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## 1. INTRODUCTION

### 1.1 Parties to the Agreement

THIS AGREEMENT made

BETWEEN

COLLEGE OF NEW CALEDONIA BOARD

(hereinafter called "Board")

OF THE FIRST PART

AND

FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA

(hereinafter called "Faculty Association")

OF THE SECOND PART

WHEREAS the Board is the "employer" as defined by the *Labour Relations Code (1992) of British Columbia*;

AND WHEREAS the faculty members of the College are the "employees" as defined by the *Labour Relations Code (1992)* of British Columbia;

AND WHEREAS the Faculty Association is defined as a trade union by the *Labour Relations Code (1992)* of British Columbia;

AND WHEREAS the Faculty Association is certified by the *Labour Relations Board* as the sole collective bargaining agent for all full-time and part-time faculty employees of the College of New Caledonia primarily engaged in teaching functions including instructors in academic, technical and vocational programs, college and career preparation programs, and continuing education programs, except part-time instructors employed to teach general interest courses.

NOW THIS AGREEMENT WITNESSETH that the parties hereto covenant and agree that:

## 1.2 Preamble

1.2.1 The parties recognize that the College is an educational institution committed to meeting the needs of the region it serves and to providing relevant educational opportunities for persons of all ages, backgrounds and experiences.

## 1.2.2 Employment Equity

The Faculty Association and the College support the principle of employment equity for women, visible minorities, Aboriginal peoples, and individuals with disabilities.

## 1.2.3 Purpose of Agreement

The purpose of this Agreement is to promote the quality of the education provided at the College. The terms and conditions contained in this Agreement are designed to promote harmonious relations within the College and to facilitate the just settlement of disputes and misunderstandings.

## 1.2.4 Jurisdiction

If a new position is being created at the College that includes both work normally performed by faculty employees and work normally performed by operational staff, the College agrees to provide a description of the duties and responsibilities of the position to the Faculty Association in advance of implementation. It is the College's intent that the period of notice will be adequate for the joint committee referred to in Article 2.9 to review the proposed duties and responsibilities of the position and its inclusion in or exclusion from the Faculty Association bargaining unit.

In the event of a jurisdictional dispute over the position, the College may fill the position and work it pending resolution of the dispute through mutual agreement of all parties or mechanisms contained in applicable legislation. Article 3 of this agreement shall not be applicable to disputes arising from this Article.

## 1.2.5 Position Designation

a. The College will give preference to the designation of full-time faculty positions rather than part-time faculty positions subject to such operational requirements as the quality of programs, attainment of program objectives, the need for special qualifications and the market acceptability of the programs to employers, students and the community, and consultation with program faculty.

- b. The College shall not manipulate the appointment provisions of 5.8 for the purpose of avoiding a part-time appointment on the Non-Regular Seniority List. This shall not limit the College's right to hire in all other respects subject to the terms of this agreement.

## 1.2.6

### Contracting Out

#### a. Job Security For Employees

- i. The College recognizes that the role of faculty is primary within the instructional activities of the College. Although effective delivery of post-secondary education and training requires flexibility to respond to the needs of a diverse range of clients, contracting out will not detract from the primary role of faculty employees.
- ii. Contracting out will not result in the lay-off, or loss of Non-Regular Seniority List right of first refusal of any employee covered by this agreement.

#### b. Protection of Bargaining Unit Work

- i. The College will not contract out in order to avoid hiring part-time or sessional faculty nor restrict the normal growth of the work performed by the bargaining unit as the College operations grow.
  - ii. When a faculty appointee or a part-time faculty employee on the non-regular seniority list leaves his/her employment, the College shall not fill that particular vacancy with a contractor.
- c. The College acknowledges that it is in the best interest of all concerned that every effort be made to utilize members of the bargaining unit to teach as many of the courses and programs offered by the College as possible. On its part, the Association appreciates the changing educational environment and recognizes the ongoing need for the College to offer a variety of competitive courses and programs which require supplementary or special qualifications/expertise; the Association agrees that these are the type of occasions which may necessitate the College's use of external organizations or persons best suited for the delivery of the specific course/program. Furthermore, the Association recognizes that there will be courses/programs which can be offered more efficiently/competitively by a contractor since the



contractor provides a “ready-made” instruction package which may include marketing strategy, curriculum and course objectives, equipment, learning materials, supplies, course evaluation and a particular level of expertise/certification/qualifications. It is also understood that there will be courses/programs which logically should be provided by a bona fide contractor when that contractor is specifically requested by a third party on the understanding that the course would only proceed on that basis.

- d. In keeping with these mutual understandings, the College undertakes to give every reasonable consideration to utilizing members of the bargaining unit prior to entering into any instructional contract(s).
- e. The College will assist faculty members in developing the skills and expertise necessary to provide additional/new courses and programs as College operations change; the College and the Association agree that it is appropriate to use the existing professional development committee and funds for that purpose.

#### 1.2.7 Contracting Out Review Process

- a. When an instructional contract is entered into by the College, the following information shall be provided promptly to the Association:
  - i. title and length of course;
  - ii. names of contractors and qualifications required by the College and/or specified by the third party;
  - iii. credit, certification or recognition received by the course or program;
  - iv. full description of the course or program similar to the course descriptions found in the College calendar; and
  - v. target population and/or prospective clients.

The information shall be of sufficient detail to enable the Association to assess whether the course/program being contracted out is consistent with the provisions of this Collective Agreement. The foregoing does not preclude the

College from providing such information to the Association in advance of entering into an instructional contract, if timing and circumstances permit.

- b. A Joint Contracting Out Committee will be established immediately. The Committee will be comprised of two appointees of the College and two appointees of the Association and may be supplemented by resource persons as required given the nature of matters raised. If the Association has a concern arising from the information provided under 1.2.7 a, the matter will be referred to the Joint Contracting Out Committee for discussion; in requesting a meeting in this regard, the Association will provide the College with reasonable advance notice of the particular areas of concern to be discussed.
- c. **Dispute Resolution Mechanism**

If the Association is not satisfied with the explanation for the contracting out decision provided by the College representatives on the Joint Contracting Out Committee and there is no agreement of the Committee members, the Association may refer the matter to Step 2 of the grievance procedure in the Collective Agreement. If unresolved, the dispute may then be referred by the Association to expedited arbitration using the following process:

  - i. One of the following persons will be chosen as arbitrator on a random basis:  
Chris Sullivan  
Marguerite Jackson  
Kate Young  
Wayne Moore  
Mark Brown  
Ken Saunders
  - ii. The matter will be heard by the arbitrator within ten (10) weeks of the date of the arbitrator's selection. In the event that the arbitrator selected cannot hear the matter within this ten (10) week limit, the parties shall refer the case to the first available arbitrator on the list.
  - iii. In the arbitration, the primary onus will be on the College to provide justification for the contracting out decision and reasons why the course or program was not offered to faculty employees (in keeping with this article and in particular the standard established in 1.2.6 d.).

- iv. Where the arbitrator determines that a breach of the Collective Agreement has occurred, the arbitrator may order any remedy that is consistent with Section 89 of the *Labour Relations Code*.
  
- d. In a spirit of collegial cooperation and in an environment of open and frank dialogue, the Joint Contracting Out Committee will meet on a regular basis to review contracting out decisions that have been made and will examine possible alternatives to contracting out the various courses/programs in subsequent College offerings. Accordingly, any discussions which take place in the Joint Contracting Out Committee are without prejudice and will not be introduced during any arbitration proceedings.

#### 1.2.8 Post-Secondary Educational Opportunities in Northern British Columbia

- a. The parties recognize that the post-secondary educational opportunities in the area served by the College of New Caledonia are best enhanced by a co-operative, integrated plan developed through structures which allow those institutions, agencies, and workers who deliver and support the delivery of programs to be involved as equal partners.
  
- b. The College shall not make a decision to enter into any agreements with any other public post-secondary institutions (including the Prince George Native Friendship Centre) that materially affects the work of the bargaining unit or the terms and conditions of faculty employees without prior consultation with the Association; this shall involve meaningful discussion by the parties and full disclosure of the information related to such agreements.

### 1.3 Term of the Agreement

1.3.1 This Agreement, unless changed by mutual consent of both parties, shall be in force and effect from the date of signing to March 31, 2014; and thereafter from year to year unless either party to this Agreement gives four months written notice to begin collective bargaining.

1.3.2 The notice required under 1.3.1 above shall be validly and sufficiently served to the President or to the President of the Faculty Association at least four months prior to the expiry of this Agreement.

1.3.3 If no new agreement is reached at the expiration of this Agreement, or if negotiations are continued beyond the date of expiry of this Agreement, or if the collective bargaining process is referred to mediation under 1.4 below, this Agreement shall remain in force up to the time a subsequent agreement is reached, or until the Faculty Association commences a strike or the College commences a lockout.

### 1.4 Provision for Mediation of the Collective Bargaining Process

1.4.1 Where a difference arises between the parties relating to the negotiations towards a new collective agreement, and only with the mutual agreement of the parties, a person may be selected and requested to:

- i. investigate the difference(s)
- ii. define the issue in the difference(s) and
- iii. make recommendations to assist the parties to resolve the difference(s).

Both parties agree that, failing mutual agreement or satisfactory resolution of the difference(s), either party retains their rights at law to pursue any other process.

### 1.5 Modification of the Agreement

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

- 1.6            Number  
When the singular is used in this Agreement, it is understood that the reference includes the plural as the context so requires.
- 1.7            Reference to Legislation  
Wherever legislation (both federal and provincial) is specifically referred to in this Agreement, failure of the College or the Faculty Association to abide by the conditions of such legislation shall be subject to the grievance and arbitration procedures of this Agreement.
- 1.8            Strikes and Lockouts  
There must be no strikes, lockouts or illegal job action so long as this Agreement remains in effect.
- 1.9            Agreements Responsibilities  
Except with the mutual consent of the Faculty Association and the Board, faculty employees must not make any written or oral agreements with the employer which conflict with the terms of this Agreement nor must the employer ask, require or permit them to do so.
- 1.10          Definitions
- 1.10.1        "Faculty Employee" denotes all teaching faculty, librarians, counsellors, study skills instructors, and laboratory demonstrators as included in the certification of the Faculty Association of the College of New Caledonia as a trade union.
- 1.10.2        "Full-time Faculty Employee" denotes any member of the bargaining unit recognized in Article 1.1 whose workload is as described in one of 10.2.1, 10.3.1, 10.4.1, 10.5.1, 10.6.1, 10.7.1, or 10.8.1.
- 1.10.3        "Regular Full-time" employee means a person who holds an appointment to ongoing work with a full-time annual workload within one or more departments or functional areas.
- 1.10.4        "Regular Part-time" employee means a person who holds an appointment to an ongoing annual workload of less than full-time within one or more departments or functional areas (Article 5.5).

- 1.10.5 “Non-Regular Seniority List” (NRS�) Faculty denotes those faculty employees who have gained the right of first refusal as per Local Agreement Article 6.6.
- 1.10.6 "Part-time Faculty Employee" denotes any member of the bargaining unit recognized in Article 1.1 other than a full-time faculty employee.
- 1.10.7 "Faculty Association" denotes the Faculty Association of the College of New Caledonia, certified as a trade union and the sole bargaining agent for College faculty employees as defined in 1.10.1 above.
- 1.10.8 "Directors of the Faculty Association" denotes the Board of Directors of the Faculty Association of the College of New Caledonia as defined under the constitution of the Association.
- 1.10.9 "President" denotes the Chief Executive Officer of the College of New Caledonia.
- 1.10.10 "Board" denotes the Board of the College of New Caledonia.
- 1.10.11 "Vice President" denotes the administrator directly responsible for one of the major functional areas of the College; namely, Academic, Student Services and Administration and Finance wherein faculty employee positions have been established.
- 1.10.12 “Educational administrator” means dean, associate dean, director, associate director and regional principal, who is the administrator directly responsible for the management of a faculty employee's division.
- 1.10.13 A "General Interest Course" is any course taken primarily for recreational education purposes which does not:
- a. receive formal recognition by the College of New Caledonia, an outside government agency or Ministry, a professional association, a registered accrediting body, or another recognized educational institution; or
  - b. contain major components of College of New Caledonia courses and programs as classified in 10.1, including curriculum and evaluation standards; or

- c. lead directly to the present or immediately intended occupation of the prospective students.

It is specifically agreed that G.E.D. and Study Skills courses are not considered General Interest courses. College of New Caledonia course completion certificates may be issued for General Interest Courses, but the student's registration and performance will not form part of the student's permanent record at the College. For the purposes of this Agreement, professional development seminars of one (1) week or less offered by the Enterprise Development Centre are considered General Interest courses.

- 1.10.14 "Average" denotes the arithmetic mean.
- 1.10.15 A "lecture, seminar, tutorial, laboratory, student-contact, practicum supervision, or classroom teaching hour" denotes a sixty (60) minute period which includes fifty (50) minutes of instruction and ten (10) minutes of break.
- 1.10.16 "Discipline" denotes a field of study such as Mathematics, Psychology, Welding, Economics, Dental Assisting, CCP, Science, etc.
- 1.10.17 "Technological change" means changes introduced by the College in the manner in which it carries out teaching operations and services where such change or changes affects the terms and conditions or security of employment of any member of the bargaining unit or alters the basis on which this Agreement was negotiated.
- 1.10.18 For full-time faculty employees "teaching semester" applies to the Type 1(a) workload classification 10.2 and denotes the fifteen (15) to sixteen (16) week period of scheduled classes (including exams and field work) falling between August 15 and December 20 and between January 1 and May 15.
- 1.10.19 For full-time faculty employees "Working Day(s)" refers to all days, Monday through Saturday inclusive, of any week of the year, excluding College and statutory holidays. Where a teaching assignment includes a Saturday, prior permission of the faculty employee shall be obtained. In the case of a probationary or sessional employee's work schedule including a Saturday, prior approval of the Faculty Association is also required.
- 1.10.20 For part-time faculty employees "Working Day(s)" refers to all days, Sunday through Saturday inclusive, of any week of the year, excluding College and statutory holidays.

- 1.10.21 For full-time and regular part-time faculty employees a "Working year" is the twelve-month period from August 1 to July 31. All appointments to the faculty, unless otherwise stated in writing, are for the working year.
- 1.10.22 A faculty employee's work schedule shall not exceed five consecutive working days after which he/she shall have 2 consecutive days off.



## 2. FACULTY ASSOCIATION SECURITY

### 2.1 Membership in the Faculty Association

All new faculty employees shall, as a condition of employment, become and remain members in good standing of the Faculty Association.

All employees within the bargaining unit of the Faculty Association who are already members of the Association shall, as a condition of employment, remain members in good standing of the Association.

All employees within the bargaining unit of the Faculty Association who are not members of the Association at the date of signing of this Agreement may become members of the Association, but shall not be required to do so. If they chose to become members of the Faculty Association, they shall, as a condition of employment, remain members in good standing of the Association.

### 2.2 Checkoff of Association Dues

2.2.1 For all faculty employees the Board agrees to the compulsory checkoff of all Faculty Association dues, initiation fees and other assessed charges of the Faculty Association as a condition of employment.

2.2.2 The Board agrees to deduct each month from the monthly salary of each faculty employee Faculty Association dues as determined by the Faculty Association and to deduct any other assessed charges as determined by the Faculty Association. This sum shall be transmitted to the Faculty Association without delay. Before the College is obliged to deduct any amount under 2.2.1, the Secretary or President of the Faculty Association must advise the Vice President Administration and Finance's Office in writing, by copy of a resolution passed at a general meeting of the Association, of the amount of its regular dues or other assessed charges. The amount so advised shall continue to be the amount to be deducted until changed by further written notice and resolution of the Faculty Association signed by the Secretary or President of the Faculty Association. Upon receipt of such notice, such changed amount shall be the amount deducted.

2.2.3 The Board agrees to inform new faculty employees that a Collective Agreement between parties is in effect and with the conditions of employment set out in 2.1 and 2.2 dealing with union membership and dues checkoff. The letter of appointment for

new faculty employees shall include the current electronic link to the Collective Agreement.

- 2.2.4 The College shall require all new faculty employees, at the time of hiring, to complete a Faculty Association membership application and execute an assignment of wages for Faculty Association dues. The membership application and the form for the assignment are to be provided by the Faculty Association. The completed membership application is to be forwarded to the Faculty Association within five (5) working days. The form for assignment of wages is to be completed in duplicate with one copy being forwarded to the Faculty Association within five (5) working days of execution.

### 2.3 Rights of Faculty Employees

- 2.3.1 A paper copy of this Collective Agreement shall be distributed by the Board free of charge to each of the Union's stewards plus an additional twenty-five (25) paper copies will be provided to the Union.

- 2.3.2 Within thirty (30) calendar days of ratification of this Collective Agreement by both parties, the parties to this Collective Agreement shall prepare and sign the new Collective Agreement. The College shall provide each faculty employee with the current electronic link to the Collective Agreement within two (2) weeks of the date of signing and, place two (2) paper copies in the library.

- 2.3.3 The College shall include the current electronic link to the Collective Agreement, in the letter of appointment issued to any new faculty employee who is hired subsequent the ratification of this Collective Agreement.

### 2.4 Leaves of Absence for Faculty Association Business

- 2.4.1 The maximum workload of the President of the Faculty Association shall be no more than three-quarters (3/4) of the prescribed maximum excluding scheduled office hours (see Article 10). If the Faculty Association wishes to reduce this amount up to three-quarters (3/4) release of the prescribed maximum, the Faculty Association agrees to reimburse the College for all costs related to the cost of replacement, where such replacement is provided. If the Faculty Association wishes to reduce this amount up to full-time release, article 2.4.3 shall apply.

- 2.4.2 Any faculty employee who is a member of the contract committee, a steward, or a Director of the Faculty Association shall have the opportunity of attending meetings with the administration and/or the Board that are held within working hours without loss of salary or benefits. The College shall assist the faculty employee in making satisfactory arrangements to cover his/her instructional duties as required by attendance at such meetings. Times for such meetings shall be mutually agreeable.
- 2.4.3 For full-time positions within the Faculty Association or any organization to which the Faculty Association or the College is a member, a leave of absence may be granted (12.17) upon a minimum of two months written notice. No reasonable request shall be denied.
- Such a faculty employee continues to receive full salary and benefits. The Faculty Association agrees to reimburse the College with the full amount of such salary and benefits as well as the reasonable recruitment expense for the faculty employee's replacement, where such replacement is provided.
- 2.4.4 The College must grant, on written request from the Faculty Association, the requested part-time release for faculty employees selected for positions within the Faculty Association or any organization of which the Faculty Association or the College is a member. Such a faculty employee continues to receive full salary and benefits and the Faculty Association shall reimburse the College for the cost of replacement, where such replacement is provided, except in the case of the Faculty Association President's workload reduction (2.4.1).
- 2.4.5 Absence from duties shall be permitted where it is required in connection with the handling of, or participation in, a grievance or arbitration provided that permission is received in advance from the faculty employee's educational administrator or Vice President. Such permission shall not be unreasonably withheld. Time spent during a faculty employee's normal working hours in the handling of, or participation in, grievance or arbitration shall be considered time worked. Such time, as well as additional time spent in rescheduled activities, shall not qualify for overload remuneration. These provisions apply only to those members expressly identified by the Faculty Association as being involved in and integral to the procedures of grievance and arbitration, including witnesses.
- 2.4.6 Leave of absence with pay shall be permitted where it is required for attendance at hearings and court actions relating to the application of this Agreement, provided that permission is received in advance from the faculty employee's educational

administrator. Such permission shall not be unreasonably withheld. These provisions apply only to those faculty employees expressly identified by the Faculty Association.

## 2.5 Use of College Facilities by the Union

2.5.1 Meeting space shall be provided free of charge on a basis of booking priority.

2.5.2 Other facilities, such as the use of equipment, shall continue to be charged to the Faculty Association on the current basis.

## 2.6 List of Faculty Association Officers and Representatives

The Faculty Association shall provide the College with a list of its officers and any other official designates. This list shall be kept current by the Faculty Association at all times.

## 2.7 Picket Lines

2.7.1 Faculty employees shall have the right to refuse to cross a legal picket line arising out of a dispute as defined in the Labour Relations Code (1992) of British Columbia or in the Canada Labour Code. Any faculty employee refusing to cross such a picket line shall not be reprimanded, penalized, or dismissed for such refusal.

2.7.2 Faculty employees should not expect to receive pay for work not performed or pay for statutory holidays in exercising these rights.

2.7.3 If a faculty employee is apprehensive for personal safety, there shall not be any reprimand, penalty or dismissal for failing to cross an illegal picket line.

2.7.4 Failure to cross a picket line while carrying out College business away from the College shall not be considered a violation of this Agreement or be grounds for disciplinary action or loss of pay.

## 2.8 Union Rights to Information

The College shall provide the Faculty Association with all necessary information relating to the following matters for all faculty employees, on a monthly basis:

- position advertisements (to be provided at the time of advertising),
- appointments, including term of appointment, classification, department, course title, number of hours for all part-time faculty and salary step,
- regularization appointment letters,
- transfers,
- unpaid leaves, educational leaves, exchange leaves, maternity /legal adoption leaves, political leaves, partial leaves,
- resignations,
- retirements,
- deaths,
- recalls from lay-off and refusals of recall,
- lay-offs,
- terminations.

2.8.1 In addition, the College shall provide the Faculty Association with notification of intent to remove a non-regular faculty member from the Non-Regular Seniority List thirty (30) days prior to the proposed removal from the list.

## 2.9 Association - College Relations

2.9.1 The Faculty Association and the College recognize the mutual value of ongoing joint discussions on matters pertaining to working conditions, changes to employee benefits, classifications, services and labour-management relations. To this end, the Faculty Association Executive and the College agree to establish a joint Committee, consisting of two (2) appointees for each party. It is agreed that meetings of this Committee shall be held on a monthly basis, unless either party wishes to call a meeting more frequently. Meetings shall be held at a time and place fixed mutually. However, such meetings will be held not later than ten (10) working days after a request for a meeting has been received. Employees shall not suffer any loss of basic pay for time spent at such meetings.

The College and the Faculty Association shall alternate in presiding over meetings.

This Committee shall not have jurisdiction over wages or any other matter of collective bargaining including the administration of this Agreement.

The Committee shall have the power to make recommendations to the Association and the College on the following general matters:

- a. reviewing matters, other than grievances, relating to the maintenance of good relations between the parties, and
- b. correcting conditions causing grievances and misunderstandings.

2.9.2 The Faculty Association shall provide the College with a copy of the Constitution of the Faculty Association upon request.

#### 2.10 Introduction of Degree-Completion Programs

The College and the Faculty Association recognize the importance of expanding access to degree-completion programs in the College region and also recognize the importance of ensuring that the initiation of new degree-completion programs proceed smoothly.

Therefore, should the College choose and be approved to offer degree-completion programs or should the College enter into an agreement with an existing or new degree-granting institution to provide access to degree-completion programs beyond first and second year level using College instructional personnel, the College and the Faculty Association agree as follows:

- a. That the Faculty Association shall be the sole bargaining agent for all full-time and part-time employees of the College of New Caledonia primarily engaged in teaching functions of degree-completion programs.
- b. That the Faculty Association and the College shall, within sixty (60) days of the College decision and approval of the introduction of degree-completion programs, commence negotiations on matters affecting faculty involved in the introduction and delivery of such programs.

Without limiting the generality of the foregoing, such matters shall include faculty duties and responsibilities, workload, seniority, non-teaching functions, salary and

benefits. This list of matters for negotiation does not constitute either party's agreement to the necessity of changes to articles relating to such matters.

Should the College and the Faculty Association be unable to reach agreement on issues raised during negotiations by either party affecting faculty involved in the introduction and delivery of such programs, the matter(s) of disagreement shall be referred to under Article 3.6. The decision of the arbitrator shall have the force of Collective Agreement provisions.

### 3. GRIEVANCE AND ARBITRATION PROCEDURES FOR FACULTY EMPLOYEES

#### 3.1 Grievances

The Board and the Faculty Association recognize that grievances may occur.

#### 3.2 Nature of a Grievance

A grievance is any complaint or difference between the parties relating to the application, operation, interpretation or alleged violation of this Agreement or to whether any matter in this Agreement is arbitrable.

#### 3.3 Informal Resolution of Grievance

3.3.1 A faculty employee is encouraged to discuss, prior to the formal initiation of a grievance, any grievance or other complaints relating to his/her employment with his/her Dean in an effort to resolve the matter promptly and informally.

3.3.2 Any resolution of the grievance or complaint in this manner shall be consistent with this Agreement, but shall not be binding upon the Faculty Association, the Board, or any other faculty employee.

3.3.3 If the Faculty Association is of the opinion that a complaint or a grievance has been informally resolved in a manner inconsistent with the terms of this Agreement, then the Faculty Association may make a formal grievance concerning such a resolution.

#### 3.4 Formal Grievance Procedure – Union

A grievance may be formally initiated by the Faculty Association on behalf of an individual employee or the Association and shall proceed by the following steps without delay and without work stoppage:

3.4.1 The grievance shall first be submitted in writing to the appropriate Vice President within six (6) calendar weeks of the time the Faculty Association could reasonably have become aware of the grievable action having taken place.



- 3.4.2 If the grievance is not satisfactorily resolved by 3.4.1, the Directors of the Faculty Association shall submit the grievance in writing to the President
- 3.4.3 If the grievance is not resolved to the satisfaction of the Directors of the Faculty Association by 3.4.2, the grievance shall be referred to binding arbitration as described under 3.6. The desire to refer a grievance to binding arbitration shall be indicated in writing by the Directors of the Faculty Association to the Board.
- 3.4.4 In order to ensure that grievances are resolved as quickly as possible, the following time limits shall apply:
- a. At the stage described in 3.4.1 ("Step One")
    - i. a written reply shall be given to the Faculty Association within seven (7) calendar days of the receipt of the grievance by the Vice President. The written reply shall state the reason(s) for the denial. Failure of the College to comply with the time limits shall advance the grievance to the next stage.
    - ii. if the grievance is not advanced to the next stage described in 3.4.2 ("Step Two") within seven (7) calendar days of the receipt of the written reply from the Vice President, it shall be deemed to have been abandoned.
  - b. At the stage described in 3.4.2 ("Step Two")
    - i. a written reply shall be given to the Faculty Association within seven (7) calendar days of the receipt of the grievance by the President. The written reply shall state the reason(s) for the denial.
    - ii. if the grievance has not been resolved within seven (7) calendar days of the receipt of the written reply from the President, it shall, at the request of the Directors of the Faculty Association, be referred to binding arbitration under 3.4.3.
- 3.4.5 The parties may, by mutual written consent, waive any stage or time limit of the grievance procedure described in 3.4. In no event shall a grievance be denied due to a procedural technicality.

- 3.4.6 Any difference between the parties relating to the interpretation of this grievance procedure shall be referred to binding arbitration under 3.6 for resolution.
- 3.4.7 The parties agree that, in the event of a grievance arising from personal or sexual harassment the procedure as outlined in Article 2 of the Common Agreement shall apply.
- 3.5 Formal Grievance Procedure - Board
- 3.5.1 For the purpose of Article 3.5, a grievable action is any action specified as a responsibility of the Faculty Association under this Agreement. A grievance may be formally initiated by the Board and shall proceed by the following steps without delay and without work stoppage.
- 3.5.2 The grievance shall be submitted in writing to the Faculty Association within two (2) calendar months of the time the Board could reasonably have become aware of the grievable action having taken place.
- 3.5.3 If the grievance is not resolved to the satisfaction of the Board by 3.5.2, the grievance shall be referred to binding arbitration as described under 3.6. The desire to refer a grievance to binding arbitration shall be indicated in writing by the Board to the Faculty Association.
- 3.5.4 In order to ensure that grievances are resolved as quickly as possible, the following time limits shall apply:
- a. If the grievance at the stage described in 3.5.2 above has not been satisfactorily resolved within three (3) calendar weeks from the date of receipt of the grievance by the Faculty Association, it shall at the request of the Board be referred to binding arbitration under 3.5.3.
  - b. At the stage described in 3.5.2 above, a written reply shall be given to the grievor within two (2) calendar weeks of the receipt of the grievance by the Faculty Association.
- 3.5.5 The parties may, by mutual written consent, waive any stage or time limit of the grievance procedure described in 3.5. In no event shall a grievance be denied due to a procedural technicality.

3.5.6 Any difference between the parties relating to the interpretation of this grievance procedure shall be referred to the Board and the Directors of the Faculty Association for resolution. If the difference cannot be resolved in this way, the question of interpretation of this article (3.5) shall be referred to binding arbitration under 3.6.

3.6 Arbitration Procedure

3.6.1 Grievances referred to arbitration under 3.4.3, 3.4.4(b), 3.5.3 and 3.5.4(a) above or other matters referred to arbitration under the terms of this Agreement shall be submitted to an Arbitration Board for final and conclusive settlement.

3.6.2 The Arbitration Board shall consist of one member. Within seven (7) working days of either the Faculty Association or the Board being notified in writing by the other party of its desire to refer the grievance or matters outlined in 3.6.1, both parties shall meet to appoint an arbitrator from the following list:

Chris Sullivan  
Marguerite Jackson  
Julie Nichols  
Wayne Moore  
Mark Brown  
Ken Saunders

If the parties cannot agree on a mutually acceptable name from this list, it is agreed that the selection of the arbitrator shall be made by lot from the aforementioned list.

3.6.3 The decision in writing of the Arbitrator shall be final and binding on both parties, but the Arbitration Board shall have no power to alter, modify or amend this Agreement in any respect.

3.6.4 The decision arrived at under 3.6.3 shall be made and transmitted in writing to both parties within twenty-one (21) calendar days from the date of the appointment of the Arbitrator.

3.6.5 The Arbitration Board shall provide full opportunity to all parties to present evidence and make representation to it.

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- 3.6.6 The Arbitration Board shall have the power to determine whether a particular grievance is arbitrable.
- 3.6.7 Each party to the arbitration shall pay its own expenses and costs of arbitration, and one-half the compensation and expenses of the Arbitrator and of stenographic and other expenses of the Arbitration Board.
- 3.6.8 Extensions of the time periods in the arbitration procedure described in 3.6 shall be made only by agreement of the parties in writing.
- 3.6.9 In the event of a dispute over the interpretation of the Arbitrator's decision, then either party may request a clarification of the decision from the Arbitrator. Such clarification is part of the Arbitrator's decision and any costs related thereto shall be shared equally.

## 4. FACULTY RESPONSIBILITIES

### 4.1 General

The responsibilities herein outlined are intended as a guide for the identification of classifications of employees and are not intended as job descriptions definitive of the job content of any occupational group within the bargaining unit.

Subject to Articles 10 faculty employees are expected to fulfill only those responsibilities outlined below. An evaluation of these responsibilities shall be the major factor in considering continuing employment and salary increments.

### 4.2 Responsibilities of Teaching Faculty

4.2.1 To teach the appropriate subject areas and to include all subject matter or skills as are required in College programs.

4.2.2 To be available to students for consultation or discussion outside of classroom hours.

4.2.3 To make such evaluations or appraisals of students as may reasonably be required by the College and to inform students of their general progress upon request.

4.2.4 To maintain records of student enrolment and such other records as may reasonably be required by the College.

4.2.5 To maintain professional competence and qualifications in appropriate fields of study, and to keep up-to-date with developments in these fields including updating of courses and resources to keep content current.

4.2.6 To recommend library and other acquisitions and, where appropriate, to maintain inventory, equipment, or laboratory facilities at an appropriate standard. For the purpose of evaluation, these responsibilities (4.2.6) apply only to full-time and regular part-time faculty employees.

4.2.7 To fulfill individual or collective responsibilities in furthering the aims and objectives of the College. This is meant to include, when requested by the administration, faculty participation and assistance in recruitment, public relations, College committees, registration, curriculum and budget preparation, review and

assessment of courses, programs and curricula, and the development of teaching aids and special instructional materials. For the purpose of evaluation, these responsibilities (4.2.7) apply only to full-time and regular part-time faculty employees.

#### 4.3 Responsibilities of Librarians

4.3.1 To develop the collection of the CNC Resource Centre, under the supervision of the Associate Director, Resource Centre.

4.3.2 To extend bibliographic control over the collection so as to make it easily accessible and useful.

4.3.3 To provide both formal and informal instruction in the use of the Resource Centre to students and other users through lectures, tours, and written guides.

4.3.4 To help faculty meet their instructional responsibilities, and to provide a variety of information services to students, other members of the College community, and the general public.

4.3.5 To maintain professional competence and qualifications in appropriate fields, and to keep up-to-date with developments in these fields.

4.3.6 To fulfill individual or collective responsibilities in furthering the aims and objectives of the College. This is meant to include, when requested by the administration, faculty participation and assistance in recruitment, public relations, College committees, registration, curriculum and budget preparation, review and assessment of courses, programs and curricula, and the development of teaching aids and special instructional materials. For the purpose of evaluation, these responsibilities (4.3.6) apply only to full-time and regular part-time faculty employees.

#### 4.4 Responsibilities of Counsellors

4.4.1 To offer professional services in educational and career planning, in orientation to post-secondary education, in identifying vocational goals and resources, and in intensive counselling for personal problems, where appropriate.

- 4.4.2 To provide counselling services to College students, faculty employees, and to members of the community at large.
- 4.4.3 To undertake, in accordance with procedures developed by the counsellors and approved by the faculty employee's educational administrator, testing and interpretation for students and prospective students in the areas of aptitude, vocational interest, intelligence and personality.
- 4.4.4 To maintain professional competence and qualifications in appropriate fields, and to keep up-to-date with developments in these fields.
- 4.4.5 To fulfill individual or collective responsibilities in furthering the aims and objectives of the College. This is meant to include when requested by the administration, faculty participation and assistance in recruitment, public relations, College committees, registration, curriculum and budget preparation and student job placement. For the purpose of evaluation, these responsibilities (4.4.5) apply only to full-time and regular part-time faculty employees.
- 4.5 Responsibilities of Study Skills Instructors
- 4.5.1 To provide services such as diagnostic and placement testing, to assist in program counselling, and to provide general consultation about study skills to College students, faculty employees and members of the community at large.
- 4.5.2 To maintain professional competence and qualifications in appropriate fields, and to keep up-to-date with developments in these fields.
- 4.5.3 To fulfill individual or collective responsibilities in furthering the aims and objectives of the College. This is meant to include, when requested by the administration, faculty participation and assistance in recruitment, public relations, College committees, registration, curriculum and budget preparation. For the purpose of evaluation, these responsibilities (4.5.3) apply only to full-time and regular part-time faculty employees.
- 4.5.4 When teaching study skills courses, study skills instructors shall be covered by the provisions of Article 4.2.

