monthly and shall be in the amount of 20% of the retiring employee's pre-retirement monthly salary without allowance, and shall continue until the full retirement allowance is paid or, in the case of a Registered Retirement Savings Plan, until the legislated allowable limit for deposit has been reached or until the full retirement allowance is paid, whichever comes first. In the event the legislated allowable limit for deposit is reached and payments remain outstanding, the remaining funds will be payable as a lump sum to the retired employee in accordance with Article 22.5(a) above.

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

**22.6 Protection of Medical Benefit Coverage**

- a) Retiring employees in receipt of a pension may obtain Basic Medical, Dental and Extended Health benefit coverage through the Pension Corporation when filing a claim for pension.

Retired employees in receipt of a pension are not allowed to choose to join these plans at a later date.

- b) Retiring employees not immediately commencing receipt of a College pension may elect to continue their Basic Medical, Extended Health and Dental benefit coverage\* through the College during the period preceding receipt of pension, but in any event, not longer than 5 years following retirement, provided that:

- i) written notification of the intent to continue these benefits is provided to Human Resources 6 weeks prior to date of early retirement;
- ii) the individual maintains B.C. residency; and
- iii) the participant prepays all premium costs.

\* Coverage for retirees will be under a separate group at a reduced level and may be subject to a higher premium.

**22.7 Financial Counselling**

Each employee who is offered a retirement incentive is entitled to receive personal financial counselling conducted by a firm of qualified financial consultants selected by

the College. A lifetime total of 3 hours of consultation is available and the fees for such consultation(s) will be paid by the College. After obtaining the necessary Certificate of Entitlement from Human Resources, each employee will be free to schedule these consultations in whatever manner is most beneficial or convenient to that employee.

In addition, each employee who is offered a retirement incentive is eligible to attend one of several College-sponsored pre-retirement planning workshops held annually.

## **23 HUMAN RIGHTS**

The College and the Association agree that the provisions of section 13 of the *Human Rights Code* apply as though in, and forming part of, this Agreement. Further, the parties agree that there shall be no discrimination without reasonable cause. Without limiting the generality of the foregoing, the following factors shall not constitute reasonable cause: personal lifestyle, sexual orientation, psychological problems unrelated to job performance, number of dependents, participation in the Association, participation in community or political affairs, creed and parental status.

## **24 SEXUAL AND PERSONAL HARASSMENT**

(See Common Agreement, Article 2)

- 24.1** The parties agree that the College will follow the procedures in Articles 2.3 to 2.6 inclusive of the Common Agreement for all harassment complaints defined under Article 23, (Human Rights), 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.
- 24.2** The procedures in Article 2, (Harassment of the Common Agreement), do not restrict:
- a) the Employer's right to take disciplinary action; and
  - b) the Association's right to grieve such disciplinary action or to grieve an alleged violation of this Article.
- 24.3** The College shall provide all employees a work environment free from sexual and personal harassment. Employees have the right to be free from sexual and personal harassment.
- 24.3.1** As part of its commitment to providing an environment free of sexual and personal harassment, the College will provide the opportunity for all new and existing term and regular employees to attend a workshop on the College Human Rights Policy as part of their assigned duty. All employees are expected to attend this workshop. Failure to attend this workshop will not be advanced as a defence to a complaint of harassment filed against the employee.

**24.4** Notwithstanding the definition(s) of harassment that may from time to time appear in the College Human Rights Policy, for the purposes of this Article, sexual harassment is defined as follows:

- unwanted sexual attention made by a person who knows or ought reasonably to know that such attention is unwanted;
- unwanted physical contact such as touching, patting, pinching or punching;
- implied or expressed promise of reward for complying with a sexually oriented request;
- implied or expressed threat of reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request;
- the display of pornographic material; or
- remarks or behaviour which may reasonably be perceived to create a negative psychological and emotional environment for work and study.

**24.5** Notwithstanding the definition(s) of harassment that may from time to time appear in the College Human Rights Policy, for the purposes of this Article, personal harassment is defined as follows:

- physical threat, intimidation or assault or unwelcome physical contact such as touching, patting, pinching and punching;
- unwelcome behaviour or comment that is directed at, or offensive to any employee that demeans, belittles, causes personal humiliation or embarrassment to that employee or any employees;
- implied or expressed promise of reward or threat of reprisal or the denial of opportunity for refusal to comply with a request which is unrelated to an employee's assigned duties; or
- the improper use of power and authority inherent in the position held, to endanger an employee's position, threaten the economic livelihood of the employee or in any way interfere with or influence the career of such an employee.

## **25 PERSONAL HEALTH AND SAFETY**

**25.1** No employee shall be disciplined or suffer a loss in pay for refusing to perform an assigned duty where the refusal is based on a reasonable apprehension of danger for the employee's personal health and safety.

25.1.1 Where the employee has refused to perform an assigned duty because of a reasonable concern for their health and safety, the concern or situation shall be investigated and resolved by:

- a) the employee and the employee's Dean or Director, or if the matter cannot be resolved to the satisfaction of the employee,
- b) the employee's representative on the appropriate Occupational Health and Safety Committee and the Coordinator of Occupational Health and Safety, or
- c) the Coordinator of Occupational Health and Safety and such regulatory inspectors as is deemed necessary.

**25.2** The College shall make all reasonable provision for the occupational health and safety of employees.

Employees have the right to be informed of any known risk to their health and safety.

Employees have the right to know when they are exposed to a risk of violence in the work place. The employer shall inform employees of risk from persons known to have a history of violent behaviour and whom employees are likely to encounter in the course of their work.

Employees have the right to remove themselves from any situation, if they have reasonable grounds to believe there is an immediate threat of violence to themselves until a risk assessment is completed in accordance with the WCB regulations.

An employee who takes action as outlined above, must report the fact to the appropriate supervisor as soon as possible, along with relevant details. The College shall investigate without delay and take remedial action or conduct a risk assessment in accordance with WCB regulations or inform the employee that the work is not unsafe within the guidelines set out in the *Workers' Compensation Act*.

Note: On the matters outlined above, the *Workers' Compensation Act* contains a right to appeal a decision of the employer to the WCB.

### **25.3 Industrial First Aid Certificate**

- 25.3.1 Where the College requires employees to obtain, renew or upgrade Industrial First Aid Certificates, any fees, tuition or costs of course material shall be borne by the College and the employees shall be granted paid leave to take such training.
- 25.3.2 Where the College requires employees to be designated Industrial First Aid Attendants, the employee shall be paid a stipend in recognition of being a designated Attendant.

### **25.4 Occupational Health and Safety Committee**

- 25.4.1 The College undertakes to establish and maintain an Occupational Health and Safety Committee at each campus in keeping with the *Industrial Health and Safety Regulations* of the Workers' Compensation Board and to ensure that such Committee carries out all duties and responsibilities in accordance with said Regulations. The College will post the names, home campuses and telephone locals of the Committee members in a conspicuous place or places where they are likely to come to the attention of faculty members.

- 25.4.2 There shall be no less than 2 representatives of the Association at each campus on said Committee.
- 25.4.3 Any employee who serves as an Association representative on the Occupational Health and Safety Committee shall be granted paid leave for attending such meetings or matters arising from such meeting.
- 25.4.4 The College shall arrange appropriate training for members of the Occupational Health and Safety Committees. Where possible, such training shall be provided during normal working hours, with no loss of pay.
- 25.4.5 The Occupational Health and Safety Committee has the right to inspect health and safety conditions in accordance with the *Workers' Compensation Act* and to consult as may be necessary with persons who are professionally or technically qualified to advise the Committee on such matters. The Committee has the right to review employer records considered relevant to the health and safety concerns, exclusive of medical or Personnel Files.
- 25.4.5.1 The Committee shall be notified of each incident, complaint or concern regarding health and safety and shall investigate and report in writing on the nature and cause of each.
- 25.4.5.2 Both the Association and the College shall receive copies of any minutes, reports or correspondence pertaining to the Committee or its operation.
- 25.4.6 The Occupational Health and Safety Committee will post in each classroom notices regarding emergency procedures and phone numbers.

## **25.5 Health and Safety Apparel and Equipment**

The College agrees to supply at no cost to the faculty all pieces of health and safety apparel and equipment required by Workers' Compensation.

## **25.6 Working Alone or in Isolation Procedures**

The College will ensure that a current copy of its Working Alone or in Isolation Procedures is provided to each current and new employee. The College will make training available regarding such Procedures.

## **26 OFFICE SPACE**

The College acknowledges that there is a need for additional office space for employees and will make a reasonable effort to provide such space in any future expansion of the College facilities or their annexes.

## **27 LIABILITY INSURANCE**

The College shall maintain, for its own benefit and, to the extent it does so, for the benefit of the Association and its members:

- a) the College's Self-Insured Comprehensive General Liability Coverage under the University, College and Institute Protection Program, including the extension of general liability coverage thereunder to administrators, faculty or other employees to the extent liability arises from activities in connection with the College; or
- b) such similar general liability insurance as it may obtain from time to time.

To the extent that such coverage is available, the College shall:

- a) exempt and save harmless each current and former employee from any liability action arising from the proper performance of duties for the College; and
- b) assume all costs, legal fees and other expenses arising from any such action.

## **28 RIGHTS OF EMPLOYER**

Any rights of the Employer which are not specifically mentioned in this Agreement and which are not contrary to its terms shall continue in full force and effect for the duration of this Agreement, always provided that such rights shall be exercised fairly, reasonably and in good faith.

## **29 CRIMINAL RECORDS CHECK**

- 29.1** The College will, only with the written authorization of the employee, notify the Association when the College 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*.
- 29.2** 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.

## **30 PROFESSIONAL MEMBERSHIPS / LICENCES**

- 30.1** 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.

## **31 ACADEMIC FREEDOM**

**Society benefits from the search for knowledge and its free exposition. Academic freedom is essential to both these purposes in the teaching function of the College as well as in its scholarship and research. Every faculty employee is entitled to exercise academic freedom in the performance of their duties.**

**Academic freedom is the freedom to examine, question, teach and learn and it involves the right to investigate, speculate, and comment without regard to prescribed doctrine. Academic freedom ensures the following:**

- c) Freedom in the conduct of teaching;**
- c) Freedom in undertaking research and making public the results thereof;**
- d) Freedom from institutional censorship.**

**Academic freedom carries with it the duty to use that freedom in a responsible way, respecting the rights and dignity of others, and in a manner consistent with the scholarly obligation to base teaching and research in an honest search for knowledge and the obligation to follow the curriculum requirements of the instructional assignment.**

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IN WITNESS WHEREOF the Board of Vancouver Community College has caused the name and seal of Vancouver Community College to be affixed hereto in the presence of the Chair of the Vancouver Community College Board and the College President and the Association has caused these presents to be executed under the hands of its proper officers duly authorized in that behalf the day and year first written below.

SIGNED, SEALED AND DELIVERED  
BY THE ASSOCIATION, in the  
presence of:

THE NAME AND SEAL OF VANCOVUER  
COMMUNITY COLLEGE WAS  
HEREUNTO AFFIXED in the presence of:

\_\_\_\_\_  
President – Karen Shortt

\_\_\_\_\_  
Board Chair – Cathy Young

\_\_\_\_\_  
Co-Chair – Maggi Trebble

\_\_\_\_\_  
College President – Kathy Kinloch

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\_\_\_\_\_  
Co-Chair – Leona Friesen

\_\_\_\_\_  
Chief Negotiator - Colin Gibson

\_\_\_\_\_  
Negotiator – Frank Cosco

\_\_\_\_\_  
Negotiator - Paula Boddie

\_\_\_\_\_  
Negotiator - Wayne McNiven

\_\_\_\_\_  
Negotiator - Sharon Carefoot

\_\_\_\_\_  
Negotiator - John Demeulemeester

\_\_\_\_\_  
Negotiator - Tim Atkinson

\_\_\_\_\_  
Negotiator - Sandra Bailey

\_\_\_\_\_  
PSEA Chair Board of Directors – John  
Bowman

This 8th day of February, 2013 in the City of Vancouver in the Province of British Columbia.

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**APPENDIX I  
SALARY SCHEDULE AS OF APRIL 1, 2012**

<b>Step</b>	<b>Annual Salary</b>	<b>Per Diem (Annual /202 days)</b>	<b>Semi-Monthly (Annual/ 24 Pay Periods)</b>	<b>Bi-Weekly (Annual /26.1 Pay Periods)</b>
<b>April 1, 2012 to December 31, 2012</b>				
1	\$83,231	\$412.03	\$3,467.96	\$3,188.93
2	\$77,970	\$385.99	\$3,248.75	\$2,987.36
3	\$72,628	\$359.54	\$3,026.17	\$2,782.68
4	\$69,655	\$344.83	\$2,902.29	\$2,668.77
5	\$67,104	\$332.20	\$2,796.00	\$2,571.03
6	\$64,553	\$319.57	\$2,689.71	\$2,473.30
7	\$62,002	\$306.94	\$2,583.42	\$2,375.56
8	\$59,450	\$294.31	\$2,477.08	\$2,277.78
9	\$56,899	\$281.68	\$2,370.79	\$2,180.04
10	\$54,348	\$269.05	\$2,264.50	\$2,082.30
11	\$51,797	\$256.42	\$2,158.21	\$1,984.56
<b>January 1, 2013 to March 31, 2013</b>				
1	\$84,063	\$416.15	\$3,502.63	\$3,220.80
2	\$78,750	\$389.85	\$3,281.25	\$3,017.24
3	\$73,354	\$363.14	\$3,056.42	\$2,810.50
4	\$70,352	\$348.28	\$2,931.33	\$2,695.48
5	\$67,775	\$335.52	\$2,823.96	\$2,596.74
6	\$65,199	\$322.77	\$2,716.63	\$2,498.05
7	\$62,622	\$310.01	\$2,609.25	\$2,399.31
8	\$60,045	\$297.25	\$2,501.88	\$2,300.57
9	\$57,468	\$284.50	\$2,394.50	\$2,201.84
10	\$54,891	\$271.74	\$2,287.13	\$2,103.10
11	\$52,315	\$258.99	\$2,179.79	\$2,004.41

Step	Annual Salary	Per Diem (Annual /202 days)	Semi-Monthly (Annual/ 24 Pay Periods)	Bi-Weekly (Annual /26.1 Pay Periods)
<b>April 1, 2013 to August 31, 2013</b>				
1	\$84,904	\$420.32	\$3,537.67	\$3,253.03
2	\$79,538	\$393.75	\$3,314.08	\$3,047.43
3	\$74,088	\$366.77	\$3,087.00	\$2,838.62
4	\$71,056	\$351.76	\$2,960.67	\$2,722.45
5	\$68,453	\$338.88	\$2,852.21	\$2,622.72
6	\$65,851	\$326.00	\$2,743.79	\$2,523.03
7	\$63,248	\$313.11	\$2,635.33	\$2,423.30
8	\$60,645	\$300.22	\$2,526.88	\$2,323.56
9	\$58,043	\$287.34	\$2,418.46	\$2,223.87
10	\$55,440	\$274.46	\$2,310.00	\$2,124.14
11	\$52,838	\$261.57	\$2,201.58	\$2,024.44
<b>September 1, 2013 to December 31, 2013</b>				
1	\$85,753	\$424.52	\$3,573.04	\$3,285.56
2	\$80,333	\$397.69	\$3,347.21	\$3,077.89
3	\$74,829	\$370.44	\$3,117.88	\$2,867.01
4	\$71,767	\$355.28	\$2,990.29	\$2,749.69
5	\$69,138	\$342.27	\$2,880.75	\$2,648.97
6	\$66,510	\$329.26	\$2,771.25	\$2,548.28
7	\$63,880	\$316.24	\$2,661.67	\$2,447.51
8	\$61,251	\$303.22	\$2,552.13	\$2,346.78
9	\$58,623	\$290.21	\$2,442.63	\$2,246.09
10	\$55,994	\$277.20	\$2,333.08	\$2,145.36
11	\$53,366	\$264.19	\$2,223.58	\$2,044.67