#### 4.6 Responsibilities of Laboratory Demonstrators

- 4.6.1 To teach only the laboratory sections in the appropriate subject areas and to include all subject matters or skills as are required in College programs.
- 4.6.2 To be available to students for consultation or discussion outside classroom hours.
- 4.6.3 To make such evaluations or appraisals of students as may reasonably be required by the College and to inform students of their general progress upon request.
- 4.6.4 To maintain records of student enrolment and such other records as may be required by the College.
- 4.6.5 To maintain professional competence and qualifications in appropriate fields of study, and to keep up-to-date with developments in these fields.
- 4.6.6 To recommend library and other acquisitions and, where appropriate, to maintain inventory, equipment, or laboratory facilities at an appropriate standard. For the purpose of evaluation, these responsibilities (4.6.6) apply only to full-time and regular part-time faculty employees.
- 4.6.7 To fulfill individual or collective responsibilities in furthering the aims and objectives of the College. This is meant to include, when requested by the administration, faculty participation and assistance in recruitment, public relations, College committees, registration, curriculum and budget preparation, review and assessment of courses, programs and curricula, and the development of teaching aids and special instructional materials. For the purpose of evaluation, these responsibilities (4.6.7) apply only to full-time and regular part-time faculty employees.
- 4.6.8 The faculty teaching lecture courses shall consult with the laboratory demonstrator in the same discipline over the nature of laboratory assignments and their time of presentation.

#### 4.7 Responsibilities of Coordinators

In accordance with article 5.6, these responsibilities (4.7) apply only to full-time and regular part-time faculty employees.



- 4.7.1 To provide a liaison between the faculty employee's educational administrator or Vice President and other faculty employees.
- 4.7.2 To assist in academic planning.
- 4.7.3 To assist in the preparation of new courses and programs and coordinate curriculum changes and developments.
- 4.7.4 To assist in the preparation of workload assignments.
- 4.7.5 To coordinate timetabling, registration and calendar changes with Student Services.
- 4.7.6 To represent the faculty employee's educational administrator or Vice President in certain educational and curriculum matters.
- 4.7.7 To participate extensively in the responsibilities listed in articles 4.2.6, 4.2.7, 4.3.6, 4.4.5, 4.5.3, 4.6.6, and 4.6.7.
- 4.7.8 To participate extensively in curriculum development or community affairs.
- 4.7.9 To coordinate student field placements.

## 5. TYPES OF FACULTY APPOINTMENTS

### Full-Time Faculty Appointments

#### 5.1 Sessional Positions

5.1.1 Sessional positions are to be used for a replacement need, clearly identified temporary need, and may be a position not funded through the Program Profile process (outside the College's base budget). The Faculty Association shall be notified in writing of the College's intent to utilize a sessional position and the specific purpose as outlined in this Article at least prior to advertisement. Subject to Articles 6.6 and 5.2.5, a sessional position carries no implication of renewal beyond the term of appointment nor of any subsequent transfer.

5.1.2 A sessional position, shall after two (2) cumulative teaching years become a regular full-time position. For the purposes of Articles 5.1, 5.2 and 6.6, "cumulative teaching year" denotes a total of twelve (12) months of sessional positions including preparation, and vacation time and professional development time. Both consecutive and intermittent positions (exclusive of positions of four (4) weeks or less) separated by five (5) months or less must count towards this total. Although the sessional position is regularized after two (2) cumulative teaching years, the filling of the regularized position shall not occur until after the completion of the appointment of any sessional incumbent.

5.1.3 For the purposes of Articles 5.1, 5.2 and 6.6, a position is a full-time work assignment within a discipline or subject area at the same campus location made for a reason specified in 5.1.1. For the purposes of 5.1, 5.2 and 6.6, campus location means the specific city or town (or its equivalent). For the purposes of regularization 5.1.2, a sessional position shall be deemed to be continued if it is a continuation of the same specific replacement need, the same specific temporary need, or the identical or general subject material and instructional nature associated with the original position at the original campus location.

## 5.2 Sessional Appointees

- 5.2.1 A faculty employee appointed to a sessional position of more than four (4) weeks, shall receive a pro-rated salary (see Schedule A) and full fringe benefits (See Article 14). The term of such an appointment shall include pro-rated vacation, pro-rated preparation time and, if applicable under 6.6, professional development time. Preparation time shall be calculated at the rate of one (1) working day for each month of the appointment and shall normally be added at the commencement of the appointment prior to the beginning of teaching or other duties. Vacation time shall be calculated at the rate of 4.3 working days for each instructional month of the appointment (including preparation time), with the total number of days rounded. Unless determined otherwise by mutual agreement of the faculty employee and the College, professional development time (or preparation and vacation, as applicable) shall not be cumulative from one appointment to another.
- 5.2.2 A faculty employee appointed to a sessional position of four (4) weeks or less shall receive a pro-rated salary (see Schedule A) and only those fringe benefits (including vacation pay) guaranteed by law.
- 5.2.3 After each cumulative teaching year, the Board, under the conditions of 11.2 (Salary Increments) shall credit the faculty employee with one (1) step on the salary scale.
- 5.2.4 When a sessional position becomes a regular full-time position under Article 5.1.2, the faculty employee who has completed a minimum of eighteen (18) cumulative teaching months in the sessional position that is being regularized shall have the right of first refusal to the regular position provided he/she has not received unsatisfactory evaluations and the regular position becomes available within eighteen (18) months of completion of the sessional appointment unless there is a qualified regular full-time or regular part-time employee who shall have right of first refusal for the position. Should the sessional appointee with the right of first refusal refuse an appointment to the position, others who have held the same sessional positions shall be short-listed, if applied for.
- 5.2.5 When a person previously appointed to a sessional position accepts a regular or regularized position under any of the provisions of Article 5.1, the time spent as a sessional appointee shall count toward the probationary period of Article 5.3 and towards placement on scale where the experience as a sessional appointee has been in a relevant discipline as the regularized position.

- 5.2.6 A sessional appointee who receives a regularized position that was previously a sessional position because it was not funded through the Program Profile process, becomes eligible for severance pay as provided for in 6.7.1 after the completion of three (3) years of regular faculty appointments. This three (3) year period does not include any time spent on sessional or probationary appointments.
- 5.2.7 If a sessional appointee accepts a regular appointment for the next term or academic year and the commencement of that appointment is less than four (4) weeks from completion of the sessional appointment, the completion date of the sessional appointment shall be adjusted so that there is no gap in employment.
- 5.2.8
- a) A sessional faculty employee who has received and accepted a written appointment to a sessional position (exclusive of appointments of four weeks or less) shall be paid ten (10) percent of the scheduled instructional period of the appointment if it is cancelled prior to its commencement with less than ten (10) working days of notice to the appointee.
  - b) A sessional faculty employee who has received and accepted a written appointment to a sessional position (exclusive of appointments of four weeks or less) shall be paid forty (40%) percent of the remaining scheduled instructional period of the appointment if it is cancelled after instruction begins.

### 5.3 Probationary Appointments

- 5.3.1 All faculty employees, excluding sessional appointees, shall be appointed for an initial probationary period of one full calendar year. The probationary period is to provide an opportunity for mutual appraisal and evaluation to determine a faculty employee's suitability for a faculty appointment.
- 5.3.2 Completion of Probationary Appointments: Prior to the expiration of a probationary appointment, the President, or his/her designate, shall give the probationary appointee written notification that one of the following steps shall be taken at the end of his/her probationary period:
- a. that his/her initial appointment has been renewed for a second probationary period of one full calendar year, or
  - b. that he/she is being offered a faculty appointment, or

- c. that no further appointment is being offered as a result of two or more unsatisfactory evaluations during the probationary period(s). The reasons shall be stated at the time in writing, or
- d. that no further appointment is being offered due to changes in enrolment or course offerings (6.4).

It is intended that the decision on renewal or non-renewal of an initial probationary appointment as described in (a) or (c) above will be based upon eight (8) months of instructional assignments and/or equivalent duties provided for in this Agreement. Initial probationary appointees who have completed the afore-mentioned eight (8) month period will receive written notification in accordance with this article four (4) months prior to the expiration of his/her probationary appointment. Initial probationary appointees who have completed less than this eight (8) month period may have the amount of notice reduced accordingly. However, the minimum notice period shall not be less than two (2) months prior to the expiration of his/her initial probationary appointment. Faculty employees who have been appointed for a second probationary period will receive four (4) months written notification prior to the expiration of the probationary period as to whether (b), (c) or (d) above is applicable.

- 5.3.3 A faculty employee shall reply, in writing, within fifteen (15) calendar days to the President, or his/her designate, as to whether he/she accepts any offer of employment.
- 5.3.4 Failure of the President to provide the appropriate notice to a faculty employee on a probationary appointment prior to the expiration of the appointment (see 5.3.2) means that a second probationary period or a faculty appointment, as appropriate, has been offered.
- 5.3.5 Failure of the faculty employee to respond to a written offer of appointment by any prescribed date above (see 5.3.3) implies that any appointment offers have been rejected.

#### 5.4 Faculty Appointments

5.4.1 On successful completion of the probationary period (unless 6.4 applies), a faculty employee shall be offered a faculty appointment. A faculty appointment means that the appointment shall be continued unless there are exceptional circumstances as specified in 8.4.1 or 6.4.

5.4.2 If a faculty appointee wishes to retire, he/she shall give four (4) months notice in writing to the President. Retirement shall normally occur at the end of a working year. This period of notice may be waived by mutual consent.

#### 5.5 Regularization of Faculty Employees

5.5.1 Faculty employees shall be regularized if they have met the following criteria as stipulated in the Common Agreement (Article 6.1.3.(b) (i) and (ii)):

- a. “[after an employee has worked for a period of ] at least two consecutive appointment years of work at a workload of fifty (50%) percent or greater for each of two (2) consecutive appointment years and where there is a reasonable expectation of ongoing employment for which the employee is qualified at a workload of at least fifty (50%) percent or greater for two semesters in the next appointment year”, or
- b. “... after the employee has performed a workload [of] at least one hundred and twenty (120%) percent of an annualized workload over at least two (2) consecutive appointment years and there is a reasonable expectation of an ongoing workload assignment for which the employee is qualified, of at least fifty (50%) percent on an annualized basis over the immediately subsequent appointment year”; and
- c. “... an employee receive[s] a satisfactory evaluation prior to regularization. An employee will be deemed to have received a satisfactory evaluation if one has not been undertaken by the employer. The employer may evaluate a non-regular employee at least once each twelve month period and the employee may request an additional evaluation not more often than once in each 12 month period.”

5.5.2 Employees regularized in accordance with Article 5.5.1 shall be appointed to the level of workload available in their first regularized appointment year at the same campus location as the workload entitlement was earned.

- a. If the workload level is full-time, the employee shall receive a regular full-time appointment. If there is a reasonable expectation of a full-time workload in the same position in the third year, Article 5.1.2 of the Local Agreement shall apply.
- b. If the workload level is less than full-time, the employee shall be appointed to a regular part-time position at the level of work available. If after two years at an increased annual percentage, work at the same increased level is available in the third year, the employee shall be annualized at the increased level. For workload allocation, 5.5.10 and 5.5.13 apply.

5.5.3 Employees regularized in accordance with Article 5.5.1 shall be paid on the Common Scale, after being placed according to Article 11.1.1. Employees shall be granted one step for each full-time equivalent year of relevant part-time post- secondary teaching experience.

5.5.4 Employees regularized in accordance with Article 5.5.1 shall be able to accumulate available work up to full-time for which they are qualified, based on their cumulative service at that campus. Article 5.8.2 of the Local Agreement shall not apply.

5.5.5 Employees regularized in accordance with Article 5.5.1 shall be eligible for an annual increment as per the terms of Article 11.2.

5.5.6 Probationary Period

- a. For employees who are regularized after two years of employment, there shall be an initial probationary period of one full-time equivalent year.
- b. For employees who have worked more than two full-time equivalent years prior to regularization, there shall be no probationary period.

5.5.7 Within a department, work shall be allocated in the following sequence:

- a. full-time faculty appointees
- b. faculty employees regularized under Article 6 Common Agreement (by order of seniority)

- c. faculty employees on the Non-Regular Seniority List as per Local Agreement Article 6.6 (by order of seniority)
- d. new hires, part-time, or sessional employees.

#### Allocation by Department

- e. Once departmental allocations have been met, available workload will be allocated by qualified employees according to campus-wide seniority and canvass results (now in C.A. article 5.5.14).

#### Summer, Weekend and Evening Hours

- f. If summer, weekend, and/or work on more than two (2) evenings per week was required in order to meet the triggers in 5.5.1, the faculty employee's educational administrator may assign workload in the same manner to the regularized faculty employee.
- g. If the College requires summer, weekend, and/or work on more than two (2) evenings per week to meet the annualized percentage for a faculty employee who did not have this pattern of work to attain the trigger, such a workload may be agreed to by the faculty employee and his/her educational administrator. In the case of summer employment for Type 1 full-time regularized faculty, written permission of the Faculty Association is also required.

5.5.8 Employees regularized in accordance with Article 5.5.1 shall be responsible for pro-rated office hours and faculty duties according to Article 10.

#### 5.5.9 Layoff for Employees Regularized to a Full-time Workload

If employees regularized to a full-time workload are laid off, Common Agreement Article 6.4, and Local Agreement Articles 6.4 and 6.7 shall apply. An employee shall not use the same years toward the severance calculation more than once.

#### 5.5.10 Calculation of Workload

The appointment year for the purposes of regularization calculations shall be August 1 to July 31.



Employees regularized in accordance with this article shall have their workload calculated as follows:

- a. For employees whose entire annual workload is in programs with regular semesters/trimesters, and they are scheduled to work the entire semester/trimester, the percentage of their annualized workload shall be calculated based on the number of instructional hours per week as a percentage of maximum workload hours per week for the workload type. For Type 1(a) and 1(b) lecture-only workloads, if an employee is under 50% in terms of hours, but has more than 50% in terms of student numbers (5.5.15) in each semester of any year, s/he will be deemed to have a 50% workload.
- b. For employees whose entire annual workload is not in programs with regular semesters/trimesters, or they are not scheduled to work the entire semester/trimester, the percentage of their annualized workload shall be calculated based on the total number of instructional hours as a percentage of the hours in 5.5.15.
- c. For employees in positions that require, for educational purposes, more than a maximum annual workload of 100% in a specific year, they shall have their workload reduced in the subsequent year so that the average does not exceed 100% over the two years.

5.5.11 Employees regularized in accordance with this article shall have salaries, pro-rated on the Common Scale based on the percentage of their annual workload as derived in Article 5.5.10 above, paid out in the following way:

- a. If the workload is a least 50%, the monthly salary will remain constant averaged over the workload levels of the two semesters or three trimesters eg. 55% overall when an employee works 50% in the first semester/trimester and 60% in the second semester/trimester; or
- b. if the workload is less than 50%, the employee shall be paid after submitting a time-sheet as the hours are worked; or
- c. if all of the employee's work is in one semester, s/he may choose between pro-rated or annualized pay providing s/he works in the fall semester/trimester.

5.5.12 Employees regularized in accordance with this article shall receive a letter from the College each year advising them of the anticipated percentage workload assignment for the upcoming work year. For base-funded programs, the letter shall be sent by May 15; for cost recovery programs, the letter shall be sent by June 30. Any additional work shall be covered in a separate letter.

The above dates may be delayed pending notification from the Union for those positions relating to Union leave.

5.5.13 Workload for Regular Part-time Faculty Employees

With regard to workload allocation, regular part-time employees shall be considered in a way similar to full-time faculty employees. If assigned an increased level of work, she or he may, in consultation with his or her educational administrator remain at their current level, or accept the increased level of work. If the level of work decreases, she or he may accept the reduced workload, request a leave of absence without pay, be laid off, or resign. The following provisions shall apply to workload allocation:

- a. If there is additional work available beyond the annualized percentage, it shall be assigned to any qualified full-time employee who does not have a maximum workload.
- b. If there is no qualified full-time employee who can be assigned this work, it shall be offered to the regular part-time faculty employee who is qualified and who has the most cumulative service at that campus. If s/he is unable to accept the additional workload, s/he shall notify the College within seven (7) working days.
- c. If the available workload for these employees decreases to less than 50%, their appointment status shall not change, and they shall continue to receive pro-rated pay based on the percentage of their revised appointment.
- d. If an employee is unable to accept the reduced workload, s/he may choose to take a leave of absence; if the reduction continues into a second year, the employee may opt to take the workload, a second leave of absence, or be laid off, and, in special circumstances with the approval of the President, receive severance at the beginning of the second year under Article 6.8 of the local

agreement.

- e. If the workload reduction occurs after the employee has accepted in writing the terms of his/her annual letter, the employee shall receive 25% of the difference between the expected percentage and the actual percentage of annual work. The employee has seven (7) days from the time of receipt of the letter of offer to indicate his/her acceptance.
- f. If no work is available for a two year period, the employee shall receive severance as per Article 6.8 of the local agreement.
- g. If a faculty employee requests 30 consecutive days of vacation, and if it cannot be scheduled, the work may be assigned to another faculty employee; or, by mutual agreement of the faculty employee and his or her educational administrator, the faculty employee may accept a pay-out of vacation time.
- h. If the workload assignment makes it impossible to schedule Professional Development or Preparation Time free of instructional responsibility, those days may be rescheduled on instructional days by mutual agreement of the faculty employee and his or her educational administrator.

#### 5.5.14 Canvass of Regular Part-Time Employees

It shall be the College's responsibility to canvass all regular part-time employees by April 1 of each year to ascertain changes to qualifications and the level of employment desired beyond the annualized percentage (up to 100%). Such information shall be used to determine the qualifications and availability of the employee for purposes of appointment selection. The College shall forward a list of this information to the Faculty Association.

## 5.5.15

## ANNUAL INSTRUCTIONAL WORKLOAD MEASUREMENTS

(for regularization calculations only)

Type 1(a) – Lecture only:	By Hours	225 hours per semester 450 hours per year
-----		
By Student Numbers	UT English	135 students per semester 270 students per year
-----		
By Student Numbers	Other	145 students per semester 290 students per year
-----		
Type 1(a) – Lecture and Lab:		270 hours per semester 540 hours per year
Type 1(b) – Lecture only:		510 hours per year
-----		
	By Students Numbers	145 students per semester 290 students per year
-----		
Type 1(b) – Lecture/Lab/Practicum (34 wk year):		612 hours per year
Type 1(b) – Lecture/Lab/Practicum (on semester):		270 hours per semester 540 hours per year
Type 1(c) – Dental Hygiene & Nursing Lecture only:		510 hours per year
Type 1(c) – Dental Hygiene & Nursing Lecture/Lab/Practicum:		612 hours per year
Type 1 (c) – Dental Assisting:		750 hours per year
Type 1(d) – NCBNP Lecture only:		510 hours per year
Type 1(d) – NCBNP Lecture/Lab/Practicum		513 hours per year
Type 2 – Applied Business Technology (PG)		787.5 hours per year
Type 2 – College and Career Preparation Adult Special Education English Language Training Applied Business Technology:		840 hours per year (Regions)
Type 2 – Centre for Student Success: Life Skills/Employability Skills:		875 hours per year
Type 3 – Classroom Requirement:		980 hours per year
Type 4* - Social Service Distance Learning: Counsellor:		960 hours per year 1110 hours per year
Librarian:		1295 hours per year

\* Type 4 hours measure student contact time for counselling, and working hours for librarians and Social Service Distance Learning faculty.

5.6 Coordinator

## 5.6.1

Only a full-time or regular part-time faculty employee may be appointed as a coordinator. The appointment shall normally be one working year in length commencing August 1st. The specific duties and associated release time shall be mutually agreed upon by the faculty employee and his or her educational administrator. The faculty employee shall receive a letter of appointment outlining all conditions and responsibilities of the position; additional duties not specified in the letter of appointment shall not be assigned. A copy of this letter will be given to the

Faculty Association. Any subsequent agreements will also be copied to the Faculty Association. Failure of the faculty employee to notify the President, or his/her designate, within five (5) calendar days from the date of offer means the appointment offer has been rejected. Coordinators shall be paid an allowance as described in Schedule A.

5.6.2 For evaluation purposes, the coordinator position shall be pro-rated to the total workload of the faculty employee.

5.6.3 Selection of Coordinators

When a coordinator position is to be filled, faculty employees in the applicable program area(s) shall select by May 31 one faculty member from the program area(s) to serve a one (1) year term as the program coordinator from August 1st to July 31st. The coordinator shall normally not serve more than three (3) consecutive terms.

5.6.4 If the faculty employee resigns from the coordinator position, the resignation shall normally coincide with the conclusion of an instructional term. Notwithstanding 5.6.1, a replacement for the coordinator position may be appointed for the remainder of the working year.

5.6.5 Coordinator Release Time

It is recognized that the coordinator duties vary between Divisions, and that the release time for coordinators should reflect a measure of time appropriate to the responsibilities. The following guidelines have been developed to ensure that job duties and release time for coordinators are applied in a fair and consistent manner throughout the College. The College and the Faculty Association agree that:

- a. Normal release time from teaching duties will be approximately 20% of the maximum workload and will correspond to a normal instructional unit of that workload, eg., a section in CCP or Science. Where no normal instructional unit occurs, eg., in trades and counselling, the normal release time will be 20% of the contact hours.

- b. The generic job description shall be common for all coordinators appointed under this Article (5.6). The generic job description for all Coordinators is as follows:

POSITION: Coordinator

TERM: 1 year, renewable

GENERAL ACCOUNTABILITY:

Each coordinator is accountable to an educational administrator for providing leadership to a program, discipline or services recognizing the professional nature of the faculty's role.

NATURE AND SCOPE:

Coordinator is a faculty position and, as such, is not supervisory. Its purpose is to provide assistance to both the faculty and staff and the relevant Administrator. When coordinators assist with various matters, it does not mean they have responsibility for those matters; rather, that they help with them. Coordinators should not be viewed as administrators or managers by their colleagues.

The academic qualifications and experience for the coordinator position are unique to each division/region and will be commensurate with the academic and professional standards expected of senior faculty and professionals of that discipline.

FUNCTIONS:

Instructional, Academic, Curricular Duties

- i. Provide leadership by promoting a climate supportive of and encouraging a spirit of enquiry, and be a resource with respect to services, programs and course matters including, but not limited to, quality, content, selections, development, review, articulation with other agencies, and negotiations of transfer course credit.
- ii. Advise his or her educational administrator and provide liaison among faculty and staff and between faculty and their educational administrator with respect to curriculum and services.

- iii. Advocate for discipline, program, services and faculty on program and instructional matters and services as needed.
- iv. Advise students, where possible, with respect to program matters and services.

#### Administrative Duties

- i. Assist with budget, workloads and timetable preparation.
  - ii. Chair meetings of faculty and staff on program and discipline matters.
  - iii. Assist with student advising and records as needed and appropriate.
  - iv. Assist with faculty and staff recruitment and orientation.
  - v. Assist with advisory committees, articulation committees, accrediting agencies, internal discipline articulation, Education Council, and regional matters.
  - vi. Handle routine paper work for the discipline or program or services and have signing authority for some matters, eg. printing, textbook orders, etc., as appropriate.
- c. The coordinator in some areas has additional responsibilities that are not identified in the generic description. These additional responsibilities will be approved with additional release time.
  - d. Coordinators in Early Childhood Education, College and Career Preparation, Dental Studies, Trades, Counselling, the Centre for Student Success, Medical Laboratory, and Medical Radiology shall be approved with additional responsibilities and additional release time.
    - i. COUNSELLING COORDINATOR  
Additional Responsibilities  
Coordinate
      - \* the scheduling and activities of faculty and staff in the Counselling Department

- \* between Counselling and the Registrar/Admissions office regarding admission process and criteria
- \* assistance to the Financial Aid Office on behalf of the Counselling Department
- \* the schools/colleges/regional campuses outreach activities with regard to student program advice

Additional release time 05%

Total 25%

ii. TRADES COORDINATOR

Trades Coordinators shall be available for departmental consultation with students, and in collaboration with the Dean of Trades and Technologies are responsible for liaison with the Industry Training Authority, the Industry Training Organizations, and regional industry. They are responsible for coordinating program/student/industry liaison, and may be involved in providing support to Regional Campus trades faculty.

Trades Coordinators will have a maximum annual teaching assignment of thirty-five (35) weeks which includes seven (7) weeks free of instructional duties in lieu of release time.

iii. CENTRE FOR STUDENT SUCCESS

Additional Responsibilities

- \* orient and train new faculty and staff;
- \* co-ordinate faculty schedules;
- \* co-ordinate the Centre's administrative stenographer's work and ensure continued clerical coverage for the Centre;
- \* prepare Centre timetables and instructors' schedules for forwarding to admissions;
- \* check EMAT test results for accuracy or discrepancy of scores;
- \* placement test and interview prospective CCP students during June, July and August when the regular CCP coordinator is on professional development and vacation.

Additional release time 20%

Total 40%



iv. EARLY CHILDHOOD EDUCATION COORDINATOR

## Additional Responsibilities

- \* Attend meetings, prepare reports for and recommend members to the ECE Advisory Committee and advise the Dean on membership;
- \* assist in maintaining liaison with provincial and local licensing boards including attending meetings of the Community Care Licensing Board;
- \* assist in maintaining liaison with relevant community agencies;
- \* maintain liaison with demonstration day care centre staff to ensure that the centre program reflects ECE program objectives;
- \* coordinate field placement for ECE students (basic & post-basic) including:
  - location of practicum site
  - scheduling students
  - preparing written information for sponsor teachers
  - meetings with sponsor teachers on a regular basis
  - arranging end of year dinner.

Additional release time 10%

Total 30%

v. COLLEGE AND CAREER PREPARATION COORDINATOR

## Additional Responsibilities

- \* responsible for CCP timetabling;
- \* responsible for registration including:
  - setting up procedures
  - liaison with admissions office
  - selection of students
  - transfer of students to different courses and sections
  - counselling students regarding course selection;
- \* initiate student progress reports;
- \* work with sponsors.

Additional release time 10%

Total 30%

vi. CURRICULUM COORDINATOR - DENTAL STUDIES

## Additional Responsibilities:

- \* facilitate evaluation, revision and changes of curriculum.
- \* chair, prepare and facilitate annual curriculum review.
- \* monitor progress of outcomes.

- \* coordinate requests for exemptions and challenges.
- \* chair of Program Committee.
- \* liaise with part-time faculty.
- \* attend PAC meetings.
- \* chair and prepare frequent department meetings.
- \* act as a liaison for provincial initiatives and projects.

Additional release time 5%

Total 25%

vii. ATHLETIC AND RECREATION COORDINATOR

Additional Responsibilities:

- \* orient and train new faculty and staff.
- \* coordinate schedules in the Athletics and Recreation Department to ensure adequate and continued coverage for all Athletics and Recreation Department activities such as day-to-day operations, gym.
- \* recruit and co-ordinate activities of coaches.
- \* provide leadership for Recreation programming.
- \* represent CNC on the BC College Athletics Association.

Additional release time 20%

Total 40%

viii. MEDICAL LABORATORY TECHNOLOGY SCIENCE COORDINATOR

Additional Responsibilities:

- \* facilitate evaluation, revision and changes of curriculum.
- \* monitor progress of program outcomes.
- \* coordinate requests for exemptions and challenges.
- \* chair Program Committee.
- \* attend PAC meetings.
- \* chairs and prepare for department meetings.
- \* act as a liaison for provincial initiatives and projects.
- \* liaison with NAIT project manager.
- \* develop and revise program evaluation methods for the program.
- \* prepare accreditation and other reports for the program.
- \* prepare for accreditation site visit.
- \* work with and support the practicum course supervisors, including but not limited to the following:
  - communicating with chief technologists and other personnel at practicum placements.

- travelling to practicum sites.
- training preceptors.
- initiating new practicum placements.
- \* oversee selection process for students admitted to the program.
- \* other duties as required for the successful administration of the program.

Additional release time 30%

Total 50%

ix. MEDICAL RADIOLOGY TECHNOLOGY COORDINATOR

Additional Responsibilities:

- \* facilitate evaluation, revision and changes of curriculum.
- \* monitor progress of program outcomes.
- \* coordinate requests for exemptions and challenges.
- \* chair Program Committee.
- \* attend PAC meetings.
- \* chair and prepare for department meetings.
- \* act as a liaison for provincial initiatives and projects.
- \* liaison with BCIT and other institutions as required.
- \* develop and revise course and program evaluation methods for the program.
- \* ensure regular course and program evaluation methods are implemented.
- \* prepare reports for the program as required by internal and external organizations.
- \* ensure processes in place and required documentation is collected on a continuing basis for accreditation purposes.
- \* work with and support the clinical course supervisor, including but not limited to the following:
  - communicating with chief technologists and other personnel at clinical placements.
  - travelling to clinical sites.
  - training preceptors.
  - initiating new clinical placements.
- \* oversee selection process for students admitted to the program.
- \* other duties as required for the successful administration of the program.

Additional release time 30%

Total 50%

- e. The Northern Collaborative Baccalaureate Nursing Program shall have the equivalent of forty percent (40%) release time, and the Health Care Assistant Program shall have the equivalent of twenty percent (20%) release time. The Faculty, in consultation with the Dean, shall determine how release time will be allocated.
- f. A Coordinator Review Committee comprised of two (2) Faculty appointees, and two (2) relevant Administrators shall be established to evaluate, on a yearly basis, the coordinator responsibilities and release time. Appropriate changes shall be recommended to the Vice President Academic. This joint standing committee will have a term of two years.
- g. Coordinators who think that their job duties are not fairly and accurately reflected by the generic job description and additional responsibilities may appeal to the Coordinator Review Committee for reassessment and if additional responsibilities exist, the committee will recommend an adjustment of release time to the Vice President Academic. This review will occur in January of each year.

5.6.6 There shall be no change to the number of faculty coordinators without prior consultation between the parties.

#### 5.7 Part-Time Faculty Appointments

At the time of employment and appointment, the College will acknowledge on a hiring form amongst other things:

- a. the starting date of the employment of the employee;
- b. the term of appointment;
- c. the regular scheduled hours and days to be worked each week;
- d. the hours of preparation time
- e. the hours of professional development time;

- 
- f. the position for which the part-time faculty employee is hired;
  - g. whether or not the appointment is subject to enrollment minima;
  - h. whether or not the appointment is subject to any other conditions;
  - i. type of classification referred to in Article 10.

## 5.8 Part-Time Faculty Employees on the Non-Regular Seniority List

(See 6.6 Non-Regular Seniority)

- 5.8.1 A part-time faculty employee on the Non-Regular Seniority List shall be short-listed for any vacant full-time positions should he/she apply.
- 5.8.2 Part-time employees on the Non-Regular Seniority List cannot compound appointments to change their status from part-time to full-time.

## 5.9 Secondment from the College to Another Institution

- 5.9.1 Secondments may be initiated by the College, by a faculty employee or by another institution and are governed by both a contract between institutions and the provisions of the Collective Agreement. Secondments are separate from other types of Leave in the Collective Agreement and are separate from the provisions of Article 16.4 (Subsidiary Employment) and 12.5 (Exchange Leave). Without restricting the application of Article 16.4 (Subsidiary Employment), the parties recognize that the appropriate mechanism for teaching within one's discipline for another institution is secondment.

A secondment will take place only with the prior joint agreement of both parties to the Collective Agreement and the faculty employee. The parties recognize that the terms and conditions of each secondment may vary depending on circumstances but the following principles shall apply:

- 5.9.2 The secondment shall normally be for a period of one (1) academic year subject to renewal to a maximum of two (2) years, at which time the parties will review the arrangement.

- 5.9.3. Terms and conditions of the secondment shall be agreed to in writing by all parties prior to its commencement.
- 5.9.4. The terms and conditions of the Collective Agreement shall apply except as modified to accommodate the provisions of the secondment agreement between the institutions and the requirements of the receiving institutions. In such a case alternative but equivalent terms and conditions shall be agreed to by all parties prior to the commencement of the secondment.
- 5.9.5 A copy of the secondment agreement between the institutions shall be provided to the Faculty Association and the faculty employee.
- 5.9.6 A typical secondment might be initiated by a request from another educational institution to CNC or at the request of a faculty employee. The College, Faculty Association, and employee shall then meet to discuss the terms of the secondment and the workload of the faculty employee as outlined above. Any arrangement to such things as workload hours and preparations, student numbers, office hours, professional development opportunities and travel will be agreed to in writing prior to commencement of the secondment.
- 5.10 Secondment of Instructors to the College from Other Institutions
- 5.10.1 It is recognized that the College may enter into a secondment arrangement with another institution for the purpose of using instructors with special skills and qualifications not available within the bargaining unit, to fill full-time or part-time positions.
- 5.10.2 The terms and conditions of such a relationship shall be subject to the prior joint agreement of all parties and shall be consistent with the terms and conditions of this Collective Agreement. Secondment arrangements shall be for no longer than one (1) year.

## 6. SENIORITY, LAYOFF, RECALL AND RESIGNATION

### 6.1 Cancellation of Courses

A part-time faculty employee who has received and accepted a written appointment to a part-time position of more than thirty (30) hours of scheduled instruction shall be paid 10% of the scheduled instruction hours of the appointment if it is cancelled prior to its commencement with less than two (2) weeks of notice to the appointee. For part-time positions of thirty (30) hours or less of scheduled instruction, the part-time faculty employee shall be paid 15% of the scheduled instruction hours of the appointment if it is cancelled prior to its commencement with less than one (1) week of notice to the appointee.

### 6.2 Resignation - Full-time and Regular Part-time Faculty Employees

6.2.1 An appointment may be terminated at any time by mutual consent of the faculty employee and the President.

6.2.2 An appointment may be terminated by a faculty employee submitting a resignation, in writing, to the President four (4) months prior to the date of resignation or three (3) months prior to the end of the faculty employee's current instructional period, e.g. semester, trimester.

### 6.3 Resignation - Part-time Faculty Employees (Not Regularized)

6.3.1 A part-time faculty employee who is not regularized shall notify the College of his/her decision to leave the employ of the College by giving written notice fourteen (14) calendar days in advance of the effective date of resignation. The part-time faculty employee shall receive termination pay and benefits as provided for in this Agreement.

6.3.2 On termination by a part-time faculty employee of his/her employment, the College shall within six (6) calendar days after the date of termination of employment pay to the employee all wages owing to him/her.

6.3.3 a. If a part-time employee on the Non-Regular Seniority List refuses two (2) consecutive offers of appointment, under the conditions of this Article, the College reserves the right to terminate his/her recall rights. This right shall not be exercised unreasonably.

- b. When an employee informs the Human Resources Director in writing that he/she will not be available for work during a specific period up to one calendar year, the College shall not make offers of appointment during that period.

The employee must be available for work for at least one year prior to being eligible for another extended period when unavailable.

- 6.3.4 Where the part-time employee on the Non-Regular Seniority List fails to keep the Human Resources Office informed of his/her current address, he/she shall be considered to have resigned.

#### 6.4 Seniority, Lay-off and Recall - Full-time Faculty Employees

- 6.4.1 Subject to the Board's right at all times to maintain faculty competent to deliver instruction in the courses offered by the College, the College recognizes the right of an employee to exercise his or her seniority in the event of a reduction of staff and recall after lay-off.

- 6.4.2 For the purpose of this Article (6.4), no seniority shall be acquired by a member of the bargaining unit until the faculty employee is given a faculty appointment or has been regularized. Upon such appointment the seniority of the faculty employee shall be based upon the number of years of continuous employment immediately preceding the appointment. Continuous employment in this context includes consecutive sessional appointments, intermittent sessional appointments (exclusive of appointments under 5.2.2 for replacement purposes) and part-time service separated by a break in service of six (6) months or less.

- 6.4.3 Having acquired seniority in accordance with the foregoing, the faculty appointee's seniority shall not cease as a result of sickness, accident, approved leaves of absence, or lay-off of less than twenty-four (24) months. Seniority shall not continue to accrue during a period of lay-off.

- 6.4.4 A faculty appointee's seniority shall cease upon discharge, resignation or failure to exercise the right to recall within thirty (30) days of notification.



- 6.4.5 Where the faculty appointee takes employment with the College outside of the bargaining unit, he or she will re-establish his or her seniority within the bargaining unit if re-appointed within three (3) calendar years of the previous appointment and will have accumulated seniority restored.
- 6.4.6 An appointment may be terminated or not renewed for reasons of changes in enrolment, course offerings, or a demonstrated shortage of funds. If it appears that a faculty position may become redundant in a specific discipline due to a decrease in enrolment, changes in course offerings, or a demonstrated shortage of funds, the President shall advise the Directors of the Faculty Association and shall give them the relevant information relating to the decision on termination or non-renewal of appointment prior to taking a decision on the matter.
- 6.4.7 Where the Board determines that an appointment will be terminated or not renewed for reasons given above, the Board shall give notice of non-renewal or lay-off by March 31 for faculty appointees or four (4) months prior to the date of lay-off for the non-renewal of a probationary appointee subject to the following:
- a. The Board shall give notice to both the Faculty Association and the affected employee;
  - b. Upon the request of the Faculty Association the issue of the employee's layoff shall be referred to the Lay-off Committee referred to in Articles 6.4 of both the Common and Local Agreement.
- 6.4.8 A Lay-off Committee shall be instituted upon the execution of this collective agreement and shall consist of four persons, two appointed by the Faculty Association and two appointed by the College and may be increased or decreased as mutually agreed to from time to time.
- 6.4.9 The duties of the Committee shall be as follows:
- a. To consider the reasons for the lay-off;
  - b. To consider the alternatives to the lay-off;
  - c. To consider whether or not the faculty employee proposed to be laid-off is competent and/or qualified to instruct in other disciplines within the College in respect of which he or she may exercise his or her seniority;

- d. To consider whether or not part-time faculty appointments may be terminated to permit the laid-off employee to be retained. If the reason for lay-off is a demonstrated shortage of funds (6.4.6), this provision shall not apply;
- e. To consider whether or not sessional appointments should be terminated to permit the laid-off employee to exercise his/her seniority to be retained;
- f. To consider whether or not the seniority of the proposed employee to be laid-off permits him or her to exercise a right to seek an appointment elsewhere within the bargaining unit.

6.4.10 The Committee shall have the authority to indicate its approval or disagreement with the decision of the College to effect the lay-off notice where a majority of the members so agree. In the event that the Committee is unable to agree on a recommendation, either party may refer the areas of disagreement to one of the named arbitrators 3.6 for final and binding decision. The arbitrator shall have full authority, including the right to rescind the lay-off, to resolve the areas of disagreement as specified in this article.

6.4.11 In any event the Committee and third party procedure must be concluded by July 31st unless changed by mutual agreement between the parties.

6.4.12 Any references or records pertaining to faculty employees whose appointments are terminated or non-renewed under this Article (6.4) shall clearly point out the reasons for lay-off or non-renewal and shall explicitly state that such action has not been the result of proper cause as defined in Article 8.4.

6.4.13 If, after termination or non-renewal of a faculty appointment under the provision of 6.4, the Board subsequently finds it can increase faculty strength in a specific discipline, the Board shall offer reappointment to those former employees who are qualified for the discipline in question and who have had their appointments terminated or not renewed within the previous twenty-five (25) months from the termination or non-renewal under 6.4. This shall also include employees who have accepted reassignments outlined in 6.4.9 within the previous three (3) years from the date of reassignment. Such offers of reappointment shall be made in the reverse order of seniority subject to the faculty employee's qualifications for the discipline in question. In order to remain eligible for recall under this provision, the former faculty employee must keep the Human Resources Department informed of his/her

mailing address and telephone number and must promptly report any changes therein.

This does not preclude the College from appointing a new faculty employee to a position to be established in the period beyond the twenty-five (25) months from termination or non-renewal under Article 6.4.

6.4.14 Employees in receipt of recall notice shall have thirty (30) days to indicate their acceptance of the offer. Employees who do not reply to a recall notice or who refuse a recall notice shall be deemed to have resigned from the College and shall lose their seniority and right to recall.

6.4.15 Lay-off for faculty appointees under 6.4 shall occur only on July 31st. Termination or non-renewal of appointment for faculty employees on probationary appointments (5.3.2) under 6.4 shall occur four (4) months following written notice.

Termination of appointments that result from the proposed employee to be laid off exercising his/her seniority for displacement within the bargaining unit (6.4.9) shall be effective on the date specified in the original notice to the proposed employee to be laid off. Faculty appointees terminated as a result of displacement shall be given a minimum of two (2) months notice or pay in lieu of notice and severance pay as specified in Article 6.7.1. Sessional appointees terminated as a result of displacement will be entitled to the notice and severance pay as guaranteed by provincial statute.

6.5 Completion of Appointment - Regular Faculty Employees  
Faculty employees whose employment with the College shall end with the completion of their current working year are free to leave the College and to receive by normal payments the balance of the salary stated in the Agreement when they have completed all contractual obligations, excluding professional development. In lieu of professional development entitlement for faculty employees, other than sessionals, in the final year of employment the College shall pay the equivalent of two weeks salary at the faculty employee's current rate. In the event that the faculty employee has already taken two weeks or more of professional development entitlement earned in their final year, this payout shall be waived.

## 6.6 Non-Regular Seniority

- 6.6.1 a. A faculty employee who has completed twenty-five (25) cumulative weeks of appointment at the same campus, who has received no unsatisfactory evaluations, and who is given a reappointment to a further position within eight (8) calendar months from the completion of the last appointment shall be entitled to the recall rights established in 6.6. For the purposes of Article 6.6, appointment durations include preparation, professional development and vacation time. Both consecutive and intermittent positions (exclusive of sessional positions of four (4) weeks or less) separated by five (5) months or less must count towards this total. Any extension of four (4) weeks to an appointment constitutes a reappointment.
- b. For the purposes of the calculations of cumulative service in 6.6.1a sessional appointments shall be expressed in weeks.
- c. For the purposes of calculation of cumulative service in 6.6.1a. part-time appointments shall be converted to weeks as follows:

$$\text{Type 1} \quad \frac{\text{Length of appointment in hours}}{12 \text{ hours}} = \text{weeks}$$

$$\text{Type 2} \quad \frac{\text{Length of appointment in hours}}{16 \text{ hours}} = \text{weeks}$$

$$\text{Type 3, 4} \quad \frac{\text{Length of appointment in hours}}{20 \text{ hours}} = \text{weeks}$$

- 6.6.2 When a sessional or part-time position becomes available at a campus, it shall be offered to the individual who is entitled to recall, who is qualified, who has the greatest cumulative service at that campus, and who has not received unsatisfactory evaluations.
- 6.6.3 If the offer of an appointment is turned down, the appointment shall be offered to the qualified individual who is entitled to recall with the next greatest cumulative service at that campus, provided he/she has not received unsatisfactory evaluations.

- 6.6.4 A record of cumulative service will cease when two (2) years have passed without employment with the College at the same campus location; and/or the individual fails to keep the Human Resources office informed in writing of his/her current address and telephone number.
- 6.6.5
- a. If an individual refuses two (2) consecutive offers of appointment under the conditions of this Article, the College reserves the right to terminate his/her recall rights. This right shall not be exercised unreasonably.
  - b. When an employee informs the Human Resources Director in writing that he/she will not be available for work during a specific period up to one calendar year, the College shall not make offers of appointment during the period.  
  
The employee must be available for work for at least one year prior to being eligible for another extended period when unavailable.
- 6.6.6 It shall be the responsibility of the person on the recall list to keep the College informed in writing to the Human Resources Department of increased qualifications, current address and telephone number, and changes in employment availability (time of day, type of work - sessional, part-time).
- 6.6.7 It shall be the College's responsibility to canvass all appointees by January 1 of each year to ascertain current qualifications, employment availability and instructional interests of each employee. The College shall forward a list of this information to the Faculty Association. Such information shall be used to determine the qualifications and availability of the employee for purposes of appointment selection.
- 6.6.8 On May 15<sup>th</sup> and October 15<sup>th</sup> of each year the Non-Regular Seniority List shall be updated. A copy of the updated list shall be sent to the Faculty Association within four (4) weeks.
- 6.6.9 Full-time faculty appointees who have undergone layoff under the provisions of 6.4 shall have their seniority credited for the purposes of the Non-Regular Seniority List and shall be offered sessional or part-time appointments for which they are qualified under the provisions 6.6.2.
- 6.6.10 A full-time faculty appointee who accepts an offer of an appointment shall be entitled to professional development time, vacation entitlement and preparation time in

accordance with 6.6.1. The appointment shall not affect a full-time appointee's severance pay entitlement (as described in 6.7). The appointment period will count towards the faculty appointee's seniority on the Non-Regular Seniority List.

6.6.11 A full-time appointee's right to recall shall be in accordance with 6.4.13, superceding the provisions of 6.6.4.

6.6.12 A refusal of an offer of an appointment shall not affect a laid-off faculty appointee's severance pay (6.7), re-appointment to a full-time position (6.4.13), or further offers of employment during the lay-off period.

### Severance Pay

#### 6.7 Severance Pay - Full-time Faculty Employees

6.7.1 Faculty appointees released under 6.4 shall receive severance pay in accordance with the following provisions:

- a. one (1) month's salary at the current salary rate for each year of a faculty appointee's seniority to a maximum of seven (7) months' salary;
- b. an additional two (2) months' salary at the current salary rate for faculty appointees with eleven years of seniority; and
- c. an additional two (2) months' salary at the current salary rate for faculty employees with fifteen (15) years of seniority.

6.7.2 Recall of employees who have received a payment as per 6.7.1 will be conditional on the employee repaying to the College an amount equal to the payment for: severance payment made under 6.7.1 MINUS the number of months laid off equated in salary. Repayment of this amount shall be on reasonable terms.

#### 6.8 Severance Pay - Regular Part-time Faculty and Faculty on the Non-Regular Seniority List

- a. Where the College has not offered appointments for two consecutive years, the employee shall be entitled to pro-rated severance pay. Severance pay shall be pro-rated on the basis of the average annual hours worked in the two (2) year period immediately prior to the cessation of available work taken as a percentage of the maximum hours of a full-time faculty employee in the applicable work load classification. Seniority shall be based upon the length of continuous service immediately prior to the cessation of available work, and shall not include the two (2) year period where no appointments were offered.
- b. Only employees on the Continuing Part-time list as of March 31, 1998, Regular Part-time employees, and employees who would subsequently earn the right to go on the list under the Collective Agreement covering April 1, 1996 to March 31, 1998, shall be entitled to the severance provisions of Article 6.8 a, pending mutual agreement by the parties to any changes. It is agreed that the “average annual hours worked” referred to in Article 6.8 a excludes hours worked on sessional appointments, pending mutual agreement by the parties to any changes.

#### 6.9 Severance - Part-time Faculty Employees

A part-time faculty employee failing to give notice without proper cause shall receive termination pay and benefits as provided in the statutes of the Province of British Columbia. No additional benefit entitlement as provided for in this Agreement shall apply.

#### 6.10 Selection and Hiring Procedure for Faculty

The College and the Faculty Association agree the following procedures shall be used to fill full-time faculty vacancies where such vacancies will not be filled by the exercising of seniority/recall rights, automatic return to faculty by the educational administrator and other terms of the Collective Agreement.

The College and the Faculty Association agree that while these procedures do not apply to part-time vacancies, the intention is to involve faculty in selection and hiring of part-time faculty as circumstances permit and as it is practical.

The College and the Faculty Association agree that from time to time special circumstances may make it necessary to modify the procedures. In such cases, the parties shall mutually agree to replacement procedures. Such circumstances may include regional campus circumstances or emergency situations.

- a. The Vice President Academic shall request the appropriate educational administrator to establish a Search Committee and to assume or delegate the chairing of the Committee. The Search Committee shall consist of the Coordinator of the program and up to two (2) faculty selected from the program area by the faculty of the program area.
- b. Where it is deemed appropriate by the Search Committee, the committee may be increased to include other faculty or other persons, in an advisory capacity.
- c. The Search Committee shall recommend to the Vice President Academic, the criteria to fill the vacancy and whether the vacancy should be publicized within the College only or also advertised external to the College. The criteria shall include professional qualifications, professional experience, teaching experience, college contributions, community awareness and personal attributes so far as they are applicable to the job classification in question.
- d. Vacant positions shall be posted publicly as soon as they are identified subject to (c) above.
- e. The closing date for applications shall be stated in the publication or advertisement.
- f. All applications shall be dated and acknowledged and filed appropriately for the use by the Vice President Academic, appropriate educational administrator and Coordinator.
- g. The Search Committee shall compile a shortlist of candidates from among those who meet the criteria established in Article 6.10 c. and shall interview short-listed candidates. The Search Committee shall make a recommendation to the Vice President Academic of two or more names that should be considered for appointment. These may be ranked when appropriate.



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- h. Any internal candidate who meets the criteria established in Article 6.10 c. shall be included in the shortlist of candidates. The Search Committee's recommendation shall include written reasons for not selecting any internal candidates. Internal candidates are those who have held an appointment at the College within the previous year, or have recall rights within the College. For the purposes of this article, retirees are not considered internal candidates.
  - i. The College is committed to hiring the best qualified faculty. In the event that two (2) candidates are considered equally qualified with respect to hiring criteria, the internal candidate shall be given preference.
  - j. Within five (5) working days, the Vice President Academic shall advise the Search Committee if an appointment is to be made from the shortlist, and if an appointment is to be made, which candidate and the terms and conditions of the appointment. The Vice President Academic shall advise the Search Committee of his/her reasons.
  - k. Candidates recommended under (g) may not necessarily be appointed, but normally no appointment shall be made that is not recommended by the Search Committee. The Vice President Academic or designate shall communicate in writing the reasons for an internal applicant not having been selected for the position when requested by the internal applicant and/or the Faculty Association in accordance with the Freedom of Information and Protection of Privacy Act.

## 7. EVALUATION OF FACULTY

### 7.1 General

- 7.1.1 The primary purpose of evaluation for full-time faculty is to assess performance in order to improve professional competence and effectiveness.
- 7.1.2 The primary purpose of evaluation for part-time faculty is to assess performance in order to maintain or improve the quality of College program delivery in the public interest.
- 7.1.3 Evaluations should provide feedback and information, guidance and suggestions for the future growth of the faculty employee. It is recognized that the evaluation may also be used to provide information to the administration for purposes of determining renewal or termination of contracts and advancement on the salary scale and of recognizing outstanding performance.
- 7.1.4 Responsibility for the initiation of the evaluation process rests with the faculty employee's direct educational administrator or Vice President who is responsible for ensuring that the evaluation procedures, as outlined in Article 7.2 are followed.
- 7.1.5 Regular faculty appointees may be formally evaluated annually. Sessional, Probationary and Part-time who are not regularized faculty employees may be evaluated each semester. Sessional faculty employees whose appointments are for a period of one semester or less may be evaluated once during each appointment. A part-time faculty employee shall be evaluated at least once during his or her first appointment providing his/her regular scheduled hours total at least forty-five (45) hours, as stated on his/her hiring form. In addition, evaluations may be carried out at any time at the faculty employee's request. Only in cases of specific and serious complaints presented to the Vice President, evaluations, in addition to those previously specified, may be carried out at the faculty employee's direct educational administrator's or Vice President's discretion. In the absence of a formal evaluation, the performance shall be assumed to be satisfactory.

## 7.2 Evaluation Procedures

- 7.2.1 Evaluation procedures designed to fairly and adequately assess performance of full-time faculty employees shall be established and reviewed annually by the Vice President, after consultation with appropriate faculty groups at divisional/departmental meetings for their recommendations.
- 7.2.2 Evaluation procedures designed to fairly and adequately assess performance of part-time faculty employees shall be established and reviewed periodically by the Vice President, after consultation with appropriate faculty groups at divisional/departmental meetings for their recommendations.
- 7.2.3 The direct faculty employee's educational administrator or Vice President, as appropriate, shall advise the faculty employee in advance of the evaluation procedure to be used.
- 7.2.4 The faculty employee shall review all evaluation results with his or her direct educational administrator or Vice President, as appropriate, at a mutually agreeable time. If a faculty employee so chooses, a third party of his or her choice may be present.
- 7.2.5 The faculty employee shall sign the evaluation report indicating his/her agreement or disagreement with the conclusions of the report.
- 7.2.6 The faculty employee shall be given the opportunity to make written comments which shall be entered into the faculty employee's file with the evaluation.

## 8. PERSONNEL RECORDS, DISCIPLINE, SUSPENSION AND DISCHARGE

### 8.1 Personnel Files

8.1.1 During normal working hours, and in the presence of the Human Resources Director his/her designate, every faculty employee has the right of access to his/her personnel record. Upon presentation of a written request from the faculty employee and for that specific occasion only, a Director of the Faculty Association has the right of access to that faculty employee's personnel record, during normal working hours, and in the presence of the Human Resources Manager or his/her designate. Every faculty employee shall receive a copy of any document which may be the basis of disciplinary action at the time that the document is inserted in the personnel file. A faculty employee shall receive, upon request, a copy of any document in his/her personnel file.

8.1.2 The personnel file shall contain only valid and relevant material. The faculty employee may request, in writing at any time, that material be removed from his/her personnel file.

At an employee's request, the College shall add an employee's response to any document on his/her personnel file.

8.1.3 Documents of a disciplinary nature shall be removed from an employee's personnel file after a period of:

- a. 36 months for discipline which involves a suspension or an issue which involves the health and safety of students.
- b. 24 months for all other discipline provided there has been no further infraction within the above time limits.

### 8.2 Discipline - Part-time Faculty Employees who are not Regularized

8.2.1 The Faculty Association recognizes the College's right to discipline, suspend, and discharge part-time faculty employees for just cause subject to the terms and conditions of this Agreement.

8.2.2 No part-time faculty employee shall be disciplined or suspended except for just cause. A part-time faculty employee shall be suspended for disciplinary reasons only upon the written authority of the President.

8.2.3 A part-time faculty employee considered by the Faculty Association to be wrongfully or unjustly disciplined, suspended, or discharged shall be entitled to recourse under the grievance procedure in accordance with Article 3 of this Agreement.

8.2.4 A part-time faculty employee has the right to have a third party representative present at any meeting regarding his/her discipline, suspension, or discharge.

### 8.3 Suspension

8.3.1 Suspension shall be preceded or accompanied by notice, in writing, giving reasons for the duration of the suspension.

8.3.2 In cases of suspension, the President shall report the action to the Board with a statement of his/her reasons.

8.3.3 The faculty employee, in accordance with Section 37(4), College and Institute Act 1996, may appeal the suspension to the Board.

8.3.4 The President may suspend a full-time or regular faculty employee from any or all of his/her faculty responsibilities when he/she has reasonable grounds for believing that the presence of the faculty employee is detrimental to the well-being or functioning of the College. Suspension shall normally precede or accompany action under 8.5 or 12.10 and shall terminate when such action is complete.

8.3.5 Suspension of a full-time or regular faculty employee may be with or without pay and benefits. However, consistent with a progressive disciplinary model, an episode of suspension with pay and benefits will normally precede an episode of suspension without pay and benefits.

### 8.4 Dismissal - Full-time and Regular Faculty Employees

8.4.1 An appointment may be terminated for proper cause. Demonstration of proper cause is the responsibility of the College, as represented by the President, and shall constitute sufficient reason for dismissal. Cause shall be:

- a. gross misconduct,

- b. persistent neglect of faculty responsibilities (where neglect shall be taken to mean failure to correct deficiencies which have been indicated in evaluations),
- c. professional incompetence directly related to faculty responsibilities.

The specific reasons for the termination of an appointment for proper cause shall be stated, in writing, by the President. A decision to terminate a faculty employee's appointment for proper cause may be appealed to the Board.

## 8.5 Dismissal Procedures

- 8.5.1 When the President determines that there is proper cause for dismissal, he/she shall notify the faculty employee and the Directors of the Faculty Association, in writing, outlining the reasons for this determination and stating any charges which have been made and by whom they were made.
- 8.5.2 Within seven (7) calendar days of such notification, the President shall meet with the faculty employee for a full and frank discussion of the reasons for the proposed dismissal. Each party may be accompanied by observers or advisors of his/her choice. Within four (4) calendar days of the meeting:
  - a. the President may decide to withdraw dismissal proceedings, or
  - b. the faculty employee may decide to offer his/her resignation, or
  - c. the President may decide to recommend dismissal to the Board.
- 8.5.3 The faculty employee shall have the right to appear before the Board at the time a recommendation for dismissal is made, and to present or have presented his/her arguments to the Board. He/she may be accompanied by observers or spokespersons of his/her choice.
- 8.5.4 The Board shall notify the faculty employee and the Directors of the Faculty Association with respect to any dismissal recommendation, in writing, within seven (7) calendar days after such a decision has been reached.

8.5.5 For full-time faculty and regular employees full pay and benefits shall continue during the period of the dismissal proceedings. Upon written receipt by the faculty employee of the Board's dismissal recommendation, pay and benefits shall cease. (from 8.5.4)

8.6 Appeal Against Dismissal

8.6.1 If the Board accepts a dismissal recommendation (see 8.5), the faculty employee shall have the right, within twenty (20) calendar days from the time of notification of the Board's decision, to submit an appeal to an Arbitration Board under 3.6.

8.7 Failure to Report for Duty - Part-time Faculty Employees who are not Regularized

8.7.1 A part-time faculty employee who fails to report for duty for two (2) consecutive classes without informing the College of the reason for his/her absence shall be presumed to have abandoned his/her position (see Article 8.7.2).

8.7.2 A part-time faculty employee shall be afforded the opportunity to rebut such presumption and demonstrate that there was just cause for not informing the College.

## 9. TECHNOLOGICAL CHANGE

### 9.1 Technological Change

9.1.1 Definition: For the purposes of this Agreement, the term "technological change" means changes introduced by the College in the manner in which it carries out teaching operations and services where such change or changes affect the terms and conditions or security of employment of any member of the bargaining unit or alter the basis on which this Agreement was negotiated.

9.1.2 When the College is considering the introduction of a technological change:

- a. The Board agrees to notify in writing the Directors of the Faculty Association as far as possible in advance of its intention and to update the information provided as new developments arise and modifications are made.
- b. The foregoing notwithstanding, the Board shall provide the Directors of the Faculty Association at least six (6) months notice that a technological change is intended, with a detailed description of the change it intends to carry out.

9.1.3 The notice mentioned in 9.1.2 shall be given in writing and shall contain pertinent data including:

- a. the nature of the change;
- b. the date on which the Board proposes to effect the change;
- c. the approximate number, type and location of faculty employees likely to be affected by the change;
- d. the effects the change may be expected to have on the faculty employees' working conditions and terms of employment;
- e. other pertinent data relating to the anticipated effects on faculty employees.

9.1.4 The notice mentioned in 9.1.2 and information listed in 9.1.3 shall also be given to the faculty employees likely to be affected.



- 9.1.5 Where the Board has notified the Directors of the Faculty Association of its intention of introducing a technological change, the parties undertake to meet within the next thirty 30 days in an effort to reach agreement on solutions to the problems arising from this change as they affect faculty employees.
- 9.1.6 Agreements reached between the parties under 9.1.5 shall be concluded in written form and such agreement shall have the same effect as the provisions of the existing Collective Agreement and shall be subject to the grievance procedure.
- 9.1.7 Where the parties do not reach agreement within three (3) months of the commencement of formal negotiations and where various matters relating to the affected faculty employees remain unresolved, either party may refer such matters to arbitration under 3.6.
- 9.1.8 Technological change must not be introduced by the Board while the matter is under discussion and/or dispute resolution under the terms of 9.1.5, 9.1.6, or 9.1.7.
- 9.1.9 Grievances over the application of Article 9.1 shall commence at Step 2 (i.e., the President) and shall be dealt with as expeditiously as possible.
- 9.2 Introduction and Evaluation of Self-Instructional or Pre-packaged Courses
- 9.2.1 The provisions outlined in this section (9.2.1 to 9.2.6) supersede the requirements outlined in 9.1.1 to 9.1.9 inclusive insofar as the introduction and evaluation of self-instructional or pre-packaged courses are concerned.
- 9.2.2 Based on its commitment to educational excellence, the College shall provide face-to-face instruction mode over alternate forms of delivery. However, it may be that in the course of making educational opportunities accessible to all of the people in the College region, that alternate or mixed modes of delivery are necessary.
- 9.2.3 It is agreed that where the College wishes to develop or introduce self-instructional courses (correspondence) or introduce pre-packaged courses, the professional standard of such courses is of utmost concern to all involved. These courses must meet professional standards or they shall not be offered through the College. If such courses are being developed or introduced, recognizing that it is not possible to delineate a method which would be universally appropriate for the evaluation of all of the diverse curriculum available and for the many situations within which it will

be developed and utilized, the College and the Faculty Association will strike a Committee to devise a process for evaluating these courses at the initiation of the project.

- 9.2.4 The Committee members shall consist of the course writer(s) when the course is being developed by the College or a person with appropriate expertise when the course is pre-packaged, the administrator responsible for the program area or his/her designate, a person with curriculum development expertise, and one or more faculty with content or related content expertise. Committee members other than the course writer(s) and the administrator shall be by mutual agreement of the Faculty Association and the College. Representatives of relevant professional bodies may be invited to serve as deemed appropriate by the Committee.
- 9.2.5 The Committee shall develop a comprehensive evaluation plan to ensure that the courses meet professional standards. Where the courses are developed by the College, this plan will include a formative evaluation during the development of the course as well as a summative evaluation after the course has been piloted. Students cannot be enrolled in pilot offerings of self-instructional courses or pre-packaged courses prior to the determination that the courses are of a professional standard through the evaluation process as specified by the Committee. Any deficiencies identified by a summative evaluation process after piloting the course must be corrected before the course may be offered again.
- 9.2.6 The work of the Committee will be deemed to be complete when a process for evaluation has been established. The process that the Committee establishes shall include (but not be limited to):
- a. a means for determining whether or not the course meets professional standards;
  - b. a procedure for assessing and, where appropriate, pilot testing the course;
  - c. timelines for completing the evaluation process;
  - d. a means for appraising whether or not the evaluation process has been adhered to;
  - e. a means to ensure that the input of all affected parties will be considered within the evaluation process.

If the Committee is unable to establish a process for evaluation, the issue shall be referred to a three person external committee. One member of the committee shall be chosen by the College, one member shall be chosen by the Faculty Association, and the third member chosen by the first two members.

The external committee's recommendations for the establishment of an evaluation process are binding on both the Board and the Faculty Association.

### 9.3 Introduction of Courses Transmitted Live

It is agreed that in order to maintain instructional excellence and facilitate the use of live electronic transmission systems, the following provisions must be met:

9.3.1 The courses must meet a professional standard which is to be evaluated during their initial presentation according to the procedures outlined in Section 9.2.3 to 9.2.6 inclusive.

9.3.2 Courses presented by live electronic transmission systems include, but are not limited to, interactive instructional television, television, radio, and other electromagnetic delivery systems which do not allow the entire course to be assessed before delivery to the students.

### 9.4 Protection of Instructional Methodology & Materials

The College shall not make use of any faculty employee's lecture, laboratory, written or other course materials in such a way as to replace the actual services of any incumbent faculty employee. The College also agrees not to furnish such materials to any outside agency for rebroadcast or any other use without the employee's permission. The College shall not substitute electronic, self-instructional, package, pre-programmed educational services, or other purchased programs or devices for the services performed by a faculty employee if any faculty employee's appointment as a faculty employee would be terminated. This article supersedes any other provisions of the contract pertaining to job security.

## 10. FACULTY WORKLOAD

### 10.1 Faculty Classification

10.1.1 All full-time faculty employees shall be classified according to the type of position they fill as listed in this contract. These classifications must not be changed or deleted without the agreement of the Faculty Association. If new positions are created during the life of this contract, the classification shall be made with the mutual agreement of the Board and the Faculty Association; if mutual agreement cannot be reached, the issue goes to binding arbitration under Article 3.6.

If new Arts and Science courses or new Type 1(b) or Type 1(c) programs are created during the life of this Agreement, the placement in the classification categories will be made with the mutual agreement of the Board and the Faculty Association; if mutual agreement cannot be reached, the issue goes to binding arbitration under Article 3.6.

10.1.2 All part-time faculty employees shall be classified according to the type of program area in which they instruct as listed in this agreement and as stated on their hiring form.

These classifications must not be changed or deleted without the agreement of the Faculty Association. If new program areas are created during the life of this Collective Agreement, the classification will be made with the mutual agreement of the Board and the Faculty Association; if mutual agreement cannot be reached, the issue goes to binding arbitration under Article 3.6.

10.1.3 Type 1(a) faculty employees shall be classified according to the type of course they instruct. Type 1(a) faculty employees shall work primarily as instructors or laboratory demonstrators in:

Arts and Science Courses (as identified below)

Fine Arts Diploma Program

Geographical Information Systems

Natural Resources and Environmental Technology Diploma Program

New Media Communications and Design Diploma Program

Web and Graphic Design Program

For the purposes of determining Type 1(a) workload classifications the following list constitutes the Arts and Science courses referred to above:

ABST 100, 101, 110, 111, 201, 202

ANTH 101, 102, 201, 202, 205, 206, 210, 220

APSC 100, 120

ASTR 101, 102, 105

BIO 103, 104, 105, 107, 111, 112, 120, 130, 201, 202, 205, 206, 207, 211, 220

CHEM 111, 112, 113, 114, 201, 202, 203, 204, 205

CLTC 100, 110, 112

COM 100, 204, 212, 222, 288

CRIM 101, 102, 103, 106, 120, 135, 201, 220, 230, 241

CSC 105, 109, 110, 115, 210, 212, 214, 215, 216, 218, 224

CUE 101

ECON 101, 102, 201, 202, 207

ENG 101, 102, 103, 104, 106, 107, 201, 202, 203, 204, 205, 206, 213, 214, 215, 216, 217, 218, 219, 220, 229, 230, 231, 232

FASD 260, 300, 301, 305, 310, 315, 320, 325, 330, 335, 399

FORS 100, 111, 112, 171, 202, 203, 210, 213, 237, 238, 251

FREN 101, 102, 120, 121

GEOG 101, 102, 103, 201, 202, 203, 204, 205, 210

GEOL 101, 102

HIST 101, 102, 103, 104, 204, 205, 206, 211, 213, 214, 216, 217, 230

HUM 101, 102

KINS 110, 120, 121, 122, 127, 131, 150, 221, 226, 230, 231, 235, 240, 245, 275, 291

LAW 294

MATH 100, 101, 102, 103, 104, 105, 165, 190, 201, 202, 203, 204, 205, 215

NRES 255, 265, 266, 267, 285, 290, 299

OASW 102

PHIL 101, 102, 106, 107, 110, 205, 210, 220, 221, 230, 235

PHYS 101, 102, 105, 106, 204, 205, 211, 212

PSCI 131

PSYC 101, 102, 103, 105, 106, 201, 202, 203, 204, 205, 206, 207, 209, 210, 211, 212

SOC 101, 102, 120, 201, 202, 203, 204, 206, 220, 225, 230, 240, 250

WMST 101, 102

The parties agree to update the list of Arts and Science Courses annually on April 1st, or the publication date of the College Calendar, whichever occurs later

10.1.4 Type 1(b) faculty employees shall work primarily as instructors or laboratory demonstrators in:

- Aboriginal Early Childhood Education
- Accounting and Finance Diploma
- Applied Leadership Certificate
- Business Administration
- Business Management Certificate and Diploma
- Computer Information Systems
- Construction Management
- Early Childhood Education
- Electronics
- Engineering Technology
- Engineering Design Technology
- Hospitality Administration
- Human Resource Management Program
- Maintenance Management Program
- Native Social Work Development Program
- Northern Outdoor Recreation & Ecotourism
- Outreach Advocacy & Support Worker
- Social Services Worker
- Wood Technology

This includes all courses required in order to receive the College of New Caledonia Diploma or Certificate in the above programs subject to 10.1.1.

10.1.5 Type 1(c) faculty employees shall work primarily as instructors or laboratory demonstrators in:

- Dental Assisting
- Dental Hygiene
- Health Care Assistant
- Medical Laboratory Technology Science (MLTS)
- Medical Radiography Technology
- Practical Nursing
- Sterile Processing Technician Certificate Program

This includes all courses required in order to receive the College of New Caledonia Diploma or Certificate in the above programs subject to 10.1.1.

- 10.1.6 Type 1(d) faculty employees shall work primarily as instructors in:  
Northern Collaborative Baccalaureate Nursing Program (“NCBNP”)
- 10.1.7 Type 2 faculty employees shall work primarily as instructors in:  
Adult Special Education  
Applied Business Technology  
Bookkeeping  
Centre for Student Success  
College and Career Preparation  
Computerized Bookkeeping  
Computer/Network Electronics Technician  
Electronics Technician Common Core  
English Language Training  
Life Skills  
Nursing Unit Clerk Certificate Program  
Pulp and Paper Operations Program  
VALT
- 10.1.8 Type 3 faculty employees shall work primarily as instructors in:  
Auto Mechanical Repair  
Automotive Service  
Carpentry  
Cooperative Advanced Apprenticeship Training  
Electrical  
Entry Level Training  
Heavy Duty Mechanics  
Machinist  
Metal Fabrication  
Millwrighting  
Mining Industry Certificate  
Planer Mill Operator  
Plumbing  
Power Engineering  
Professional Cook Training  
Welding  
Safety and First Aid

- 10.1.9 Type 4 faculty employees shall work primarily
- a. in: Athletics/Recreation
  - b. as: Counsellors  
Librarians  
Study Skills Instructors  
Disability Support Services Faculty  
Distance Learning Faculty  
Extension Forester  
Speech/Language Pathologist  
Physical Therapist  
Occupational Therapist  
Curriculum Developers

10.2 Workload for Type 1(a) Faculty Employees

10.2.1 A faculty employee teaching a workload of twelve (12) or more instructional hours per week, including equivalent duties provided for in this Agreement (see 2.4.1, 4.7, 5.6, 10.10, 10.2.11, 10.14, 10.15, and 10.17) is a full-time faculty employee.