Step	Annual Salary	Per Diem (Annual /202 days)	Semi-Monthly (Annual/ 24 Pay Periods)	Bi-Weekly (Annual /26.1 Pay Periods)
<b>January 1, 2014 to March 31, 2014</b>				
<b>1</b>	<b>\$86,611</b>	<b>\$428.77</b>	<b>\$3,608.79</b>	<b>\$3,318.43</b>
<b>2</b>	<b>\$81,136</b>	<b>\$401.66</b>	<b>\$3,380.67</b>	<b>\$3,108.66</b>
<b>3</b>	<b>\$75,577</b>	<b>\$374.14</b>	<b>\$3,149.04</b>	<b>\$2,895.67</b>
<b>4</b>	<b>\$72,485</b>	<b>\$358.84</b>	<b>\$3,020.21</b>	<b>\$2,777.20</b>
<b>5</b>	<b>\$69,829</b>	<b>\$345.69</b>	<b>\$2,909.54</b>	<b>\$2,675.44</b>
<b>6</b>	<b>\$67,175</b>	<b>\$332.55</b>	<b>\$2,798.96</b>	<b>\$2,573.75</b>
<b>7</b>	<b>\$64,519</b>	<b>\$319.40</b>	<b>\$2,688.29</b>	<b>\$2,471.99</b>
<b>8</b>	<b>\$61,864</b>	<b>\$306.26</b>	<b>\$2,577.67</b>	<b>\$2,370.27</b>
<b>9</b>	<b>\$59,209</b>	<b>\$293.11</b>	<b>\$2,467.04</b>	<b>\$2,268.54</b>
<b>10</b>	<b>\$56,554</b>	<b>\$279.97</b>	<b>\$2,356.42</b>	<b>\$2,166.82</b>
<b>11</b>	<b>\$53,900</b>	<b>\$266.83</b>	<b>\$2,245.83</b>	<b>\$2,065.13</b>

**Notes:**

Biweekly Rate = Annual Salary ÷ 26.1

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

<b>Department Leader Allowance</b>	<b>Annual</b>	<b>Semi Monthly</b>	<b>Biweekly</b>
<b>April 1, 2012 to December 31, 2012</b>			
Instructional Associate	\$6,456	\$269.00	\$247.36
Department Head	\$2,957	\$123.21	\$113.30
Assistant Department Head and Coordinator II	\$1,901	\$79.21	\$72.84
Coordinator I	\$946	\$39.42	\$36.25
<b>January 1, 2013 to March 31, 2013</b>			
Instructional Associate	\$6,521	\$271.71	\$249.85
Department Head	\$2,987	\$124.46	\$114.44
Assistant Department Head and Coordinator II	\$1,920	\$80.00	\$73.56
Coordinator I	\$955	\$39.79	\$36.59
<b>April 1, 2013 to August 31, 2013</b>			
Instructional Associate	\$6,586	\$274.42	\$252.34
Department Head	\$3,017	\$125.71	\$115.59
Assistant Department Head and Coordinator II	\$1,939	\$80.79	\$74.29
Coordinator I	\$965	\$40.21	\$36.97
<b>September 1, 2013 to December 31, 2013</b>			
Instructional Associate	\$6,652	\$277.17	\$254.87
Department Head	\$3,047	\$126.96	\$116.74
Assistant Department Head and Coordinator II	\$1,958	\$81.58	\$75.02
Coordinator I	\$975	\$40.63	\$37.36
<b>January 1, 2014 to March 31, 2014</b>			
Instructional Associate	\$6,719	\$279.96	\$257.43
Department Head	\$3,077	\$128.21	\$117.89
Assistant Department Head and Coordinator II	\$1,978	\$82.42	\$75.79
Coordinator I	\$985	\$41.04	\$37.74

## APPENDIX II AREAS

### Process for Establishing and Revising Areas

A mutually agreed process developed by the parties for establishing or revising the areas in a School, Centre or Instructional Service Department is available through the VCCFA, the area's Dean or Director or Human Resources.

<b>School of Transportation Trades</b>	
<b>Departments</b>	<b>Areas</b>
Automotive Collision Repair	<ul style="list-style-type: none"> <li>• Automotive Collision</li> <li>• Automotive Refinishing / Preparation</li> </ul>
Automotive Service Technician	<ul style="list-style-type: none"> <li>• Automotive Service Technician</li> </ul>
<b>Heavy Duty / Commercial Transport</b>	<ul style="list-style-type: none"> <li>• <b>Heavy Duty</b></li> <li>• <b>Commercial Transport</b></li> </ul>

<b>Instructional Service Departments</b>	
<b>Departments</b>	<b>Areas</b>
Counselling	<ul style="list-style-type: none"> <li>• Counselling</li> <li>• Disability Counselling</li> </ul>
Library Public Services	<ul style="list-style-type: none"> <li>• Library Public Services</li> </ul>
Library Technical Services	<ul style="list-style-type: none"> <li>• Library Technical Services</li> </ul>
Library Systems	<ul style="list-style-type: none"> <li>• Library Systems</li> </ul>
Learning Centre	<ul style="list-style-type: none"> <li>• Learning Centre</li> </ul>

Note: The Areas listed in Appendix II are current as of **April 1, 2012**

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

Note: The Areas listed in Appendix II are current as of **April 1, 2012**

School of Language Studies	
Departments	Areas
ASL & Deaf Studies	<ul style="list-style-type: none"> <li>ASL &amp; Deaf Studies</li> <li>Public Speaking</li> </ul>
Deaf & Hard of Hearing	<ul style="list-style-type: none"> <li>ASL for Deaf &amp; Hard of Hearing</li> <li>English / Numeracy Upgrading</li> <li>Job Readiness</li> <li>Speechreading / Oral Language</li> </ul>
English Language Skills	<ul style="list-style-type: none"> <li>ESL</li> <li>ESL &amp; Combined Skills</li> </ul>
ELSA	
Outreach	
Professional & Career English	
College Preparatory English	<ul style="list-style-type: none"> <li>ESL</li> <li>ESL – UT</li> </ul>
TESOL	<ul style="list-style-type: none"> <li>TESOL</li> </ul>

Note: The Areas listed in Appendix II are current as of **April 1, 2012**

<b>School of Hospitality &amp; Business</b>	
<b>Departments</b>	<b>Areas</b>
Asian Culinary Arts	<ul style="list-style-type: none"> <li>• Asian Culinary Arts</li> </ul>
Baking & Pastry Arts	<ul style="list-style-type: none"> <li>• Baking &amp; Pastry Arts</li> </ul>
Culinary Arts	<ul style="list-style-type: none"> <li>• Chefs</li> <li>• Restaurant Management</li> </ul>
Hospitality Management	<ul style="list-style-type: none"> <li>• Food Service / Restaurant Management – Chefs</li> <li>• Food Service / Restaurant Management – Restaurant Management</li> <li>• Hospitality Management – Accounting</li> <li>• Hospitality Management – Business Communication /Public Speaking</li> <li>• Hospitality Management – Computer Application Software</li> <li>• Hospitality Management – Hotel Management</li> <li>• Hospitality Management – Human Resources Organizational Behaviour</li> <li>• Hospitality Management – Marketing / Law</li> <li>• Hospitality Management – Micro-Economics / Statistics</li> <li>• Bachelor of Hospitality Management</li> </ul>
Office & Legal Administration	<ul style="list-style-type: none"> <li>• Administrative Assistant</li> <li>• Legal Administrative Assistant</li> </ul>

Note: The Areas listed in Appendix II are current as of **April 1, 2012**

School of Music, Dance & Design	
Departments	Areas
Music	<ul style="list-style-type: none"> <li>• Academic – Bachelor of Applied Music</li> <li>• Academic – Music Diploma</li> <li>• Academic – Dance Diploma</li> <li>• Skills – Dance Diploma</li> <li>• Ensembles – Bachelor of Applied Music</li> <li>• Ensembles – Music Diploma</li> <li>• Entrepreneurial Skills for Dance</li> <li>• Individual Instruction (Instrument / Vocal) – Bachelor of Applied Music</li> <li>• Individual Instruction (Instrument / Vocal) – Music Diploma</li> <li>• Orff Teacher Training</li> <li>• Skills – Bachelor of Applied Music Skills – Music Diploma</li> </ul>
Digital Graphic Design	<ul style="list-style-type: none"> <li>• Digital Graphic Design</li> </ul>
Hair Design/Esthetics	<ul style="list-style-type: none"> <li>• Esthetics</li> <li>• Hair Design</li> </ul>
Jewelry Art & Design	<ul style="list-style-type: none"> <li>• Jewelry Art &amp; Design</li> </ul>
Drafting	<ul style="list-style-type: none"> <li>• Civil/Structural</li> <li>• Industrial</li> <li>• Steel Detailing</li> </ul>

Note: The Areas listed in Appendix II are current as of **April 1, 2012**

School of Health	
Departments	Areas
Allied Health	<ul style="list-style-type: none"> <li>• Aboriginal Health Science</li> <li>• Autopsy Technician</li> <li>• Hospital Pharmacy Technician</li> <li>• Medical Laboratory Assistant Electrocardiography</li> <li>• Medical Laboratory Assistant Venipuncture</li> <li>• Occupational Therapy</li> <li>• Physical Therapy</li> </ul>
Bachelor of Science in Nursing	<ul style="list-style-type: none"> <li>• Baccalaureate Nursing</li> <li>• Baccalaureate Nursing Clinical</li> <li>• Baccalaureate Nursing Health Law</li> </ul>
Continuing Care	<ul style="list-style-type: none"> <li>• Acute Care Skills</li> <li>• Autopsy Technician</li> <li>• Healthcare Assistant</li> <li>• Home Support / Resident Care Attendant</li> <li>• Human Relations (Communications)</li> </ul>
Certified Dental Assisting / Dental Reception Coordinator	<ul style="list-style-type: none"> <li>• Certified Dental Assisting</li> <li>• Certified Dental Assisting (Distance Delivery)</li> <li>• Dental Reception Coordinator</li> </ul>
Dental Hygiene	<ul style="list-style-type: none"> <li>• Behavioural and Biomedical Sciences</li> <li>• Clinical Dentistry</li> <li>• Dental Hygiene</li> <li>• Dental Hygiene Distributed Learning</li> </ul>
Denturist & Dental Technology	<ul style="list-style-type: none"> <li>• Biological Sciences</li> <li>• Business Management for Dental Programs</li> <li>• Clinical Dentistry</li> <li>• Dental Technician</li> <li>• Denturist</li> </ul>
Health Care Communication Management	<ul style="list-style-type: none"> <li>• Medical Billing for Medical Office Assistant</li> <li>• Medical Office Assistant</li> <li>• Medical Office Procedures</li> <li>• Medical Secretary</li> <li>• Medical Transcriptionist</li> <li>• Nursing Unit Clerk Clinical</li> </ul>
Practical Nursing	<ul style="list-style-type: none"> <li>• Practical Nursing</li> <li>• Advanced Practice Licenses Practical Nursing</li> </ul>

Note: The Areas listed in Appendix II are current as of **April 1, 2012**

School of Instructor Education	
Departments	Areas
Instructor Education	<ul style="list-style-type: none"><li>• Instructor Education</li></ul>

Note: Areas listed in Appendix II are current as of **April 1, 2012**

**APPENDIX III  
PART A - SCHEDULE OF BENEFIT PARTICIPATION**

	General (Statutory) Holidays	Annual Vacation	Sick Leave	M.S.P. and Extended Health	Short Term Disability (STD)	Long Term Disability (LTD)	Group Life / Accidental Death and Dismemberment	Voluntary Life	Dental
Auxiliary	✓1	✓1	X	X	X	X	X	X	X
Term – Less than half-time	✓1	✓1	X	X	X	X	X	X	X
Term – Half-time or more and one month or more in length	✓1	✓1	✓	✓2	✓4	✓4	✓4	✓5	✓4
Term – Half-time or more and one year in length	✓	✓	✓	✓2	✓4	✓4	✓4	✓5	✓4
Regular – Probationary or Permanent	✓	✓	✓	✓2	✓3	✓3	✓3	✓5	✓3

**Legend: ✓ Eligible    X Not Eligible**

**Footnotes:**

- 1 – Included in Rate of Pay
- 2 – Beginning of first complete calendar month of employment
- 3 – Mandatory following completion of one month of service in a Regular position
- 4 – Mandatory upon completion of 10 months of service in a consecutive 12 month period at half time or more
- 5 – Optional benefit, available only if covered under Group Life Benefits

Canada Pension Plan, E.I. and W.C.B. are available to all employees in accordance with statutory requirements

**APPENDIX III  
PART B - SUMMARY OF BENEFITS DURING LEAVES**

	Seniority Accrual	Increment Accrual	Health, Dental & Life Insurance	Vacation Accrual	Sick Leave Accrual	STD/LTD2
Paid Leaves 1	✓	✓	✓	✓	✓	✓
Maternity and Parental Leave—Regular Employees	✓	✓ Up to 104 weeks	✓	✓ Up to 104 weeks	✓ Up to 104 weeks	✓
Maternity and Parental Leave – Term Employees	✓	X	Health: ✓6	X	X	✓ If <b>employee</b> pays for premiums
			Dental/Life: ✓ If <b>employee</b> pays for premiums			
Parental Leave/ Adoption Leave	✓	✓ Up to 89 weeks	✓	✓	✓ Up to 89 weeks	✓
Renewal Leave/ Retirement Preparation Leave	✓	X	✓	X	X	✓
Association Business e.g. President Release	✓	✓	✓	✓	✓	✓3
Other Unpaid Leaves e.g. Political, Personal	✓	X Unless leave is 10 days or less	✓3	X Unless leave is 15 days or less	X Unless leave is 15 days or less	✓ Up to 2 months only
Short-Term Disability	✓	✓ For first 60 days	✓	X	X	✓
Long-Term Disability	✓	X	✓	X	X	✓
Part-Time Leaves	✓	✓4	✓5	✓4	✓4	✓

**Legend: ✓ Eligible    X Not Eligible**

This is intended as a quick reference. Further details may apply in certain situations. Ask the VCCFA Office or Human Resources for information or further details. Also see Articles 7 and 8 in the Agreement.

Employees on leave may make pension contributions subject to the provisions of the Employment Standards Act and the College Pension Plan. The College is also required to make pension contributions for employees on maternity, parental, adoption leave or retirement preparation leave who make their share of pension contributions for the period of the leave.

Check with the VCCFA Office or Human Resources

**Footnotes:**

1 –Examples: Education Leave, Sick Leave, Funeral, Bereavement, Jury Duty, Parental (as defined in Article 8.9.3 Paid Parental Leave (Spousal)) and Sick Leave for Family Illness.

2 –In order to be eligible for STD, an employee must be making premium contributions at the time of disability. Disability payments for both STD and LTD are based on the employee's salary at the time of disability.

3 –For such unpaid leaves which are longer than 15 days, the employee must make full contributions in order to maintain Health, Dental and Life Insurance benefits. For unpaid leaves 15 days or shorter, Employer continues to pay premiums for eligible employees.

4 –Benefit is prorated.

5 –If employee continues to work half-time or more during leave, Employer pays premiums. If employee is working less than half-time during leave, employee must pay full premiums in order to maintain benefit.