10.2.2 A full-time faculty employee, other than a laboratory demonstrator, may be required during each teaching semester to instruct in his/her area of competence only one of the following: either

- a. a maximum of fifteen (15) lecture or seminar hours per week; or
- b. a maximum of sixteen (16) hours per week where at least one (1) laboratory or tutorial hour per week is taught in combination with lecture or seminar hours, where the laboratory section is directly associated with one of the lecture/seminar sections; or
- c. a maximum of eighteen (18) hours per week where more than three (3) laboratory hours per week are taught; or
- d. a maximum of eighteen (18) hours per week where two (2) or three (3) laboratory hours per week are taught in combination with lecture or seminar hours providing the faculty employee agrees and providing the student enrolment on the first day of classes was on the average less than 60% full for the classes taught by the faculty employee concerned; or



- e. a maximum of twelve (12) lecture or seminar hours per week where four (4) three-hour per week lecture or seminar preparations, or their equivalent, are taught; or
- f. a maximum of fifteen (15) lecture or seminar hours per week and an additional three (3) laboratory or tutorial hours per week where no more than two (2) three-hour per week preparations, or their equivalent, are taught.

These workloads may be altered only with the written agreement of the Faculty Association.

10.2.3 A full-time laboratory demonstrator may be required during one teaching semester to instruct no more than twenty-one (21) hours per week, and in the remainder of the teaching semester(s) no more than eighteen (18) hours per week in his/her area of competence.

10.2.4 At any given time during a teaching semester, a full-time faculty employee, other than laboratory demonstrator, shall not be assigned:

- a. more than four (4) three-hour per week lecture or seminar preparations or their equivalent;
- b. more than three (3) three-hour per week lecture or seminar preparations if two or more of the preparations are for courses with no laboratory/clinical component which the faculty employee has not taught in the previous three years.
- c. more than three (3) three-hour per week lecture or seminar preparations if one or more of the preparations is for a course with a laboratory/clinical component which the faculty employee has not taught at the College in the previous three years.
- d. more than five (5) three-hour per week course sections or their equivalent (excluding laboratory sections);
- e. more than three (3) three-hour per week course sections or their equivalent of any one course;

f. laboratory sections of more than one course for which he/she is not teaching a lecture section.

10.2.5 Each hour of a self-instructional course, as described in Article 9.2, shall be considered the equivalent of a laboratory hour in calculating a full-time faculty employee's workload. It is intended that the actual work for the faculty employee involved in a three-hour self-instructional course shall be approximately the same as the work involved in the preparation, marking, and delivery of a three-hour laboratory section. Such a workload shall not include more than two different self-instructional courses at any one time. Each self-instructional course shall not require more than two student-contact hours per week of the faculty employee's time.

10.2.6 Any dispute between a full-time faculty employee and the appropriate administrator concerning credit for any workload resulting from the presentation of a self-instructional course shall be resolved prior to the commencement of the course. Such resolution requires the written approval of the faculty employee.

10.2.7 With the written agreement of the full-time faculty employee, the total number of instructional hours or course preparations per week may be varied in different weeks so long as the average number of hours or course preparations per week does not exceed the appropriate maxima in 10.2.2, 10.2.3, 10.2.4 or 10.2.5. This does not prevent the assignment, in any one semester, of a workload which is at or below the appropriate maxima set out in 10.2.2, 10.2.3, 10.2.4, or 10.2.5.

For the purpose of this sub-article, the number of instructional hours or course preparations shall be the average number taken over the two teaching semesters of the working year.

10.2.8 A full-time faculty employee shall be available to students for consultation for five (5) scheduled office hours per week. A regular part-time faculty employee shall have pro-rated office hours. Effective January 1, 2018 a part-time or non-regular part-time Faculty Employee shall receive three (3) office hours for each lecture section where the class is scheduled for forty-five (45) or more lecture hours. The faculty employee shall submit the times of his or her office hours to his or her educational administrator on request.

10.2.9 Full-time faculty employees with no previous teaching experience shall be given three or fewer preparations in their first year of teaching.

- 10.2.10 An overload is a workload in excess of the maxima designated in 10.2.2, 10.2.3, 10.2.4, or the overall student load referred to in 10.2.13. Overloads shall be undertaken only in exceptional circumstances and are not a long-term solution. An overload shall be permitted only upon written agreement between the faculty employee and his or her educational administrator. A faculty employee teaching an overload shall receive payment at the overload rate. No more than the maximum number of students allowed per section under 10.2.13 may be enrolled in any section taught as an overload. Such an overload allows for an increase in the overall student load referred to in 10.2.13 but the overall student load must not exceed 175 students at any given time.
- 10.2.11 Full-time faculty employees who have a teaching load of less than twelve (12) hours per week may be required by their educational administrator to carry out other duties subject to 4.2, 4.7, 5.6, and 10.10. Article 10.11 (Non-Teaching Functions) is not applicable in this event. For the purposes of evaluation only (Article 7), non-teaching assignments shall be considered on a proportional basis to the amount of maximum teaching load and shall not exceed 40% consideration in any event. Such assignments are not to be used in place of or for discipline, or as a substitute for a coordinator's appointment.
- 10.2.12 At any time during a teaching semester, a faculty employee shall not be assigned a teaching schedule which includes:
- a. more than three (3) consecutive lecture or seminar hours; or more than four (4) consecutive lecture-laboratory, seminar-laboratory, or back-to-back laboratory hours without a half (1/2) hour break;
  - b. more than eight (8) instructional or six (6) lecture hours per calendar day;
  - c. a teaching responsibility which commences before 10:00 hours on the day following an evening lecture, seminar or laboratory section which terminates after 21:00 hours;
  - d. a working day consisting of more than twelve (12) hours from the beginning of the first work assignment to the end of the last work assignment;
  - e. more than two (2) evening classes per week for full-time faculty employees only (for the purpose of this sub-article "evening classes" shall refer to those classes where scheduled instruction continues past 19:00 hours);

without the prior written permission of the full-time or regular part-time faculty employee. In the case of probationary and sessional appointees, the permission of the Faculty Association is also required. In the case of part-time faculty who are not regularized, sections a-d above shall not be altered.

The teaching schedule of a part-time faculty employee shall include at least one forty-eight (48) hour break in each seven working days.

10.2.13 Except for self-instructional courses,

- a. no more than 37 students shall be allowed per section;
- b. no more than 25 students shall be allowed per technical writing section;
- c. no more than 20 students shall be allowed per university transfer lab or writing section. Maximum lab sizes for technical/career courses shall be determined by the appropriate educational administrator in consultation with the faculty employees having due regard for available facilities and course objectives.

With the regular employee's written permission, the class size may be increased by 5 students. In the case of probationary, sessional, and part-time appointees who are not regularized or when the class size is to exceed the maximum by more than 5, the written permission of the Faculty Association is also required.

For full-time faculty, but excluding University Transfer English instructors, the overall student load shall be 145 students averaged between the two teaching semesters, but must not exceed 150 students at any given time. For full-time University Transfer English instructors the overall student load shall be 135 students averaged between the two teaching semesters, but must not exceed 140 students at any given time. (For the purpose of this sub-article, student load calculations shall be based on enrolment data two weeks subsequent to the commencement of classes.)

For full-time laboratory demonstrators, the overall student load shall be 120 students averaged between the two teaching semesters, but must not exceed 125 students at any given time.

- 10.2.14 For part-time faculty the overall student load must not exceed 100 students at any given time.
- For part-time laboratory demonstrators the overall student load must not exceed 80 students at any given time.
- 10.2.15 The above student loads are based on 3 hour per week sections and shall be pro-rated for any variation in section duration, and in the case of University Transfer English a combination of other disciplines.
- 10.2.16 Type 1(a) regular faculty employees shall be expected to devote the balance of the working year not set aside for vacation or professional development to other College activities such as teaching short courses up to a total of ten (10) hours, lecture or laboratory preparation, committee assignments, inventory or library research (subject to 4.1, 4.2, 4.7).
- 10.2.17 Part-time faculty employees who are not regularized shall be entitled to preparation time. Preparation time shall be calculated at the rate of five percent (5%) of regular scheduled hours (5.7c), and shall be added at the commencement of the appointment.
- 10.2.18 The maximum number of students allowed per section in new professional programs shall be negotiated by the College and the Faculty Association according to requirements established by the relevant professional body. If mutual agreement cannot be reached, the issue shall be resolved through the grievance and arbitration procedure (Article 3), beginning at the second stage (Article 3.4.2).
- 10.2.19 For full-time faculty employees "teaching semester" applies to the Type 1(a) workload classification (10.2) and denotes the fifteen (15) to sixteen (16) week period of scheduled classes (including exams and field work) falling between August 15 and December 20 and between January 1 and May 15. With the faculty employee's written permission, the College may assign a workload which is equivalent to the teaching load specified in Type 1, but which is not subject to the dates specified in the afore-mentioned articles. In the case of probationary and sessional appointees the permission of the Faculty Association is also required.
- 10.2.20 A full-time faculty employee may be expected to teach courses with an extended semester of up to twenty (20) weeks. For an extension of up to fifteen (15) workload hours, such a faculty employee shall receive five (5) consecutive working days additional vacation between the fall and spring semesters; the days shall be at the

faculty employee's discretion within that period. The faculty employee shall receive an equivalent workload reduction or payment at the overload rate for each additional workload hour in excess of fifteen (15) hours.

10.2.21 A full-time faculty employee may teach a combination of Type 1(a), Type 1(b) and Type 1(c) workload classifications. Workload limits specified in 10.2, 10.3, and 10.4 shall be pro-rated according to the classification and shall not exceed 100% in total.

### 10.3 Workload for Type 1(b) Faculty Employees

10.3.1 A faculty employee teaching a workload of twelve (12) or more Type 1(b) instructional hours per week, including equivalent duties provided for in this Agreement (see 2.4.1, 4.7, 5.6, 10.3.11, 10.10, 10.14, 10.15 and 10.17) is a full-time faculty employee.

10.3.2 A full-time faculty employee, other than a laboratory demonstrator, may be required during each teaching year to instruct in his/her area of competence only one of the following: Either

- a. a maximum of fifteen (15) lecture or seminar hours per week; or
- b. a maximum of eighteen (18) hours per week where more than three (3) laboratory hours per week are taught; or
- c. a maximum of eighteen (18) hours per week where no more than fifteen (15) lecture or seminar hours consisting of four (4) sections or fewer are taught in combination with directly associated laboratory hours; or
- d. a maximum of twelve (12) lecture or seminar hours per week where four (4) three-hour per week lecture or seminar preparations, or their equivalent are taught.

These workloads may be altered only with the written permission of the Faculty Association.

10.3.3 A full-time laboratory demonstrator may be required during one teaching semester to instruct no more than twenty-one (21) hours per week, and in the remainder of the teaching semester(s) no more than eighteen (18) hours per week in his/her area of competence.

- 10.3.4 At any given time during a teaching year, a Type 1(b) full-time faculty employee, other than a laboratory demonstrator, shall not be assigned:
- a. more than four (4) three-hour per week lecture or seminar preparations or their equivalent;
  - b. more than three (3) three-hour per week lecture or seminar preparations if two or more of the preparations are for courses with no laboratory/clinical component which the faculty employee has not taught in the previous three years.
  - c. more than three (3) three-hour per week lecture or seminar preparations if one or more of the preparations is for a course with a laboratory/clinical component which the faculty employee has not taught at the College in the previous three years.
  - d. more than five (5) three hour per week course sections or their equivalent (excluding laboratory sections);
  - e. more than three (3) three-hour per week course sections or their equivalent of any one course;
  - f. laboratory sections of more than one course for which he/she is not teaching a lecture section.
- 10.3.5 Each hour of a self-instructional course, as described in Article 9.2, shall be considered the equivalent of a laboratory hour in calculating a full-time faculty employee's workload. It is intended that the actual work for the faculty employee involved in a three-hour self-instructional course shall be approximately the same as the work involved in the preparation, marking, and delivery of a three-hour laboratory section. Such a workload shall not include more than two different self-instructional courses at any one time. Each self-instructional course shall not require more than two student-contact hours per week of the faculty employee's time.
- 10.3.6 Any dispute between a full-time faculty employee and the appropriate administrator concerning credit for any workload resulting from the presentation of a self-instructional course shall be resolved prior to the commencement of the course. Such resolution requires the written approval of the faculty employee.

10.3.7 With the written agreement of the full-time faculty employee, the total number of Type 1(b) instructional hours or course preparations per week may be varied in different weeks so long as the average number of hours or course preparations per week does not exceed the appropriate maxima in 10.3.2, 10.3.3, 10.3.4 or 10.3.5. This does not prevent the assignment, in any one semester, of a workload which is at or below the appropriate maxima set out in 10.3.2, 10.3.3, 10.3.4, or 10.3.5.

For the purpose of this sub-article, the number of instructional hours or course preparations shall be the average number taken over the teaching year.

10.3.8 A full-time faculty employee shall be available to students for consultation for five (5) scheduled office hours per week. A regular part-time faculty employee shall have pro-rated office hours. Effective January 1, 2018 a part-time or non-regular part-time Faculty Employee shall receive three (3) office hours for each lecture section where the class is scheduled for forty-five (45) or more lecture hours. The faculty employee shall submit the times of his or her office hours to his or her educational administrator on request.

10.3.9 Full-time faculty employees with no previous teaching experience shall be given three or fewer preparations in their first year of teaching.

10.3.10 An overload is a workload in excess of the maxima designated in 10.3.2, 10.3.3, 10.3.4, or the overall student load referred to in 10.3.13. Overloads shall be undertaken only in exceptional circumstances and are not a long-term solution. An overload shall be permitted only upon written agreement between the faculty employee and his or her educational administrator. A faculty employee teaching an overload shall receive payment at the overload rate. No more than the maximum number of students allowed per section under 10.3.13 may be enrolled in any section taught as an overload. Such an overload allows for an increase in the overall student load referred to in 10.3.13 but the overall student load must not exceed 175 students at any given time.

10.3.11 Type 1(b) full-time faculty employees who have a teaching load of less than twelve (12) hours per week may be required by their educational administrator to carry out other duties subject to 4.2, 4.7, 5.6, and 10.10. Article 10.11 (Non-Teaching Functions) is not applicable in this event. For the purposes of evaluation only (Article 7), non-teaching assignments shall be considered on a proportional basis to the amount of maximum teaching load and shall not exceed 40% consideration in any



event. Such assignments are not to be used in place of or for discipline, or as a substitute for a Coordinator's appointment.

10.3.12 At any time during a teaching semester, a faculty employee shall not be assigned a teaching schedule which includes:

- a. more than three (3) consecutive lecture or seminar hours; or more than four (4) consecutive lecture-laboratory, seminar-laboratory, or back-to-back laboratory hours without a half (1/2) hour break;
- b. more than eight (8) instructional or six (6) lecture hours per calendar day;
- c. a teaching responsibility which commences before 10:00 hours on the day following an evening lecture, seminar or laboratory section which terminates after 21:00 hours;
- d. a working day consisting of more than twelve (12) hours from the beginning of the first work assignment to the end of the last work assignment;
- e. more than two (2) evening classes per week for full-time faculty employees only (for the purpose of this sub-article "evening classes" shall refer to those classes where scheduled instruction continues past 19:00 hours);

without the prior written permission of the regular faculty employee. In the case of probationary and sessional appointees, the permission of the Faculty Association is also required. In the case of a part-time faculty employee who has not been regularized, sections a-d above shall not be altered.

The teaching schedule of a part-time faculty employee shall include at least one forty-eight (48) hour break in each seven working days.

10.3.13 Except for self-instructional courses,

- a. no more than 37 students shall be allowed per section;
- b. no more than 25 students shall be allowed per technical writing or communication section;

- c. no more than 24 full-time and 6 part-time students shall be allowed per Early Childhood Education Basic Program section; no more than 24 students shall be allowed for Early Childhood Education Post-basic Program section;
- d. the ratio of instructors to students in clinical and practicum situations shall not exceed 1:18 for Social Service Worker Program; 1:10 for Early Childhood Education 190 (levels 1-2); and 1:5 for Early Childhood Education 199 (levels 3-4).
- e. Maximum lab sizes for technical/career courses shall be determined by the appropriate educational administrator in consultation with the faculty employees having due regard for available facilities and course objectives; except for Fundamental Employment Skills, in no case shall the maximum exceed 20 students.
- f. In the following courses, the enrolment maxima will be twenty-eight (28) students for both lecture and laboratory sections:

ENDT 150	Technology Graphics
ENDT 163	Mechanical Technology 1
ENDT 171	Civil Tech 1
ENDT 172	Building Technology 1
ENDT 173	Mechanical Technology 2

With the regular faculty employee's written permission, the class size in 10.3.13(a), 10.3.13(b), or 10.3.13(e) may be increased by 5 students. In the case of probationary and sessional appointees and in the case of 10.3.13(c) or when the class size is to exceed the maxima by more than 5, the written permission of the Faculty Association is also required.

- 10.3.14 With written permission of the part-time faculty employee who has not been regularized, and with the written permission of the Faculty Association, the class size in a, b, c, or e above may be increased by 5 students.

For full-time faculty the overall student load shall be 145 students averaged over the teaching year, but must not exceed 150 students at any given time.

(For the purpose of this sub-article, student load calculations shall be based on enrolment data two weeks subsequent to the commencement of classes.)

For full-time laboratory demonstrators, the overall student load shall be calculated by multiplying the maximum lab size by six (6) sections, averaged between the teaching semesters.

- 10.3.15 For part-time faculty the overall student load must not exceed 100 students at any given time.
- 10.3.16 The above student loads are based on 3 hour per week sections and shall be pro-rated for any variation in section duration.
- 10.3.17 All Type 1(b) full-time faculty employees shall receive a minimum of fifteen (15) working days of preparation time per working year. A regular part-time faculty employee shall have pro-rated preparation time. This fifteen (15) day period shall be free of instructional duties other than those normally associated with the preparation of courses (4.2.6).
- 10.3.18 Part-time faculty employees who are not regularized shall be entitled to preparation time. Preparation time shall be calculated at the rate of five percent (5%) of regular scheduled hours (5.7c), and shall be added at the commencement of the appointment.
- 10.3.19 The maximum number of students allowed per section in new professional programs shall be negotiated by the College and the Faculty Association according to requirements established by the relevant professional body. If mutual agreement cannot be reached, the issue shall be resolved through the grievance and arbitration procedure (Article 3), beginning at the second stage (Article 3.4.2).
- 10.3.20 For full-time faculty employees in Type 1(b) programs the teaching year denotes a maximum of thirty four (34) instructional weeks (including exam and field work) falling between August 15 and June 15.

With the full-time faculty employee's written permission, the College may assign a workload which is equivalent to the teaching load specified in Type 1, but which is not subject to the dates specified in the afore-mentioned articles. In the case of probationary and sessional appointees the permission of the Faculty Association is also required.

10.3.21 A full-time faculty employee may teach a combination of Type 1(a), Type 1(b) and Type 1(c) workload classifications. Workload limits specified in 10.2, 10.3 and 10.4 shall be pro-rated according to the classification and shall not exceed 100% in total.

10.3.22 For full-time faculty employees there shall be a maximum of five hundred and ten (510) hours of lecture or seminar hours per teaching year (including exams and field work). If laboratory and/or practicum supervision hours are also assigned (subject to 10.3.2), there shall be a maximum of six hundred and twelve (612) lecture, seminar, laboratory hours and practicum supervision hours available for assignment (including exams and field work).

#### 10.4 Workload for Type 1(c) Faculty Employees

10.4.1 A faculty employee teaching a workload of twelve (12) or more Type 1(c) instructional hours per week in the Medical Radiology Technology (MRT) and the Medical Laboratory Technology Science (MLTS) Program and the Dental Hygiene Program, or fourteen (14) or more hours per week in the Dental Assisting Program, or sixteen (16) or more hours per week in the Practical Nursing Programs, or eighteen (18) or more hours per week in the Health Care Assistant Program, in each case including equivalent duties provided for in this Agreement (see 2.4.1, 4.7, 5.6, 10.4.11, 10.10 10.14, 10.15 and 10.17) is a full-time faculty employee.

10.4.2 A full-time faculty employee, other than a laboratory demonstrator, may be required during each teaching year to instruct in his/her area of competence only one of the following:

- a. for instructors in the Dental Hygiene Program, a maximum average of eighteen (18) scheduled hours of classroom teaching and/or practicum and clinical supervision and/or laboratory teaching per week, provided there are no more than nineteen (19) scheduled hours in any one week. For the purpose of this sub-article, maximum average shall be an average over the teaching year.
- b. for instructors in the Dental Assisting Program, a maximum average of twenty-two (22) scheduled hours of classroom teaching and/or practicum and clinical supervision and/or laboratory teaching per week, providing there are no more than twenty-four (24) scheduled hours in any one week. For the purpose of this sub-article, maximum average shall be an average over the teaching year.

- c. for instructors in the Health Care Assistant Program, a maximum of twenty-five (25) scheduled hours of classroom teaching and/or practicum and clinical supervision per week.
- d. for instructors in the Practical Nursing Program:
  - i. a maximum average of twenty (20) scheduled hours of classroom teaching, and/or laboratory teaching per week;
  - ii. a maximum average of thirty-two (32) hours per week for practicum and/or clinical supervision only in terms 1, 2, 3 and 4 for Consolidated Practice Experience clinical courses. (This time shall include travel time between sites and the College, student placement, meetings and report writing);
  - iii. a maximum average of 25 hours per week for preceptorship (This time shall include travel time between sites and the College, student placement, meetings and report writing).

These workloads may be altered only with the written agreement of the Faculty Association.

- e. for instructors in the MLTS program:
  - i. a maximum average of eighteen (18) scheduled hours of classroom teaching and/or laboratory teaching per week, provided there are no more than twenty (20) scheduled teaching and/or laboratory hours per week for those instructional staff engaged only in the delivery of first year curriculum. For the purpose of this sub-article, maximum average shall be an average over the teaching year; or
  - ii. The second year practicum supervisor shall have a maximum of seven (7) scheduled hours of classroom teaching and/or laboratory teaching per week in the delivery of the first year of the curriculum.

- iii. The summer practicum supervisor shall have a maximum average of eighteen (18) scheduled hours of classroom teaching and/or laboratory teaching per week, provided there are no more than twenty (20) scheduled hours. For the purposes of this sub-article, maximum average shall be an average over the number of weeks the summer practicum supervisor is engaged only in teaching in the delivery of the first year of the curriculum.

These workloads may be altered only with the written agreement of the Faculty Association.

- f. In determining a full-time MLTS faculty employee's annual workload, and specifically the fulfillment of the maximum hours as set out at Article 10.4.22 the Dean or designate, in consultation with the faculty employee, will give consideration to the employee's responsibilities for leading the laboratory portion of one or more courses during the teaching year, and specifically will consider factors such as the extent of the coordination of laboratory activities and other laboratory instructors, and laboratory objectives and evaluation methods. A faculty member may be assigned a maximum of 150 lead lab hours per year.
- g. for instructors in the MRT program:
  - i. a maximum average of eighteen (18) scheduled hours of classroom teaching and/or laboratory teaching per week, provided there are no more than nineteen (19) scheduled teaching and/or laboratory hours per week. For the purpose of this sub-article, maximum average shall be an average over the teaching year; or
  - ii. The instructor with clinical practicum supervision responsibility shall have a maximum average of nine (9) scheduled hours of classroom teaching and/or laboratory teaching per week, provided there are no more than ten (10) scheduled teaching and/or laboratory hours per week. For the purpose of this sub-article, maximum average shall be an average over the teaching year; or

- iii. The instructor with PACS/RADICL Lead responsibility shall have a maximum average of nine (9) scheduled hours of classroom teaching and/or laboratory teaching per week, provided there are no more than ten (10) scheduled teaching and/or laboratory hours per week. For the purpose of this sub-article, maximum average shall be an average over the teaching year.

10.4.3 A full-time laboratory demonstrator may be required during one teaching semester to instruct no more than twenty-one (21) hours per week, and in the remainder of the teaching semester(s) no more than eighteen (18) hours per week in his/her area of competence.

10.4.4 At any given time during a teaching year, a Type 1(c) full-time faculty employee, other than a laboratory demonstrator, shall not be assigned:

- a. more than four (4) three-hour per week lecture or seminar preparations or their equivalent;
- b. more than three (3) three-hour per week lecture or seminar preparations if two (2) or more of the preparations are for courses with no laboratory/clinical component which the faculty employee has not taught in the previous three years;
- c. more than three (3) three-hour per week lecture or seminar preparations if one (1) or more of the preparations is for a course with a laboratory/clinical component which the faculty employee has not taught at the College in the previous three years;
- d. more than five (5) three hour per week course sections or their equivalent (excluding laboratory sections);
- e. more than three (3) three-hour per week course sections or their equivalent of any one course;
- f. laboratory sections (excluding clinic) for which he/she is not teaching a lecture section, except for Dental Hygiene, Practical Nursing and MLTS. A faculty employee in Dental Hygiene and Practical Nursing may be assigned a maximum of two (2) laboratory sections (excluding clinic) for which he/she

is not teaching a lecture section. A MLTS faculty member may be assigned a total of 280 hours of non-lead lab hours.

10.4.5 a. Each hour of a self-instructional course, as described in Article 9.2, shall be considered the equivalent of a laboratory hour in calculating a full-time faculty employee's workload. It is intended that the actual work for the faculty employee involved in a three-hour self-instructional course shall be approximately the same as the work involved in the preparation, marking, and delivery of a three-hour laboratory section. Such a workload shall not include more than two different self-instructional courses at any one time. Each self-instructional course shall not require more than two student-contact hours per week of the faculty employee's time.

b. For the purposes of the MLTS program, the supervision of students in self-instructional theory review and practicum courses will be the shared responsibility of the practicum/course supervisor and the preceptor (who shall be an employee of the host site medical laboratory and who will have participated in College delivered preceptor training) and as supported by first year course content instructional employees (see 10.4.5c below).

The second year practicum supervisor shall have 60% release time per week for practicum and course supervision including travel time between sites and the College, student placement, meetings, and report writing.

The summer practicum supervisor shall have 35% release for summer practicum and course supervision including travel time between sites and the College, student placement, meetings, and report writing.

c. In addition to the maximums set out in Article 10.4.2.f.i, employees delivering course content in Year 1 of the MLTS program will provide up to five hours per year of practicum and self-instructional theory course review time to support students in Year 2 of the program who have course content questions arising out of Year 1 course content.

10.4.6 Any dispute between a full-time faculty employee and the appropriate administrator concerning credit for any workload resulting from the presentation of a self-instructional course shall be resolved prior to the commencement of the course. Such resolution requires the written approval of the faculty employee.

10.4.7 With the written agreement of the full-time faculty employee, the total number of Type 1(c) instructional hours or course preparations per week may be varied in different weeks so long as the average number of hours or course preparations per



week does not exceed the appropriate maxima in 10.4.2, 10.4.3, 10.4.4 or 10.4.5. This does not prevent the assignment, in any one instructional period, of a workload which is at or below the appropriate maxima set out in 10.4.2, 10.4.3, 10.4.4, or 10.4.5.

For the purpose of this sub-article, the number of instructional hours or course preparations shall be the average number taken over the teaching year.

- 10.4.8 A full-time faculty employee shall be available to students for consultation for five (5) scheduled office hours per week. A regular part-time faculty employee shall have pro-rated office hours. Effective January 1, 2018 a part-time or non-regular part-time Faculty Employee shall receive three (3) office hours for each lecture section where the class is scheduled for forty-five (45) or more lecture hours. The faculty employee shall submit the times of his/her office hours to the appropriate educational administrator on request. This requirement does not apply when a faculty employee is out on full-time practicum assignments.
- 10.4.9 Full-time faculty employees with no previous teaching experience shall be given three or fewer preparations in their first year of teaching.
- 10.4.10 An overload is a workload in excess of the maxima designated in 10.4.2, 10.4.3, 10.4.4, or the overall student load referred to in 10.4.13. Overloads shall be undertaken only in exceptional circumstances and are not a long-term solution. An overload shall be permitted only upon written agreement between the faculty employee and his or her educational administrator. A faculty employee teaching an overload shall receive payment at the overload rate. No more than the maximum number of students allowed per section under 10.4.13 may be enrolled in any section taught as an overload. Such an overload allows for an increase in the overall student load referred to in 10.4.13 but the overall student load must not exceed 175 students at any given time.
- 10.4.11 Type 1(c) full-time faculty employees who have a teaching load of less than twelve (12) hours per week in the MLTS Program, or the Dental Hygiene Program, or fourteen (14) hours per week in the Dental Assisting Program, or sixteen (16) hours per week in the Practical Nurse Program, or eighteen (18) hours per week in the Health Care Assistant Program may be required by their educational administrator to carry out other duties subject to 4.2, 4.7, 5.6, and 10.10. Article 10.11 (Non-Teaching Functions) is not applicable in this event. For the purposes of evaluation only (Article 7), non-teaching assignments shall be considered on a

proportional basis to the amount of maximum teaching load and shall not exceed 40% consideration in any event. Such assignments are not to be used in place of or for discipline, or as a substitute for a Coordinator's appointment.

10.4.12 At any given time during a teaching semester, a faculty employee shall not be assigned a teaching schedule which includes:

- a. more than three (3) consecutive lecture or seminar hours; or more than four (4) consecutive lecture-laboratory, seminar-laboratory, or back-to-back laboratory hours (excluding clinic) without a half (1/2) hour break;
- b. more than eight (8) instructional or six (6) lecture hours per calendar day;
- c. a teaching responsibility which commences before 10:00 hours on the day following an evening lecture, seminar or laboratory section which terminates after 21:00 hours;
- d. a working day consisting of more than twelve (12) hours from the beginning of the first work assignment to the end of the last work assignment;
- e. more than two (2) evening classes per week for full-time faculty employees only (for the purpose of this sub-article "evening classes" shall refer to those classes where scheduled instruction continues past 19:00 hours);

without the prior written permission of the regular faculty employee. In the case of probationary and sessional appointees, the permission of the Faculty Association is also required. In the case of part-time employee(s) who are not regularized, sections a-d above shall not be altered.

The teaching schedule of a part-time faculty employee shall include at least one forty-eight (48) hour break in each seven working days.

10.4.13 Except for self-instructional courses,

- a. no more than 37 students shall be allowed per section except in the instance of team teaching;
- b. no more than 24 students shall be allowed per section in Dental Assisting except in the instance of team teaching;

- c. the ratio of instructors to students in clinical and practicum situations involving direct supervision shall not exceed:
- i. 1:8 for Practical Nurse Program;
  - ii. 1:10 for Health Care Assistant Program;
  - iii. 1:8 for the Dental Assisting Program;
  - iv. 1:5 for the Dental Hygiene Program in semesters one and two, intersession one and semesters three and four; ratios for intersession two shall be set by mutual agreement of the Dental Hygiene faculty employees and their supervisor, having due regard for the available facilities, the course objectives, the abilities of the students, and the nature of the clients.
  - v. 1:24 for the second year practicum supervisor MLTS Programme. This ratio may increase to 1:36 for the summer practicum supervisor MLTS Programme to accommodate the first year intersession practicum.
  - vi. 1:16 for the Medical Radiology Technology Program
- d. ratio of instructors to students in laboratory sections shall be set by mutual agreement of the faculty employees and their educational administrator having due regard for the available facilities, the course objectives, and the abilities of the students.

With the regular faculty employee's written permission, the class size in 10.4.13(a) or 10.4.13(b), may be increased by 5 students. In the case of part-time (who are not regularized), probationary, and sessional appointees or when the class size is to exceed the maxima by more than 5, the written permission of the Faculty Association is also required.

- 10.4.14 For full-time faculty the overall student load shall be 145 students averaged over the teaching year, but must not exceed 150 students at any given time. For MLTS faculty, lead labs will count toward the faculty student load.

(For the purpose of this sub-article, student load calculations shall be based on enrolment data two weeks subsequent to the commencement of classes.) For MLTS faculty, student load calculations will include lead labs.

For full-time laboratory demonstrators, the overall student load shall be calculated by multiplying the maximum lab size by six (6) sections, averaged between the teaching semesters.

- 10.4.15 For part-time faculty the overall student load must not exceed 100 students at any given time.
- 10.4.16 The above student loads are based on 3 hour per week sections and shall be pro-rated for any variation in section duration.
- 10.4.17 All Type 1(c) full-time faculty employees shall receive a minimum of fifteen (15) working days of preparation time per working year. A regular part-time faculty employee shall have pro-rated preparation time. This 15 day period shall be free of instructional duties other than those normally associated with the preparation of courses (4.2.6).
- 10.4.18 Part-time faculty employees who are not regularized shall be entitled to preparation time. Preparation time shall be calculated at the rate of five percent (5%) of regular scheduled hours (5.7c), and shall be added at the commencement of the appointment.
- 10.4.19 The maximum number of students allowed per section in new professional programs shall be negotiated by the College and the Faculty Association according to requirements established by the relevant professional body. If mutual agreement cannot be reached, the issue shall be resolved through the grievance and arbitration procedure (Article 3), beginning at the second stage (Article 3.4.2).
- 10.4.20
- a. For full-time faculty employees a teaching year denotes a maximum of thirty-five (35) instructional weeks (including exam and field work) falling between August 15 and June 15.
  - b. With the full-time faculty employee's written permission, the College may assign a workload which is equivalent to the teaching load specified in Type 1, but which is not subject to the dates specified in the afore-mentioned articles. In the case of probationary and sessional appointees the permission of the Faculty Association is also required.

- c. For full-time Medical Radiology Technology faculty employees a teaching year denotes a maximum of thirty-five (35) instructional weeks (including exam and field work) falling between August 1 and July 31.
- d. For full-time Medical Laboratory Technology faculty employees a teaching year denotes a maximum of thirty-five (35) instructional weeks (including exam and field work) falling between August 1 and July 31.
- e. For full-time Practical Nurse faculty employees a teaching year denotes a maximum of thirty-five (35) instructional weeks (including exam and field work) falling between August 1 and July 31.

10.4.21 A full-time faculty employee may teach a combination of Type 1(a), Type 1(b) Type 1(c) and Type 1(d) workload classifications. Workload limits specified in 10.2, 10.3, 10.4 and 10.5 shall be pro-rated according to the classification and shall not exceed 100% in total.

10.4.22 For full-time instructors in the Dental Hygiene Programs there shall be a maximum of five hundred ten (510) hours of lecture or seminar hours per teaching year (including exams and field work). Additional laboratory and/or practicum supervision hours may also be assigned, in which case there shall be a total maximum of six hundred twelve (612) lecture, seminar, laboratory hours and practicum supervision hours available for assignment (including exams and field work). For full-time instructors in the Practical Nurse Program there shall be a maximum of seven hundred (700) hours of classroom, laboratory, practicum and clinical supervision per teaching year. For full-time instructors in the Dental Assisting Program there shall be a maximum of seven hundred fifty (750) hours of classroom teaching and/or practicum and clinical supervision per teaching year. For full-time instructors in the MLTS Program, there shall be a maximum of six-hundred and thirty-five (635) hours of classroom, laboratory, and course review (per Article 10.4.5.c) time per teaching year. For full-time instructors in the MRT Program, there shall be a maximum of six-hundred and thirty-five (635) hours of classroom, laboratory and clinical supervision per teaching year.

#### 10.5 Workload for Type 1(d) Faculty Employees

10.5.1 A faculty employee teaching a workload of twelve (12) or more Type 1(d) instructional hours per week in the NCBNP, including equivalent duties provided for

in the Collective Agreement (see 2.4.1, 4.7, 5.6, 10.10, 10.14, 10.15, and 10.17) is a full-time faculty employee. Instructional hours include lectures, seminars, laboratory instruction, clinical or field work, and practicum supervision.

10.5.2 A full time faculty employee in the NCBNP may be required during the teaching year to instruct in his/her area of competence only one of the following:

- a. maximum of fifteen (15) lecture or seminar hours per week; or
- b. a maximum average of sixteen (16) scheduled hours per week. In any one week, except for Nursing intersession, the maximum shall be twenty (20) scheduled hours. During the Nursing intersession, there shall be a maximum of thirty-two and one-half (32.5) scheduled hours in any one week.

For the purpose of this sub-article, the maximum average shall be an average over the teaching year.

These workloads may be altered only with the written agreement of the Faculty Association.

10.5.3 At any given time during a teaching year, a full-time faculty employee in the NCBNP shall not be assigned:

- a. more than three (3) lecture, seminar, or clinical preparations or their equivalent per semester;
- b. more than one (1) lecture, seminar, or clinical preparation, or equivalent, during the intersession;
- c. more than six (6) lecture, seminar, or clinical preparations, or equivalent, per year;
- d. more than five (5) three-hour per week lecture sections or their equivalent.

10.5.4 Each hour of a self-instructional course, as described in 9.2 (of the Collective Agreement), shall be considered the equivalent of a laboratory hour in calculating a full-time faculty employee's workload. It is intended that the actual work for the faculty employee involved in a three-hour self-instructional course shall be approximately the same as the work involved in the preparation, marking and

delivery of a three-hour laboratory section. Such a workload shall not include more than two different self-instructional courses at any one time. Each self-instructional course shall not require more than two student-contact hours per week of the faculty employee's time.

10.5.5 Any dispute between a full-time faculty employee and the appropriate administrator concerning credit for any workload resulting from the presentation of a self-instructional course shall be resolved prior to the commencement of the course. Such resolution requires the written approval of the faculty employee.

10.5.6 With the written agreement of the full-time faculty employee, the total number of Type 1(d) instructional hours or course preparations per week may be varied in different weeks so long as the average number of hours or course preparations per week does not exceed the appropriate maxima in 10.5.2, 10.5.3 or 10.5.4. This does not prevent the assignment, in any one instructional period, of a workload which is at or below the appropriate maxima set out in 10.5.2, 10.5.3 or 10.5.4.

For the purpose of this sub-article, the number of instructional hours or course preparations shall be the average number taken over the teaching year.

10.5.7 A full-time faculty employee shall be available to students for consultation for five (5) scheduled office hours per week. A regular part-time employee shall have pro-rated office hours. Effective January 1, 2018 a part-time or non-regular part-time Faculty Employee shall receive three (3) office hours for each lecture section where the class is scheduled for forty-five (45) or more lecture hours. The faculty employee shall submit the times of his or her office hours to his or her educational administrator on request.

10.5.8 Full-time faculty employees with no previous teaching experience shall be given three (3) or fewer preparations in their first year of teaching.

10.5.9 An overload is a workload in excess of the maxima designated in 10.5.2, 10.5.3, or the overall student load referred to in 10.5.13. Overloads shall be undertaken only in exceptional circumstances and are not a long-term solution. An overload shall be permitted only upon written agreement between the faculty employee and his or her educational administrator. A faculty employee teaching an overload shall receive payment at the overload rate. No more than the maximum number of students allowed per section under 10.5.12 may be enrolled in any section taught as an overload. Such an overload allows for an increase in the overall student load referred

to in 10.5.13 but the overall student load must not exceed one-hundred-seventy-five (175) students at any given time.

10.5.10 Full-time faculty employees who have a teaching load of less than twelve (12) hours per week may be required by their educational administrator to carry out other duties subject to 4.2, 4.7, 5.6 and 10.10, or may, by mutual agreement of the faculty employee and his or her educational administrator, be assigned Scholarly Activity pursuant to 10.5.22. Article 10.11 (Non-Teaching Functions) is not applicable in this event. For the purposes of evaluation only (Article 7), non-teaching assignments, including Scholarly Activity, shall be considered on a proportional basis to the amount of maximum teaching load and shall not exceed forty percent (40%) consideration in any event. Such assignments are not to be used in place of or for discipline, or as a substitute for a coordinator's appointment.

10.5.11 At any given time during a teaching year, a faculty employee shall not be assigned a teaching schedule which includes:

- a. more than three (3) consecutive lecture or seminar hours; or more than four (4) consecutive lecture-laboratory, seminar-laboratory, or back-to-back laboratory hours (excluding clinical) without a half (½) hour break;
- b. more than eight (8) instructional or six (6) lecture hours per calendar day;
- c. a teaching responsibility which commences before 10: 00 hours on the day following an evening lecture, seminar, or laboratory section which terminates after 21: 00 hours;
- d. a teaching responsibility which commences before 12:00 hours on the day following an evening clinical which is scheduled to terminate after 22:00 hours;
- e. a working day consisting of more than twelve (12) hours from the beginning of the first work assignment to the end of the last work assignment;
- f. more than two (2) evening classes per week for full-time faculty employees only (for the purpose of this sub-article 'evening classes' shall refer to those classes where scheduled instruction continues past 19:00 hours);



- g. more than four (4) evening clinicals per week during intersession for full-time faculty employees only (for the purpose of this sub-article 'evening classes' shall refer to those classes where scheduled instruction continues past 19:00 hours);

without the prior written permission of the regular faculty employee. In the case of probationary and sessional appointees, the permission of the Faculty Association is also required. In the case of part-time faculty who are not regularized, sections a - e above shall not be altered.

The teaching schedule of a part-time faculty employee shall include at least one forty-eight (48) hour break in each of seven working days.

10.5.12 Except for self-instructional courses,

- a. no more than thirty-seven (37) students shall be allowed per section except in the instance of team teaching;
- b. the ratio of instructors to students in clinical and practicum situations involving direct supervision shall not exceed 1:8;
- c. the ratio of instructors to students in:
  - i. communications laboratory sections shall be 1:18;
  - ii. health assessment and clinical laboratory sections shall be 1:10;

With the regular employee's written permission, the class size 10.5.12(a) may be increased by five (5) students. In the case of part-time (who have not been regularized), probationary and sessional appointees or when the class size is to exceed the maxima by more than five (5), the written permission of the Faculty Association is also required.

10.5.13 For full-time faculty employees, the overall student load shall be a maximum of one hundred-thirty-two-point-five (132.5) students averaged over the teaching year, but must not exceed one-hundred-forty (140) students at any given time. For full-time faculty employees teaching lecture sections only, the overall student load must not exceed one-hundred-forty-eight (148) students at any given time. (For the purpose of this sub-article, student load calculations shall be based on enrolment data two weeks subsequent to the commencement of classes.)

- 10.5.14 For part-time faculty the overall student load must not exceed ninety (90) students at any give time.
- 10.5.15 The above student loads are based on 3 hour per week sections and shall be pro-rated for any variation in section duration.
- 10.5.16 All Type 1 (d) full-time faculty employees shall receive a minimum of fifteen (15) working days of preparation time per working year. A regular part-time employee shall have pro-rated preparation time. This fifteen (15) day period shall be free of instructional duties other than those normally associated with the preparation of courses (4.2.6).
- 10.5.17 Part-time faculty employees who are not regularized shall be entitled to preparation time. Preparation time shall be calculated at the rate of five percent (5%) of the regular scheduled hours (5.7c), and shall be added at the commencement of the appointment.
- 10.5.18 The maximum number of students allowed per section in new professional programs shall be negotiated by the College and the Faculty Association according to requirements established by the relevant professional body. If mutual agreement cannot be reached, the issue shall be resolved through the grievance and arbitration procedure (Article 3.4.2).
- 10.5.19 For full-time faculty employees a teaching year denotes a maximum of thirty-five (35) instructional weeks (including exam and field work, which includes clinics) falling between August 15 and June 15.
- With the full-time faculty employee's written permission, the College may assign a workload which is equivalent to the teaching load specified in Type 1 (d), but which is not subject to the dates specified in the afore-mentioned articles. In the case of probationary and sessional appointees the permission of the Faculty Association is also required.
- 10.5.20 A full-time faculty employee may teach a combination of Type 1 (a), Type 1 (b), Type 1 (c), and Type 1 (d) workload classifications. Workload limits specified in 10.2, 10.3,10.4 and 10.5, shall be pro-rated according to the classification and shall not exceed one-hundred percent (100%) in total.

10.5.21 For full-time Type 1 (d) faculty employees there shall be a maximum of five-hundred-thirteen (513) hours of lecture, seminar, laboratory or field work, which includes clinical and practicum supervision, and exams, per teaching year. For full-time Type I(d) faculty employees there shall be a maximum of five-hundred-ten (510) hours of lecture or seminar hours per teaching year (including exams and field work).

10.5.22 Scholarly Activity

- a. Scholarly, research and creative activity shall be directed to the objective of increasing knowledge and understanding, or improving the scholarly competence of the teacher and/or of developing students in the academic disciplines insofar as is reasonably possible.
- b. A full-time faculty employee who has an annual teaching assignment which includes one or more third or fourth year level course(s) shall be required to pursue a program of scholarly activity in that year. For such full-time faculty employees there shall be ninety seven (97) hours credited for scholarly activity which shall constitute workload hours for the purpose of 10.5.21.
- c. Full-time faculty employees teaching exclusively in the first and second year levels of the NCBNP shall be provided opportunity to pursue a program of scholarly activity subject to:
  - i. CNC will provide sixty (60) hours of scholarly activity per year to the employees in this category as a group. The minimum amount of release time for scholarly activity that can be taken by an employee under this article will be sixty (60) hours per year to be taken during any one semester.
  - ii. Unused scholarly release time shall not be carried forward except as described in 10.5.22(c)(iii).
  - iii. If a program of scholarly activity has been approved by the NCBNP Scholarly Activity Committee, but the employee is prevented from pursuing the program because of operational requirements or unforeseen personal circumstances, and alternative arrangements cannot be made, then the hours contemplated will be carried over to the following year(s).

- d. i. The NCBNP Scholarly Activity Committee is a joint administration - faculty committee with equal representation appointed respectively by the parties.
- ii. The faculty employee as described in 10.5.22(c) will submit a program proposal to the NCBNP Scholarly Activity Committee to be approved. Such approval shall not be unreasonably withheld. The employee will submit a program proposal on or before November 15 of the prior year to the Chair of the NCBNP Scholarly Activity Committee. The said Committee will provide a written response within 30 calendar days to the faculty employee, with a copy to the Faculty Association and the Dean.
- e. i. The NCBNP Scholarly Review Committee is a departmental committee comprised of two NCBNP faculty employees and the Dean or designate.
- ii. Every faculty employee engaged in scholarly activity (years 1 - 4) shall provide an acceptable annual report to the NCBNP Scholarly Review Committee.
- iii. The NCBNP Scholarly Review Committee shall review scholarly activity reports received from faculty employees identified in 10.5.22(e)(ii) with the aim of protecting the integrity of that provision.
- iv. The NCBNP Scholarly Review Committee shall provide the Vice President Academic with an annual report on all scholarly activity.

### 10.5.23 Committees

CNC welcomes the direct participation of nursing faculty on the committees described in the NCBNP Agreement. The NCBNP Faculty will have the right to select and appoint the following number of faculty members to the following committees:

- a. Program Management Committee                      one (1) member  
(Section 2.2 of NCBNP Agreement)

- |    |  |   |
|----|--|---|
| b. | Student Admissions and Progression Committee (Section 4.3 and Appendix “A” of NCBNP Agreement) | two (2) members                                     |
| c. | Other(s)   | equal CNC faculty and administration representation |

## 10.6 Workload for Type 2 Faculty Employees

10.6.1 A Type 2 faculty employee with sixteen (16) to twenty-five (25) hours per week of classroom teaching or practicum supervision, including equivalent duties provided for in this Agreement (see 2.4.1, 4.7, 5.6, 10.6.6, 10.10, 10.14, 10.15 and 10.17), is a full-time faculty employee.

10.6.2 Full-time Type 2 faculty employees teaching College and Career Preparation, Adult Special Education, or English Language Training courses, or Applied Business Technology courses in the region shall have a maximum of twenty-four (24) scheduled hours of classroom teaching or practicum supervision and under 4.2.2 be available to students for two (2) scheduled hours per week in addition to classroom or practicum time. These hours shall be pro-rated for regular part-time faculty employees.

Full-time Type 2 faculty employees teaching Applied Business Technology courses on the Prince George campus shall have a maximum of twenty-two and one-half (22.5) scheduled hours of classroom teaching or practicum supervision and under 4.2.2 be available to students for two and one-half (2.5) scheduled hours per week in addition to classroom or practicum time. These hours shall be pro-rated for regular part-time faculty employees. Full-time faculty employees teaching Centre for Student Success courses shall have a maximum average of twenty-five (25) hours of student contact time per week. Maximum hours shall be an average over the working year, but shall not exceed thirty (30) hours at any given time. For such faculty employees, the requirements set out in 4.2.2 shall be considered to be included in these hours.

Full-time faculty employees teaching Electronics Technician Common Core or Computer/Network Electronics Technician Diploma courses shall have a maximum of twenty-five (25) scheduled hours of classroom teaching or practicum supervision and under 4.2.2 be available to students for two and one-half (2.5) scheduled hours per week in addition to classroom and practicum time. Their teaching year shall have

a maximum of thirty-four (34) instructional weeks (including exams and field work) falling between August 15 and June 15.

10.6.3 Each hour of a self-instructional course as described in Article 9.2, shall be considered the equivalent of one (1) hour of classroom teaching or practicum supervision. Such a workload shall not include more than two (2) different self-instructional courses at any one time. Each self-instructional course shall not require more than two (2) student-contact hours per week of the faculty employee's time.

10.6.4 Credit for any unusual workload resulting from self-instructional courses shall be determined according to 10.2.6.

10.6.5 Full-time faculty employees who have a teaching load of less than sixteen (16) hours per week may be required by their educational administrator to carry out other duties such as marking assistance or other duties subject to 4.2, 4.7, 5.6, and 10.10. Article 10.11 (Non-Teaching Functions) is not applicable in this event. For the purposes of evaluation only (Article 7), non-teaching assignments shall be considered on a proportional basis to the amount of maximum teaching load and shall not exceed 40% consideration in any event. Such assignments are not to be used in place of or for discipline, or as a substitute for a coordinator's appointment.

In some circumstances, full-time faculty employees assigned less than 50% of maximum student-contact hours in the Centre for Student Success (10.6.2) may be asked to do curriculum development with instructional duties. Such curriculum development would be in addition to the fifteen (15) day period free of other instructional duties (10.6.11).

10.6.6 An overload is a workload in excess of the maximum designated in 10.6.2. Overloads shall be undertaken only in exceptional circumstances and are not a long term solution. An overload shall be permitted only upon written agreement between the full-time faculty employee and his or her educational administrator.

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10.6.7 Except for self instructional courses:

- a. The ratio of instructors to students in College and Career Preparation courses shall not exceed:
  - i. 1:12 for a Level I course;
  - ii. 1:16 for a Level II course;
  - iii. 1:18 for a Level III, IV, or V Science or English course;
  - iv. 1:22 for a Level III, IV, or V course other than a Science or English course;
  - v. In a class with more than one level, the instructor to student ratio of the lowest level will prevail.
  - vi. In a continuous intake multi-level instruction class which includes five (5) or more fundamental level students, the instructor to student ratio in the classroom shall not exceed a weekly average of 1:12, with a maximum of sixteen (16) students at any given time.
  - vii. In a continuous intake multi-level instruction class which includes fewer than five (5) fundamental level students, the instructor to student ratio in the classroom shall not exceed a weekly average of 1:15, with a maximum of eighteen (18) students at any given time.
  - viii. In a continuous intake intermediate, advanced, and provincial multi-level instruction class, the instructor to student ratio in the classroom shall not exceed a weekly average of 1:15, with a maximum of twenty (20) students at any given time.
  - ix. The number of students enrolled shall be set by mutual agreement of the faculty employee(s), and the educational administrator, having due regard for the available facilities, the number of different courses being offered, the abilities of the students, and the attendance patterns of the students. Mutual agreement shall not be unreasonably denied by the faculty employee(s) or his or her educational administrator.

- b. The ratio of instructors to students in English Language Training classes shall not exceed 1:14 for Beginning Level classes and 1:16 for other classes.
- c. The ratio of instructors to students in Applied Business Technology classes shall not exceed:
  - i. 1:25 for courses offered on the Prince George campus;
  - ii. 1:16 for courses offered at regional campuses
- d. With the faculty employee's written permission, the instructor to student ratios specified in a, b or c above may be increased by three (3) students. In the case of probationary and sessional Faculty Employees or when the instructor to student ratio is to exceed the maximum by more than three (3), the written permission of the Faculty Association is also required.
- e. The number of students in an Adult Special Education class shall be determined by mutual agreement of the faculty employee and his/her supervisor, having due regard for the available facilities, the course objectives, and the abilities of the students.
- f.
  - i. A full-time faculty employee teaching English 155 shall be assigned no more than twenty (20) students per student-contact hour and an overall student load of not more than one hundred (100) students per week. A full-time faculty employee teaching Mathematics 155 shall be assigned no more than twenty-five (25) students per student-contact hour and an overall student load of not more than one hundred and twenty-five (125) students per week.
  - ii. A part-time faculty employee teaching English 155 shall be assigned no more than twenty (20) students per student-contact hour and an overall student load of not more than sixty (60) students per week. A part-time faculty employee teaching Mathematics 155 shall be assigned no more than twenty-five (25) students per student-contact hour and an overall student load of not more than seventy-five (75) students per week.
- g.
  - i. The instructor to student ratio in the Electronics Technician Common Core Certificate program shall not exceed 1:20. With the faculty



employee's written permission, this student ratio may be increased by two (2) students. In the case of probationary, sessional or part-time appointees, or when the instructor to student ratio is to exceed the maxima, the written permission of the Faculty Association is also required.

ii. For the math course taught in the Electronics Technician Common Core Certificate Program, the instructor to student ratio and workload calculation shall be equal to equivalent courses taught at CNC at the time of instruction.

h. The ratio of instructors to students in the Computer/Network Electronics Technician Diploma Program shall be 1:15. When the College is able to equip a 20 station laboratory, the instructor to student ratio shall be 1:20. With the faculty employee's written position, this student ratio may be increased by two (2) students. In the case of probationary, sessional or part-time appointees, the written permission of the Faculty Association is also required.

10.6.8 At any time during a teaching year, a faculty employee shall not be assigned a teaching schedule which includes:

- a. more than three (3) consecutive lecture or seminar hours; or more than four (4) consecutive lecture-laboratory, seminar-laboratory, or back-to-back laboratory hours without a half (1/2) hour break;
- b. more than eight (8) instructional or six (6) lecture hours per calendar day; or
- c. a teaching responsibility which commences before 10:00 hours on the day following an evening lecture, seminar or laboratory section which terminates after 21:00 hours; or
- d. a working day consisting of more than twelve (12) hours from the beginning of the first work assignment to the end of the last work assignment;
- e. more than two (2) evening classes per week for full-time faculty employees. For the purpose of this sub-article "evening classes" shall refer to those classes where scheduled instruction continues past 19:00 hours;

without the prior written permission of the regular faculty employee. In the case of probationary and sessional appointees, the permission of the Faculty Association is also required. In the case of part-time faculty who are not regularized, sections a-d above shall not be altered.

The teaching schedule of a part-time faculty employee shall include at least one forty-eight (48) hour break in each seven working days.

- 10.6.9 Evaluation and appraisal of students registered in the Centre for Student Success is the responsibility of the faculty employees working in the Centre (4.2.3). Mechanical marking may be processed by non-faculty employees as long as a faculty employee does the assessment of the results and assigns any further work to the student. For the purpose of this article, mechanical marking includes the use of a marking key for questions that have a single correct answer and so can be marked right or wrong.
- 10.6.10 Recognizing that faculty employees teaching Centre for Student Success courses are professionally responsible for the courses they teach and that they have a special level of expertise in the methods used and content of the courses, revisions to such a course curriculum shall involve consultation with the faculty employees instructing that course. It is further recognized that the College has the right to make revisions to such a curriculum after giving due consideration to the advice provided by the faculty employees through this consultation process.
- 10.6.11 All Type 2 full-time faculty employees shall receive a minimum of fifteen (15) working days of preparation time per working year. A regular part-time faculty employee shall have pro-rated preparation time. This fifteen (15) day period shall be free of instructional duties other than those normally associated with the preparation of courses (4.2.6).
- 10.6.12 Part-time faculty employees who are not regularized shall be entitled to preparation time. Preparation time shall be calculated at the rate of five percent (5%) of regular scheduled hours (5.7c), and shall be added at the commencement of the appointment.
- 10.6.13 The number of different courses assigned to a faculty employee who is instructing in a College and Career Preparation continuous intake program shall be set by mutual agreement of the faculty employee(s) and the educational administrator, having due regard for the available facilities, and the teaching methodology being used. Mutual agreement shall not be unreasonably denied by the faculty employee(s) or the educational administrator. In the case of probationary appointees, or non-regular

faculty employees who are not on the Non-Regular Seniority List, the written permission of the Faculty Association is also required.

10.6.14 Effective January 1, 2018 a part-time or non-regular part-time Faculty Employee shall receive three (3) office hours for each teaching contract which is scheduled for ninety (90) or more hours.

10.7 Workload for Type 3 Faculty Employees

10.7.1 A Type 3 faculty employee with from twenty (20) to thirty (30) hours per week of student-contact time, including equivalent duties provided for in this Agreement (see 2.4.1, 4.7, 5.6, 10.6.6, 10.10, 10.14, 10.15, and 10.17), is a full-time faculty employee.

10.7.2 Type 3 faculty employees' classroom requirement shall be twenty-eight (28) hours per week with two (2) hours per week of office hours. A regular part-time faculty employee shall have pro-rated office hours. Effective January 1, 2018 a part-time or non-regular part-time faculty employee shall receive three (3) office hours for each teaching contract which is scheduled for seventy-five (75) or more hours. Faculty shall ensure that the students have been given learning assignments normal to the course and training objectives during office hours.

10.7.3 Each hour of a self-instructional course as described in Article 9.2 shall be considered the equivalent of one (1) hour of student-contact time in calculating a faculty employee's workload. Such a workload shall not include more than two (2) different self-instructional courses at any one time. Each self-instructional course shall not require more than two (2) student-contact hours per week of a faculty employee's time.

10.7.4 Credit for any unusual workload resulting from self-instructional courses shall be determined according to 10.2.6.

10.7.5 An overload is a workload in excess of the maximum designated in 10.7.2. An overload shall be permitted only upon written agreement between the faculty employee and the appropriate educational administrator.

10.7.6 Full-time faculty employees who have a teaching load of fewer than twenty (20) hours per week student-contact time as defined in 10.7 may be required by their educational administrator to carry out other duties such as marking assistance or other

duties subject to 4.2, 4.7, 5.6, and 10.10. Article 10.11 (Non-Teaching Functions) is not applicable in this event. For the purposes of evaluation only (Article 7), non-teaching assignments shall be considered on a proportional basis to the amount of maximum teaching load and shall not exceed 40% consideration in any event. Such assignments are not to be used in place of or for discipline, or as a substitute for a coordinator's appointment.

10.7.7 Except for self-instructional courses, the number of students in Type 3 classes shall be determined as follows:

- a. In Trades programs where the number of students is assigned by the Apprenticeship Branch (now Industry Training and Apprenticeship or ITA) and in Power Engineering and Welding, there shall be a maximum of sixteen (16) students allowed per class. Exceptions will be made with the written permission of the faculty employee and the Faculty Association.
- b. In the CAAT and ELT programs, the ratio of instructors to students shall not exceed 1:16 for shop training activities. With the faculty employee's written permission, these ratios may be increased by the College. In the case of probationary and sessional appointees, the permission of the Faculty Association is also required.
- c. In other Type 3 areas, the number of students in a particular course shall be determined by the educational administrator in consultation with the faculty employees, having due regard for the available facilities and course objectives.

10.7.8 At any time during a teaching year, a faculty employee shall not be assigned a teaching schedule which includes:

- a. more than three (3) consecutive lecture or seminar hours; or more than four (4) consecutive lecture-laboratory, seminar-laboratory, or back-to-back laboratory hours without a half (1/2) hour break;
- b. more than eight (8) instructional or six (6) lecture hours per calendar day;
- c. a teaching responsibility which commences before 10:00 hours on the day following an evening lecture, seminar or laboratory section which terminates after 21:00 hours;

- d. a working day consisting of more than twelve (12) hours from the beginning of the first work assignment to the end of the last work assignment;
- e. more than two (2) evening classes per week for full-time faculty employees (for the purposes of this sub-article "evening classes" shall refer to classes where scheduled instruction continues past 19:00 hours);

without the prior written permission of the regular faculty employee. In the case of probationary and sessional appointees the permission of the Faculty Association is also required. In the case of part-time faculty who are not regularized, sections a-d above shall not be altered.

The teaching schedule of a part-time faculty employee shall include at least one forty-eight (48) hour break in each seven working days.

- 10.7.9 All Type 3 full-time faculty employees shall receive a minimum of fifteen (15) working days of preparation time per working year. A regular part-time faculty employee shall have pro-rated preparation time. This fifteen (15) day time period shall be free of instructional duties other than those normally associated with the preparation of courses (4.2.6).
- 10.7.10 Part-time faculty employees who are not regularized shall be entitled to preparation time. Preparation time shall be calculated at the rate of five percent (5%) of regular scheduled hours (5.7c), and shall be added at the commencement of the appointment.
- 10.8 Workload for Type 4 Faculty Employees
- 10.8.1 A Counsellor, Study Skills Instructor or Disability Support Services Faculty with an average of from twenty (20) to thirty (30) hours of student-contact time or a Librarian with an average of from twenty-two (22) to thirty-five (35) hours of work or a Distance Learning Faculty with forty-three (43) or more students, including equivalent duties provided for in this Agreement (see 2.4.1, 4.7, 5.6, 10.10, 10.14, 10.15 and 10.17), is a full-time faculty employee.
- 10.8.2 A full-time faculty employee working as a Counsellor, Study Skills Instructor or Disability Support Services Faculty shall be available for a maximum average of thirty (30) hours per week student-contact time, provided there are no more than thirty-five (35) hours of student-contact time in any one week. For the purpose of

this article, maximum hours shall be an average over the working year. With the faculty employee's written permission, the maximum hours of student-contact time in any one week may be increased by five (5) hours.

10.8.3 A full-time faculty employee working as a Librarian shall work a maximum average of thirty-five (35) hours per week. For the purpose of this article, maximum hours shall be an average over the working year.

10.8.4 The normal workload for full-time faculty employees in Athletics/Recreation shall be determined by mutual agreement between the faculty employee and his or her educational administrator.

10.8.5 A full-time faculty employee working as a Community and School Support (CASS) Faculty shall work a maximum average of thirty (30) hours per week. For the purpose of this clause, maximum hours shall be averaged over the working year. Clause 1.10.16, the definition of Working Days shall not apply.

Each full-time Community and School Support faculty employee shall have a maximum load of sixty-six (66) students, as determined by registration. No increase of this maximum shall be allowed.

For the purpose of calculating full-time and maximum workloads, each student represents half an hour of instruction and course development. In addition, the equivalent of ten percent (10%) of base workload is added to account for student attrition.

10.8.6 A part-time Community and School Support faculty employee may instruct up to forty-two (42) students per semester, as determined by registration, or work up to a maximum of nineteen (19) hours. Under special circumstances, 10.8.7 may be waived with the mutual agreement of the instructor, the Faculty Association and the College.

10.8.7 At any time during a teaching year, a part-time Community and School Support faculty employee shall not be assigned a teaching schedule which includes:

- a. more than three (3) consecutive lecture or seminar hours; or more than four (4) consecutive lecture-laboratory, seminar-laboratory, or back-to-back laboratory hours without a half (1/2) hour break;

- b. more than eight (8) instructional or six (6) lecture hours per calendar day;
- c. a teaching responsibility which commences before 10:00 hours on the day following an evening lecture, seminar or laboratory section which terminates after 21:00 hours;
- d. a working day consisting of more than twelve (12) hours from the beginning of the first work assignment to the end of the last work assignment;
- e. more than two (2) evening classes per week for full-time faculty employees (for the purposes of this sub-article "evening classes" shall refer to classes where scheduled instruction continues past 19:00 hours).

In the case of part-time faculty, sections a-d above shall not be altered.

The teaching schedule of a part-time faculty employee shall include at least one forty-eight (48) hour break in each seven working days.

- 10.8.8 An overload is a workload in excess of the maxima designated in 10.8.2 and 10.8.3. Overloads shall be undertaken only in exceptional circumstances and are not a long-term solution. An overload shall be permitted only upon written agreement between the faculty employee and his or her educational administrator.
- 10.8.9 The normal workload for full-time faculty working exclusively in program and curriculum development, with no student contact hours, shall be determined by mutual agreement between the faculty employee and his or her educational administrator. In the case of probationary and sessional appointees, the agreement of the Faculty Association is also required.
- 10.8.10 For Type 4 full-time faculty employees, each hour of a self-instructional course described in Article 9.2 shall be considered the equivalent of one hour per week of their workload as defined under 10.8.2 to 10.8.8 inclusive. Such a workload shall not include more than two (2) different self-instructional courses at any one time. Each self-instructional course shall not require more than two (2) student-contact hours per week of a faculty employee's time.
- 10.8.11 When a Type 4 part-time faculty employee instructs a course he/she shall be subject to the limitations of the appropriate type (i.e. Type 1, 2, or 3) as set out in Article 10.

- 10.8.12 a. Part-time faculty employees who are not regularized shall be entitled to preparation time. Preparation time shall be calculated at the rate of five percent (5%) of regular scheduled hours (5.7c), and shall be added at the commencement of the appointment.
- b. Notwithstanding the above, part-time librarians, counsellors, and curriculum developers who have no assigned instructional duties shall not be entitled to preparation time.
- 10.8.13 The College is committed to giving priority to providing an enhanced counselling service throughout the College Region.

10.9 Faculty Teaching General Interest Courses

A faculty employee may be required to teach a general interest course under the terms specified in this Agreement. However, it is specifically agreed that if a faculty employee voluntarily teaches a general interest course, the faculty employee cannot compound the positions held or the related instructional hours, and the course shall not be considered part of his/her workload (10); the rate of pay and working conditions will be mutually agreed to by the College and the faculty employee.

General Workload Assignments

10.10 Major Curriculum Revisions

For the purpose of this article, "major curriculum revisions" are determined by the College and result from:

- a. An internal or external program or course review, or
- b. A decision of the College Board.

For the purpose of this article a "developed course" has available such materials as: a detailed course outline, a list of topics and a proposed schedule for their delivery, representative samples of assignments and lab experiments, student evaluation guidelines, identified instructional resources, and course pre-requisites and co-requisites.

Workload arrangements made in accordance with this article are exempted from the provisions of 10.11 (Non-Teaching Functions)



- 10.10.1 If a full-time faculty employee is assigned the development of a new course/program or the preparation of major curriculum revisions of a course/program in advance of implementation, the amount of workload release shall be determined by mutual agreement of the faculty employee and his or her educational administrator.
- 10.10.2 If a full-time faculty employee is required to deliver a course/program concurrent with its undergoing major revisions or a course/program which is not developed, each hour of student-contact time (including lecture, seminar, laboratory, tutorial, and practicum hours, but excluding office hours and clinical hours) shall be considered the equivalent of no less than two (2) student-contact hours for the purposes of calculating workload under Articles 10.2.2, 10.3.2, 10.4.2, 10.5.2, 10.6.2, or 10.7.2. Each student enrolled in such a course/program shall be considered the equivalent of one and one-half (1 1/2) students for the purpose of calculating overall student load under Articles 10.2.13, 10.3.13, 10.4.13, and 10.5.3. This calculation of workload shall apply to the initial section of the course only. Credit for clinical hours shall be determined by mutual agreement of the faculty employee and his or her educational administrator.
- 10.11 Non-Teaching Functions
- a. A full-time faculty or regular part-time employee shall not be required to participate extensively in any non-teaching function itemized in 4.2.6, 4.2.7, 4.3.6, 4.4.5, 4.5.3, or 4.6.7. More than two (2) hours per week on an average carrying out these responsibilities under these articles constitutes extensive participation.
- b. Part-time faculty who are not regularized shall be paid a stipend equivalent to the hourly pay when their educational administrator requires them to attend a divisional meeting.
- 10.12 Scholarly/Professional Activity
- 10.12.1 Full-time and regular part-time faculty employees whose responsibilities do not require their presence at the College during the full ten (10) months may, with approval of the College, teach, engage in research or other work, improve their qualifications through studies, or other work, or engage in other professional development activities, subject to 16.4.

10.13 Supervision

10.13.1 A full-time or regular part-time faculty employee shall not be required to supervise or oversee any class outside of the faculty employee's normal workload.

10.14 Coaching

10.14.1 A full-time or regular part-time faculty employee coaching a British Columbia College Athletic Association (B.C.C.A.A.) League sport may be given a reduced workload.

10.15 Travel

10.15.1 A faculty employee may be assigned duties which involve travel and shall be credited with additional workload hours for travel. Travel hours are counted as lecture hours for Types 1(a), 1(b), 1(c), 1(d), and workload hours for Types 2, 3 and 4, according to the following table:

<u>Prince George to:</u>	<u>Type 2/3/4</u>	<u>Type 1(a)/(b)/(c)/(d)</u>
Vanderhoof	3.0 hours	1.50 hours
Quesnel	3.5 hours	1.75 hours
Fort St. James	4.5 hours	2.25 hours
Fraser Lake	4.5 hours	2.25 hours
Mackenzie	5.5 hours	2.75 hours
Burns Lake	6.0 hours	3.00 hours
McBride	6.0 hours	3.00 hours
Valemount	8.0 hours	4.00 hours
Granisle	9.0 hours	4.50 hours
Tumbler Ridge	12.0 hours	6.00 hours

- a. Travel hours which are not included in the faculty employee's duty time within a campus area and which are not to the faculty employee's normal work place(s) shall be set by mutual agreement of the faculty employee and his/her supervisor.
- b. When a full-time faculty employee is assigned faculty duties which require travel by air or to out-of-region sites, the faculty employee's non-instructional

workload shall be based on a thirty (30) hour week and the travel time shall be subtracted from this amount.

Instructional hours for the week will be as per the appropriate classification (Type 1, 2, 3, or 4) and shall be pro-rated and shall not exceed 100% in total.

- c. For part-time faculty times for other regular trips by motor vehicle or other regular trips by air shall be set only by mutual agreement of the Board and the Faculty Association.

Travel time to a given location shall be agreed in writing between the College, the faculty employee and the Faculty Association.

10.15.2 Adjustments to workloads and/or travel time remuneration for overnight stays and for other unusual circumstances shall be made on an individual basis. Arrangements as to the number of trips required and as to whether or not an overnight stay is required shall be determined by mutual agreement between the full-time faculty employee and the appropriate educational administrator. No reasonable overnight arrangements shall be denied.