6 –Entitled to MSP benefits for a maximum of 52 consecutive weeks and Extended Health benefits for a maximum of 26 consecutive weeks, from the commencement of maternity or adoption leave; provided that during such periods the term instructor has been granted and is taking leave from appointments of 50% or more time status. See Articles 8.9.1.4 and 8.10.1.4. For Dental, Life, AD&D, STD and LTD benefits, term employees must satisfy 10 months within a 12 month period at 50% or more time status to qualify for these benefits

## APPENDIX IV EXPLANATION OF SENIORITY CALCULATIONS

The Association and College 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 4, 2007. For the period from September 4, 2007 to March 31, 2008 Jane's seniority will be:

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

Rounded off = 152 days

#### Example 2

Jean is a part-time (75%) regular instructor who has been hired as of October 18, 2007. For the period from October 18, 2007 to fiscal year end March 31, 2008 Jean's seniority will be:

$5.459 \text{ months} \times 261 \text{ full days of service} \div 12 \text{ months} = 118.62 \text{ days}$

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:

FTE TOTAL x 261 ÷ 202 = DAYS OF SERVICE

Example 1

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

90 FTE total x 261 ÷ 202 = 116.28 days 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 FTE total x 261 ÷ 202 = 258.41 days 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 FTE days x 261 ÷ 202 = 5.16 days 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 = 60.0 hours ÷ 5 hours per duty day = 12 FTE total). Joan will be credited with:

102 FTE total x 261 ÷ 202 = 131.79 days of service  
Rounded off = 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 FTE total x 261 ÷ 202 = 142.12 days of service  
Rounded off = 142 days

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

**APPENDIX V  
PROFESSIONAL DEVELOPMENT PAY CALCULATION  
For Employee "X"**

<b>Month</b>	<b>% Workload</b>	<b>Salary Entitlement for PD Days</b>
April	100%	100%
May	50%	50%
June	60%	60%
July	75%	75%
August	40%	0%
September	60%	60%
October	0%	0%
November	100%	100%
December	100%	100%
January	100%	100%
February	75%	75%
March	0%	0%
<b>TOTAL</b>		<b>83.75%<sup>1</sup></b>

**Footnotes:**

1 – This calculation is based on the 8 "best" accrual months, so May, October and March will be dropped.

Employee "X" may alternatively be scheduled to 83.75% x 20 days = 16.75 days at full salary.

The calculation is a SAMPLE ONLY based on 8 months. A similar calculation would be used for a 7 month eligibility period.

## **APPENDIX VI**

### **GUIDELINES FOR THE PERFORMANCE APPRAISAL OF PERMANENT REGULAR INSTRUCTORS**

#### **1 Performance Appraisal Criteria**

##### **1.1 Contribution to Students**

- 1.1.1 Each student is treated with demonstrated respect and genuine interest.
- 1.1.2 Instructors evidence an approach to learning designed to reach the diversity of students in the College. Adequate attention is given to the different learning needs of individual students.
- 1.1.3 Students are encouraged to develop an inquiring, critical and independent attitude, to help each other as appropriate and not to be unduly dependent on the instructor.
- 1.1.4 Instructors make use of student services and other resource departments as appropriate in order to ensure that adequate attention is paid to the needs of students who are experiencing difficulties in learning.
- 1.1.5 Within the first week of the start of a course or program, instructors provide students with written course or program objectives including a description of the course or program content and the method of evaluation to be used.
- 1.1.6 Classroom or other presentations are organized, well prepared, clear and effective.

##### **1.2 Professional Competence**

- 1.2.1 It is recognized that the College has an obligation, within the constraints of budget, to assist and support instructors regarding professional development in the area of professional competence. Instructors should understand and be knowledgeable in current developments in their field. Where appropriate, this should be demonstrated in their approach to teaching. It is recognized that in fields of rapidly changing technology where renewal time is not adequate, an instructor may not be able to achieve mastery of current developments; however, such instructors are expected to be aware of the general nature of these developments and to communicate this to students as appropriate. It is recognized that the College has an obligation to assist and support instructors regarding Professional Development in this area.
- 1.2.2 Instructors should design and deliver instructional materials and other resources in a way that takes into account current offerings of secondary institutions and be compatible with the requirements of post-secondary institutions and/or the Employer and community.

##### **1.3 Collegial Contribution**

- 1.3.1 Instructors should be willing to exchange ideas and to be supportive of each other professionally. Instructors are expected to work harmoniously with colleagues.

## **1.4 Participation in the Department, School or Centre and 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, School or Centre and College norms, goals and objectives.
- 1.4.2 In their relationship with students and in their assigned duties and College activities, instructors should make a continuing contribution to the objectives of the department, the School or Centre and the College.

## **2 Methods of Performance Appraisal**

- 2.1 Instructors may make a submission to the appropriate Dean or Director and the Association regarding alternate appraisal instruments and the application of these instruments in their departments or areas.
- 2.2 Based on criteria described in these Guidelines and subject to the approval of the appropriate Dean or Director and the Association, performance appraisal shall be based on information gathered through a combination of at least 2 of the following methods:
- Questionnaires filled in by the students;
  - Observations of performance by Department Heads or designated alternates;
  - Self appraisal;
  - Observations of performance by colleague(s); or
  - Approved alternate appraisal instrument.
- 2.2.1 Departments or areas where instruction is the major activity must select "Questionnaires filled in by the students" as one appraisal method for its instructors who instruct for at least one-quarter of their load at the time of appraisal. When there are compelling reasons, departments may apply to the appropriate Dean or Director and the Association for exemptions from this provision.
- 2.3 New departments, or those who wish to change their method of appraisal will, by majority secret ballot of the permanent regular instructors within the department, select which of the appraisal methods described in Point 2.2 its members will use. Probationary regular, term and auxiliary instructors may attend and take part in any discussions at any department meetings on performance appraisal but may not vote.
- 2.4 In departments or areas with fewer than 5 permanent regular instructors, the instructors may not choose the appraisal method of "Observations of Performance by Colleagues".
- 2.5 All new procedures and instruments of performance appraisal shall be approved by the Joint Steering Committee before being implemented. Such approval shall not be unreasonably denied.

### **3 Frequency of Appraisals**

- 3.1 All permanent instructors will be appraised only once every 4 years.
- 3.2 IRA's returning to instructional duties will not be appraised for at least 2 years following their return as a non-IRA.

### **4 Facilitation of Performance Appraisal**

- 4.1 Each year departments or areas will select at least 25% of their instructors for performance appraisal and submit the instructors' names to Human Resources by January 31. Human Resources will provide an appraisal package to the selected instructors. Instructors will complete the appraisal in accordance with the following. In consultation with their Department Head, the instructor will prepare an individual development plan in consideration of the appraisal results.
- 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 **Institutional Research** for tabulation. Where the questionnaires and/or questionnaire data requires translation, **Institutional Research** will arrange for professional translation services for the facilitation of the performance appraisal. **Institutional Research** will tabulate the data and return the questionnaires and the data summary to the instructor.
- 4.3 If "Self Appraisal" is the method of appraisal selected, the instructor being appraised will complete a self appraisal instrument which is referenced to the relevant criteria of Point 1.0 and which will include comparison with an objective standard.
- 4.4 If "Observation of Performance by the Department Head or Alternate" is the method selected, they will complete an observational performance appraisal instrument which is referenced to the relevant criteria of Point 1.0.
- 4.5 If "Observation of Performance by Colleague(s)" is the method selected, the colleague(s) will complete an observational performance appraisal instrument which is referenced to the relevant criteria of Point 1.0
- 4.6 The instructor will then prepare a performance appraisal report which indicates the instructor's areas of strength, areas for development and will include an individual development plan. The instructor, together with the Department Head, will review the materials and discuss the report. All appraisals and data reports will be handled and stored in accordance with Articles 15.4 and 15.4.1.
- 4.7 All reports, data and documents arising from the appraisal process shall be kept confidential by those involved.

### **5 Monitoring**

The Joint Steering Committee agrees to jointly monitor and review this Appendix as needed and agree that it may be updated from time to time by mutual agreement.

**APPENDIX VII  
GUIDELINES FOR THE EVALUATION OF TERM AND PROBATIONARY REGULAR  
EMPLOYEES**

**(Pursuant to Article 16, (Evaluation of Probationary Regular and Term  
Employees))**

**1 Evaluation Process**

- 1.1 The evaluation process shall be conducted in a similar manner for all term and probationary regular instructors in a department or area.
- 1.2 The evaluation process shall be conducted primarily by the Department Head or Coordinator II. The responsibility may be delegated to an Assistant Department Head.
- 1.3 The evaluation process shall be based on the criteria listed in Point 2 of these Guidelines.

**2 Criteria for Evaluation**

**2.1 Contribution to Students**

- 2.1.1 Each student is treated with demonstrated respect and genuine interest.
- 2.1.2 Instructors evidence an approach to learning designed to reach the diversity of students in the College. Adequate attention is given to the different learning needs of individual students.
- 2.1.3 Students are encouraged to develop an inquiring, critical and independent attitude, to help each other as appropriate and not to be unduly dependent on the instructor.
- 2.1.4 Instructors make use of student services and other resource departments as appropriate in order to ensure that adequate attention is paid to the needs of students who are experiencing difficulties in learning.
- 2.1.5 Within the first week of the start of a course or program, instructors provide students with written course or program content and the method of evaluation to be used.
- 2.1.6 Classroom or other presentations are organized, well prepared, clear and effective.

**2.2 Professional Competence**

- 2.2.1 It is recognized that the College has an obligation, within the constraints of budget, to assist and support instructors regarding professional development in the area of professional competence. Instructors should understand and be knowledgeable in current developments in their field. Where appropriate, this should be demonstrated in their approach to teaching. It is recognized that in fields of rapidly changing technology where renewal time is not adequate, an instructor may not be able to achieve mastery of current developments; however, such instructors are expected to be aware of the general nature of these developments; and to communicate this to students as appropriate.

2.2.2 Instructors should design and deliver instructional materials and other resources in a way that takes into account current offerings of secondary institutions and be compatible with the requirements of post-secondary institutions and/or the Employer and community.

### **2.3 Collegial Contribution**

2.3.1 Instructors should be willing to exchange ideas and to be supportive of each other professionally. Instructors are expected to work harmoniously with colleagues.

### **2.4 Participation in the Department, School or Centre and College**

2.4.1 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" shall be set according to departmental, School or Centre and College norms, goals and objectives.

2.4.2 In their relationship with students and in their assigned duties and College activities, instructors should make a continuing contribution to the objectives of the department, the School or Centre and the College.

## **3 Methods of Evaluation**

3.1 The evaluation process shall use 2 methods:

3.1.1 Questionnaires filled in by an instructors' students or an equivalent instrument for counsellors, librarians and, with the approval of the Joint Steering Committee, other instructors; and

3.1.2 Observations of performance by Department Heads, Coordinator II's or Assistant Department Heads.

## **4 Joint Steering Committee**

4.1 The methods listed in Point 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.

4.2 The Joint Steering Committee shall be responsible for approving the procedures and instruments of evaluation. Master copies of each department or area's evaluation instruments shall be maintained in the offices of Human Resources.

4.3 The Joint Steering Committee shall follow fair and consistent principles for the evaluation of term and probationary instructors. The Joint Steering Committee shall be involved in the clarification of procedures but not in the monitoring of departmental and area processes.

4.4 Instructors may make submissions to the Joint Steering Committee regarding the evaluation instruments and their application in their department or area.

- 4.5 The Joint Steering Committee may make revisions to these Guidelines. The Joint Steering Committee shall notify the College and the Association of any revisions it makes.

## **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 these 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 Point 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 Point 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 Point 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 Point 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 Point 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 Point 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, 5.3.3 commence upon the instructors undertaking non-curriculum development duties.
- 5.3.6 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.
- 5.3.7 A term instructor will be deemed to have received a satisfactory evaluation if one has not been undertaken by the employer before regularization.

## **6 Summary of Evaluator's Responsibilities**

- 6.1 Make sure that the department has selected invigilators. Orient your invigilators as to their role and provide a copy of "Directions to Invigilators".
- 6.2 Request an evaluation package from Human Resources for the instructor to be evaluated. Check for completeness. Package should contain: (i) Evaluation Report; (ii) Observation of Performance; (iii) student questionnaires. Make sure there are sufficient student questionnaires for all of the students the instructor currently teaches.
- 6.3 Schedule a department invigilator to administer the student questionnaires. In most cases, the invigilator will exchange classes with the instructor being evaluated for the time when the questionnaires are being completed.
- 6.4 After the invigilator has returned the sealed package of student questionnaires, keep the package secure. Arrange for the package to be delivered to **Institutional Research** for tabulation of data.
- 6.5 Provide approximately one week's notice to the instructor being evaluated before observing instruction.
- 6.6 Observe instruction and complete the observation report.
- 6.7 Meet with the instructor to review the observation report and tabulated student data.
- 6.8 Complete the evaluation report, sign and have the instructor sign.
- 6.9 Upon completion of the evaluation report, send the student questionnaires to Human Resources.
- 6.10 Forward the completed evaluation to the Dean or Director. (Include the evaluation report, the observation report and the tabulated student data).

## **7 Invigilators**

- 7.1 The department or area concerned shall democratically decide upon the method, election or selection, of choosing those regular instructors who will be asked to administer questionnaires. This decision shall include the term, the number of

invigilators, etc. The selected invigilators shall have no other role in the evaluation process and understand the limits of their task. Wherever possible they will be asked to "switch" their class with the instructor being evaluated for the time when the questionnaires are being completed. In unusual situations a request for release time may be made to the appropriate Dean or Director. Such requests will not be unreasonably made or denied.

- 7.2 The invigilators shall only be selected from those who have accepted such nomination.
- 7.3 The invigilators shall carry out their functions for a period determined by the instructors as per Point 7.1, which shall not exceed 3 years. One month prior to the expiry of their terms, or in the event of an invigilator withdrawing from these functions, the process of selection shall be re-initiated.
- 7.4 Upon selection of invigilators, the Department Heads shall inform the employees in their Department and Human Resources of the names of the selected invigilators. Department Heads shall ensure that the invigilators are advised of the limits of their responsibilities, the necessity for confidentiality and the procedures for handling student questionnaires.
- 7.5 If an invigilator is unable to fulfill their responsibilities, the Department Head will seek approval from their Dean or Director for an alternate invigilator. The Dean or Director will obtain agreement from the Association prior to approving the alternate.

## **8 Handling of Student Questionnaires and Questionnaire Data**

### **8.1 Initiation and Confidentiality**

The evaluator shall request that Human Resources have packaged an adequate number of student questionnaires for a particular evaluation. Upon receiving a request as above, Human Resources shall ensure that the identity of the instructor being evaluated is protected. Only Human Resources, the evaluator and the invigilator are to be made aware of the identity of the instructor being evaluated.

### **8.2 Questionnaire Completion**

- 8.2.1 The evaluator shall give the package to the invigilating instructor and make arrangements for its secure delivery to **Institutional Research** immediately upon completion or, if that is not possible because of scheduling difficulties, its secure storage until delivery at the first opportunity.
- 8.2.2 The instructor being evaluated shall not be in the room while questionnaires are being distributed, completed and collected.
- 8.2.3 Invigilating instructors shall explain the process and forms to the students. They shall explain that students are not to identify themselves. They may answer clarification questions but shall not influence the students in any way.
- 8.2.4 They shall ensure that students are filling out the questionnaires in a manner that will allow them to be read by the scanning device. They should make prior

arrangements to ensure that students will have adequate time and adequate materials (paper/pencils) to complete the forms.

8.2.5 When the questionnaires are completed the students will place them in the envelope provided. The invigilator shall seal the envelope and return it to the evaluator as soon as possible.

8.2.6 Invigilator instructors must keep all proceedings, both verbal and written, confidential.

### 8.3 Data Processing

8.3.1 **Institutional Research** has been designated as the neutral processor of the questionnaires. **Institutional Research** is advised of their responsibilities, the necessity for confidentiality and the procedures for processing student questionnaires, as recommended by the Joint Steering Committee.

8.3.2 Upon receipt of completed packages, the processor's primary responsibility is to prepare a form that provides totals and averages of student responses and transcriptions of student comments. The averages requested will be determined by the Joint Steering Committee. The processor shall make only one copy of this form and sign both it and the original. The original and copy shall be delivered to the evaluator who will pass the copy on to the instructor concerned.

8.3.3 The processor shall re-seal the questionnaires and return them to the evaluator. The evaluator shall keep them sealed and upon completion of the final evaluation report send them to Human Resources for retention in accordance with the College's Freedom of Information and Protection of Privacy (FOIPOP) policy. If the instructor concerned requests their confirmation only the evaluator may review the forms as per Point 10.2 of these Guidelines.