10.15.3 A full-time faculty employee teaching under this article cannot be required to make more than one trip per week outside a radius of fifty (50) kilometres from his/her normal place of work. For travel involving workload hours (as specified in 10.15.1) equal to or greater than 6.0 hours for Types 2/3/4 and equal to or greater than 3.0 hours for Type 1 (a)/(b)/(c)/(d), the round trip shall not exceed forty-eight (48) hours in duration, except with the approval of the faculty employee. For travel involving workload hours of less than these amounts, the round trip shall not exceed twenty-four (24) hours in duration, except with the approval of the faculty employee.

## 10.16 Travel Expenses

10.16.1 If a faculty employee is required to travel on College business and uses his/her own vehicle, the College shall reimburse the faculty employee at a rate not less than the College-approved rate. The College shall also pay full premium for any additional insurance that may be required.

10.17 Community Affairs

10.17.1 Any extensive participation (10.11) in community affairs, projects or activities requested by a full-time and regular part-time faculty employee's educational administrator as part of the faculty employee's job responsibility shall be considered part of the faculty employee's workload, subject to 4.7 and 5.6.

10.18 Professional Development

10.18.1 All full-time faculty employees on probationary or faculty appointment shall receive a minimum of twenty (20) full working days of liaison or professional development time per working year except in the final year of employment (6.5). A regular part-time faculty employee shall have pro-rated professional development. Full-time faculty shall not be required to take professional development time in increments of less than one day. If a faculty employee's appointment, other than sessional, is for a period different from the working year, he/she shall receive pro-rated professional development time.

10.18.2 Upon achieving eligibility for the Non-Regular Seniority List, faculty employees shall be entitled to professional development time.

- a. Professional development for sessional appointments shall be calculated at the rate of two (2) working days for each instructional month of the appointment, with the total number of days rounded.
- b. Professional development for part-time appointments shall be calculated at ten (10) percent of the total hours of the appointment.

Professional development time shall be non-cumulative from one working year to another, and any unused entitlement shall be forfeited.

10.18.3 Since professional development needs vary greatly between individuals and disciplines, faculty shall be expected to identify and act upon their own professional development needs. A faculty employee may be required by his or her educational administrator to submit a written proposal for approval regarding his or her professional development activities by a date determined by his or her educational administrator. The faculty employee shall be notified of such approval as soon as possible after the date of the request but in any event within one (1) month of the date determined for submission. The schedule may be changed thereafter at the request of

the employee if acceptable to his or her educational administrator or Vice President concerned. No reasonable request shall be refused. If the faculty employee has not submitted and had approved a schedule for his or her professional development activities within one (1) month of the date determined for submission, the College reserves the right to schedule the times for outstanding professional development entitlement. Professional development beyond that specified in this Agreement or in the initial letter of appointment shall not be a condition of employment.

10.18.4 The times chosen for professional development shall be submitted, in writing, by the faculty employee for approval by his or her educational administrator. Such approval shall not be unreasonably withheld.

10.19 Workload Assignment

10.19.1 Workload assignments shall be made in consultation with the regular and probationary faculty of a department, and shall be made in a fair and equitable manner. This provision shall not require the College to change their present practice with respect to timetables.

10.19.2 The Vice President Academic shall provide copies of the faculty workload assignments to the Faculty Association within thirty (30) calendar days of the beginning of each term.

## 11. SALARIES

### 11.1 Criteria for Placement - Full-time Faculty Employees

11.1.1 The following criteria shall be used in determining the minimum salary step on which a new full-time faculty employee shall be placed:

- a. A person without a relevant two (2) year Career/Technical Diploma or Certificate, or Bachelor's Degree or equivalent shall be placed on Step 10.
- b. A person with a relevant two (2) year Career/Technical Diploma or Certificate, shall be granted an additional one-half (1/2) step.
- c. A person with a Bachelor's Degree or equivalent (such as an Interprovincial Trades Qualification) shall be placed on Step 9.
- d. A person with a Master's Degree or equivalent shall be placed on Step 8.
- e. A person with a Doctorate Degree or equivalent shall be placed on Step 7.
- f. A person with a Bachelor's or Master's Degree in Education or other equivalent certification of training in instructional methods in addition to teaching area expertise shall be granted an additional step.
- g. One-half salary step shall be granted for each year of relevant public school teaching experience. For the purpose of this clause, a year shall be calculated as ten (10) months of instructional employment.
- h. One-half salary step shall be granted for each year of relevant experience.
- i. One salary step shall be granted for each year of relevant full-time, post-secondary teaching experience or the equivalent in relevant, cumulative part-time post-secondary teaching experience. For the purposes of this clause, a year shall be calculated as eight (8) months of instructional employment.

11.1.2 Experience and/or qualifications under the above categories shall not normally be counted twice.

- 11.1.3 a. The College is not obliged to offer an initial salary higher than Step 6 of the faculty salary scale, even if the sum of 11.1.1 totals more than five (5) steps.
- b. This clause shall not apply for full-time faculty whose immediate past employer is another British Columbia Community College.
- 11.1.4 Nothing in this Agreement shall prevent a full-time faculty employee from being hired on a salary step above the minimum as determined in 11.1.
- 11.1.5 On the basis of the criteria in Article 11.1.1, new full-time faculty employees shall be placed on their salary steps by the President. The President of the Faculty Association shall then be informed of the qualifications of the faculty employee and the salary step on which he/she has been placed.
- 11.2 Salary Increments - Full-time and Regular Faculty Employees
- 11.2.1 Merit increases by one or more salary increments shall be for satisfactory performance based upon annual evaluation (see Article 7). Such increases shall become effective on August 1 providing that the faculty employee has been employed a minimum of nine (9) months as of that date. Outstanding performance shall normally be recognized by a double increment.
- 11.2.2 If an annual increment is to be withheld, the faculty employee's educational administrator must state the reasons in writing to the faculty employee after conclusion of the annual evaluation.
- 11.2.3 If approved in writing by the President at the time a leave of absence is granted, the increment date shall not be delayed for such periods during the leave of absence when the faculty employee is on an assignment related to the employee's normal faculty duties at the College. Such approval must not be unreasonably withheld.
- 11.3 Salary Schedule - Full-time and Regular Faculty Employees
- 11.3.1 A faculty employee shall be paid an annual salary determined in accordance with the per annum rates in Schedule A appended to this Agreement. The salary shall be payable in twenty-four (24) approximately equal installments, one on or before the 15th and one on or before the end of each calendar month. If authorized by the faculty employee in writing, the salary installments shall be deposited to the credit of

the faculty employee's account in a savings institution in accordance with Part 3 Section 20 of the Employment Standards Act.

11.4 Advancement to Higher Steps - Full-time and Regular Faculty Employees

11.4.1 A faculty employee who completes a relevant degree or other relevant certification qualifies for a higher salary placement and must notify the President. The salary increase shall be effective from the first day of the month immediately following the date upon which the new qualification is received.

11.5 Criteria for Placement - Part-time Faculty Employees who have not been regularized.

11.5.1 The following criteria shall be used in determining the minimum salary step on which a part-time faculty employee shall be placed:

- a. A person with a Bachelor's Degree or equivalent (such as an Interprovincial Trades Qualification) in a field related to the area of instruction shall be credited with one step.
- b. A person with a Master's Degree or equivalent in a field related to the area of instruction shall be credited with two steps.
- c. A person with a Doctor's Degree or equivalent shall be credited with three steps.
- d. A person with a Bachelor's or Master's Degree in Education or other equivalent certification of training in instructional methods in addition to teaching area expertise shall be credited with one additional step.
- e. One-half step shall be granted for each year of relevant public school teaching experience. For the purposes of this clause, a year shall be calculated as ten (10) months of instructional employment.
- f. One-half step shall be granted for each year of other relevant experience.
- g. One step shall be granted for each year of relevant full-time, post-secondary teaching experience or for the equivalent in relevant part-time post-secondary teaching experience. For the purposes of this clause, a year shall be calculated as eight (8) months of instructional employment.



Experience and/or qualifications under the above categories shall not normally be counted twice. No more than a total of six (6) education/experience steps shall be granted for criteria a, b, c, d, e, and f above.

11.5.2 Nothing in this Agreement shall prevent a part-time faculty employee from being hired on a salary step above the minimum described in 11.5.3.

11.5.3 On the basis of the criteria in Article 11.5.1, part-time faculty employees shall be placed on their salary steps by the President. The President of the Faculty Association shall then be informed of the qualifications of the part-time faculty employee and the salary step on which he/she has been placed.

## 12. LEAVES, PAID AND UNPAID

### Vacation Entitlement

#### 12.1 Vacation Entitlement - Full-time and Regular Faculty Employees

During each working year, a faculty employee shall receive a vacation period of forty-three (43) working days which shall include a period of not less than thirty (30) consecutive working days if requested by a faculty employee. If a faculty employee's appointment, other than a sessional appointment, is for a period different from the working year, he/she shall receive two-twelfths (2/12) of the period of the appointment as vacation time. A regular part-time faculty employee shall have pro-rated vacation time.

- a. Faculty employees shall prepare a vacation schedule for their area and submit it by a date determined by the appropriate educational administrator or Vice President. The faculty employee shall be notified of such approval as soon as possible after the date of the request but in any event within one (1) month of the date determined for submission. The schedule may be changed thereafter at the request of the faculty employee if acceptable to the educational administrator or Vice President concerned. No reasonable request shall be refused.
- b. Vacation time will normally be taken when instructional services are not required and vacation entitlement shall not normally be carried forward from one working year into the next. If a faculty employee has not submitted and had approved a schedule for his/her vacation entitlement within one (1) month of the date determined for submission, the College reserves the right to schedule the times for the outstanding vacation entitlement.

#### 12.2 Vacation Entitlement - Part-time Faculty Employees

- 12.2.1 Part-time faculty employees on the Non-Regular Seniority List are entitled to pro-rated vacation pay calculated on the employees' total wages for the year. All other part-time faculty employees are entitled to four (4) percent calculated on the employees' total wages for the year.

12.2.2 A part-time faculty employee whose employment ceases before he/she has completed one (1) calendar week of employment is not entitled to annual vacation pay as outlined in 12.2.1.

12.2.3 Payment of vacation pay in accordance with Article 12.2.1 shall occur on every pay period/paycheque.

### 12.3 Statutory Holidays

#### 12.3.1 Statutory Holidays - Full-time and Regular Faculty Employees

The College shall grant as paid statutory holidays: 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 all other such holidays as declared by the City of Prince George, Province of British Columbia, or Government of Canada. A regular part-time faculty employee shall receive pro-rated pay for statutory holidays.

#### 12.3.2 Statutory Holidays - Part-time Faculty Employees

A part-time faculty employee on the Non-Regular Seniority List shall be paid a pro-rated amount of Statutory Holidays based on the average hours worked in the four (4) weeks preceding the holiday provided the holiday falls on his/her regularly scheduled instructional day.

12.3.3 Part-time faculty who are not on the Non-Regular Seniority List shall receive 1.6% of pay in lieu of statutory holiday pay.

12.3.4 When a full-time or regular faculty employee is on vacation, professional development, or preparation time and a day of paid holiday falls within that period, the paid holiday shall not count as a day of vacation, professional development, or preparation time.

12.3.5 No full-time or regular faculty employee shall have a teaching assignment between Boxing Day and New Year's Day. However, all full-time and regular faculty employees without duly approved vacation or professional development time are on duty and on call. For the purpose of this clause, on duty and on call shall mean that the faculty employee is performing College business within the College region,

unless other arrangements have received the prior approval from his or her educational administrator.

### 12.3.6 Work on Statutory Holidays

12.3.6.1 Due to the nature of contract training, faculty employees may be required to work on a statutory holiday. If a faculty employee is required to work on a statutory holiday, the following shall apply:

12.3.6.2 When a regular, sessional or part-time faculty employee or a faculty employee on the Non-regular Seniority List is required to work on a statutory holiday, he/she must give prior written permission.

12.3.6.3 An employee who works on a statutory holiday must be paid one and one half (1½) times the employees' regular wage for time worked for that day.

12.3.6.4 In addition, the College must give the employee a working day off with pay.

### 12.4 Educational Leave

12.4.1 Educational leave is a period of subsidized leave enabling a regular faculty employee to be freed from regular responsibilities and to be provided with sufficient resources to enable him/her to pursue educational or professional development recognized as beneficial to the College. Contractual provisions covering educational leave are included in Article 13.

### 12.5 Exchange Leave

12.5.1 Exchange leave involves a program whereby a regular faculty employee exchanges, for an extended period of time, his/her position and responsibilities with a qualified person from another institution. A faculty employee on exchange leave will gain professionally from the insights into the workings of another institution, and also from the obvious benefits which may result from a change in environment, geography and personal experience.

12.5.2 An employee on faculty appointment may negotiate on his/her own to exchange positions with an instructor of comparable qualifications and experience.

- 12.5.3 The President and the appropriate Vice President or educational administrator shall recommend suitable candidates for exchange leave to the Board.
- 12.5.4 The exchange leave shall normally be for one full semester or for one academic year.
- 12.5.5 The salary of the faculty employee on exchange leave shall be paid by the College of New Caledonia, and the replacement's salary by the exchange institution. This may be modified, however, in cases where exchange leave presents problems of inequities in salary, and the College President and Board shall then attempt to arrive at a financial arrangement that is feasible and agreeable to all parties.
- 12.5.6 On returning from the exchange program, the exchangee is assured of resuming at least his/her previous faculty position and duties.
- 12.5.7 The exchange time shall count in full for increment purposes.
- 12.5.8 The College shall, during the period of exchange leave, continue to contribute to the employee benefit plans which are applicable to the faculty employee.
- 12.5.9 As a condition of granting the exchange leave, the incoming faculty employee must sign a statement to the effect that he/she shall abide by the non-monetary conditions and procedures laid down by this Agreement. The College shall extend to the incoming faculty employee non-monetary benefits of this Agreement such as workload, evaluation procedures, and other such working conditions.
- 12.5.10 Whatever would normally constitute grounds for dismissal or suspension under this Agreement shall be considered grounds for the termination of the exchange agreement.
- 12.6 Jury Duty and Court Appearance
- 12.6.1 When summoned to serve on a jury or when subpoenaed or summoned as a witness in criminal or civil proceedings, the full-time or regular part-time faculty employee continues to receive his/her regular salary and shall pay the College any money he/she receives for jury duty.
- 12.6.2 Leave of absence for less than two (2) weeks to appear in one's own defense shall be with full pay and benefits; absence in excess of two (2) weeks shall be without pay. If subsequently acquitted, the full-time or regular part-time faculty employee shall

receive his/her retroactive salary. The faculty employee shall notify the appropriate Vice President or the President, as soon as possible, of the impending court appearance.

#### 12.7 Compassionate Leave

In the case of death or serious illness, a full-time or regular part-time faculty employee, not on leave of absence without pay, shall be entitled to up to three (3) days of compassionate leave with full pay and benefits subject to advance notification to the College. An additional two (2) days of paid leave shall be granted for reasonable traveling requirements. The leave shall be extended at the request of an employee for up to total of forty (40) days leave in the event of the death of a faculty employee's spouse (including common-law or same gender) or child, using sick leave, leave without pay, or vacation time. Additional compassionate leave may be granted with or without pay by the President. A maximum of fifteen (15) days paid compassionate leave shall be granted in any one calendar year.

#### Sick Leave

#### 12.8 Sick Leave - Full-time and Regular Faculty Employees

12.8.1 Full-time faculty employees shall be credited with one-and-one-half (1 1/2) days of sick leave per month for each month of continuous service up to a maximum of 120 days. When the employee is on leave, the accumulation of sick leave shall continue only if the absence is with pay. All absences on account of illness or injury shall be charged against an employee's sick leave credits. A regular part-time faculty employee shall be credited with and receive pro-rated sick time.

- a. Faculty employees must report all absences on account of illness or injury. There shall be no charge against an employee's sick leave credits when his/her absence on account of illness or injury is less than one-half day. When the period of absence on account of illness is at least one-half day but less than a full day, one-half day only shall be charged on sick leave.
- b. In the event that a faculty employee suffers a serious long-term illness and except for sessional appointees, the employee may borrow against future earned sick leave provided that a qualified medical practitioner certifies that the employee is seriously ill, that the nature of the illness is specified, and that the employee's request for leave is submitted in writing. The borrowed leave entitlement shall be up to 22 working days in the first year of

employment, up to 44 working days in the second year of employment, and up to 66 working days in the third and subsequent years of employment. Sessional appointees may borrow against future earned sick leave to the maximum entitlement possible based upon the term of their appointment (5.2.1).

- c. If a faculty employee receives or is entitled to receive benefits under the Disability Insurance Plan or under the Workers' Compensation Act, the benefits shall be paid directly to the faculty employee. The Board shall pay to the faculty employee the difference between the benefit and the faculty employee's full salary for as long as the accumulated and borrowed sick leave credits permit. In such cases, the charge against the faculty employee's sick leave credits shall be in the same proportion that the Board's payment bears to the full salary of the faculty employee computed at the end of each month to the nearest half-day.
- d. On return after absence of five (5) days or longer, a proof of illness may be requested by the College. The proof of illness may take the form of a medical certificate. If a faculty employee has repeated absences of a short term duration, he/she may be advised that proof of illness will be required for future absences.
- e. Upon retirement, when a faculty employee has fulfilled the requirements to qualify for a pension under the Pension (College) Act, a faculty employee shall be paid the cash equivalent to his/her accumulated sick leave up to a maximum of 60 days. The cash equivalent shall be at the rate of pay in effect immediately prior to retirement.
- f. Designated statutory holidays which fall within faculty employee's sick leave shall not be charged against his/her accumulated sick leave credits.
- g. In the case of illness of a member of the immediate family of a faculty employee, when no one at home other than the faculty employee can provide for the needs of the ill person, the faculty employee is entitled, to use annual sick leave entitlement for this purpose up to a maximum of ten (10) days per working year. If a faculty employee has used the ten (10) days of family sick leave in an entitlement year, and the employee requires up to twelve (12) days of paid sick leave for use in a personal disability in the same year, then the College agrees to grant up to four (4) days of additional paid sick leave. It is

understood that there will be no banking of the additional sick leave time into subsequent years except in the case of an employee who has used family sick leave to the extent that he/she does not have a possible twelve (12) days of personal sick leave in an entitlement year.

## 12.9 Sick Leave - Part-time Faculty Employees on the Non Regular Seniority List

12.9.1 Part-time faculty employees on the Non Regular Seniority List shall be credited with sick leave on the basis of one and one-half (1.5) hours of sick leave for each twenty-one (21) hours of appointment. The employee shall be entitled to an accrual of all unused sick leave up to a maximum of 120 hours for future benefit. When the faculty employee is on leave, the accumulation of sick leave shall continue only if the absence is with pay. Accrued sick leave shall terminate upon resignation or termination (6.3 and 8.2).

12.9.2 A deduction shall be made from accumulated sick leave for all scheduled instructional hours missed due to illness which are not rescheduled in accordance with Article 12.16.2.

12.9.3 Part-time faculty employees must report all absences on account of illness or injury. Sick leave will not be payable for absences where benefits are received under the Workers' Compensation Act.

12.9.4 In the case of illness of a member of the immediate family of a faculty employee, when no one at home other than the faculty employee can provide for the needs of the ill person, the faculty employee is entitled to use sick leave credits for this purpose.

12.9.5 Proof of illness may be requested by the College. The proof of illness may take the form of a medical certificate. If a faculty employee has repeated absences of a short term duration, he/she may be advised that proof of illness will be required for future absences.

## 12.10 Physical and Mental Disability - Full-time and Regular Faculty Employees

12.10.1 If any faculty employee is unable to fulfill properly his/her faculty responsibilities by virtue of physical or mental disability, he/she shall be given sick leave and, when eligible, disability benefits.



- 12.10.2 If the faculty employee is unwilling to accept release from duties, a medical practitioner, selected by mutual agreement of the President and the Directors of the Faculty Association, shall determine whether or not the employee is capable of performing regular duties. If the parties cannot reach mutual agreement on a medical practitioner, the College and the Faculty Association shall each designate a medical practitioner; those two practitioners shall then jointly select a medical practitioner to determine whether or not the faculty employee is capable of performing regular duties.
- 12.10.3 If the medical practitioner certifies that there is a high probability that the faculty employee will not be able to resume normal faculty responsibilities in the twelve-month period following expiration of his/her sick leave, the President shall give the faculty employee an extended leave of absence without pay to commence upon expiration of his/her sick leave.
- 12.10.4 A faculty employee granted sick leave, disability benefits, or a leave of absence without pay under this article, shall not return to work until the medical practitioner described above deems that the faculty employee is fully capable of resuming his/her faculty responsibilities.
- 12.11 Maternity/Adoption Leave
- 12.11.1 Maternity/adoption leave without pay shall be granted on application to the President. The duration and other terms shall be decided by the President on an individual basis, taking into account individual needs as far as possible, but shall be subject to the following provisions:
- a. If the leave will affect part or all of any semester, the full-time and regular faculty employee shall give as much notice as possible, to allow satisfactory arrangements to be made for any classes involved.
  - b. The leave shall not exceed twelve (12) months.
  - c. The College shall maintain its share of fringe benefits during the leave.
  - d. On completion of the leave, the regular faculty employee shall resume his/her faculty position without disadvantage in seniority, salary, or increases in salary and/or fringe benefits.

- e. Maternity/adoption leave shall be extended for up to an additional six (6) months where a doctor's certificate is presented certifying that, for medical reasons, the health of either the mother or the child dictates such extensions.
- f. Vacations and seniority shall continue to accumulate during maternity/adoption leave.

#### 12.12 Paternity Leave

A full-time or regular faculty employee shall be entitled to, on written request, up to three (3) days time off without loss of pay to attend the birth of his child provided the employee is scheduled to work during this time. All absences on account of paternity leave shall be charged against an employee's family sick leave entitlement (12.8.1(g)).

#### 12.13 Parental Leave

A full-time or regular faculty employee, on written request, is entitled to twelve (12) weeks of parental leave without pay subject to the following conditions:

- a. If the leave will affect part or all of any semester, the faculty employee shall give as much notice as possible to allow satisfactory arrangements to be made for any classes involved.
- b. The leave for a natural mother must begin when maternity leave expires, unless the mother and the College agree otherwise.
- c. The leave for a spouse of the natural mother must commence within fifty-two (52) weeks of the child's date of birth.
- d. The leave for adopting parents must commence within fifty-two (52) weeks of the date the child comes into actual custody.
- e. On completion of the leave, the faculty employee shall resume his/her faculty position without disadvantage in seniority, salary, or increases in salary and/or fringe benefits.
- f. Vacations and seniority shall continue to accumulate during parental leave.

- g. If the newborn child or adopted child will be or is at least 6 months of age at the time the child comes into the actual care and custody of the mother or father, and if it is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the employee is entitled to a further parental leave for a period not exceeding 5 consecutive weeks.

12.14 Maternity/Adoption/Parental Leaves Beyond Termination  
Maternity/Adoption/Parental Leave provisions do not apply beyond the termination of the employee/employer relationship.

12.15 Leaves - Part-time Faculty on the Non-Regular Seniority List  
Part-time faculty employees on the Non-Regular Seniority List shall have the right to pro-rated Compassionate Leave as per 12.7, and pro-rated Maternity/Paternity/Parental/Adoption Leave as per 12.11. Prorating shall be done on the basis of appointment hours as a percentage of the maximum full-time workload classification.

12.16 Short Term Personal Leave

12.16.1 The full-time or regular faculty employee, with the prior approval of the President, or his/her designate, may take a short term leave for personal reasons. Such leave shall be without pay unless otherwise authorized.

12.16.2 The part-time faculty employee on the Non-Regular Seniority List, with the prior approval (where possible) of the President, or his/her designate, may take a short-term leave for personal reasons (such as personal illness when sick leave credits have been exhausted, being summoned to serve on a jury, or being subpoenaed or summoned as a witness in criminal or civil proceedings).

Provided that he/she has notified the appropriate Vice President or the President and received prior approval, the part-time faculty employee on the Non-Regular Seniority List shall receive at his/her request, unpaid leave of absence.

Part-time faculty on the Non-Regular Seniority List granted leave in accordance with this article shall be given the opportunity of rescheduling instructional hours missed due to his/her absence, or such other arrangements to fulfill his/her instructional obligations that receive the prior approval of the Vice President or the President.

Such approval shall not be unreasonably withheld. If the total hours of instruction are fulfilled, the part-time faculty employee on the Non-Regular Seniority List shall not have his/her total contract hours reduced.

12.17 Extended Leave of Absence Without Pay- Regular Faculty Employees

12.17.1 A regular faculty employee who has been in the service of the College for a minimum of five (5) years and who has not been granted a leave under this provision in the two (2) years immediately preceding the request shall be granted an extended leave of absence without pay by the Board, subject to the following conditions:

- a. The faculty employee notifies the Vice President or the President, in writing, at least four (4) months in advance of the commencement of leave of absence that he/she wishes a leave of absence.
- b. The period of the leave shall coincide with one or more instructional periods or with a logical portion of an instructional period. Except for disciplines with more than 8 regular faculty employees, no more than one instructor shall be absent from any one discipline at a time. In discipline areas with more than eight (8) regular faculty employees, no more than 20% of these faculty shall be absent at a time. The leave of absence shall normally be for a period not to exceed twelve (12) months.

In the case(s) of leave of absence for periods in excess of twelve (12) months or extensions to leaves (12.17.3), the faculty employee on leave will be expected to return to his/her former position or its equivalent for at least one (1) year prior to being eligible for another leave under this article.

12.17.2 An extended leave of absence without pay may be granted to a regular faculty employee by the Board on the recommendation of the President, subject to the following conditions:

- a. The applicant notifies the appropriate educational administrator or the President, in writing, at least four (4) months in advance of the commencement of leave of absence that he/she wishes a leave of absence.
- b. The conditions covering the proposed leave of absence are acceptable to the Board.

- c. The leave of absence shall normally be for a period not to exceed twelve (12) months. The President may grant a leave of absence for a period longer than twelve (12) months or may grant an extension to an existing leave of absence.
- 12.17.3 a. A leave of absence without pay or an extension to a leave of absence without pay for a period longer than twelve months (12.17.1) but not to exceed twenty-four (24) months in total, shall be granted when the purpose of the leave is:
- i. completion of a formal educational program of longer duration than twelve (12) months;
  - ii. extended service with a charitable or non-institutional government agency, e.g., C.U.S.O., C.I.D.A., F.A.O.;
  - iii. extended secondment by another educational institution or a government agency;
  - iv. other purposes acceptable to the Board.
- b. If the leave of absence without pay is for a period immediately prior to or subsequent to an educational leave, the total period of the two leaves shall not exceed twenty-four (24) months, unless the conditions of article 12.17.3(a) apply.
- 12.17.4 On returning from leave of absence, the regular faculty employee is assured of resuming at least his/her previous faculty position and duties.
- 12.17.5 For the purpose of fringe benefits, the faculty employee on leave of absence is regarded as a regular faculty employee, subject to carrier contract conditions. All contributions, including the College's share, shall be the responsibility of the faculty employee in question. The faculty employee may, if he/she wishes, waive the benefits for the period of leave of absence.
- 12.17.6 Salary increment(s) for a period of leave of absence may be granted at the discretion of the President. Any salary increment earned in the last year of teaching service shall, however, be payable on the return of the regular faculty employee from leave of absence.

- 12.18 Political Leave of Absence - Full-Time and Regular Faculty Employees
- 12.18.1 To enable a full-time or regular faculty employee to contest a federal, provincial, municipal or other local election, a political leave of absence without pay may be granted by the Board on the recommendation of the President, for a period of up to six (6) weeks for a federal or provincial election and up to two (2) weeks for a municipal or other local election, except when the campaign period coincides with a normal vacation period. The leave shall be subject to the following conditions:
- a. The request for political leave of absence must be submitted at least two (2) weeks prior to the first day of the leave period.
  - b. The work of the division of the College shall not suffer unduly.
  - c. The faculty employee shall pay the College's share of fringe benefits.
- 12.18.2 In the event that the regular faculty employee is elected to a municipal or other local part-time government office, short-term leaves of absence may be granted by the President to allow the faculty employee to perform the duties of that office.
- 12.18.3 In the event that a regular faculty employee is elected to a full-time political office, he/she shall be granted an extended leave of absence for up to a maximum period of seven years or two consecutive terms of office without pay. The Board may extend this leave of absence. Such a leave of absence shall be governed by the provisions of 12.17.3, 12.17.4, and 12.17.5.
- 12.19 Partial Leaves - Regular Faculty Employees
- 12.19.1 Part-time leave of absence without pay may be granted at the discretion of the College to regular faculty appointees only. No reasonable request shall be denied.
- 12.19.2 The applicant must notify the President, in writing, by February 28<sup>th</sup>, with a copy to his or her educational administrator, that he or she wishes a partial leave of absence in the subsequent academic year. If granted, the period of leave shall coincide with one or more instructional periods. The College shall notify the faculty employee, in writing, by March 31<sup>st</sup>, as to whether the leave is approved or not. This time limit may be extended with the mutual agreement of the faculty employee and the College.
- 12.19.3 Notwithstanding the February 28<sup>th</sup> application deadline set out in Article 12.19.2:

- a. A faculty employee may request a partial leave by April 30<sup>th</sup> as a result of a labour adjustment strategy (see Article 6.4.2.1.b of the Common Agreement) that had only been identified subsequent to March 31<sup>st</sup>. In such circumstances the College shall notify the faculty employee, in writing, by May 30<sup>th</sup> as to whether the leave is approved or not.
- b. A faculty employee may request a partial leave by August 31<sup>st</sup> for a partial leave that would not commence before January 1<sup>st</sup>. In such circumstances the College shall notify the faculty employee, in writing, by September 30<sup>th</sup> as to whether the leave is approved or not. The Parties recognize that for the purpose of planning it is preferred that all applications for partial leave be received by February 28<sup>th</sup> in accordance with Article 12.19.2 or April 30<sup>th</sup> in accordance with Article 12.19.3.a and accordingly preference will be given to applications made in accordance with those articles.

12.19.4 The normal partial leave is a 50% workload reduction as defined in Article 10 and spans two working years. Salary increments for the period of the partial leave of absence may be granted at the discretion of the President. Any salary increments earned in the last year of teaching service shall, however, be payable upon the return of a faculty employee from a leave of absence. A faculty employee on partial leave of absence shall receive salary, vacation, preparation time, professional development time and other paid leaves of absence on a pro-rata basis.

12.19.5 A faculty employee on partial leave shall receive full fringe benefit coverage paid by the College, subject to carrier conditions.

12.19.6 During and after a partial leave of absence, the faculty employee is assured of maintaining at least his/her previous faculty positions and duties.

#### 12.20 Job Sharing

Where a full-time faculty position (excluding sessional and probationary positions) exists, it may be shared between two full-time faculty employees in accordance with the following:

- a. The affected employee shall indicate in writing the reason for the request including the workload percentage the employee wishes to share, and with whom the employee contemplated the job sharing arrangement. The request must be submitted at least four (4) months prior to the anticipated date of the

- commencement of job sharing. The written agreement of the employee with whom the job sharing arrangement is proposed must accompany the request.
- b. The employee with whom it is contemplated the position shall be shared must be qualified to perform the duties and responsibilities of the position. Faculty employees who engage in job sharing are expected to carry out their full share of regular faculty responsibilities on a pro-rated basis.
  - c. Where the request is approved by the President, each employee shall be provided with a letter covering the terms and conditions of the Job Sharing arrangement.
  - d. The Job Sharing arrangement shall be for a minimum period of one (1) working year unless otherwise initially agreed, and shall continue for a maximum period of two (2) calendar years.
  - e. If one of the employees participating in the Job Sharing arrangement vacated his/her position the balance of the hours of work shall be assumed by the second employee in the Job Sharing arrangement for the balance of the affected working year.
  - f. Each employee shall receive a salary pro-rated upon the workload percentage assumed.
  - g. Each employee in the Job Sharing agreement shall receive vacation, preparation time, professional development time and other paid leaves of absence on a pro-rated basis to his/her workload percentage.
  - h. Each employee in the Job Sharing agreement shall receive fully paid benefits for Medical Services Plan, Extended Health Benefits and Dental Plan (subject to carrier conditions). Other fringe benefits shall be offered (subject to carrier conditions) on a pro-rated basis. If the faculty employee desires full fringe benefits, he/she shall arrange to pay the College's share of the cost not covered by the pro-rated arrangement and the College shall continue full coverage subject to carrier conditions.
  - i. At the conclusion of the Job Sharing arrangement, each faculty employee is assured of resuming at least his/her previous faculty position and duties.



- j. Other conditions not specifically mentioned herein shall be as described in the Collective Agreement. Matters not covered by the Collective Agreement shall be agreed to by the College and the employees involved.

12.21 Conditions of Extended Leaves - Full-time and Regular Faculty Employees

The conditions of educational leave, exchange leave, maternity/adoption leave, parental leave, political leave, extended leave without pay and partial leave (12.4, 12.5, 12.11, 12.16, 12.17, and 12.18) must be stated in writing by the President according to the conditions of the Agreement, and a written reply must be made by the applicant within thirty (30) days. A full-time or regular faculty employee does not cease to be an employee by virtue of being on an authorized leave under this Agreement.

12.22 Self-Funded Leave Plan

12.22.1 Subject to the rules of compliance with regulations under the Income Tax Act, the College and the Association shall maintain a Self-Funded Leave Plan.

12.22.2 The College and the Association in cooperation with CUPE shall maintain a committee of equal numbers of representatives to administer the Self-Funded Leave Plan.

12.22.3 Changes to the Self-Funded Leave Plan will occur only with the consent of all parties.

12.22.4 Copies of the Self-Funded Leave Plan shall be available from the College or the Association upon request.

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### 13. PROFESSIONAL DEVELOPMENT FUNDING

#### 13.1 Professional Development Funds

13.1.1 To support professional development activities the College shall budget annually for professional development in the following manner:

- a. A Professional Development Fund (PDF) shall be established to support professional development activities as defined in 13.2. The PDF is a continuing fund and any unallocated funds shall carry over to the next budget year.
- b. At the beginning of each fiscal year (April 1), the Board shall place in the Professional Development Fund the following amounts:
  - i. 0.8% of the total faculty salary for the previous budget year.
  - ii. funds necessary to cover the salary and benefits, as specified in this agreement, of 54 person-months of educational leave calculated at 60% of top of scale of the full-time and regular faculty salary scale (Schedule A).
- c. The value of the Professional Development Fund shall be the sum of the annual contribution (13.1.1b) and the unallocated funds (13.1.1a) from the previous year(s) less dispersals to date.
- d. The value of the Education Leave Allocation shall be the sum of the annual contribution (13.1.1.b.ii) and 5% of the unallocated educational leave funds from the previous year (13.2.2).

13.1.2 Nothing in this Agreement prevents the College from funding professional development activities in addition to those activities supported through the Professional Development Fund (13.1.1)

## 13.2 Classification of Professional Development

13.2.1 There shall be two (2) categories of professional development supported by the Professional Development Fund: educational leaves and short term professional development activities as defined in 13.2.2 and 13.2.3.

13.2.2 Educational leave is a period of subsidized leave enabling a regular faculty employee to be freed from regular responsibilities and to be provided with sufficient resources to enable him/her to pursue educational or professional development recognized as beneficial to the College. Proposed educational leave activities must bear a relationship to the faculty employee's teaching duties at the College. Proposals should fall into one or a combination of the following categories:

- a. Directed study through an educational institution (such study need not lead to a degree, certificate, etc.);
- b. Teaching at another institution;
- c. Directed research at an educational institution, research body, governmental body, etc.;
- d. Employment in related area;
- e. Independent study.

13.2.3 Short term professional development activities are activities that enhance present skills and knowledge, adapt to new work methods, and prepare for career advancements within the College and any other activities acceptable to the Professional Development Committee subject to 13.6 and 13.4.2.

## 13.3 Allocation of Professional Development Funds

13.3.1 The funds specified in 13.1.1(b)(ii) (i.e. 54 person-months calculated at 60% of top of scale of the full-time and regular faculty salary schedule) of the Professional Development Fund are to be allocated for the purpose of educational leaves as defined in 13.2.2. The intent of the parties is that the full Educational Leave entitlement shall be used each year. However, in the event that this does not occur, the parties agree that a maximum of 5% of the Educational Leave allocation may be

carried forward to the next budget year as Educational Leave allocation. The balance of the PDF is to be allocated for short term professional development as defined in 13.2.3.

#### 13.4 Committees

13.4.1 The Educational Leave Committee is a committee of the Faculty Association elected according to the Constitution and By-laws of the Faculty Association. The Educational Leave Committee carries out those functions described in 13.5.

13.4.2 The Professional Development Committee is a joint committee of the Faculty Association and the College consisting of an equal number of members selected by each party. The Professional Development Committee carries out those functions described in 13.6.

- a. The Professional Development Committee (PDC) shall consist of a minimum of six (6) people; three (3) nominated by the Board and three (3) nominated by the Faculty Association.
- b. The Professional Development Committee (hereinafter referred to as the "PDC") is empowered to establish its own size and structure subject to 13.4.2.a. The Faculty Association and the Board will nominate their own representatives. Should the size be increased, equal representation shall be maintained.
- c. The PDC is responsible for maintaining operating procedures and policies for the management of the Professional Development Fund (PDF) established in 13.1.1.b. and the distribution of such funds. Such procedures and policies are subject to the terms of the Collective Agreement and must contain provisions addressing the following:
  - i. establishment of the positions of Chairperson, Vice-Chairperson, Treasurer and other officers and positions as deemed necessary. The Chairperson will be a member of the Faculty Association;
  - ii. a list of responsibilities and duties of the officers of the PDC;

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- iii. procedures for filling officers' positions;
  - iv. policies establishing types of activities that are considered short term professional development activities subject to 13.2.3;
  - v. policies addressing eligibility for participating in professional development activities funded by the PDF;
  - vi. policies for allocation and distribution of the PDF;
  - vii. procedures for receiving and approving applications for professional development funds and a procedure to provide for the disbursement of the PDF through the College accounts payable system;
  - viii. procedures for periodic reporting on the use of professional development funds;
  - ix. a procedure for producing a year-end report;
  - x. procedures for reviewing and changing PDC operating procedures and policies and a procedure for reporting procedures and policies to the Board and the Faculty Association.
- d. The PDC shall operate with a fiscal year beginning April 1 of each year.
  - e. The PDC shall publish its operating policies and procedures no less than annually.

### 13.5 Procedures for Educational Leaves

- 13.5.1 Faculty employees are advised that in developing educational leave proposals consideration should be given to the educational priorities of the College after consultation with the educational administrator or Vice President.
- 13.5.2 The Board shall grant educational leaves (as defined in 13.2.2) for an equivalent of 54 person-months or the number determined by 13.3.1 for each year. Faculty employees, excluding sessional appointees, who are to be granted educational leave

must meet the requirements of 13.5.3 and have their proposals for educational leave approved by the President under 13.5.7.

- 13.5.3 To qualify for educational leave, the faculty employee must have a regular faculty appointment with at least five (5) continuous years of service in the bargaining unit or must have at least five (5) years of continuous service since his/her last educational leave. For the purpose of qualifying for educational leave in accordance with this article, continuous service shall be defined in accordance with article 6.4.2. The Faculty Association shall determine which leaves do not count toward the accumulation of the required total five (5) years. Such leaves shall not, however, be an interruption of continuous service for the purpose of this sub-article.
- 13.5.4 The Authorized and Alternate Candidate List shall be forwarded by the Educational Leave Committee of the Faculty Association to the President by September 20 of the year prior to the year during which proposed leaves would take place.
- 13.5.5 Those candidates who are on the Authorized List (see 13.5.4) may apply for educational leave for the following year to the Educational Leave Committee of the Faculty Association.
- 13.5.6 The Educational Leave Committee must submit all proposals to the President and recommend, in writing, acceptance or rejection of all educational leave proposals by November 30.
- 13.5.7 By January 15 the President shall approve or reject, in writing, each proposal for educational leave, notifying both the applicant and the Educational Leave Committee of his/her decision. Approval or rejection of proposals shall be based exclusively on the educational merits of the proposal and must not be dependent upon budgetary consideration. Such approval must not be unreasonably withheld. If a faculty employee's proposal is rejected, the President must give his/her reasons in writing. In the case of rejection, the faculty employee has two weeks in which to revise, in consultation with the Educational Leave Committee, and submit this revised proposal for immediate consideration by the President.
- 13.5.8 Faculty employees whose names are on the Authorized List or who are Alternate Candidates may withdraw their names prior to March 1 by notifying the Educational

Leave Committee in writing. After March 1, faculty employees may withdraw their names only with the permission of the President.

13.5.9 In cases of rejection or withdrawal, the next Alternate Candidate may apply for educational leave no later than thirty (30) calendar days following final rejection or withdrawal. The Educational Leave Committee will have ten (10) calendar days to process the proposal and submit it to the President. The President will have ten (10) calendar days to accept or reject the proposal under the procedures of 13.5.7.

13.5.10 The Educational Leave Committee shall consider, on an individual basis, any proposals for educational leave of less than nine months in duration.

13.5.11 The Educational Leave Committee must review substantial changes in the educational leave proposal and recommend to the President acceptance or rejection. All changes are to be approved by the President. Requests for proposed changes should be made at the earliest possible date. Such approval shall not be unreasonably withheld.

13.5.12 Educational leave shall be available to qualifying faculty employees according to the following options:

- a. eight (8) or nine (9) months at 60% salary she/he would receive if not on educational leave.
- b. two (2) to seven (7) months at 80% salary she/he would receive if not on educational leave.

Educational leaves of less than 9 months duration shall coincide with an instructional period for the faculty employee or as agreed to by the College. A maximum of six (6) faculty employees may be on educational leave at any one time unless otherwise mutually agreed to by the parties.

13.5.13 The educational leave period shall not conflict with the paid vacation period or the twenty (20) day professional development period.

13.5.14 Faculty employees on leave may draw bursaries, grants, scholarships, salaries, etc., which supplement their financial resources. Any compensation which, together with leave salary, would exceed 100% of the salary he/she would have received if not on educational leave shall reduce the College's contributions accordingly. Traveling

expenses or special allowances awarded under the terms of any scholarship or grant shall not affect the faculty employee's salary.

13.5.15 For the purposes of employee benefits, contributions to the benefit plans and pension plans, the faculty employee on educational leave is regarded as a regular faculty employee of the College (subject to Carrier conditions). The College shall maintain its share as set down in the Agreement (Article 14). In addition, the College shall make any additional employer and employee contributions required by the College Pension Plan to ensure that faculty employees who are participating in the Plan are credited with full-time pensionable service at full salary while on educational leave.

13.5.16 The College's contribution toward the educational leave salary shall be a debt by the faculty employee to the College. This debt shall be cancelled on a basis of one month's full-time service as a faculty employee following the educational leave for each month of educational leave. In the event of default of the above obligations, the faculty employee shall be required to refund the amount owed to the College except where the default is caused by termination or non-renewal of contract under 8.4.1 or 6.4.

13.5.17 The faculty employee shall report on activities undertaken during educational leave and submit a statement of remunerations as set down in 13.5.14 to the President and the Educational Leave Committee.

13.5.18 On returning from an educational leave the faculty employee is assured of resuming at least his/her previous faculty position and duties.

### 13.6 Procedures for Short -Term Professional Development Activities

13.6.1 The Board shall advise the Professional Development Committee of the amount of funds to be available for short term professional development activities as determined by 13.2 and 13.3.1 no later than April 1 for the period of one year following. The PDC shall have the authority to approve dispersal of such funds in accordance with normal College accounting practices subject to 13.6.2, 13.6.3 and 13.6.4.

13.6.2 The Professional Development Committee has the responsibility of preparing guidelines for the disbursement of short term professional development activity funds, receiving faculty employees' applications for the use of such funds, and approving the disbursement of such funds. Such guidelines shall contain reasonable



timelines for the approval and dispersal of such funds subject to 13.6.3 and 13.6.4, shall require that the faculty employee contribute no less than ten percent (10%) of the cost of a short term professional development activity, shall require that faculty employees report on activities and provide statements of expenses, and shall include an internal accounting process which conforms to normal accounting practices.

13.6.3 All faculty employees may apply to the Professional Development Committee (PDC) for funds to pursue short term professional development activities.

13.6.4 Short-term professional development funds shall be used for, but not be limited to, such activities as attending courses and conferences, travel expenses, and other activities acceptable to the PDC. Such funds are not to be used for articulation expenses, replacement costs of faculty on approved professional development time, or regular College business, or for training or education required rather than authorized or recommended by the College.

13.6.5 The PDC is accountable to the Board and Faculty Association. A year-end financial summary and a copy of the annual College audit shall be provided to both parties. Either party has the right to request periodic financial statements and details of short term professional development activities funded.

13.7 Technology Fund

The College shall make a pool of \$14,000 available to fund release time for faculty employees who are required to use significantly different software or technology concurrent with their regular workload. Faculty employees so affected may apply to the Vice President – Academic in writing by May 1 of each year. A decision will be made by the Vice President in consultation with the Faculty Association by June 1 of each year.

13.8 Annual Accounting of Funds

Upon request by the Faculty Association, the College shall provide an annual accounting of the use of the Local Negotiations Fund first established in 2001 and now distributed into various provisions of the Collective Agreement, specifically the Professional Development Fund described at Article 13.1.1.b.i, the Technology Fund described at 13.7, and Professional Fees described at Article 15.8.

## 14. HEALTH AND WELFARE BENEFITS

### 14.1 Pension Plan

14.1.1 All new faculty employees are eligible to join the government-operated College Pension Plan in accordance with current legislation. New employees shall be informed of their rights under this plan. The College and the employee shall each make the required contributions to the Plan.

14.1.2 Subject to approval of the Pension Corporation, the Employer will match the employee's contribution for three (3) years of additional pensionable service for employees who retire between the age of fifty-five (55) and sixty-five (65), and who have ten (10) years of service with the Employer and who are eligible under terms of the (College) Pension Plan. Employees who wish to apply for this benefit must submit notice of their intention to the College prior to December 1st of the year prior to the fiscal year the employee wishes to retire.

### 14.2 Employee Family Assistance Program

An Employee Family Assistance Program shall be established for faculty employees and their families. The cost of the benefit to the employee shall be shared equally between the College and the employee. Terms and conditions of the program shall be as agreed in the EFAP Contract.

### 14.3 Advisement of Benefits

Every new full-time and regular faculty employee shall be advised of his/her benefits.

### 14.4 Medical Insurance plus Extended Coverage

(compulsory for new appointees except where the employee can demonstrate equivalent coverage for self and dependents). The standard provincial medical insurance with travel rider is available to all full-time and regular employees. Vision care, per approved plan amount, shall be included in the Extended Health Care Plan. Coverage and eligibility shall be governed by the terms of these plans. The College shall pay the full premium.

### 14.5 Lens Coverage - Full-time and Regular Faculty Employees

Those full-time and regular faculty employees who teach in shop/lab areas and who can demonstrate damage to spectacle lenses as a result of metal sparks, abrasion,

chemical etching or flying objects, experienced at work shall receive a 100% reimbursement of their lens replacement cost from the College. This reimbursement provision is limited to one claim per working year.

14.6 Group Life and Disability Insurance - Full-time and Regular Faculty Employees  
Group Life and Disability Insurance becomes effective after an initial waiting period of three (3) months. Membership is compulsory for all new full-time and regular employees.

- a. Group Life - Benefits are payable on the basis of three (3) times of the annual salary rate rounded to the next higher \$1,000.00. The College contributes 100% of the premium for group life insurance. Group life benefits reduce by 50% at age 65 and terminate at age 70 or earlier retirement.
- b. Disability Insurance - Disability benefits commence ninety (90) calendar days from the date of disability. Monthly disability benefits are 60% of the monthly salary up to a maximum of \$2,500.00. Effective January 1, 1999 the maximum monthly benefit is \$3,000; effective April 1, 2000 the maximum monthly benefit is \$3, 500. Disability benefits may continue up to age 65. The faculty employee contributes 100% of the premium for disability insurance.

14.7 Dental Plan - Full-time and Regular Faculty Employees  
(compulsory for new full-time and regular appointees except where the employee can demonstrate equivalent coverage for self and dependents). The College is to pay 100% of premiums.

14.8 Benefits - Part-time Faculty Employees On the Non-Regular Seniority List

14.8.1 Part-time faculty employees on the Non-Regular Seniority List who are presently on a contract of ten (10) weeks or more duration shall be entitled to participate in the following benefits (subject to the carrier conditions). Participation is compulsory except where the employee can demonstrate equivalent coverage for self and dependants:

- i. medical insurance
- ii. extended health coverage

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iii. dental insurance

The College shall pay 100% of the premiums for medical insurance, extended health coverage and dental insurance for part-time faculty on the Non-Regular Seniority List, who shall also be entitled to Part C (Orthodontics) under the dental plan.

14.9 Bridging of Benefits for Part-time and Sessional Non-Regular Faculty

The College shall bridge benefits for faculty on the Non-Regular Seniority List whose appointment of ten (10) weeks or more terminates in one (1) calendar month, and whose subsequent appointment of ten (10) weeks or more commences in the subsequent calendar month.

Part-time faculty on the Non-Regular Seniority List and sessional faculty who qualify for the College benefit plans during the term of their employment, and who have a reasonable expectation of employment with the College within six (6) months following termination of their contract, shall have the option of continuing participation in the College benefit plan(s) for up to an additional six (6) months provided he/she pays the full premium cost(s).

14.10 Benefits for Faculty on Long Term Disability

- a. Faculty who go on Long Term Disability shall have their benefits paid by the College for a period of two years immediately after their sick leave provisions have expired.
- b. Benefits - If an employee is denied long term benefits the College will pay the benefit premiums for the employee until the appeal(s) to the denial of long-term benefits are resolved.

14.11 Moving Expenses - Full-time Faculty Employees

- a. The College shall pay moving expenses for all new full-time faculty employees.
- b. The term "moving expenses" includes charges normally made by a moving company for packing, transportation and insurance of household effects. Travel expenses not to exceed the amount of one-way economy air fare for

the new full-time faculty employee and his/her family shall be considered moving expenses.

- c. Moving expenses as described in 14.11(b) shall be paid by the College up to a maximum of one-twelfth (1/12) of the faculty employee's initial annual salary step on the appropriate scale.
- d. Subject to the Vice President Administration and Finance's approval, moving expenses may be charged directly to the College.
- e. Receipts for moving expenses incurred by new employees must be submitted to the Vice President Administration and Finance office for reimbursement.
- f. All costs above and beyond moving expenses as described in 14.11(b) must be approved in advance by the Vice President Administration and Finance or his/her designate.

#### 14.12 Changes to Benefit Contracts

There shall be no substantial changes to the contracts. The College shall consult with the Directors of the Faculty Association at least thirty (30) days prior to entering into any modification of the contracts which would result in changed benefits, changed costs, or a change in carrier. In the event that a modification of the disability insurance contract is contemplated which would result in a change of benefits, a change in costs, or a change in carrier, the approval of the Directors of the Faculty Association is required. Copies of all contracts and any changes to contracts referred to in Article 14 (Health and Welfare Benefits) shall be given immediately to the Directors of the Faculty Association.

#### 14.13 Early Retirement Incentive Plan

- 14.13.1 Where it is deemed possible by the Layoff Committee (6.4.9) to offset the impact of layoffs through the offering of early retirement incentives to an instructor, an incentive may be offered.

#### 14.13.2 Eligibility

The College may offer to any employee the choice of an early retirement incentive provided the employee meets the following qualifications:

- a. is age 55 or over, or has a minimum of twenty (20) continuous years of service, and
- b. has a minimum of ten (10) years of pensionable service, and
- c. is a regular employee at the time of early retirement, and
- d. elects to cease employment with the College for purposes of retirement.
- e. For the purposes of this article, pensionable service denotes all periods of employment during which an employee was eligible to contribute to the College Pension Plan.

#### 14.13.3 Process

- a. In an academic year in which the College intends to offer any early retirements, the College shall send a letter to all faculty employees who meet the criteria in 14.13.2 advising them of that fact in October of that year. Employees who are interested in a potential early retirement shall respond within thirty (30) days.
- b. If early retirement incentives are offered, the order shall be:
  - i. to offset layoff
  - ii. to eligible faculty by seniority.

#### 14.13.4 Agreement

An employee who has been offered an early retirement incentive by the College has the right to accept or decline within thirty (30) calendar days of the offer being made.

In the event of acceptance of an offer of early retirement, the employee's date of retirement shall be effective on a date mutually agreed upon between the College and the employee.

#### 14.13.5 Early Retirement Incentive

The retirement incentive will be paid in one lump sum on the date of retirement or, for optimum tax advantage, on an agreed-upon deferred date or in predetermined installments acceptable to the employee and will be based on scale salary without allowances in the following amounts:

Full Years to Retirement:	Payout:
1	20% of annual salary
2	40% of annual salary
3	60% of annual salary
4	80% of annual salary
5 or more	100% of annual salary

#### 14.13.6 Protection of Medical Benefit Coverage

- a. Early retiring employees in receipt of a College pension are advised that they may apply for basic medical and extended health benefit and dental coverage through the Pension Corporation when they file a claim for pension. The Pension Corporation makes appropriate deductions from the monthly pension for premiums. Retired employees in receipt of a pension are advised that they are not allowed to choose to join these plans at a later date.
- b. Early 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 five (5) years following retirement, provided that:
  - i. written notification of the intent to continue these benefits is provided to the Human Resources Department six (6) weeks prior to the date of early retirement (election must be made at this time);

- ii. the individual maintains B.C. residency, and;
  
- iii. the participant pays all premium costs.

14.13.7 Financial Counselling

Each instructor who is offered an early retirement incentive is entitled to receive personal financial counselling conducted by a firm of qualified financial consultants selected by the College. Three (3) hours of consultation is available and up to three hundred dollars (\$300.00) for such consultation(s) shall be paid by the College.



## 15. EMPLOYEE RIGHTS

### 15.1 No Discrimination

The College shall not refuse to employ, or to continue to employ, or to advance a person, nor shall it discriminate against that person in respect of employment or condition of employment on the basis of any of the following factors:

- a. gender, or
- b. age, or
- c. race, or
- d. sexual orientation, or
- e. physical disability, or
- f. current or past psychiatric history, or
- g. number of dependents, or
- h. union activities.

### 15.2 Employment of Workers with Disabilities

- a. The College and the Faculty Association recognize that employment of individuals with disabilities is desirable and that efforts should be made to facilitate such employment.
- b. Employees who have been physically injured in the employ of the College or who, after a prolonged illness, are unable to carry out their previous duties, will be given hiring preference for such other work as may be available, providing the employee is able to perform the duties or can be reasonably trained to perform the duties.

- c. Other conditions or benefits provided by the Collective Agreement can only be modified by mutual agreement of the parties if modifications are required to facilitate employment of individuals with disabilities.

### 15.3 Harassment

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

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

#### 15.3.1 Sexual Harassment

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

Sexual harassment includes, but is not limited to conduct which may be physical, verbal or which by innuendo suggests:

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

Other examples of sexual harassment include:

- d. Verbal harassment or abuse, such as sexist jokes told or carried out after having been advised that the conduct is embarrassing or offensive, and sexist jokes that are by their nature embarrassing or offensive.
- e. Unwelcome remarks about a person's body, clothing or sexual activities.

- f. Displays or distribution of pictures, posters, calendars, objects, literature or other materials that are, by a reasonable standard, sexually suggestive, sexually demeaning or pornographic. The legitimate study, display, use or distribution of such materials or art forms of a sexual nature that are within appropriate academic norms are not considered sexual harassment.
- g. Unwanted and unnecessary touching, patting, pinching, or other unwelcomed physical contact.
- h. Suggestive comments or gestures of a sexual nature.
- i. Compromising invitations.

### 15.3.2

#### Personal Harassment

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

Personal harassment may occur as a single incident or over a period of time. A combined series of incidents - of which any one in isolation would not necessarily be considered harassment - may also constitute harassment. Comments or actions that serve a legitimate, work or study related purpose shall not constitute personal harassment under this article.

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

- a. Physical threat, intimidation, or assault or unwelcome physical contact such as touching, patting, pinching, and punching;
- b. Implied or expressed threat, reprisal or denial of opportunity for refusal to comply with a request which serves no legitimate work or study related purpose;
- c. Display or distribution of pictures, posters, calendars, objects, literature or other material that are racist or, that are, by a reasonable standard, considered derogatory to a particular person or group of persons including students. The legitimate study, display, use or distribution of such materials that are within appropriate academic norms is not considered personal harassment.

### 15.3.3 Personal Harassment

The parties agree that the College will follow the procedures outlined in Articles 2.3 - 2.6 inclusive in the Common Agreement for all harassment complaints defined under the Local Agreement in Article 15.3.2 (Personal Harassment).

### 15.4 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:

- a. freedom in the conduct of teaching;
- b. freedom in undertaking research and making public the results thereof;
- c. freedom from institutional censorship.

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

### 15.5 Indemnity

- 15.5.1 The College will maintain liability insurance, through the Ministry of Advanced Education, to indemnify fully faculty employees, and former faculty employees to the maximum amount as determined by the Ministry, against judgments arising out of actions brought against faculty employees and former faculty employees acting in the normal course of their employment with the College. The College agrees to inform the Faculty Association of the terms of this coverage and of any changes in the coverage.

- 15.5.2 The College further agrees to retain counsel to defend faculty employees and former faculty employees in any action brought against employees acting in the normal course of their employment with the College and to pay the legal costs and necessary disbursements associated with the defense.
- 15.5.3 The College shall not seek indemnity against faculty employees and former faculty employees in any case in which the College is sued for conduct of faculty employees and former faculty employees acting in the normal course of their employment with the College.
- 15.5.4 The College will provide advance notice to those current and former faculty employees who are named by an investigation, inquiry or complaint under this article as soon as the College becomes aware.
- 15.6 Health and Safety
- 15.6.1 The College and the Union are committed to working together to promote and maintain health and safety in the work place.
- 15.6.2 The College agrees to comply with all regulations made pursuant to the Workers' Compensation Act or any other statute of the Province of British Columbia pertaining to the working environment.
- 15.6.3 Occupational Health and Safety Committee  
The College shall maintain an Occupational Health and Safety Committee in keeping with the Industrial Health and Safety Regulations of Worksafe BC and ensure such committees carry out all duties and responsibilities in accordance with said regulations. There shall be no fewer than two (2) faculty employees appointed by the Association on the committee.
- The Occupational Health and Safety Committee shall assist in creating a safe place of work, shall recommend actions which will improve the effectiveness of the occupational health and safety program, and shall promote compliance with the Industrial Health & Safety regulations.

Without limiting the generality of the foregoing, the Committee shall:

- a. make recommendations for the establishment and enforcement of safety and health policies and practices.
- b. participate in the identification of dangers to the safety and health of employees of the College and recommend to the appropriate Vice President means of controlling the dangers.
- c. advise on and promote safety and health programs for the education and information of the employer and employees.
- d. receive, consider, and where necessary investigate complaints/reports respecting safety and health of employees and make recommendations to the appropriate Vice President.
- e. participate in inspections at places of employment concerning the safety and health of employees. Copies of inspection reports are to be submitted to the Occupational Health and Safety Committee.

All Association-appointed Committee representatives engaged in health and safety responsibilities shall be considered to be performing assigned duties while involved in safety and health inspections, accident investigations, meetings, or related activities.

Copies of the minutes of the Occupational Health and Safety Committee meetings shall be distributed to both the Association and the College.

The College in consultation with Worksafe BC and the Occupational Health and Safety Committee shall provide training to the Occupational Health and Safety Committee dealing with the objectives and the duties of the Committee.

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

15.6.5 Pursuant to Regulation 8.24 of the Industrial Health and Safety Regulations, a faculty employee may refuse to perform assigned work when the employee has reasonable cause to believe that to do the assigned work may be a danger to the health and safety of him/her self or anyone at or near the workplace. In this event, the faculty

employee shall forthwith report the situation to his or her educational administrator or the Safety Coordinator. The situation shall then be investigated and, if possible, resolved through the following sequence:

- a. by his or her educational administrator and the faculty employee concerned and/or his or her Faculty Association representative;
- b. by a faculty representative of the Occupational Health and Safety Committee and the Safety Coordinator;
- c. by an officer of the Worksafe BC or relevant inspector.

The Faculty Association shall be informed by the educational administrator of all complaints at step a. of the above sequence.

#### 15.6.6 Violence in the Workplace

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

An employee has the right to remove her/himself from any situation in which she/he perceives an immediate threat of violence to her/himself by a student. The faculty member has the right to remain away from the workplace if she/he continues to perceive her/himself to remain under threat until such time as the College has taken action to resolve the situation.

An employee who takes action as outlined in the above paragraph must report the fact to his/her manager as soon as possible, along with relevant details. The College will investigate and take action as necessary. If the faculty employee is dissatisfied with the result, the faculty member may refer the case to the Worksafe BC.

#### 15.6.7 First Aid Provisions

Where a faculty employee agrees with the College to perform first aid duties in addition to their normal duties of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the College, and leave to take the necessary courses shall be granted with pay. An additional payment will be granted to the faculty employee at no less than the Designated First Aid Attendant monthly

rate or pro rata as applicable as identified in the College First Aid Attendant/Coverage Policy 01.06.04.PR.

15.6.8 Injury Pay

A faculty employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of his/her shift without deduction from sick leave.

15.6.9 Emergency Transportation

Transportation to the nearest physician or hospital for faculty employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer.

15.6.10 Safety Equipment and Apparel

- a. If a faculty employee is required, under Worksafe BC Regulations, to wear safety-toed footwear, the College agrees to reimburse the employee eighty percent (80%) of the cost of the footwear upon presentation of a receipt for one pair per calendar year.
- b. Where a faculty employee wears corrective lenses and is required to work in an environment requiring safety glasses or goggles, the College shall provide, at no cost to the faculty employee, CSA approved corrective safety glasses to be replaced annually or whenever the corrective safety lenses are damaged.
- c.
  - i. If a faculty employee is required to use hearing protection in a given work environment, the College shall provide, at no cost to the faculty employee, CSA approved hearing protection devices appropriate to the work environment.
  - ii. Faculty employees must wear hearing protection in accordance with Worksafe BC Regulations.

15.7 Tuition Fee Exemption

Regular, Non-Regular Seniority List (Article 6.6)& Sessional Faculty (Article 5.1) members, their spouses and dependent children shall be exempted from tuition fees for all CNC courses providing that:



- a. they are not one of the minimum number required to ensure “go” status of the course.
  
- b. there is a vacant seat for the employee, spouse, or dependent children on the first day of class. If there is a vacant seat on the first day of class and an employee, spouse, or dependent child has guaranteed a seat by paying the tuition, he/she shall be entitled to a tuition refund for the course. If a seat becomes vacant after the first day of class and there is no prospective fee-paying student on a wait list, and an employee, spouse, or dependent child has not guaranteed a seat by paying the tuition, he/she shall be exempted from paying tuition fees. For those courses where the college pays the course instructor on a per student basis, the employee, spouses, or dependent child is responsible for the instructor costs per student.

Admission requirements shall apply to all prospective students and shall not be waived for the purposes of this article.

The prospective student is not exempted from any other non-tuition fees or material costs which students may be required to pay, or from any other requirements students are expected to fulfill.

For the purposes of this article, dependent children shall be defined as children under the age of twenty-five (25) years residing with the employee.

#### 15.8

##### Professional Fees

The College shall pay a regular faculty employee’s professional fees if membership in the professional organization is required as a condition of employment.

## 16. GENERAL PROVISIONS

### 16.1 Appointment of Administrators

- 16.1.1 The Faculty Association shall be notified a minimum of fifteen (15) calendar days in advance of any College decision to fill educational administrative positions. The Faculty Association shall be notified in advance of any College decision to assign new supervisory responsibilities to existing instructional administrative positions.

The College agrees no new educational administrative positions shall be proposed or created without consultation with the Faculty Association. For the purposes of this article, consultation shall mean no less than thirty (30) calendar days notification of the proposed position including a rationale for the creation of such a position, an opportunity to discuss the qualifications, duties, responsibilities and other relevant matters for the position and an opportunity to formally respond to the proposal.

- 16.1.2 The College and the Faculty Association agree that continuing educational administrative vacancies and continuing senior administrative vacancies, shall be filled according to the following procedure:

- a. The President or his/her designate shall strike and Chair a Search Committee. The Search Committee, excluding the Chair:
  - i. Shall have at least four (4) members; and
  - ii. Shall have an equal number of administrators and faculty employees (this is not meant to preclude additional members from other areas).

Faculty employees on the Search Committee shall be appointed by the Faculty Association and should represent the various areas of the College.

- b. The Search Committee Chair shall consult the Search Committee with regard to the position description and advertisement.
- c. The Search Committee Chair and the Search Committee shall:
  - i. Review the list of candidates and select candidates for short-listing.
  - ii. Interview candidates who are short-listed.

- iii. Receive advice from the Faculty Sub-Committee representative(s) and any other representatives from appropriate committees with regard to the final interviewed candidates.
- d. The Search Committee shall make recommendations to the Search Committee Chair on the selection of a preferred candidate. It is intended that the Search Committee reach agreement on a preferred candidate but failing that, may make multiple recommendations to the Search Committee Chair.
- e. The Search Committee Chair, when not the President, will make a final recommendation to the President.
- f. A Faculty Sub-Committee, normally not to exceed six (6) faculty employees, may be appointed by the Directors of the Faculty Association to assist the Search Committee and the Chair. The Faculty Sub-Committee may interview the final candidates. The faculty employees on the Faculty Sub-Committee should represent the various areas of the College.

At least one (1) member of the Faculty Sub-Committee should also serve on the Search Committee. Requests for additional representatives on the Sub-Committee by the Faculty Association shall not be unreasonably denied provided that the total number on the Faculty Sub-Committee is consistent with sound recruitment practices.

- 16.1.3 For the purposes of this article, Regional Principal's and administrative positions in the student services area to which faculty report shall be considered educational administrative positions.
- 16.1.4 When filling the position of President, the procedures as set out in Article 16.1.2. a, b, c, d and f shall apply except that:
- a. the Search Committee Chair shall be the Chair of the College Board or another member of the Board as designated by the Chair of the College Board.
  - b. With regard to Article 16.1.2.c.i the Search Committee will make recommendations to the Chair regarding the short listing of candidates.

- 16.1.5 When filling acting educational administrative vacancies and acting senior administrative vacancies:
- a. Where such acting positions will be filled for 12 months or longer:
    - i. The Faculty Association shall be notified a minimum of fifteen (15) calendar days in advance of any College decision to fill such acting positions.
    - ii. The procedures as set out in either Article 16.1.2 or Article 16.1.4 shall apply.
  - b. Where such acting positions will be filled for less than 12 months;
    - i. The Faculty Association shall be notified a minimum of fifteen (15) calendar days in advance of any College decision to fill such acting positions.
    - ii. The Faculty Association shall be kept informed with regard to the College's intentions for filling continuing positions.
    - iii. In no case shall an acting position exceed twelve months without following the procedures outlined in either Article 16.1.2 or Article 16.1.4, except as mutually agreed to by the Parties.
- 16.1.6 For the purpose of information sharing, the College agrees that if a Coordinator's position (see Articles 4.7 and 5.6) in a program area is discontinued and an administrative position with responsibility encompassing that program area is created within the subsequent eighteen (18) months, then the College shall provide the Faculty Association with the following data prior to filling the administrative position:
- a. A copy of the job description of the new administrative position and
  - b. An outline of how the responsibilities (in addition to teaching duties) previously assigned or delegated by the College to the Coordinator will be handled.

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16.2            Management Performing Teaching Duties

16.2.1        Averaged over a teaching year, a member of management shall not instruct more than one-half (1/2) of the minimum teaching workload for a full-time faculty employee as specified in 10.2.1, 10.3.1, 10.4.1, 10.5.1 10.6.1 or 10.7.1.

16.2.2        During any one week, a member of management shall not instruct more than one-half (1/2) of the maxima teaching workload specified in 10.2.2, 10.3.2, 10.4.2, 10.5.2, 10.6.2 or 10.7.2.

16.2.3        The maximum number of students or the student/instructor ratios in classes taught by a member of management shall not exceed the numbers specified in 10.2.13, 10.3.13, 10.4.13, 10.5.12, 10.6.7, or 10.7.7. The maximum class sizes or student/instructor ratios specified in these articles shall apply to courses taught in a team-teaching format.

16.3            Copyright

16.3.1        The College encourages faculty employees to participate in creative activities which may lead to publications or patents. However, if such activities involve significant use of College time or materials, or if College funds or technical or secretarial assistance are specifically directed to such activities, the faculty employee should have discussions with the President and reach a written agreement as to whether the copyright or patent shall be jointly vested or vested in the faculty employee or in the College. If written agreement is not reached, the issue of copyright or patent vesting may be referred to arbitration in accordance with Article 3.6.1. The copyright or patent shall be jointly vested until the Arbitrators' decision is received.

16.3.2        Faculty employees are warned that they are responsible for obtaining permission from, or clearing requirements of, copyright owners if they wish to duplicate, copy or otherwise use copyrighted materials in their classes, laboratories, or for circulation by the Resource Centre. The College may pay any royalties involved in such use, on the approval of the appropriate Vice President.

16.4 Subsidiary Employment - Full-time and Regular Faculty Employees

- a. Regular faculty employees shall not knowingly undertake employment or participate in contracts which constitute a conflict of interest with the College.
  
- b. Full-time and regular faculty employees who undertake employment outside of the College shall provide at least thirty (30) days' prior written notification to the President. The written notification shall include sufficient detail to permit the President to make an assessment regarding possible conflict of interest. The notice shall indicate if the subsidiary employment shall extend past one (1) academic year. The President may deny subsidiary employment, in writing, within fourteen (14) calendar days of receipt of notice, if it constitutes a conflict of interest. The President reserves the right to review his/her decision regarding the conflict of interest annually if the subsidiary employment extends past one (1) academic year. It is agreed that if the thirty (30) days' prior notification is not provided, the President may also deny the subsidiary employment; however, denial due to failure to provide the thirty (30) days' notice shall not be unreasonable.