8.3.4 **Institutional Research** will expunge all electronic records of student questionnaires in accordance with the College's FOIPOP policy.

## 9 Handling of Data Obtained Through Observation of Performance

The evaluator shall complete and sign an observational evaluation instrument which is referenced to the relevant criteria of Point 2. Only one copy of the completed instrument shall be made. The original and the copy shall be signed by the instructor and the original shall be given to the instructor being evaluated.

## 10 Evaluation Reports

10.1.1 Based on the data gathered under Point 5 of these Guidelines the evaluator shall discuss the instructor's performance with the instructor and then prepare an evaluation report which shall include all the data collected and be signed by the instructor as evidence of having been read and that the evaluation process has been completed.

10.1.2 The instructor being evaluated may, upon request, have the evaluator review the questionnaires and confirm that the results correspond with the completed form

received from the neutral processor. After this viewing, they shall be resealed and kept by the evaluator as per Point 8.3.3.

- 10.1.3 The form of the report shall conform to the Joint Steering Committee approved instrument.
- 10.1.4 The report with recommendation shall be submitted to the appropriate Vice President or delegate for approval and decision pursuant to Article 16.1 of the Agreement. In cases where there is a follow-up observation and a subsequent evaluation report as per Points 5.5.3 and 5.3.4 of these Guidelines, the decision shall be reserved until all reports have been submitted. All reports shall be placed in the instructor's Personnel File under the terms of Article 16.4 of the Agreement.

**APPENDIX VIII  
GUIDELINES FOR THE EVALUATION AND APPRAISAL OF INSTRUCTORS WITH  
RESPONSIBILITY ALLOWANCES**

**GUIDELINES FOR EVALUATION OF INSTRUCTIONAL ASSOCIATES**

**(Pursuant to Articles 3.10.2, 13.3.2.1 and 16.3)**

**1 Orientation and Timing**

At the beginning of the appointment, an Instructional Associate will be provided with an orientation to the position which includes a discussion of the evaluation criteria and process. For Instructional Associates, the appropriate Dean or Director will fulfill this role. Evaluation will be completed in the second half of the initial probationary year of appointment.

**2 Criteria for Evaluation**

**2.1 Contribution to Learning Environment**

2.1.1 Fosters quality in instruction;

2.1.2 Guides and coordinates the development of curriculum materials;

2.1.3 Recommends desired changes in courses and/or programs to the appropriate governance and administrative bodies;

2.1.4 Facilitates the process for submission of new curriculum, courses and programs for approval by governance bodies; and

2.1.5 Assists in the provision of adequate instructional facilities and equipment.

**2.2 Contribution to Department Heads, Assistant Department Heads and Coordinators**

2.2.1 Mentors other IRA's individually and in groups;

2.2.2 Participates in IRA Orientation; and

2.2.3 Provides and recommends workshops and other in-service activities for IRA's.

**2.3 Contribution to Faculty and Staff**

2.3.1 Assists and supports staff and faculty professional development;

2.3.2 As appropriate, supports faculty and staff in their work;

2.3.3 Assists in keeping departments and/or programs informed about College developments; and

2.3.4 Informs Dean(s) and Directors, as appropriate, of emerging program, faculty, and student needs.

**2.4 Leadership**

- 2.4.1 Communicates well verbally and in writing;
- 2.4.2 Demonstrates understanding of the College as a whole;
- 2.4.3 Deliberates before making a decision;
- 2.4.4 Consults appropriately;
- 2.4.5 Takes action in an effective manner;
- 2.4.6 Fulfills responsibility relevant to position;
- 2.4.7 Demonstrates commitment to the programs and the College;
- 2.4.8 Works cooperatively and effectively with others;
- 2.4.9 Takes initiative and is proactive in carrying out the responsibilities of the role;
- 2.4.10 Conducts effective meetings; and
- 2.4.11 Demonstrates leadership relevant to the position.

## **2.5 Coordination and Process**

- 2.5.1 Chairs selection committees effectively;
- 2.5.2 Liaises effectively internally and externally;
- 2.5.3 Works cooperatively and effectively with committees relevant to the role;
- 2.5.4 Participates actively in the coordination and process of program review; and
- 2.5.5 Encourages and facilitates cooperation among programs and schools.

## **2.6 Planning and Development**

- 2.6.1 Participates actively in planning for Schools, Centres and programs;
- 2.6.2 As appropriate, assists with planning for programs;
- 2.6.3 Conducts and coordinates research projects that are thorough and relevant; and
- 2.6.4 Shows leadership in carrying out action plans from program review.

## **2.7 Contribution to College and Community**

- 2.7.1 Maintains effective liaison with other Instructors with Responsibility Allowance throughout the College and with College services;
- 2.7.2 Maintains effective liaison with other institutions;
- 2.7.3 Maintains effective liaison with industry, business and government, as appropriate;
- 2.7.4 As appropriate, represents Schools, Centres and programs effectively; and

- 2.7.5 Initiates and maintains good public relations for the College, as appropriate, and for Schools, Centres and programs relevant to the position.

### **3 Evaluation Process**

- 3.1 For an Instructional Associate, the evaluation process will be initiated and administered by an appropriate Dean or Director. The evaluation process will be supported by Human Resources and **Institutional Research**. All comments and documentation will be kept strictly confidential and in accordance with Freedom of Information and Protection of Privacy requirements.
- 3.2 A confidential survey questionnaire based on Joint Steering Committee approved criteria will be distributed amongst the agreed-to list of respondents.
- 3.2.1 All Department Heads, Assistant Department Heads and Coordinators within the appropriate cluster of programs and services, as well as all Deans and Directors in the cluster will be included (except for the Dean or Director who will be writing the evaluation report).
- 3.2.2 The Instructional Associate will also provide a list of employees from other areas of the College that they wish to have included.
- 3.2.3 The College may suggest a list that would be appropriate for Instructional Associates to consider for inclusion.
- 3.3 **Institutional Research** will tabulate the responses to the questionnaires and forward the tabulated results to the Instructional Associate. A copy of the tabulated results will also be sent to the Dean or Director who will be writing the evaluation report and the 2 parties will meet to discuss the results.
- 3.4 The Dean or Director will make a recommendation as to whether the evaluation is either satisfactory or not satisfactory pursuant to Article 13.3.3 and provide a rationale when an evaluation is deemed unsatisfactory.
- 3.5 The Instructional Associate may prepare a response or commentary on the results and recommendation.

### **4 Evaluation Report**

- 4.1 The tabulated results, any response or commentary by the Instructional Associate, and the recommendation of the Dean or Director will form the evaluation report. It shall be signed by the Dean or Director and the Instructional Associate and shall be included in the Instructional Associate's official Personnel File. The Instructional Associate's signature only indicates evidence of the report having been read.
- 4.2 The Dean or Director who has written the recommendation will forward the evaluation report to the appropriate Vice President. The Vice President or delegate will consider the evaluation report in determining whether the Instructional Associate is confirmed for the remainder of the term of appointment pursuant to Article 13.3.3. The Vice President will provide a written rationale when the evaluation is deemed to be unsatisfactory.

4.3 Instructional Associates will be deemed to have received a satisfactory evaluation if an evaluation has not been completed within the first year of their appointments.

**5 Joint Steering Committee**

The Joint Steering Committee shall be responsible for approving the instruments and procedures of evaluation and will hear any submissions on their efficacy. The Joint Steering Committee may make revisions to the instruments and procedures and shall notify the College and Association when it does so.

6 These procedures shall be subject to the grievance procedure in the Agreement.

**GUIDELINES FOR EVALUATION OF DEPARTMENT HEADS,  
ASSISTANT DEPARTMENT HEADS OR COORDINATORS II**

(Pursuant to Articles 3.10.2, 13.3.2.1 and 16.3)

**1 Orientation and Timing**

At the beginning of the initial appointment, a Department Head, Assistant Department Head or Coordinator II will be provided with an orientation to the position which includes a discussion of the evaluation criteria and process. For Department Heads or Coordinators II, the appropriate Dean or Director will fulfill this role; for Assistant Department Heads, the orientation will be done by the appropriate Department Head. Evaluation will be completed in the second half of the initial probationary year of appointment.

**2 Criteria for Evaluation**

**2.1 Contribution to Learning Environment**

- 2.1.1 Fosters quality in instruction;
- 2.1.2 Ensures course and curriculum objectives are achieved;
- 2.1.3 Ensures appropriate methods of assessment are in place;
- 2.1.4 Guides the development of course and curriculum materials;
- 2.1.5 Recommends desired changes in courses and/or programs to the appropriate governance and administrative bodies; and
- 2.1.6 Assists in the provision of adequate instructional facilities and equipment.

**2.2 Contribution to Student Success**

- 2.2.1 Treats students with respect and interest;
- 2.2.2 Deals with students in ways that recognize their diversity;
- 2.2.3 Advises students of available College resources; (student support, financial aid, admissions, etc.)
- 2.2.4 Advises students appropriately for admissions/course placements;
- 2.2.5 When appropriate, aids in placing graduates in employment; and
- 2.2.6 Deals effectively with student issues.

**2.3 Contribution to Faculty and Staff**

- 2.3.1 Encourages participation in departmental committees and activities;
- 2.3.2 Assists and supports staff and faculty professional development;

- 2.3.3 Supports faculty and staff in their work; and
- 2.3.4 Keeps members of the department and/or program informed about College developments.

## **2.4 Leadership**

- 2.4.1 Communicates well verbally and in writing;
- 2.4.2 Demonstrates understanding of the College as a whole;
- 2.4.3 Deliberates before making a decision;
- 2.4.4 Consults appropriately;
- 2.4.5 Takes action in an effective manner;
- 2.4.6 Fulfills responsibility relevant to position; and
- 2.4.7 Demonstrates commitment to the department and the College.

## **2.5 Department Management**

- 2.5.1 Supervises faculty and staff appropriately;
- 2.5.2 Responds in a timely manner;
- 2.5.3 Actively participates in the recruitment and renewal of the faculty and staff complement;
- 2.5.4 In cooperation with faculty and staff, effectively schedules all duty, leave, holidays and professional development activities;
- 2.5.5 Conducts effective department meetings;
- 2.5.6 Coordinates and delegates appropriate duties and responsibilities;
- 2.5.7 Effectively orients new faculty and staff to the department, the School, Centre and the College;
- 2.5.8 Prepares and monitors the departmental budget;
- 2.5.9 Participates in the evaluation and appraisal procedures set out for faculty and staff effectively and appropriately; and
- 2.5.10 Resolves conflict effectively and fairly.

## **2.6 Department Planning and Development**

- 2.6.1 Initiates departmental planning;
- 2.6.2 Supports faculty in planning; and
- 2.6.3 Participates in ongoing program review.

## 2.7 Contribution to College and Community

- 2.7.1 Maintains effective liaison with other Instructors with Responsibility Allowance and College services;
- 2.7.2 Maintains effective liaison with other institutions;
- 2.7.3 Maintains effective liaison with industry, business and government, as appropriate;
- 2.7.4 Ensures appropriate representation at Program Advisory and other provincial committees;
- 2.7.5 Represents the department effectively; and
- 2.7.6 Maintains good public relations for the College, as appropriate, and for departmental programs.

## 3 Evaluation Process

- 3.1 For a Department Head or Coordinator II, the evaluation process will be initiated and administered by the appropriate Dean or Director. For an Assistant Department Head, the appropriate Department Head will fulfill this role. The evaluation process will be supported by Human Resources and **Institutional Research**. All comments and documentation will be kept strictly confidential and in accordance with Freedom of Information and Protection of Privacy requirements.
- 3.2 A confidential survey questionnaire based on Joint Steering Committee approved criteria will be distributed amongst the agreed-to list of respondents.
  - 3.2.1 All faculty and staff within the person's department will be included on the list.
  - 3.2.2 The Department Head, Assistant Department Head or Coordinator II will also provide a list of employees from outside the department that they wish to have included.
  - 3.2.3 The College may suggest a list that would be appropriate for most Department Heads, Assistant Department Heads or Coordinators II to consider for inclusion.
- 3.3 **Institutional Research** will tabulate the results of the questionnaire and send the results to the evaluatee.
  - 3.3.1 For a Department Head or Coordinator II, a copy of the tabulated results will also be sent to the appropriate Dean or Director and the two parties will meet to discuss the results. The Dean or Director will make a determination as to whether the evaluation is either satisfactory or not satisfactory pursuant to Article 13.3.4 and provide a rationale when an evaluation is deemed unsatisfactory.
  - 3.3.2 For an Assistant Department Head, a copy of the tabulated results will also be sent to the appropriate Department Head and they will meet to discuss the results. The Department Head will make a determination as to whether the evaluation is either

satisfactory or not satisfactory pursuant to Article 13.3.4 and provide a rationale when an evaluation is deemed unsatisfactory.

- 3.3.3 The Department Head, Assistant Department Head or Coordinator II may prepare a response or commentary on the results and recommendation.

#### **4 Evaluation Report**

- 4.1 The tabulated results of the questionnaire, any response or commentary by the Department Head, Assistant Department Head or Coordinator II and the decision of the appropriate evaluator will form the evaluation report. It shall be signed by the appropriate evaluator and the evaluatee and shall be included in the evaluatee's official Personnel File. The evaluatee's signature only indicates evidence of the report having been read.
- 4.2 The evaluation report shall be considered by the appropriate Vice-President or delegate in determining whether the Department Head, Assistant Department Head or Coordinator II is confirmed for the remainder of the term of appointment pursuant to Article 13.3.4.
- 4.3 A Department Head, Assistant Department Head or Coordinator II will be deemed to have received a satisfactory evaluation if one has not been completed within the first year of their appointment.

#### **5 Joint Steering Committee**

The Joint Steering Committee shall be responsible for approving the instruments and procedures of evaluation and will hear any submissions on their efficacy. The Joint Steering Committee may make revisions to the instruments and procedures and shall notify the College and Association when it does so.

- 6 These procedures shall be subject to the grievance procedure contained in the Agreement.

## **GUIDELINES FOR PERFORMANCE APPRAISAL OF DEPARTMENT HEADS, ASSISTANT DEPARTMENT HEADS OR COORDINATORS II**

**(Pursuant to Articles 3.10.2, 13.3.2.1 and 16.3)**

### **1 Orientation and Timing**

At the beginning of the second or subsequent 3-year term of appointment, a Department Head, Assistant Department Head or Coordinator II shall be informed of the performance appraisal criteria and process. For Department Heads and Coordinators II, this shall be done by the appropriate Dean or Director; for Assistant Department Heads it shall be done by the appropriate Department Head. The performance appraisal survey will be completed before the end of the first year of the second term or subsequent 3-year of appointment.

### **2 Criteria for Performance Appraisal**

The performance appraisal criteria shall be the same as the criteria for evaluation in Point 2 of the **Guidelines for Evaluation of Department Heads, Assistant Department Heads or Coordinators II** in this Appendix.

### **3 Performance Appraisal Process**

- 3.1 For a Department Head or Coordinator II, the performance appraisal process will be initiated and administered by the appropriate Dean or Director. For an Assistant Department Head, the appropriate Department Head will fulfill this role. The performance appraisal process will be supported by Human Resources and **Institutional Research**. All comments and documentation will be kept strictly confidential and in accordance with Freedom of Information and Protection of Privacy requirements.
- 3.2 A confidential survey based on Joint Steering Committee approved criteria will be distributed amongst the agreed-to list of respondents.
  - 3.2.1 All faculty and staff within the person's department will be included on the list.
  - 3.2.2 The Department Head, Assistant Department Head or Coordinator II will also provide a list of employees from outside the department that they wish to have included.
  - 3.2.3 The College may suggest a list that would be appropriate for most Department Heads, Assistant Department Heads or Coordinators II to consider for inclusion.
  - 3.2.4 The Department Head, Assistant Department Head or Coordinator II will also complete the survey as a self-appraisal prior to receiving the results of the other respondents.
- 3.3 **Institutional Research** will collate and transcribe the responses of the survey and send a copy of the collated and transcribed responses to the Department Head, Assistant Department Head or Coordinator II. The Department Head, Assistant Department Head or Coordinator II will prepare a development plan in response to the survey results and self-appraisal.

- 3.3.1 For a Department Head or Coordinator II, a copy of the survey results will also be sent to the appropriate Dean or Director and the 2 parties will meet to discuss the results and the development plan.
- 3.3.2 For an Assistant Department Head, a copy of the survey results will also be sent to the appropriate Department Head. The Assistant Department Head and Department Head will meet to discuss the results and the development plan.

#### **4 Performance Appraisal Report**

- 4.1 The survey results and a copy of the Department Head, Assistant Department Head or Coordinator II's self-appraisal and development plan will form the performance appraisal report. The report for a Department Head or Coordinator II shall be signed by the appropriate Dean or Director and the Department Head or Coordinator II. The report for an Assistant Department Head shall be signed by the appropriate Department Head and the Assistant Department Head. The signatures on the report would indicate that the performance appraisal process has been completed. The report shall be included in the Department Head, Assistant Department Head or Coordinator II's performance appraisal file as per Articles 15.4 and 15.4.1.
- 4.2 A Department Head, Assistant Department Head or Coordinator II will be deemed to have received a performance appraisal if one has not been completed within the first year of the second or subsequent 3-year term of appointment.

#### **5 Joint Steering Committee**

The Joint Steering Committee shall be responsible for approving the instruments and procedures of performance appraisal and will hear any submissions on their efficacy. The Joint Steering Committee may make revisions to the instruments and procedures and shall notify the College and Association when it does so.

- 6 These procedures shall subject to the grievance procedure in the Agreement.

## **GUIDELINES FOR EVALUATION OF COORDINATORS I**

**(Pursuant to Articles 3.10.2, 13.3.2.1 and 16.3)**

### **1 Orientation and Timing**

At the beginning of the initial appointment, a Coordinator I will be provided with an orientation to the position which includes a discussion of the evaluation criteria and process. This orientation will be done by the appropriate Department Head. Evaluation will be completed in the second half of the initial probationary year of appointment.

### **2 Criteria for Evaluation**

#### **2.1 Assisting with Faculty Development**

- 2.1.1 As appropriate, assists with faculty and staff recruitment, selection and development;
- 2.1.2 Orients new faculty to the level, area or program; and
- 2.1.3 Provides instructional support to faculty.

#### **2.2 Coordinating Curriculum Development**

- 2.2.1 Promotes information-sharing about current and new developments;
- 2.2.2 Ensures that adequate learning materials and resources are available for the use of faculty;
- 2.2.3 Searches out new learning resources and materials;
- 2.2.4 Evaluates new learning resources and materials; and
- 2.2.5 Ensures that the programs are relevant to student needs.

#### **2.3 Contribution to Student Access and Success**

- 2.3.1 Within the context of College and departmental policies and objectives, establishes and/or maintains policies and procedures for:
  - a) student evaluation;
  - b) student referral; and
  - c) student promotion;
- 2.3.2 Monitors student attendance and progress within the area;
- 2.3.3 Advises students, as needed, when their progress is unsatisfactory;
- 2.3.4 Advises students, as needed, when their conduct is unsatisfactory;
- 2.3.5 Provides students, as needed, with support and advice on achieving their goals;
- 2.3.6 Advises students of available College resources;

- 2.3.7 Treats students with respect and interest;
- 2.3.8 Deals with students in ways that recognize their diversity;
- 2.3.9 Advises students, as needed, on their registration options; and
- 2.3.10 Conducts student orientation and intake interviews.

#### **2.4 Promotion of Effective Communication**

- 2.4.1 Conducts effective faculty meetings as required;
- 2.4.2 Promotes effective communication among faculty as appropriate;
- 2.4.3 Is available for consultations;
- 2.4.4 Consults appropriately;
- 2.4.5 Communicates well, verbally and in writing; and
- 2.4.6 As appropriate, liaises well with College services, other departments and outside agencies.

#### **2.5 Contribution to Progress Assessment and Testing**

- 2.5.1 Assists in the development and administration of progress assessments; and
- 2.5.2 Assists in the development and administration of department progress or proficiency tests.

#### **2.6 Leadership**

- 2.6.1 Deliberates before making a decision;
- 2.6.2 Takes action in an effective manner;
- 2.6.3 Fulfills responsibility relevant to the position;
- 2.6.4 Effectively supports and contributes to the departmental registration process;
- 2.6.5 Demonstrates commitment to the department and the College;
- 2.6.6 Effectively assumes duties of Department Head when necessary; and
- 2.6.7 Schedules instructors as applicable.

### **3 Evaluation Process**

- 3.1 The evaluation process for a Coordinator I will be initiated and administered by the appropriate Department Head and supported by Human Resources and **Institutional Research**. All comments and documentation will be kept strictly confidential and in accordance with Freedom of Information and Protection of Privacy requirements.

- 3.2 A confidential survey questionnaire based on Joint Steering Committee approved criteria will be distributed amongst the agreed-to list of respondents.
- 3.2.1 All faculty and staff within the Coordinator I's department will be included on the list.
- 3.2.2 The Coordinator I will also provide a list of employees from outside the department that they wish to have included.
- 3.2.3 The College may suggest a list that would be appropriate for most Coordinators I to consider for inclusion.
- 3.3 **Institutional Research** will tabulate the results of the questionnaire and send the results to the Coordinator I. A copy of the tabulated results will also be sent to the appropriate Department Head and the 2 parties will meet to discuss the results. The Department Head will make a determination as to whether the evaluation is either satisfactory or not satisfactory and provide a rationale when an evaluation is deemed unsatisfactory. The Coordinator may prepare a response or commentary on the results and recommendation.

#### **4 Evaluation Report**

- 4.1 The tabulated results, any response or commentary by the Coordinator I and the decision of the Department Head will form the evaluation report. It shall be signed by the Department Head and the Coordinator I and shall be included in Coordinator I's official Personnel File. The Coordinator I's signature only indicates evidence of the report having been read.
- 4.2 The evaluation report shall be considered by the appropriate Vice President or delegate in determining whether the Coordinator I is confirmed for the remainder of the term of appointment pursuant to Article 13.3.4
- 4.3 A Coordinator I will be deemed to have received a satisfactory evaluation if one has not been completed within the first year of their appointment.

#### **5 Joint Steering Committee**

The Joint Steering Committee shall be responsible for approving the instruments and procedures of evaluation and will hear any submissions on their efficacy. The Joint Steering Committee may make revisions to the instruments and procedures and shall notify the College and Association when it does so.

- 6 These procedures shall be subject to the grievance procedure in the Agreement.

## **GUIDELINES FOR PERFORMANCE APPRAISAL OF COORDINATORS I**

**(Pursuant to Articles 3.10.2, 13.3.2.1 and 16.3)**

### **1 Orientation and Timing**

At the beginning of the second or subsequent 3-year term of appointment, a Coordinator I shall be informed of the performance appraisal criteria and process. This shall be done by the appropriate Department Head. The performance appraisal survey will be completed before the end of the first year of the second term or subsequent 3-year term of appointment.

### **2 Criteria for Performance Appraisal**

The performance appraisal criteria shall be the same as the criteria for evaluation in Point 2 of the **Guidelines for Evaluation of Coordinators I** in this Appendix.

### **3 Performance Appraisal Process**

3.1 The performance appraisal process for a Coordinator I will be initiated and administered by the appropriate Department Head and supported by Human Resources and **Institutional Research**. All comments and documentation will be kept strictly confidential and in accordance with Freedom of Information and Protection of Privacy requirements.

3.2 A confidential survey based on Joint Steering Committee approved criteria will be distributed amongst the agreed-to list of respondents.

3.2.1 All faculty and staff within the Coordinator I's department will be included on the list.

3.2.2 The Coordinator I will also provide a list of employees from outside the department that they wish to have included.

3.2.3 The College may suggest a list that would be appropriate for most Coordinators I to consider for inclusion.

3.2.4 The Coordinator I will also complete the survey as a self-appraisal prior to receiving the results of the other respondents.

3.3 **Institutional Research** will collate and transcribe the responses of the survey and send a copy of the collated and transcribed responses to the Coordinator I. The Coordinator I will prepare a development plan in response to the survey results and self-appraisal. The survey results will also be sent to the appropriate Department Head who will meet with the Coordinator I to discuss the results and the development plan.

### **4 Performance Appraisal Report**

4.1 The survey results and a copy of the Coordinator I's self-appraisal and development plan will form the performance appraisal report. The report shall be signed by the appropriate Department Head and Coordinator I to indicate that the performance appraisal process has been completed. The report shall be included in the Coordinator I's performance appraisal file as per Article 15.4 and 15.4.1.

4.2 A Coordinator I will be deemed to have received a performance appraisal if one has not been completed within the first year of the second or subsequent 3-year term of appointment.

**5 Joint Steering Committee**

The Joint Steering Committee shall be responsible for approving the instruments and procedures of performance appraisal and will hear any submissions on their efficacy. The Joint Steering Committee may make revisions to the instruments and procedures and shall notify the College and Association when it does so.

6 These procedures shall subject to the grievance procedure in the Agreement.

**APPENDIX IX  
PROFESSIONAL DEVELOPMENT FUNDS**

**LETTER OF AGREEMENT**

**(Pursuant to Article 6.6.8)**

1. The College shall maintain a Non-Salary Cost Budget Line for the purpose of providing instructors with professional development funds for the term of the Agreement.
2. The Budget Line shall be established at a level of \$100,000 for each fiscal year of the Agreement. The College agrees to allow for carry-over of a maximum of 20% of the allocation in any one year to the following fiscal year.
3. The Professional Development Non-Salary Cost Budget Line shall be located in the College budget but administered by a 3 person committee of the Association. There shall be 2 such Committees.
4. The College shall provide an amount of \$5,000 to pay for release time for members serving on the Committees.
5. The Committees shall be responsible for the approval and allocation of professional development funds in accordance with the criteria and procedures outlined in Appendix X, (Guidelines for the Allocation of Professional Development Funds for VCCFA Members).

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

### **1 Agreement**

- 1.1 These Guidelines are pursuant to Appendix IX, (Professional Development Funds).
- 1.2 Any dispute arising out of the application or interpretation of these Guidelines shall be grievable under the terms of Article 12, (Grievance Procedures of the Agreement).

### **2 Introduction**

- 2.1 The policies, procedures and overall allocation of the PD funds budget shall be administered by a 6-person committee of the Association. This committee shall meet to discuss policy and procedural issues. There shall be 2 subcommittees of the aforementioned group, consisting of 3 members from each campus, who shall be responsible for monitoring allocations at their respective campus.
- 2.2 Four members of the PD Funds Committee must be present to establish a quorum; 2 members of the Subcommittees must be present. Members can transfer between Subcommittees to supply numbers to maintain quorum.

### **3 General**

- 3.1 Professional development funds are for the purpose of providing financial assistance for expenses incurred by activities related to or involving eligible professional development endeavours. According to Article 6.6.1 "professional development is employee-initiated activity intended to develop or improve instructional skills or methods; to develop, improve or review program, course or curriculum materials; to maintain currency in the employee's subject area; or, to gain additional knowledge and professional competence in the employee's subject area".
- 3.2 The funds may be used to assist in registration, transportation, accommodation or eligible purchases related to professional development activities which are relevant to an employee's professional development. Funds allocated may not be sufficient to cover the entire cost of an event or expenditure.

### **4 Eligible Activities**

- 4.1 The definition of professional development activities for fund allocation includes the following:
  - Applied Research/Publishing;
  - Conferences;
  - Courses/Programs (including those required to complete a diploma or degree program)\*;
  - Liaison/Visits with Industry

- Memberships/Subscriptions;\*\*
- Performing/Presenting;
- Purchase of books;
- Purchase of software;
- **The cost of basic home internet service;**
- **Purchase of computer hardware and digital devices that are used in the performance of the employee's duties;**
- Purchase of specialized supplies necessary for workshops or other specific professional development activities;
- Seminars/Workshops;
- Study of new techniques and technology; and
- Other approved activities.

\* Most courses offered through the College (within regular programs and the Centre for Continuing Studies) have tuition fees waived. Courses pertaining to the employees' Instructor's Diploma have tuition reimbursed after successful completion. Fees for other regular College programs may also be reimbursed. The PD Funds budget does not cover tuition fees that have been waived or are eligible for reimbursement through other College funds.

\*\* All attempts should be made to have departmental budgets pay for memberships so all may benefit. Departmental and institutional memberships should also be sought. Where funds are not available in department budgets, the PD Funds Budget will fund individuals to purchase memberships that publish materials that enhance professional knowledge. Some journals and newsletters are made available through the library.

- 4.2 When materials are purchased from individual professional development funds, the ownership of the item(s) purchased resides with the College and the control of usage remains with the individual. Items purchased will reside in the employee's department after the individual determines the expiration of their professional project or activity.

## **5 Ineligible Expenses**

- 5.1 The PD Funds Budget does not cover office supplies such as paper, disks, ribbons, pens, etc.
- 5.2 Items may not be purchased by pooling of funds.
- 5.3 The PD Funds Budget does not cover travelling expenses or accommodation when employees' main reason for travel is vacation which includes attending a professional development event. Specific fees such as registration and books will be covered for the professional development activity.

5.4 The PD Funds Budget does not cover the payment of professional dues such as licenses, recertification, etc.

5.5 PD Funds are not to be used to cover the cost of a substitute employee.

## **6 Eligible Employees**

6.1 Regular and term employees, employed half-time or more, who complete 7 months of service within the fiscal year shall be entitled to professional development, as described in Article 6.6.2 of the Agreement.

6.2 Employees returning from leave are not eligible for PD and PD funds unless they are able to perform 7 months of duty within the fiscal year.

**6.3 Notwithstanding paragraphs 6.1 and 6.2 above, employees on approved education leave under Article 8.3 of the Agreement shall be entitled to access professional development funds under Appendix IX during such leaves.**

6.4 Department Heads will be contacted on May 1 of each fiscal year to supply an estimate of the number of faculty in the department eligible for professional development funding.

## **7 Allocation of Funds**

7.1 The allocation for each fiscal year will be determined by the PD Funds Committee and the membership will be informed of their allocation.

7.2 All activities receiving funding approval must be carried out within one fiscal year. Requests may be approved by the PD Funds Subcommittee for activities taking place in the next fiscal year but payment would come from the following fiscal year's PD funds budget. Payment will be available only after the allocation of the new fiscal year has been determined.

## **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 Association 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 Financial Services.

8.3 The PD Funds Subcommittees will monitor the use of the funds and will keep records of the allocations in cooperation with Financial Services. The Subcommittees 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 Committees shall be handled by the Association Executive if there is not consensus within the Subcommittees 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 15 or 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.
- 9.3 When a PD request is approved (see Article 6.6.6) and an application for funds has been made, copies of the "Leave & Expense Report Form" will be sent by the appropriate Dean or Director to the PD Funds Committee for approval. The PD Funds Subcommittees will review the application and inform the employee whether their request for funds has been approved.
- 9.4 Within one month of the completion of professional development, employees who have received approval to use PD funds shall submit their receipts to the PD Funds Subcommittee with a copy of their approved request. Official receipts, cancelled cheques or credit card receipts will be required. The receipts will be forwarded to Financial Services.
- 9.5 In some situations where an employee requires an advance of funds, monies will be forwarded as soon as possible and receipts will be supplied to the PD Funds Subcommittee upon completion of the activity. Employees will reimburse the College for any funds received in excess of expenditures. All requests for advanced funds must be approved by the PD Funds Committee.
- 9.6 Prior approval must be received from the PD Funds Committee for all purchases. Any exceptions will be considered on an individual basis and will require appropriate documentation and description.
- 9.7 Employees may be required to complete purchase order requisitions for specific materials or equipment. The PD Subcommittee will inform employees when such documentation is required.
- 9.8 Under no circumstances will PD funds be used to purchase equipment or materials for departmental or classroom use.

## **10 Pooling of PD Funds**

- 10.1 PD Funds are intended for individual professional development. However, under certain circumstances, pooling of funds may be desirable.
- 10.2 After discussion, employees may pool all or part of an employee's PD funds to finance large endeavours such as an employee attending an event outside the province, bringing a special guest in for a seminar or workshop or organizing a group professional development activity. Requests for pooling must first be made to the PD Funds Subcommittee and approved. ALL employees involved in the merging of funds must voluntarily sign the request to signify agreement with the plan.
- 10.3 Requests must be \$100 minimum per employee
- 10.4 Requests for purchases cannot be pooled.
- 10.5 All plans to pool PD funds must be restricted to the current fiscal year and must not impact on future years. The PD Funds Subcommittee will not be a party to pooling arrangements that affect subsequent years.

## **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.

## **13 Appeal Procedure**

- 13.1 Written appeals of any decision by the PD Committee or Subcommittee will be addressed by the **Executive** of the Association.

**APPENDIX XI  
ADJUDICATED PROFESSIONAL DEVELOPMENT FUNDS**

**(Pursuant to Article 6.6.8)**

1. The College shall maintain a Non-Salary Cost Budget Line for the purpose of providing employees with Adjudicated Professional Development Funds for the term of the Agreement.
2. The Budget Line shall be established at the amount of \$50,000 for each fiscal year of the Agreement.
3. These funds will be administered by a joint committee of at least 2 representatives of the College and 2 representatives of the Association.
4. This Committee will develop a mutually agreed upon process and procedure based on the following:
  - employees must apply to the Committee for the funds;
  - disbursement will be by an adjudication process; and
  - monies are only available for “hard costs” (for example: costs for courses and conferences) directly related to the employee’s program or area.

**APPENDIX XII  
COMMON FACULTY PROFESSIONAL DEVELOPMENT COMMITTEE**

**LETTER OF UNDERSTANDING**

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 one representative of the College and one 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.

**APPENDIX XIII  
SPLIT SHIFTS**

**LETTER OF AGREEMENT**

The College in consultation with the Association will endeavour to improve the working conditions of those whose assigned duty is split, causing a work day which is not completed within 6.5 hours.

1. The College will provide access to clean and safe change rooms with shower facilities at each campus.
2. The College will provide a lounge space on each campus where employees can relax during the time between shifts.
3. The College will provide office space at each campus and access to telephone, computer and photocopier.
4. At the request of either the College or the Association, the parties will establish a joint committee consisting of 2 members of College administration and 2 members of the Association to consider any unresolved issues affecting employees working evening, weekend and split shifts including but not limited to:
  - resources available
  - services, hours or work, and
  - implication of working unsociable shifts.

**APPENDIX XIV  
DEPARTMENT LEADER RELEASE**

**LETTER OF UNDERSTANDING**

The parties acknowledge that the Department Leaders provide a valuable role at the College. The current responsibilities and duties of Department Leaders vary widely across the College.

Effective on ratification of this Agreement, the total amount of **Department Leader** release time available for distribution is 5513 days **in each fiscal year**.

1. The total amount shall be allocated as per the following **Department Leader** Release Chart.
  - a) departments will get a minimum of 35 days.
  - b) The School of Instructor Education (SIE) and the Learning Centre will each get 35 days.**
  - c) Departments with retail activities will be recognized.
2.
  - a) **It is the intent of the parties that all Department Leader release days which are available for distribution under this Appendix XIV but which have not yet been allocated shall be allocated fully. Such allocation shall be determined by a joint subcommittee established under Article 3.11. Depending on the total number of release days that is available for distribution, the joint subcommittee shall consider the following guidelines:**
    - 1) **seven release days may be allocated to each department transitioning to a new Department Leader;**
    - 2) **five release days may be allocated to each department undergoing accreditation or a program renewal;**
    - 3) **one release day may be allocated to the Library Public Services Department to support each accreditation or program renewal process;**
    - 4) **any release days which remain unallocated at the end of January in each fiscal year will be allocated to departments at the discretion of the joint subcommittee, having regard to the factors outlined below.**
  - b) **The joint subcommittee shall continue the discussions between the parties regarding factors relevant to Department Leader release time, including:**
    - 1) **the ability of Department Leaders to access their professional development time or other leave periods, including replacements for these periods;**
    - 2) **the workload of Department Leaders;**
    - 3) **the allocation and availability of support, including clerical support, to departments and Department Leaders; and**
    - 4) **orientation and training needs of Department Leaders.**

3. It is not the intention of the College to alter the current **Department Leader** release allocation. Any decision by the Board to alter the existing budget allocation for **Department Leader** release will be based on significant program changes and will only be taken after consultation between the College and the Association. Any subsequent adjustments required will be made in a way that results in the least possible impact to the affected department or area.

### Department Leader Release Chart

	Instructional Departments	Release Days
1	Visually Impaired <ul style="list-style-type: none"> <li>• ABE &amp; PS</li> </ul>	50
2	Community & Career Education <ul style="list-style-type: none"> <li>• Food Service Careers</li> <li>• General Skills CACE</li> </ul>	101
3	College & Career Access <ul style="list-style-type: none"> <li>• ACE Program &amp; EEAW</li> <li>• ABE Youth</li> <li>• ABE Computer Lab</li> <li>• English &amp; Social Sciences</li> <li>• Math &amp; Science</li> </ul>	329
4	Basic Education	180
5	Humanities <ul style="list-style-type: none"> <li>• Economics</li> <li>• Economics UT</li> <li>• English Literature/Reading &amp; Study Skills/Writing Skills</li> <li>• English – UT</li> <li>• Law</li> <li>• Psychology</li> <li>• Psychology – UT</li> <li>• Sociology - UT</li> </ul>	90
6	Mathematics Mathematics <ul style="list-style-type: none"> <li>• Mathematics UT</li> </ul>	90
7	Science <ul style="list-style-type: none"> <li>• Anatomy &amp; Physiology – UT</li> <li>• Biology</li> <li>• Biology - UT</li> <li>• Chemistry</li> </ul>	135

	<ul style="list-style-type: none"> <li>• Chemistry – UT</li> <li>• Physics</li> <li>• Physics - UT</li> </ul>	
8	Deaf & Hard of Hearing <ul style="list-style-type: none"> <li>• ASL for Deaf &amp; Hard of Hearing</li> <li>• English/Numeracy Upgrading</li> <li>• Job Readiness</li> <li>• Speechreading/Oral Language</li> </ul>	67.5
9	ASL & Deaf Studies <ul style="list-style-type: none"> <li>• ASL &amp; Deaf Studies</li> <li>• Public Speaking</li> </ul>	69
10	Professional & Career English <ul style="list-style-type: none"> <li>• ESL</li> <li>• Combined Skills</li> </ul>	135
11	English Language Skills <ul style="list-style-type: none"> <li>• ESL</li> </ul>	360
12	TESOL <ul style="list-style-type: none"> <li>• TESOL</li> </ul>	90
13	College Preparatory English <ul style="list-style-type: none"> <li>• ESL</li> <li>• ESL-UT</li> </ul>	300
14	Outreach <ul style="list-style-type: none"> <li>• ESL</li> </ul>	382.5
15	ELSA <ul style="list-style-type: none"> <li>• ESL</li> </ul>	
16	Jewellery Art & Design	45
17	Drafting <ul style="list-style-type: none"> <li>• Civil/Structural</li> <li>• Industrial</li> <li>• Steel Detailing</li> </ul>	90
18	Auto Collision Repair <ul style="list-style-type: none"> <li>• Auto Collision</li> <li>• Automotive Refinishing/Preparation</li> </ul>	135
19	Automotive Service Technician	135

	<ul style="list-style-type: none"> <li>Automotive Service Technician</li> </ul>	
20	Heavy Duty / Commercial Transport (Diesel) <ul style="list-style-type: none"> <li>Diesel Technician</li> </ul>	135
21	Digital Graphic Design	44
22	Hair Design / Esthetics <ul style="list-style-type: none"> <li>Esthetics</li> <li>Hair Design ESL</li> </ul>	135
23	HealthCare Communication Management <ul style="list-style-type: none"> <li>Medical Billing for Medical Office Assistant</li> <li>Medical Office Assistant</li> <li>Medical Office Procedures</li> <li>Medical Secretary</li> <li>Medical Transcriptionist</li> <li>Nursing Unit Clerk Clinical</li> </ul>	112.5
24	Continuing Care <ul style="list-style-type: none"> <li>Acute Care Skills</li> <li>Healthcare Assistant</li> <li>Home Support/Resident Care Attendant</li> <li>Human Relations (Communications)</li> </ul>	180
25	Practical Nursing <ul style="list-style-type: none"> <li>Practical Nursing</li> <li>Advanced Practice Licensed Practical Nursing</li> </ul>	270
26	Bachelor of Science in Nursing <ul style="list-style-type: none"> <li>Baccalaureate Nursing</li> <li>Baccalaureate Nursing Clinical</li> <li>Baccalaureate Nursing Health Law</li> </ul>	181
27	Allied Health <ul style="list-style-type: none"> <li>Aboriginal Health Science</li> <li>Autopsy Technician</li> <li>Hospital Pharmacy Technician</li> <li>Medical Laboratory Assistant – Electrocardiography</li> <li>Medical Laboratory Assistant – Venipuncture</li> <li>Occupational Therapy</li> <li>Pharmacy Technician</li> <li>Physical Therapy Technician</li> </ul>	90
28	Dental Hygiene <ul style="list-style-type: none"> <li>Behavioural &amp; Biomedical Sciences</li> <li>Clinical Dentistry</li> </ul>	90

	<ul style="list-style-type: none"> <li>Dental Hygiene</li> <li>Dental Hygiene Distributed Learning</li> </ul>	
29	<p>Certified Dental Assisting / Dental Reception Coordinator</p> <ul style="list-style-type: none"> <li>Dental Receptionist Coordinator</li> <li>Certified Dental Assisting (Distance Delivery)</li> </ul>	135
30	<p>Denturist &amp; Dental Technology</p> <ul style="list-style-type: none"> <li>Biological Sciences</li> <li>Business Management for Dental Programs</li> <li>Clinical Dentistry</li> <li>Dental Technician</li> <li>Denturist</li> </ul>	67.5
31	<p>Office &amp; Legal Administration</p> <ul style="list-style-type: none"> <li>Administrative Assistant</li> <li>Legal Administrative Assistant</li> </ul>	126
32	<p>Baking &amp; Pastry Arts</p> <ul style="list-style-type: none"> <li>Baking &amp; Pastry Arts</li> </ul>	104
33	<p>Culinary Arts</p> <ul style="list-style-type: none"> <li>Chefs</li> <li>Restaurant Management</li> </ul>	270
34	<p>Asian Culinary Arts</p>	45
35	<p>Hospitality Management Diploma &amp; Degree</p> <ul style="list-style-type: none"> <li>Food Service/Restaurant Management – Chefs</li> <li>Food Service/Restaurant Management – Restaurant Management</li> <li>Hospitality Management – Accounting</li> <li>Hospitality Management – Business Communications/Public Speaking</li> <li>Hospitality Management – Computer Application Software</li> <li>Hospitality Management – Hotel Management</li> <li>Hospitality Management – Human Resources/Organizational Behaviour</li> <li>Hospitality Management – Marketing/Law</li> <li>Hospitality Management – Micro-economics/Statistics</li> <li>Bachelor of Hospitality Management</li> </ul>	270
36	<p>Music</p> <ul style="list-style-type: none"> <li>Academic – Bachelor of Applied Music</li> <li>Academic – Music Diploma</li> <li>Academic – Dance Diploma</li> <li>Skills – Dance Diploma</li> <li>Ensembles – Bachelor of Applied Music</li> </ul>	135

	<ul style="list-style-type: none"> <li>• Ensembles – Music Diploma</li> <li>• Entrepreneurial Skills for Dance</li> <li>• Individual Instruction (Instrument/Vocal) – Bachelor of Applied Music</li> <li>• Individual Instruction (Instrument/Vocal) – Music Diploma</li> <li>• ORFF Teacher Training</li> <li>• Skills – Bachelor of Applied Music</li> <li>• Skills – Music Diploma</li> </ul>	
	<b>Sub-Total: Instructional Departments</b>	<b>5174</b>

<b>Instructional Service Departments &amp; SIE</b>		
36	Counselling <ul style="list-style-type: none"> <li>• Counselling</li> <li>• Disability Counselling</li> </ul>	90
37	Library <ul style="list-style-type: none"> <li>• Library Public Services</li> <li>• Library Technical Services</li> <li>• Library Systems</li> </ul>	45
38	Learning Centre	35
39	Instructor Education	35
	<b>Sub-Total: Instructional Services &amp; SIE</b>	<b>185</b>
	<b>Release Days Not Yet Allocated</b>	<b>134</b>
	<b>TOTAL: RELEASE DAYS</b>	<b>5513</b>

**APPENDIX XV  
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 Agreement.

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.

**APPENDIX XVI  
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 6.6.3 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 Association prior to the work assignment being made, in consultation with the Dean and the employees involved.
- All provisions of this 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 College curriculum development funding.

**APPENDIX XVII  
ASSISTANCE FOR INSTRUCTORS TEACHING STUDENTS WITH DISABILITIES**

**LETTER OF UNDERSTANDING**

The College acknowledges that some instructors may require additional resources to provide an appropriate learning environment for students with disabilities.

To assist instructors working with students with disabilities, the College will:

1. Provide workshops to assist instructors in achieving success for students with disabilities that include the accommodation process, available resources for students and instructors, classroom-student-instructor management and instructional support.
2. Provide mentoring, assistance or training for instructors who teach students with disabilities.

**APPENDIX XVIII  
PAYMENT OF BENEFIT PREMIUMS DURING DISABILITY**

**LETTER OF UNDERSTANDING**

The College will pay the premiums for benefits on behalf of employees who are receiving Short Term Disability or Long Term Disability benefits.

The benefit premiums covered are:

- Group Life Insurance, where Sun Life does not provide a premium waiver;
- MSP;
- Extended Health;
- Dental Plan;
- Long Term Disability; and
- Short Term Disability.

**APPENDIX XIX  
BANKED VACATION DAYS**

From January 1, 1982 to March 31, 1983, instructors earned 55 days vacation entitlement but only utilized 44 days of annual vacation entitlement. The parties have agreed that the remaining 11 days shall be banked for those affected instructors. It is intended that the affected instructors may either have the banked 11 days paid out upon termination; or may utilize the days, in addition to annual vacation, with the approval of the appropriate Vice President or delegate.

The parties will maintain a list of the affected instructors.

## APPENDIX XX REVISING AREA HIRING QUALIFICATIONS

### For Faculty in VCC Departments

#### Process for Revising Area Hiring Qualifications

1. The Dean/Director, a Department or both may initiate revisions to the hiring qualifications for an Area (Article 4.3.2.2) when the need arises.
2. The Dean/Director will advise Human Resources (HR), the appropriate VP and the VCC Faculty Association (FA) of the recommended revisions.
3. The Dean/Director, the FA and HR will meet to discuss the recommendation.
4. The Dean/Director and the FA will each hold a consultative meeting with the Department to discuss the intended revision and any potential implications.
5. Per Article 4.3.2.3, the revised hiring qualifications in any Area will not apply to:
  - a) Any existing permanent or probationary regular employees 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 4.9.2).
6. The revised Area hiring qualifications will be documented as per the attached Form "New Area and Hiring Qualifications Established / Revised" and then submitted to the appropriate Vice President for approval. A list of employees who will be 'grandparented' by virtue of falling under Article 4.3.2.3 will be attached to the Form.
7. HR will keep and maintain the original documentation and distribute copies to the Dean/Director, the Department and the FA, and place the revised information on the shared J Drive at: **J:HR-Info-Faculty Hiring Criteria**.

#### Process for Establishing New Areas and Hiring Qualifications

1. The Dean/Director or Department may initiate recommendations to establish a new Area and its hiring qualifications (Article 4.3.2.2). The Department Head must notify their Dean/Director of the Department's recommendation to establish a new Area. The Dean/Director will consult with the faculty in a Department when initiating a recommendation to establish a new Area.
2. The Dean/Director will advise Human Resources (HR), the appropriate VP and the VCC Faculty Association (FA) of the intent to establish a new Area.
3. The Dean/Director, the FA and HR will meet to discuss the recommendation.
4. The Dean/Director and the FA will each hold a consultative meeting with the Department to discuss the creation of the new Area, its hiring qualifications and any potential implications.

5. The new Area and hiring qualifications will be documented and then submitted to the appropriate Vice President for approval per the attached Form “New Area and Hiring Qualifications Established / Revised”. For current employees affected by the establishment of the new Area, HR, in consultation with the FA and the Dean/Director, will document the names of the employees and their rights, such as being grandparented in the new Area (Article 4.3.2.3).
6. HR will keep and maintain the original documentation, distribute copies to the Dean/Director, Department and the FA, and place the information on the shared J Drive at: J:\HR-Info\Faculty Hiring Criteria.
7. The new Area shall be considered part of the Agreement’s Appendix II Areas.

**NEW AREA & HIRING QUALIFICATIONS ESTABLISHED/REVISED**

Please check the appropriate box:

<b>New Area</b>	<b>New Department</b>	<b>Revised Title</b>	<b>Revised Qualifications</b>	<b>Revised Title &amp; Revised Qualifications</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Department: \_\_\_\_\_

Area: \_\_\_\_\_

Effective

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

**Please attach old and revised hiring qualifications / or details on new area.**

---

**I. DEPARTMENT**

Meeting held with Department.

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

Meeting held with Dean / Director.

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

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**DEPARTMENT HEAD SIGNATURE**

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**II. VCCFA:**

Consulted with Department regarding revisions.

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

---

**FACULTY ASSOCIATION SIGNATURE**

---

**III. DEAN / DIRECTOR:**

VCC confirms and recommends revisions to V.P.

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

---

**DEAN / DIRECTOR SIGNATURE**

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**IV. VICE PRESIDENT**

---

**VICE PRESIDENT SIGNATURE**

Approval

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

Original Returned to HR.

See attached list of (Affected/Grandparented/Included) employees.

**APPENDIX XXI  
INSTRUCTIONAL ASSOCIATES**

**Letter of Understanding**

**Between**

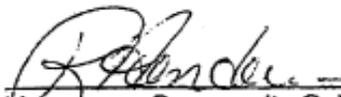
**Vancouver Community College  
and  
VCC Faculty Association**

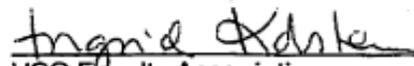
**Re: Instructional Associates**

The Union and College agree to the following:

This agreement is without prejudice or precedent to the parties' respective positions regarding any grievance arising out of the November 19, 2002 Consent Award from Stephen Kelleher.

1. The parties will use the attached revised Appendix 'A' as the Job Description for Instructional Associates.
2. Instructional Associates will be administratively placed in the Centre for Instructional Development.
3. Instructional Associates will be eligible to apply for a second three year term.
4. The parties will meet to review this agreement by May 1, 2008.
5. The provisions of this Letter of Understanding are subject to Article 12 of the Collective Agreement.

  
\_\_\_\_\_  
Vancouver Community College

  
\_\_\_\_\_  
VCC Faculty Association

July 13, 2007  
\_\_\_\_\_  
Date

## **Agreed Revised Appendix “A”**

to

### **November 19, 2002 VCC/VCCFA Consent Award**

#### **Instructional Associates**

#### **Job Description**

##### **General Statement**

Instructional Associates are responsible to the Dean of the Centre for Instructional Development (“the Centre”) and hold faculty positions. They are covered by the Collective Agreement between the College and the VCCFA.

##### **General Areas of Responsibility**

The Instructional Associates work with Department Heads, Deans and Directors and are expected to assume duties in the following areas of responsibility:

- Program, curriculum and instruction and related projects initiated by the Education Schools and Centres and the Educational Service Areas
- Planning, development and implementation of the Centre’s short and long term plans
- Responsibilities as set out in the Collective Agreement for Instructional Associates

##### **Specific Duties**

In consultation with the Dean of the Centre, Instructional Associates will organize themselves to do the following:

1. Chair Department Head, Assistant Department Head and Coordinator Selection Committees and facilitate the process
2. Participate in the Area Hiring Recommendation Committees for the appointment of regular instructors, and term or auxiliary instructors when requested
3. Support Department Heads, Assistant Department Heads and Coordinators by mentoring and coaching
4. Participate in ongoing Department Leader orientation, including the delivery of orientation workshops
5. Organize and conduct program reviews in accordance with College Policy

Additionally, as assigned by the Dean of the Centre (and after consultation with the Instructional Associates as a group), the Instructional Associates will:

6. Undertake specific activities related to the development and implementation of the College’s and Centre’s annual and long term plans in support of teaching and learning at the College

7. Facilitate the development of curriculum for existing offerings and additional programs or courses within the Education Schools and Centres and the Educational Service Areas and/or College-wide
8. Help determine and meet the professional development needs of instructors on an area, Department, School, Centre or College-wide basis
9. Facilitate the implementation of program review recommendations
10. Attend and participate in Education School and Centre meetings, Program Advisory Committee meetings, Educational Service area and College-wide meetings
11. Conduct research and other projects related to teaching and learning at the College on a School, Centre or Educational Service area or College-wide basis
12. Enhance relationships with business, industry and other external partners
13. Undertake other related responsibilities.

**APPENDIX XXII  
INSTRUCTIONAL SPACE**

**LETTER OF UNDERSTANDING**

The College will ensure that Association representation is included on any committee established by the College to determine the allocation or use of space where instructors work.

**APPENDIX XXIII  
SELECTION OF ACADEMIC ADMINISTRATORS  
LETTER OF UNDERSTANDING**

The College will ensure that Association representation is included on any committee established by the College for the selection of Vice-Presidents and academic administrators.

**APPENDIX XXIV  
CURRICULUM DEVELOPMENT  
LETTER OF UNDERSTANDING**

The College will ensure that faculty representatives are included on any committee established by the College to discuss and approve curriculum development proposals.

**APPENDIX XXV  
REVIEW OF INSTRUCTIONAL PERFORMANCE REVIEW PROCESS**

**LETTER OF UNDERSTANDING**

**The College and the Association will establish a joint subcommittee to do the following:**

1. Review the process outlined in Article 17 (Performance Review Committee);
2. Identify issues and concerns with that process;
3. Discuss possible amendments to Article 17 that would:
  - a) establish a more effective process for assisting faculty for whom instructional performance issues have been identified, while at the same time;
  - b) ensure the needs of the students and the department are met.

The joint subcommittee will be established under Article 3.11, and will be comprised of at least one representative of the College and one representative of the Association, to a maximum of 2 representatives each. The joint subcommittee will establish a mutually agreed upon meeting schedule.

The goal of the joint subcommittee will be to conduct the review and provide a report to the parties outlining its findings and recommendations regarding the above points by **June 30, 2013**.

**APPENDIX XXVI  
RETIREMENT AND SUCCESSION ISSUES**

**(New Appendix)**

**LETTER OF UNDERSTANDING**

The College and the Association will establish a joint subcommittee to discuss the following:

- mechanisms for assisting existing faculty to transition into retirement, and for recruiting new faculty; and
- succession planning and the creation of mentoring opportunities.

The joint subcommittee will be established under Article 3.11, and will be comprised of at least two representatives of the College and two representatives of the Association, to a maximum of three representatives each.

The goal of the joint subcommittee will be to complete its discussions and provide a report to the parties outlining its findings and recommendations by January 30, 2014.

This Letter of Understanding will expire on the date of completion of the subcommittee's report or the expiry of the Collective Agreement, whichever occurs first.

**APPENDIX XXVII  
MOVEMENT FROM SEMI-MONTHLY TO BI-WEEKLY PAY PERIODS**

**(New Appendix)**

**LETTER OF UNDERSTANDING**

The College and the Association agree to the following transitional provisions, to facilitate the implementation of a bi-weekly payroll cycle for faculty:

1. The College shall engage in discussions with the Association regarding the manner and timeframe in which the implementation of biweekly payroll shall be effected, and shall put on information sessions for the affected employees to explain the new payroll system and answer any questions they may have about it.
2. The College will provide the Association with at least 60 days' notice before biweekly payroll is implemented. Such implementation shall not occur before September 1, 2013.
3. When biweekly payroll is implemented, the College will provide each faculty member with a one-time advance equal to one week's wages (the "Advance"), to allow for the implementation of a five-day processing lag and the transition from a semi-monthly to a bi-weekly pay system. The Advance shall not bear interest.
4. A faculty member may elect to repay the amount of the Advance at any time. If the full amount of the Advance has not been repaid in full by the time when the faculty member's employment with the College ends, the outstanding amount of the Advance will be deducted from the final wages owed to the faculty member.

**APPENDIX XXVIII  
MATERNITY LEAVE AND ADOPTION LEAVE FOR TERM INSTRUCTORS**

**(New Appendix)**

**MEMORANDUM OF AGREEMENT**

1. The provisions of this Settlement Memorandum apply to pregnant, new, or adoptive mothers who are Term Instructors who have held contracts of employment for a minimum of six months as provided in Article 4.8.4 (3) of the April 1, 2007 – March 31, 2010 Local Agreement (the “Term Instructors”).
2. The provisions of this Settlement Memorandum are intended to set out the entitlement of Term Instructors to maternity or adoption leave and to ensure that Term Instructors are in the same, but not better, position with respect to accrual of seniority and days toward regularization that they would have been had the leave not been taken.
3. The parties agree to set out in a Memorandum of Agreement (“MOA”), their mutual interpretation of the applicability of Article 8.9 (Leave for Birth of a Child) and Article 8.10 (Leave for Adoption of a Child) to Term Instructors no later than May 31, 2008. This MOA shall remain in full force and effect until the parties mutually agree otherwise.
4. If a Term Instructor wishes to request maternity or adoption leave such request shall be in writing and the Term Instructor shall provide the College with a doctor’s certificate indicating the expected due date, or in the case of an adoptive mothers, shall provide the College with some evidence of entitlement to the leave.
5. Subject to the terms of the MOA, a Term Instructor who is pregnant, or has recently given birth or adopted a child, shall be offered all appointments to which she would otherwise be entitled under Article 4.8.4(3).
6. The Term Instructor will be granted such appointments as she accepts and will be granted maternity or adoption leave from those appointments only in accordance with the agreed upon interpretation of Article 8.9 and Article 8.10 set out in the MOA. If there is no appointment to which the Term Instructor would have been entitled, the Term Instructor will not be considered to be on leave.
7. Term Instructors will be contacted by the Dean or delegate, or Department Head, in the usual manner when term work is available and offered appointments in accordance with Article 4.8.4(3). The Term Instructor may accept such appointments and request maternity or adoption leave (whichever is applicable).
8. If the leave requested is to commence or expire during a term appointment, the Term Instructor shall advise the Dean or delegate, or Department Head, at the time she accepts the term appointment that she will be on leave for a portion of the period of the appointment. The Term Instructor and the College shall meet to attempt to reach agreement on the work to be performed by the Instructor during the appointment. Such work will be as per Article 6.1 or other duties as agreed between the parties. Should the College and Term Instructor not reach agreement, the College has the right to determine and schedule the Term Instructor’s duties, as it deems appropriate.

9. For purposes of Article 4.9 (Change in Type of Appointment) and Article 10.1.4 (Seniority for Term Instructors) Term Instructors will accrue seniority and days toward regularization for up to fifty-two consecutive weeks from the commencement of any Maternity or Adoption Leave. Seniority and days toward regularization will accrue only for the time period(s) of appointments to which the Term Instructor would be entitled pursuant to Articles 4.8.4(3), 4.9.3 and 10.1.4.
10. Should a Term Instructor who has completed two satisfactory evaluations in accordance with the evaluation process set out in Article 16 and Appendix VII accrue sufficient duty days toward regularization during the period of her maternity or adoption leave, that Term Instructor will be regularized forthwith in accordance with Article 4.9.1 for purposes of being offered appointments and accruing seniority. Should regularization occur at less than 100% time status, term appointments will be offered to the Term Instructor (now regularized) in the usual manner as per Article 4.8.4(2). If she accepts the offers, she will be granted the appointments and will be placed on leave therefrom and shall accrue seniority and days worked for the purpose of credit for time status. On her return to work, the Term Instructor shall be entitled to all benefits as a permanent regular employee in accordance with her time status.
11. Should a Term Instructor who has completed only one successful evaluation in accordance with the evaluation process set out in Article 16 and Appendix VII accrue sufficient days toward regularization during the period of her maternity or adoption leave, that Term Instructor shall be offered work and accrue seniority as though the evaluation process had been successfully completed and she had been regularized. If she would have been regularized at less than 100% time status, term appointments will be offered to the Term Instructor in the usual manner as per Article 4.8.4(2). If she accepts the offers, she will be granted the appointments and will be placed on leave therefrom and shall accrue seniority and days worked for the purpose of credit for time status. On her return to work, that Term Instructor will continue to be offered work and accrue seniority as though she had been regularized, but she will not be regularized until such time as she has completed two successful evaluations in accordance with Article 16 and Appendix VII. The College shall initiate the evaluation process within 2 months of the Instructor's return to instructional duties. Once that Instructor successfully completes the evaluation process, the Instructor shall be regularized for purposes of seniority accrual retroactive to the first of the month following the date on which the time requirement for regularization was met. During the period prior to the second successful evaluation, she will be treated as a Term Instructor for all other purposes and there will be no retroactivity for these other purposes if the second evaluation is successful.
12. A Term Instructor who is regularized during the period of her maternity or adoption leave or who is on maternity or adoption leave and is regularized subsequently on her return to work is not entitled to parental leave pursuant to Article 8 of the Common Agreement following such maternity or adoption leave.
13. A Term Instructor is entitled to MSP benefits for a maximum of 52 consecutive weeks from the commencement of her maternity or adoption leave, during the periods that the instructor is granted and taking leave from appointments of 50% or more time status.
14. A Term Instructor is entitled to Extended Health benefits (EHB) for a maximum of twenty-six consecutive weeks from the commencement of her maternity or

- adoption leave, during the periods that the instructor is granted and taking leave from appointments of 50% or more time status.
15. For purposes of the *College Pension Act*, a maximum of twenty-six consecutive weeks of any maternity or adoption leave will be coded appropriately to ensure that a Term Instructor who wishes to purchase service for the period of the maternity or adoption leave will only be required to pay her portion of the pension contribution. The twenty-six weeks begin no later than the date upon which the maternity or adoption leave begins.
  16. This Memorandum of Settlement applies to Regular Part Time Instructors on maternity or adoption leave. When work is available, a Regular Part Time Instructor on maternity or adoption leave will be offered term appointments in the usual way; the Regular Part Time Instructor may accept such appointment(s) and apply for continued maternity or adoption leave from those appointment(s). The College will grant maternity or adoption leave from those term appointments.
  17. The parties agree that this Memorandum applies retroactively for the purposes of seniority accrual and accrual of duty days for regularization to Sheila Allen, Florica Alexandru, Fiona Bircher, Laura Bowie, Carla Endrizzi, Margaret Fast, Sherry Lukits, Lisa Martin, and Michele Mihailoff, and will be implemented immediately. Should the parties be unable to agree on the specific implementation of this Memorandum to any of the named individuals, Arbitrator A. Hickling remains seized.
  18. It is understood that no Term Instructor who, while on maternity or adoption leave from the College, accepts work elsewhere, is entitled to remain on maternity or adoption leave.
  19. It is understood that if a Term Instructor accepts a term appointment and returns to work, the eligible 52-week period is ended and the instructor is not entitled to any further maternity or adoption leave in relation to that child.
  20. Arbitrator Hickling remains seized of this grievance until the Memorandum referred to in paragraph 3 (above) is signed by the parties and any issues of implementation are resolved.
  21. Subject to resolution of all implementation issues referred to in paragraphs 3 and 16 (above), the Vancouver Community College Faculty Association June 9, 2006 grievance is settled.

**APPENDIX XXIX  
ENTITLEMENT OF TERM INSTRUCTORS TO MATERNITY AND/OR ADOPTION  
LEAVE**

**(New Appendix)**

**MEMORANDUM OF AGREEMENT**

- 1 Principles**
- 1.1 This Memorandum (MOA) arises from paragraph 3 of the Memorandum of Settlement dated March 18, 2008.**
- 1.2 The purpose of this MOA is to set out the parties agreed interpretation of Collective Agreement Article 8.9, Leave for Birth of a Child, and Article 8.10, Leave for Adoption of a Child as amended from time to time, for all pregnant, new or adoptive mothers who are term instructors who have held contracts of employment for a minimum of six months as provided in Article 4.8.4(3), and all part time regular instructors referred to in Article 4.7.3, of the April 1, 2012 – March 31, 2014 Collective Agreement.**
- 1.3 Subject to the terms of this MOA a term instructor who is pregnant, or has recently given birth or adopted a child, shall be offered all appointments to which she would otherwise be entitled under Article 4.8.4(3).**
- 1.4 The term instructor will be granted such appointments as she accepts and will be granted maternity or adoption leave from those appointments in accordance with this MOA.**
- 1.5 When work is available, a regular part time instructor on maternity or adoption leave will be offered term appointments in the usual way pursuant to Article 4.3 and Article 4.8. The regular part time instructor may accept such appointment(s) and apply for continued maternity or adoption leave from those appointment(s). The College will grant maternity or adoption leave from those term appointments.**
- 1.6 For purposes of Article 4.9.1, Change in Type of Appointment, and Article 10.1.4, Seniority for Term Instructors, term instructors will accrue seniority and days toward regularization for up to 52 consecutive weeks from the commencement of any maternity or adoption leave.**
- 1.7 Seniority and days toward regularization will accrue only for the time periods of appointment(s) to which the term instructor would be entitled pursuant to Article 4.8.4(3), 4.9.3 and 10.1.4.**
- 1.8 For purposes of Article 4.9.6, part time regular instructors will be credited with the time status for the periods of appointments to which that instructor would be entitled pursuant to Article 4.8.4.2 and Article 10.1.3.**

**2 Procedure**

- 2.1** If a term instructor or a part time regular instructor wishes to request maternity or adoption leave, such request shall be in writing and she shall provide the College with a doctor's certificate indicating her expected due date, or in the case of an adoptive mother, shall provide the College with some evidence of entitlement to the leave.
- 2.2** As far as possible, a term instructor of part time regular instructor should apply for maternity or adoption leave at the time when the term appointment is offered or when the need for maternity or adoption leave is known.
- 2.3** Articles 8.9.1.1, 8.9.1.2, 8.9.1.3, 8.9.2.1, 8.9.2.2, 8.10.1.1, 8.10.1.2, and 8.10.1.3 shall be interpreted as follows: the term instructor shall be eligible for maternity and adoption leave for a total of 52 consecutive weeks. The 52-week period granted shall be inclusive of the entitlement, if any, of the term instructor to maternity and parental leave under the *Employment Standards Act*, of BC. Further, the protections set out in section 54 of the *Employment Standards Act*, apply to leaves taken pursuant to this MOA.
- 2.4** If the date on which a maternity or adoption leave begins or the date of the return to work from such leave falls in the middle of a term appointment, there will be a discussion between the term instructor or part time regular instructor and the College (Dean or Delegate) to determine the assigned duty as set out in Article 6.1 or such other duties as may be mutually agreed.
- 2.5** Should a term instructor who completed two satisfactory evaluations in accordance with the evaluation process set out in Article 16 and Appendix VII accrue sufficient duty days toward regularization during the period of her maternity or adoption leave, that term instructor will be regularized forthwith in accordance with Article 4.9.1 for purposes of being offered appointments and accruing seniority only. Should regularization occur at less than 100% time status, top-up term appointments will be offered to the term instructor in the usual manner as per Article 4.8.4.2. If she accepts the appointment(s) she will be placed on leave therefrom. The terms of this MOA apply for that term work.
- 2.6** Should a term instructor who has completed only one satisfactory evaluation in accordance with the evaluation process set out in Article 16 and Appendix VII accrue sufficient days toward regularization during the period of her maternity or adoption leave, that term instructor shall be offered work and accrue seniority as though the evaluation process had been successfully completed and she had been regularized. If she would have regularized at less than 100% time status, the instructor will be offered top-up term appointments in accordance with Article 4.8.4.2 and if she accepts she will be placed on leave therefrom and shall accrue seniority and days worked for purpose of credit for time status. The terms of this MOA apply for that work.
- 2.7** On her return to work that term instructor will be offered work and accrue seniority as though she had been regularized but she will not be regularized until

such time as she has completed two successful evaluations. The College shall initiate the second evaluation within two months of the instructor's return to instructional duties. Once the instructor successfully completes the evaluation process, the date of regularization, for purposes of seniority accrual only, will be retroactive to the first of the month following the date of which the time requirement for regularization was met.

**3 Benefits**

**3.1 Article 8.9.1.4 and Article 8.10.1.4 are modified as follows: a term instructor is entitled to and the College shall make premium contributions for only MSP benefits for a maximum of 52 consecutive weeks and extended health benefits for a maximum of 26 consecutive weeks, from the commencement of her maternity or adoption leave; provided that during such periods the term instructor has been granted and is taking leave from appointments of 50% or more time status. The term instructor shall not accrue vacation and sick leave credits or increment entitlement during the period of the maternity or adoption leave.**

**3.2 For the purposes of the *College Pension Act*, a maximum of 26 consecutive weeks of any maternity or adoption leave will be coded appropriately to ensure that if possible under the Act, a term instructor who wishes to purchase service for the period of the maternity or adoption leave will only be required to pay her portion of the pension contribution for the period. The 26 weeks shall commence no later than the date upon which the maternity or adoption leave begins. In no case shall this provision obligate the College to pay any portion of the pension contributions should the term instructor wish to purchase service for any such leave periods.**

MOA – February 2009

**APPENDIX XXX  
FLEXIBLE WORK AGREEMENT – CONTINUING CARE**

**(New Appendix)**

**LETTER OF AGREEMENT**

Further to Article 6.3.7 of the Collective Agreement between the College and the Faculty Association, the parties agree to waive Article 6.3.4 and also agree to waive Article 6.3.1, with regard to full-time Instructors in Continuing Care. The parties agree that this will include Probationary Regular, Term and Auxiliary Instructors as follows:

- a) Instructors in Acute Care Skills Area for Home Support/Resident Care Attendant in the Continuing Care Department will have a maximum of 30 hours of assigned duty per week during clinical courses. The 30 hours of assigned duty shall be 6 hours of assigned duty per day for five consecutive days of assigned duty per week.
- b) Notwithstanding (a) above, the total assigned duty hours per year for Instructors shall not exceed the total number of assigned duty hours that would have been assigned per year, if this Agreement had not been in place.
- c) Instructors in Continuing Care with 30 hours of assigned duty per week will get time off in lieu by a reduction in the number of assigned duty hours in a given week as mutually agreed between the Instructor and the Dean.
- d) Meal breaks of one hour and two fifteen-minute breaks as provided in Article 6.3.5 will continue to remain in effect.
- e) All salary, seniority, vacation, sick time accrual and any other benefits and entitlements shall be calculated as though the instructors were working a maximum of 25 hours of assigned duty per week. Because the total number of assigned duty hours shall not exceed the normal annual average, these terms and conditions will not result in a gain or loss in benefits or rights under the Collective Agreement.
- f) The pro rating provisions for part-time Instructors under Article 6.3.2 will continue to be in effect and will apply with regard to all of the provisions stated above.

The Instructors in Continuing Care have agreed to this flexible work arrangement. All new Instructors to the area of Continuing Care and all current Instructors who voluntarily agree will be subject to this Letter of Agreement.

LOA – Feb 2007

**APPENDIX XXXI  
FLEXIBLE WORK AGREEMENT – PRACTICAL NURSING**

**(New Appendix)**

**LETTER OF AGREEMENT**

Further to Article 6.3.7 of the Collective Agreement between the College and the Faculty Association, the parties agree to waive Article 6.3.4, and also agree to waive Article 6.3.1 with regards to full-time instructors in Practical Nursing.

- a) Full-time instructors in Practical Nursing will have a maximum of 30 hours of assigned duty per week. The thirty hours of assigned duty shall be six hours of assigned duty per day for five consecutive days of assigned duty per week.
- b) Notwithstanding (a) above, the total assigned duty hours per year for full-time instructors in Practical Nursing shall not exceed the total number of assigned duty hours that would have been assigned per year, if this Agreement had not been in place.
- c) Instructors in Practical Nursing with thirty hours of assigned duty per week will get time off in lieu by a reduction in the number of assigned duty hours in a given week as mutually agreed between the Instructor and the Dean.
- d) Meal breaks of one hour and two fifteen-minute breaks as provided in Article 6.3.5 will continue to remain in effect.
- e) All salary, seniority, vacation, sick time accrual and any and all other benefits and entitlements shall be calculated as though the instructors were working a maximum of twenty five hours of assigned duty per week. Because the total number of assigned duty hours shall not exceed the normal annual average, these terms and conditions will not result in a gain or loss in benefits or rights under the Collective Agreement.
- f) The pro rating provisions for part-time Instructors under Article 6.3.2 will continue to be in effect and will apply with regard to all of the provisions stated above.

The Instructors in Practical Nursing have agreed to this flexible work arrangement. All new Instructors to the area of Practical Nursing and all current Instructors who voluntarily agree, will be subject to this Letter of Agreement.

LOA – February 2005

**APPENDIX XXXII  
SELECTION OF THE COORDINATOR, LEARNING CENTRE**

**(New Appendix)**

**LETTER OF UNDERSTANDING**

Regarding the selection of the Coordinator, Learning Centre, which is a department comprised primarily of CUPE members, the College and the Faculty Association agree to the following procedures:

1. The selection process and composition of the Selection Committee will be as per Article 13.6
2. The Selection Committee will meet to short list the candidates.
3. An informal meeting will be arranged prior to the interview date for candidates to meet with the CUPE staff in the department or area.
4. These meetings will be scheduled individually. Each candidate will have the opportunity to make a brief presentation and answer questions.
5. The Chair of the Selection Committee and the Director responsible for the area will also attend the meetings and the Chair of the Selection Committee will present the information to the Selection Committee.
6. The Selection Committee will receive and consider any comments submitted by CUPE staff regarding the candidates.
7. The interviews will be schedule and conducted as per article 13.6 of the Collective Agreement

LOU – November 2005

**APPENDIX XXXIII  
APPOINTMENT OF INSTRUCTIONAL FACULTY IN THE SCHOOL OF INSTRUCTOR  
EDUCATION**

**(New Appendix)**

**LETTER OF UNDERSTANDING**

1. If the School of Instructor Education (SIE) has need of an instructor to perform instructional duties in substitution for a regular or term instructor for a period(s) not to normally exceed 19 duty days, it shall appoint an auxiliary employee who has successfully completed the process set out in Article 4.2.2.
2. Regular instructors in the SIE will select the courses they wish to teach within the Lower Mainland of B.C. for which they are qualified to teach. (They will do this by seniority: the most senior such instructor selecting first.) If there are not enough courses in the Lower Mainland to comprise a complete workload for a regular instructor, the instructor may select courses that are outside the Lower Mainland.
3. If the SIE determines there is available work in addition to the work performed by the regular instructors in the SIE, it will offer such available work as term appointments pursuant to Article 4.8.4 if such work:
  - a) is for a complete course of instruction even if for 19 consecutive duty days or less, and
  - b) is within the Lower Mainland of B.C.

If such work is outside the Lower Mainland, the SIE will first attempt to hire a qualified individual on term appointment from the local area. If no such individual is available, the SIE will offer such work as a term appointment pursuant to Article 4.8.4.

4. In the event that a term instructor's appointment is cancelled, the instructor, whose term appointment was cancelled, shall be offered a term appointment that has
  - a) not commenced; and
  - b) been assigned to a less senior term employee.

In the event that a term instructor's appointment is cancelled after the initial start date of the appointment, Article 5.3.4 will apply.

LOU – January 2008

**APPENDIX XXXIV  
ASSIGNED DUTY IN DESIGNATED AREAS**

**(New Appendix)**

**SETTLEMENT AGREEMENT**

1. **Article 6.1.2 duties for Instructors as specified in point 3 below will be in accord with the workload profiles currently in place for each of the University Transfer areas and for each area in Music (Diploma and Degree) and for each area in Hospitality Management (Diploma and Degree).**
2. **Article 6.1.3 duties for Instructors as specified in point 3 below will be in accord with the workload profiles currently in place for each of the University Transfer areas and for each area in Music (Diploma and Degree) and for each area in Hospitality Management (Diploma and Degree).**
3. **Instructors at the College who are employed at 50% or more and teaching in one of the following:**
  - **University Transfer first year courses;**
  - **Areas in Music (Diploma and Degree); or**
  - **Areas in Hospitality Management (Diploma and Degree)**

**will have within their assigned duty a maximum of 20 days of additional other assigned duty as per the guidelines below:**

  - a) **Regular instructors employed at 100% employment and fully scheduled into one of the areas referred to in paragraph 3(i) to (iii) above will receive 20 days of additional other assigned duty in accord with paragraph 5 below.**
  - b) **Regular instructors scheduled less than 100% and teaching in one of the areas referred to in paragraph 3(i) to (iii) above for 50% or more but less than 100% shall receive a prorated amount of additional other assigned duties in accord with paragraph 5 below based upon the percentage of assigned duty in that area.**
  - c) **An instructor in one of the areas referred to in paragraph 3(i) to (iii) above who is not able to be scheduled for a prorated percentage of additional other assigned duties because of teaching schedules, within the area or across areas or departments as the case may be, will not be eligible for additional other assigned duties. The College's schedules will prevail.**
4. **Instructors with term appointments in one of the areas referred to in paragraph 3(i) to (iii) above who have taught 50% or more for each of 2 consecutive semesters in one of those areas shall be entitled to a prorated amount of the additional other assigned duties.**
5. **The additional assigned duties are assigned by the Dean responsible for the area and are duties that specifically further the educational needs of the College as determined by the Dean. The Dean will be responsible to assign duties in consultation with the instructor and the Department Head prior to the time scheduled for the additional assigned duty. The Dean at any time may request**

from an instructor a report and/or evidence that the assigned duty has been undertaken.

6. At no time can additional other assigned duty time be taken as payment in lieu; result in total assigned duty for the fiscal year being more than 100%; or be carried over to the next fiscal year.
7. The Association agrees that as at the date of ratification of this Collective Agreement, there are no outstanding issues between the parties pertaining to the establishment of an academic year and/or access to additional other assigned duty (also referred to as “ninth month duties”) in other departments or areas. This shall not prevent the Association from filing a grievance regarding the interpretation or an alleged violation of this Appendix.

SOA – June 2006

**APPENDIX XXXV**  
**SELECTION OF THE COORDINATOR II, SYSTEMS AND TECHNICAL SERVICES**  
**(New Appendix)**

**LETTER OF UNDERSTANDING**

Regarding the selection of the Coordinator II, Systems and Technical Services, which is a department comprised primarily of CUPE members, VCC and the VCCFA agree to the following procedures:

1. The selection process and composition of the Selection Committee will be as per Article 13.6.
2. The Selection Committee will meet to short list the candidates.
3. An informal meeting will be arranged prior to the interview date for candidates to meet with the CUPE staff in the department or area.
4. These meetings will be scheduled individually. Each candidate will have the opportunity to make a brief presentation and answer questions.
5. The Chair of the Selection Committee and the Director responsible for the area will attend the meeting as well. The Chair of the Selection Committee will present the information to the Selection Committee.
6. The Selection Committee will receive and consider any comments submitted by CUPE staff regarding the candidates.
7. The interviews will be scheduled and conducted as per Collective Agreement Article 13.6.

**LOU – June 2004**

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