16.5 Governance - Education Council

Subject to future changes in legislation, an Education Council shall be established in accordance with the provisions of Bill 22 - Colleges and Institutes Amendment Act, 1994. It is understood that the provisions of the Act (not the Collective Agreement) apply to the operations of the Council.

**SCHEDULE A**  
**FULL-TIME FACULTY SALARY SCALE**

Step	Effective January 1, 2014			Effective April 1, 2015 <sup>1</sup>		
	Annual	Monthly	Weekly	Annual	Monthly	Weekly
1	86,611	7,217.58	1,665.60	87,477	7,289.75	1,682.25
2	81,136	6,761.33	1,560.31	81,947	6,828.92	1,575.90
3	75,577	6,298.08	1,453.40	76,333	6,361.08	1,467.94
4	72,485	6,040.42	1,393.94	73,210	6,100.83	1,407.88
5	69,829	5,819.08	1,342.87	70,527	5,877.25	1,356.29
6	67,175	5,597.92	1,291.83	67,847	5,653.92	1,304.75
7	64,519	5,376.58	1,240.75	65,164	5,430.33	1,253.15
8	61,864	5,155.33	1,189.69	62,483	5,206.92	1,201.60
9	59,209	4,934.08	1,138.63	59,801	4,983.42	1,150.02
10	56,554	4,712.83	1,087.58	57,120	4,760.00	1,098.46
11	53,900	4,491.67	1,036.54	54,439	4,536.58	1,046.90
<b>Coordinator Allowance</b>			<b>2,407.24</b>			<b>2,431.31</b>

Step	Effective February 1, 2016 <sup>1</sup>			Effective April 1, 2016 <sup>1</sup>		
	Annual	Monthly	Weekly	Annual	Monthly	Weekly
1	87,871	7,322.58	1,689.83	88,310	7,359.17	1,698.27
2	82,316	6,859.67	1,583.00	82,728	6,894.00	1,590.92
3	76,676	6,389.67	1,474.54	77,059	6,421.58	1,481.90
4	73,539	6,128.25	1,414.21	73,907	6,158.92	1,421.29
5	70,844	5,903.67	1,362.38	71,198	5,933.17	1,369.19
6	68,152	5,679.33	1,310.62	68,493	5,707.75	1,317.17
7	65,457	5,454.75	1,258.79	65,784	5,482.00	1,265.08
8	62,764	5,230.33	1,207.00	63,078	5,256.50	1,213.04
9	60,070	5,005.83	1,155.19	60,370	5,030.83	1,160.96
10	57,377	4,781.42	1,103.40	57,664	4,805.33	1,108.92
11	54,684	4,557.00	1,051.62	54,957	4,579.75	1,056.87
<b>Coordinator Allowance</b>			<b>2,442.25</b>			<b>2,454.46</b>

**Calculation of Overload (Annual Salary not including Coordinators Allowance)**

Type 1(a), 1(b), 1(c), 1(d): salary p.a./52 weeks/18 hours per week X 1.5 (time and one half)

Type 2: salary p.a./52 weeks/25 hours per week X 1.5 (time and one half)

Type 3: salary p.a./52 weeks/30 hours per week X 1.5 (time and one half)

**NOTE: See end of Full-Time Faculty Salary Scale for explanation of footnotes.**

## SCHEDULE A

### FULL-TIME FACULTY SALARY SCALE

Step	Effective February 1, 2017 <sup>1 2 3</sup>			Effective April 1, 2017 <sup>1 3</sup>		
	Annual	Monthly	Weekly	Annual	Monthly	Weekly
1	89,193	7,432.75	1,715.25	89,639	7,469.92	1,723.83
2	83,555	6,962.92	1,606.83	83,973	6,997.75	1,614.87
3	77,830	6,485.83	1,496.73	78,219	6,518.25	1,504.21
4	74,646	6,220.50	1,435.50	75,019	6,251.58	1,442.67
5	71,910	5,992.50	1,382.88	72,270	6,022.50	1,389.81
6	69,178	5,764.83	1,330.35	69,524	5,793.67	1,337.00
7	66,442	5,536.83	1,277.73	66,774	5,564.50	1,284.12
8	63,709	5,309.08	1,225.17	64,028	5,335.67	1,231.31
9	60,974	5,081.17	1,172.58	61,279	5,106.58	1,178.44
10	58,241	4,853.42	1,120.02	58,532	4,877.67	1,125.62
11	55,507	4,625.58	1,067.44	55,785	4,648.75	1,072.79
<b>Coordinator Allowance</b>			<b>2,479.00</b>			<b>2,491.40</b>

  

Step	Effective February 1, 2018 <sup>1 2 3</sup>			Effective April 1, 2018 <sup>1 3</sup>		
	Annual	Monthly	Weekly	Annual	Monthly	Weekly
1	90,535	7,544.58	1,741.06	90,988	7,582.33	1,749.77
2	84,813	7,067.75	1,631.02	85,237	7,103.08	1,639.17
3	79,001	6,583.42	1,519.25	79,396	6,616.33	1,526.85
4	75,769	6,314.08	1,457.10	76,148	6,345.67	1,464.38
5	72,993	6,082.75	1,403.71	73,358	6,113.17	1,410.73
6	70,219	5,851.58	1,350.37	70,570	5,880.83	1,357.12
7	67,442	5,620.17	1,296.96	67,779	5,648.25	1,303.44
8	64,668	5,389.00	1,243.62	64,991	5,415.92	1,249.83
9	61,892	5,157.67	1,190.23	62,201	5,183.42	1,196.17
10	59,117	4,926.42	1,136.87	59,413	4,951.08	1,142.56
11	56,343	4,695.25	1,083.52	56,625	4,718.75	1,088.94
<b>Coordinator Allowance</b>			<b>2,516.31</b>			<b>2,528.89</b>

Calculation of Overload (**Annual Salary not including Coordinators Allowance**)

Type 1(a), 1(b), 1(c), 1(d): salary p.a./52 weeks/18 hours per week X 1.5 (time and one half)

Type 2: salary p.a./52 weeks/25 hours per week X 1.5 (time and one half)

Type 3: salary p.a./52 weeks/30 hours per week X 1.5 (time and one half)

**NOTE: See end of Full-Time Faculty Salary Scale for explanation of footnotes.**



## SCHEDULE A

### FULL-TIME FACULTY SALARY SCALE

**Effective February 1, 2019<sup>1 2 3</sup>**

Step	Annual	Monthly	Weekly
1	91,898	7,658.17	1,767.27
2	86,089	7,174.08	1,655.56
3	80,190	6,682.50	1,542.12
4	76,909	6,409.08	1,479.02
5	74,092	6,174.33	1,424.85
6	71,276	5,939.67	1,370.69
7	68,457	5,704.75	1,316.48
8	65,641	5,470.08	1,262.33
9	62,823	5,235.25	1,208.13
10	60,007	5,000.58	1,153.98
11	57,191	4,765.92	1,099.83
	<b>Coordinator Allowance</b>		<b>2,554.18</b>

#### Calculation of Overload (**Annual Salary not including Coordinators Allowance**)

Type 1(a), 1(b), 1(c), 1(d): salary p.a./52 weeks/18 hours per week X 1.5 (time and one half)

Type 2: salary p.a./52 weeks/25 hours per week X 1.5 (time and one half)

Type 3: salary p.a./52 weeks/30 hours per week X 1.5 (time and one half)

<sup>1</sup>The first day of the first full pay period after this date. For April 1, 2015, the first day of the first full pay period after this date or the first day of the first full pay period after the date of tentative settlement of the collective agreement (whichever is later). The Parties agree that retroactive adjustment will apply in the case of a tentative settlement on or before September 1, 2015. After that date there will be no retroactive adjustment.

<sup>2</sup>See Memorandum of Understanding on the Economic Stability Dividend (ESD). Annual wage rate may be adjusted depending on the ESD.

<sup>3</sup> Annual wage rates to be determined depending on the ESD.

**SCHEDULE B**  
**PART-TIME FACULTY SALARY SCALE**

<b>Effective January 1, 2014</b>				<b>Effective April 1, 2015<sup>1</sup></b>			
<b>STEP</b>	<b>TYPE</b>	<b>TYPE</b>	<b>TYPE</b>	<b>STEP</b>	<b>TYPE</b>	<b>TYPE</b>	<b>TYPE</b>
	<b>1</b>	<b>2/3</b>	<b>4</b>		<b>1</b>	<b>2/3</b>	<b>4</b>
1	51.58	37.15	30.94	1	52.10	37.52	31.25
2	53.92	38.84	32.36	2	54.46	39.23	32.68
3	56.34	40.57	33.77	3	56.90	40.98	34.11
4	58.72	42.29	35.23	4	59.31	42.71	35.58
5	61.08	44.02	36.66	5	61.69	44.46	37.03
6	63.49	45.70	38.09	6	64.12	46.16	38.47
7	65.86	47.45	39.52	7	66.52	47.92	39.92
8	68.25	49.13	40.96	8	68.93	49.62	41.37
9	70.62	50.85	42.39	9	71.33	51.36	42.81
10	73.01	52.56	43.80	10	73.74	53.09	44.24

  

<b>Effective February 1, 2016<sup>1</sup></b>				<b>Effective April 1, 2016<sup>1</sup></b>			
<b>STEP</b>	<b>TYPE</b>	<b>TYPE</b>	<b>TYPE</b>	<b>STEP</b>	<b>TYPE</b>	<b>TYPE</b>	<b>TYPE</b>
	<b>1</b>	<b>2/3</b>	<b>4</b>		<b>1</b>	<b>2/3</b>	<b>4</b>
1	52.33	37.69	31.39	1	52.59	37.88	31.55
2	54.71	39.41	32.83	2	54.98	39.61	32.99
3	57.16	41.16	34.26	3	57.45	41.37	34.43
4	59.58	42.90	35.74	4	59.88	43.11	35.92
5	61.97	44.66	37.20	5	62.28	44.88	37.39
6	64.41	46.37	38.64	6	64.73	46.60	38.83
7	66.82	48.14	40.10	7	67.15	48.38	40.30
8	69.24	49.84	41.56	8	69.59	50.09	41.77
9	71.65	51.59	43.00	9	72.01	51.85	43.22
10	74.07	53.33	44.44	10	74.44	53.60	44.66

**NOTE: See end of Part-Time Faculty Salary Scale for explanation of footnotes.**

**SCHEDULE B**  
**PART-TIME FACULTY SALARY SCALE**

<b>Effective February 1, 2017<sup>1 2 3</sup></b>				<b>Effective April 1, 2017<sup>1 3</sup></b>			
<b>STEP</b>	<b>TYPE</b>	<b>TYPE</b>	<b>TYPE</b>	<b>STEP</b>	<b>TYPE</b>	<b>TYPE</b>	<b>TYPE</b>
	<b>1</b>	<b>2/3</b>	<b>4</b>		<b>1</b>	<b>2/3</b>	<b>4</b>
1	53.12	38.26	31.87	1	53.39	38.45	32.03
2	55.53	40.01	33.32	2	55.81	40.21	33.49
3	58.02	41.78	34.77	3	58.31	41.99	34.94
4	60.48	43.54	36.28	4	60.78	43.76	36.46
5	62.90	45.33	37.76	5	63.21	45.56	37.95
6	65.38	47.07	39.22	6	65.71	47.31	39.42
7	67.82	48.86	40.70	7	68.16	49.10	40.90
8	70.29	50.59	42.19	8	70.64	50.84	42.40
9	72.73	52.37	43.65	9	73.09	52.63	43.87
10	75.18	54.14	45.11	10	75.56	54.41	45.34

  

<b>Effective February 1, 2018<sup>1 2 3</sup></b>				<b>Effective April 1, 2018<sup>1 3</sup></b>			
<b>STEP</b>	<b>TYPE</b>	<b>TYPE</b>	<b>TYPE</b>	<b>STEP</b>	<b>TYPE</b>	<b>TYPE</b>	<b>TYPE</b>
	<b>1</b>	<b>2/3</b>	<b>4</b>		<b>1</b>	<b>2/3</b>	<b>4</b>
1	53.92	38.83	32.35	1	54.19	39.02	32.51
2	56.37	40.61	33.82	2	56.65	40.81	33.99
3	58.89	42.41	35.29	3	59.18	42.62	35.47
4	61.39	44.20	36.82	4	61.70	44.42	37.00
5	63.84	46.02	38.33	5	64.16	46.25	38.52
6	66.37	47.78	39.81	6	66.70	48.02	40.01
7	68.84	49.59	41.31	7	69.18	49.84	41.52
8	71.35	51.35	42.82	8	71.71	51.61	43.03
9	73.82	53.16	44.31	9	74.19	53.43	44.53
10	76.32	54.95	45.79	10	76.70	55.22	46.02

**NOTE: See end of Part-Time Faculty Salary Scale for explanation of footnotes.**

**SCHEDULE B**  
**PART-TIME FACULTY SALARY SCALE**

**Effective February 1, 2019<sup>1 2 3</sup>**

STEP	TYPE		
	1	2/3	4
1	54.73	39.41	32.84
2	57.22	41.22	34.33
3	59.77	43.05	35.82
4	62.32	44.86	37.37
5	64.80	46.71	38.91
6	67.37	48.50	40.41
7	69.87	50.34	41.94
8	72.43	52.13	43.46
9	74.93	53.96	44.98
10	77.47	55.77	46.48

<sup>1</sup>The first day of the first full pay period after this date. For April 1, 2015, the first day of the first full pay period after this date or the first day of the first full pay period after the date of tentative settlement of the collective agreement (whichever is later). The Parties agree that retroactive adjustment will apply in the case of a tentative settlement on or before September 1, 2015. After that date there will be no retroactive adjustment.

<sup>2</sup>See Memorandum of Understanding on the Economic Stability Dividend (ESD). Annual wage rate may be adjusted depending on the ESD.

<sup>3</sup> Annual wage rates to be determined depending on the ESD.

IN WITNESS WHEREOF the College Board has caused this collective agreement (comprised of the Common Agreement and the Local Agreement) be sealed with the seal of the College of New Caledonia Board, Prince George, BC and signed by the Chair and the Vice President Administration and Finance of the College Board and the Faculty Association of the College of New Caledonia has caused these presents to be executed under the hands of its proper officers duly authorized in that behalf, this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2015.

SIGNED, SEALED AND DELIVERED  
BY THE FACULTY ASSOCIATION OF  
THE COLLEGE OF NEW CALEDONIA

SEALED WITH THE SEAL OF THE  
BOARD OF THE COLLEGE OF NEW  
CALEDONIA

Prince George, BC, and signed in the presence of:

\_\_\_\_\_  
DEBORAH COLLETTE, PRESIDENT  
FACNC LOCAL 3

\_\_\_\_\_  
VINCENT PRINCE, CHAIR  
COLLEGE OF NEW CALEDONIA  
BOARD

\_\_\_\_\_  
JAN MASTROMATTEO, VP  
CONTRACT NEGOTIATIONS  
FACNC LOCAL 3

\_\_\_\_\_  
SUE MCALLISTER, VICE-PRESIDENT  
ADMINISTRATION & FINANCE  
COLLEGE OF NEW CALEDONIA

\_\_\_\_\_  
ROY DAYKIN, CHAIR  
PSEA BOARD

**LETTER OF AGREEMENT  
BETWEEN:  
THE COLLEGE OF NEW CALEDONIA BOARD  
AND:  
FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**

**RE: DEAN APPOINTMENTS AND RE-ESTABLISHMENT OF SENIORITY**

Effective August 1, 1991, the Faculty Association agrees to recognize bargaining unit seniority for Dean appointees equivalent to teaching assignments during the term of the appointment, for a maximum of ten years. Such seniority is acquired at the time the individual becomes a member of the Faculty Association normally at the completion of the appointment.

Individuals accepting a Dean appointment must notify the Faculty Association in writing within thirty (30) days of accepting the appointment, that it is their intention to seek such accumulated seniority under the terms of this letter should they become members of the Faculty Association at the completion of the appointment. Individuals seeking Faculty Association seniority shall pay the equivalent union dues, initiation fees and other assessed charges equivalent to their teaching assignments.

The terms of this letter are in addition to those in the Collective Agreement.

COLLEGE OF NEW CALEDONIA

FACULTY ASSOCIATION OF CNC

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\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_

DATE: October 5, 2015

Originally signed: April 5, 2005

**LETTER OF AGREEMENT**  
**BETWEEN:**  
**THE COLLEGE OF NEW CALEDONIA**  
**AND:**  
**THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**

**RE: ON-LINE DISTRIBUTED LEARNING CREDIT COURSE OFFERINGS**

In order to provide workload language for online distributed learning courses that have been offered or are being developed at CNC, and to review such activities, the parties agree that online distributed learning shall be governed by the following for the remainder of this collective agreement:

1. **Education Council:** Online distributed learning courses represent an alternate method of delivery of course material; therefore, Education Council need not approve distributed learning courses on current course material unless this involves major curriculum revisions. However, if the course being developed is actually a new course, Education Council's approval will be required as it is for any other course. Education Council's acceptance of such offerings shall in no way limit the application of Article 9 (Technological Change) of the local collective agreement.
2. **Curriculum Development:**
  - a. A full-time or regular faculty employee developing an online course shall be provided with a minimum of one (1) section of release for every course he or she develops. The workload release will be determined by mutual agreement of the faculty employee and his or her educational administrator. The extent to which the College provides technical assistance to the faculty employee in placing the course materials online may be a factor in determining the workload release. This workload agreement shall occur in advance of implementation.
  - b. If a full-time or regular faculty employee is required to prepare major curriculum revisions or successfully makes a case that major curriculum revisions are necessary,

the workload release shall be determined by mutual agreement of the faculty employee and his or her educational administrator as outlined in Article 10.10.1 of the Local Agreement. This workload agreement shall occur in advance of implementation.

- c. Non-regular part-time faculty employees developing or revising course materials are considered Type 4. The hours required for the course development shall be reached by mutual agreement of the faculty employee and his or her educational administrator. This workload agreement shall occur in advance of implementation. The written agreement of the Faculty Association is also required. It is recognized that the nature of on-line development opportunities requires that the parties reach agreement in a timely manner.

3. **Course Instruction:**

- a. For faculty employees, the course delivery hours will equal the length of the course.
- b. Since the online environment may be a new experience, faculty employees using this medium for the first time will be given additional time to assist with delivery. This additional time will be determined by mutual agreement between the faculty employee and his or her educational administrator. This workload agreement shall occur in advance of the implementation. The Faculty Association shall be informed of this workload agreement in accordance with Article 10.19.2 of the Local Agreement.

4. **Class Size:** The number of students to be enrolled shall be set by mutual agreement of the faculty employee and his or her educational administrator having due regard for the method of delivery, the kind of course offered and the demands of an online environment. Mutual agreement shall not be unreasonably denied by the faculty employee or his or her educational administrator.

5. **Workload Classification:** Delivery workload will be according to the workload classification in Article 10 of the Local Agreement.



- 6. **Technical Support and Training:** The College will provide adequate technical support and training for all faculty employees teaching online courses.
  
- 7. **Copyright:**
  - a. The copyright provisions of Article 16.3 of the local agreement and Article 5 of the Common Agreement apply.
  - b. When external funding is acquired for curriculum development, copyright provisions of the funding contract apply.
  
- 8. As per Article 6.6.9 of the Common Agreement, no regular employee will be laid off as a direct result of the introduction of distributed learning or education technology.

This letter of agreement expires on renewal of this Agreement unless specifically renewed by the parties.

COLLEGE OF NEW CALEDONIA

FACULTY ASSOCIATION OF CNC

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE: October 5, 2015

Originally signed: April 5, 2005

**LETTER OF AGREEMENT  
BETWEEN:  
THE COLLEGE OF NEW CALEDONIA  
AND:  
THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**

**RE: EARLY INTERVENTION SERVICES  
WITHOUT PREJUDICE/WITHOUT PRECEDENT**

The parties agree that the following positions from the Early Intervention Services program at the Lakes District Campus shall be included in the bargaining unit: Occupational Therapist, Physical Therapist, and Speech/Language Pathologist in. As per Articles 10.1.1 and 10.1.2 of the Collective Agreement, the parties agree that these positions will be classified as Type 4 workloads. As Type 4 faculty positions, all terms and conditions of the Collective Agreement shall apply with only the following amendments:

1. A Speech/Language Pathologist, Physical Therapist, and/or Occupational Therapist with an average of twenty two (22) to thirty-five (35) hours of service delivery is a full-time faculty employee.
2. A full-time Speech/Language Pathologist, Physical Therapist, and/or Occupational Therapist shall work a maximum of thirty-five (35) hours per week. For the purpose of this article, maximum hours shall be an average over the working year. With the faculty employee's written permission, the maximum hours of service delivery in any one week may be increased by five (5) hours.
3. Vacation entitlement for a full-time employee:  
A full-time employee in this category shall initially receive a vacation period of twenty-three (23) working days, which shall include a period of not less than twenty (20) consecutive working days if requested by the faculty employee.  
Thereafter, starting at the beginning of their fifth year of employment, unless other arrangements can be negotiated with the funding agency or authority, they will receive 1.5 days of additional vacation in each subsequent year until the entitlement reaches a maximum of forty-three (43) days, the same number of vacation days as all other full-time employees covered by the Collective Agreement.
4. Vacation entitlement for a part-time employee:  
A part-time Speech/Language Pathologist, Physical Therapist, and/or Occupational

Therapist receives pro-rated vacation pay based upon the entitlement specified in #3 above, calculated on the employees’ total wages for the year.

5. The scheduling of vacation shall be as per Article 12.1 (a) and 12.1(b) of the Collective Agreement. It is agreed that vacation entitlement will normally be taken at a time that is least likely to interrupt service delivery.
  
6. Given that therapy must be provided on a regular on-going basis throughout the year, professional development will be taken at times mutually agreed upon by the employee and the Regional Director such that professional development does not interrupt service delivery. It is expressly agreed that professional development time for this category of employees may be taken in increments of less than a day.
  
7. Either the Union or the employer can serve notification to renew or terminate this agreement after two years from the date of signing.

COLLEGE OF NEW CALEDONIA

FACULTY ASSOCIATION OF CNC

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DATE: September 1, 2015

**MEMORANDUM OF AGREEMENT****Between: College of New Caledonia**

(hereinafter referred to as the Employer)

**And: Faculty Association of the College of New Caledonia**

(hereinafter referred to as the Faculty Association)

**And: Canadian Union of Public Employees, Local 4951**

(hereinafter referred to as the CUPE)

This Memorandum is subject to ratification of the principles of the parties signatory hereto, and all parties agree to recommend to their respective principles, acceptance of all terms and conditions contained herein and the attached documents.

This Memorandum sets out the terms and conditions which have been agreed between the Parties with respect to matters raised as a consequence of a Section 34 Application before the Industrial Relations Council regarding employees associated with the Volunteer Adult Literacy Training Program (VALT).

It is hereby agreed that:

- 1) The existing positions associated with the VALT program shall be part of either the CUPE or Faculty Association bargaining units. As agreed, the existing position in Prince George shall be part of the Faculty Association, the existing position in Quesnel shall be part of the Faculty Association. The remaining positions in Burns Lake, Vanderhoof, and Mackenzie shall remain in the CUPE bargaining unit. When employees in Burns Lake, Vanderhoof, and Mackenzie are doing tutor training and assessment of students, they shall be faculty employees.
- 2) All faculty contracts relating to VALT programs will no longer be considered General Interest Contracts.
- 3) The College will accept the mutual decision of the CUPE and the Faculty Association in determining the bargaining unit status of positions associated to VALT, and any other positions which may in the future be in dispute.
- 4) The Parties have defined a dispute resolution mechanism to settle bargaining unit jurisdictional disputes in the future. The dispute resolution mechanism is attached as "Appendix A".
- 5) The Parties will accept the definition of "primarily engaged in teaching functions" as

the interpretation guidelines in future disputes. The definition is attached hereto as "Appendix B".

- 6) Existing positions, other than VALT will not be the subject of a dispute unless and until there is a significant change in the job duties of the position.

Signed on behalf of  
 FACULTY ASSOCIATION OF  
 THE COLLEGE OF NEW CALEDONIA

Signed on behalf of the  
 CANADIAN UNION OF PUBLIC  
 EMPLOYERS, Local 4951

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Signed on behalf of  
 THE COLLEGE OF NEW CALEDONIA

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Date: October 5, 2015

*Original memorandum was dated Dec. 9, 1993, and signed by*

*FACULTY ASSOCIATION OF  
 THE COLLEGE OF NEW CALEDONIA  
 George A. Davison  
 Joan M. Connors*

*THE COLLEGE OF NEW CALEDONIA  
 T. A. Weninger*

*PULP PAPER AND WOODWORKERS  
 OF CANADA, LOCAL 29  
 Nancy Bull  
 Sue McAllister*

## Appendix A

This memorandum sets out the terms and agreements that have been reached between the CUPE, Local 29, the Faculty Association of the College of New Caledonia and the College of New Caledonia with respect to matters raised as a consequence of the Section 34 application regarding employees associated with VALT (Volunteer Adult Literacy Training).

- 1) The parties agree that positions associated with VALT shall be part of either the CUPE or the Faculty Association bargaining units. Faculty contracts related to VALT will no longer be General Interest contracts.
- 2) The College agrees to accept the mutual agreement of the CUPE and the Faculty Association as determining the bargaining unit status of positions associated with VALT.
- 3) In the event of a jurisdictional dispute the following process will be followed:
  - a. The process can be initiated by any party, by written notice to the other party, when a position is created or the duties of an existing position are changed. The written notice must be given within ten (10) calendar weeks of the time either party could have reasonably become aware of the action.
  - b. Upon initiation, all parties shall meet and within twenty-one (21) days shall attempt to reach a mutual agreement.  
The parties may, by mutual consent, waive any stage or time limits of the procedures described in 3a and 3b.
  - c. If an agreement is not reached, the matter shall proceed to an informal arbitration process.
    - An arbitrator shall be chosen on a random basis from the following list of names.

Bob Blasina	Bob Diebolt
Shona Moore	Irene Holden
    - The matter will be heard by the arbitrator within ten (10) weeks of the date s/he is selected. In the event that the arbitrator selected cannot hear the matter within this 10 week time limit, the parties shall make a further choice, using the random selection process, until an arbitrator is available to conduct a hearing within the ten (10) week time limit.

## Appendix B

### ARBITRATOR'S INTERPRETATION GUIDELINE

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This guideline is intended to assist the arbitrator in determining whether or not a disputed position is "primarily engaged in teaching functions".

#### Outline of Teaching Functions

Inclusion of the following elements in a position may lead to the individual being considered to be "primarily engaged in teaching".

- 1) The exercise of professional judgement and training to determine what is educationally appropriate in:
  - a. the development/alteration of curricula
  - b. the selection, introduction and/or initial delivery of new or consequential materials, concepts, ideas or techniques to individuals or groups of individuals in an educational setting
  - c. the specification of educational data, activities and resources
- 2) The provision of professional advice to individuals in an educational setting which requires specialized subject expertise and knowledge that is acquired through training and education such as in the fields of librarians and counsellors.
- 3) The exercise of professional judgement in the independent assessment and/or evaluation of individual performance and grade assignment

#### Factors Relating to "Primarily Engaged In"

The following factors may be considered, though none by itself determine the issue.

- 1) The nature and degree of the functions actually performed;
- 2) Education, training and background required;
- 3) Terms and conditions of employment.

The arbitrator is limited to the issue at hand and must apply the facts, as presented by the parties, to an "interpretable basis" that provides demarcation between the CUPE bargaining unit and the Faculty Association bargaining unit.

- Costs shall be shared equally between the parties.
- No party shall use legal representation at the table but will have the opportunity to seek counsel's advice as deemed necessary. Each party will appoint a designated spokesperson.
- All parties will make every effort to present their position in a manner which will limit the arbitration process to one day. In the event that a number of issues are being discussed, the time allowed may be adjusted.
- The arbitrator shall report his/her decision within one calendar week to all parties.

- 1) The College agrees to accept the definition "primarily engaged in teaching functions" that the CUPE and the Faculty Association agree upon and the mechanism for resolving disputes.

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 College of New Caledonia

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 CUPE, Local 4951

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 \_\_\_\_\_  
 Faculty Association

Date October 5, 2015

*Original memorandum was dated Dec. 9, 1993, and signed by*

*FACULTY ASSOCIATION OF  
 THE COLLEGE OF NEW CALEDONIA*

*THE COLLEGE OF NEW CALEDONIA*

*T. A. Weninger*

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*PULP PAPER AND WOODWORKERS  
 OF CANADA, LOCAL 29*

*Nancy Bull*

*Sue McAllister*



**LETTER OF AGREEMENT  
 BETWEEN  
 THE COLLEGE OF NEW CALEDONIA  
 AND  
 THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**

**RE: MLTS SUMMER PRACTICUM SUPERVISOR WORKLOAD**

Due to the nature of the MLTS program, the parties agree to the following workload for the MLTS summer practicum supervisor:

The teaching year denotes a maximum of 35 instructional weeks (including exam and practicum) that shall include summer work that spans over the division of two teaching years.

The parties agree that the summer practicum supervisor will be taking vacation and professional development in advance of earning some of those days. The parties also agree that the summer practicum supervisor will not normally carry over vacation or professional development days.

This letter of agreement shall be reviewed at the expiration of the Collective Agreement.

COLLEGE OF NEW CALEDONIA

FACULTY ASSOCIATION OF CNC

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Date Renewed: October 5, 2015

Originally signed: April 15, 2010

**LETTER OF AGREEMENT  
BETWEEN:  
THE COLLEGE OF NEW CALEDONIA  
AND:  
THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**

**RE: IMPLEMENTATION OF COMMON AGREEMENT ARTICLE 16 – COMMON  
FACULTY PROFESSIONAL DEVELOPMENT FUND**

Whereas the 2012-2014 CNC FACNC Collective Agreement is comprised of the 2012-2014 Common Agreement and the 2012-2014 Local Agreement; and

Whereas Article 13 of the Local Agreement provides for a Professional Development Fund (“the 0.8 Fund”) that encompasses both a Professional Development Fund and an Education Leave Allocation; and outlines a process for the administration of Professional Development Fund; and

Whereas the 2012-2014 Common Agreement contains Article 16 Common Faculty Professional Development Fund (“the 0.6 Fund”); and

Whereas Article 16 of the Common Agreement stipulates that the parties will mutually agree on a process and criteria for the review and adjudication of employee applications to “the 0.6 Fund”;

The parties agree that:

1. The 0.8 Professional Development Fund in the Local Agreement Article 13 and the 0.6 Professional Development Fund in the Common Agreement Article 16 are two separate funds to be administered consistent with the terms of the respective Articles.
2. The 0.8 Professional Development Fund (“the 0.8 Fund”) will continue to operate as per Article 13 of the Local Agreement.
3. The 0.6 Common Faculty Professional Development Fund (“the 0.6 Fund”) will operate as per Article 16 of the Common Agreement and the mutually developed local process and criteria guidelines.
4. The Professional Development Committee will have responsibility for the administration of “the 0.8 Fund” and “the 0.6 Fund”.
5. The Professional Development Committee will administer the “0.6 Fund” as per Article 16 in the Common Agreement, including the preparation of applicable process and criteria guidelines. The parties agree that The Professional Development Committee Guidelines of March 2010 need to be revised to be in compliance with Article 16 of the Common Agreement which stipulates in Article 16.2.1 that “the local parties will mutually agree on a process and criteria for the review and adjudication of employee applications to “the 0.6 Fund”.

- 6. The Professional Development Committee will draft the process and criteria guidelines for the review and adjudication of employee applications to the “0.6 Fund” subject to the mutual agreement of the parties to the Collective Agreement. The revised process and criteria shall be submitted for approval by October 10, 2014 for a decision by October 17, 2014.
  
- 7. The Professional Development Committee will recommend the adjudicated applications to “the 0.6 Fund” to the Vice President Academic or designate who is responsible for the final approval of the applications. The Vice President Academic or designate will respond to the Committee with his/her decision not later than ten (10) working days from receipt of the Committee’s recommendation for each application, and whenever possible will have received any further information requested. When further information is requested, the parties will develop an appropriate timeline for conclusion.

COLLEGE OF NEW CALEDONIA

FACULTY ASSOCIATION OF CNC

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Date Renewed: September 1, 2015

Originally signed: August 27, 2014

**LETTER OF AGREEMENT  
BETWEEN:  
THE COLLEGE OF NEW CALEDONIA  
AND:  
THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**

**RE: REGULARIZATION FRAMEWORK AGREEMENT**

May 1

By or before May 1<sup>st</sup>, the College will provide the Union in writing with a list of the faculty employees it has identified that it anticipates at the end of that appointment year (August 1<sup>st</sup> to July 31<sup>st</sup>) who will have either at least (2) two consecutive appointment years of work at a workload of fifty percent (50%) or greater for each of two (2) consecutive appointment years or who have performed a workload of at least one hundred and twenty percent (120%) of an annualized workload over at least two (2) consecutive appointment years pursuant to Articles 5.5.1.a and 5.5.1.b (the "Regularization Thresholds"), and the College's reasonable expectation of the "ongoing employment" and "ongoing workload" (the "Workload") for the upcoming appointment year for those Faculty employees including a list of the courses or other faculty assignments that are expected to make up the Workload, the College's explanation of the reasonably expected Workload, and the following documentation or information:

Current available timetables (could be in draft form);

College Application report;

Any confirmations of externally funded programming; and

The expected intersession work for the upcoming appointment year.

If anything changes after May 1<sup>st</sup> but before July 31<sup>st</sup> regarding whether someone has met the regularization thresholds or the College's reasonable expectation of the Workload for any faculty employee identified, the College will notify the Union in writing of that change as soon as practicable and provide the Union with documentation relevant to that change.

The Union will file any grievances regarding whether a faculty employee has met the regularization threshold or whether the relevant documentation has been produced by June 1 (a "Grievance").

The Union will refer any Grievance to the following expedited process:

- (a) By no later than June 1<sup>st</sup>, the Union shall refer the Grievance to Mark Brown, or if he is not available, Kate Young.
- (b) By no later than June 15<sup>th</sup>, the arbitrator shall convene a case management conference call to determine the process for resolving the dispute. The case management process shall include a time frame for the exchange of particulars and documents, a time frame for written submissions if directed by the arbitrator, the use of will say statements, agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution to the dispute.
- (c) If an oral hearing is scheduled by the arbitrator it shall be held by July 15<sup>th</sup>. The oral hearing shall not exceed one (1) day.
- (d) If a written submission process is directed by the arbitrator it shall be concluded by July 15<sup>th</sup>. The written submissions shall not exceed ten (10) pages in length.
- (e) The parties will use a limited number of authorities.
- (f) The arbitrator will issue a decision within five (5) days of the conclusion of the hearing or submission process.
- (g) The arbitrator retains jurisdiction with respect to any issue arising from their decision.
- (h) Except as set out herein the arbitrator under this process shall have the powers and jurisdiction of an arbitrator prescribed in the Labour Relations Code of British Columbia.
- (i) Prior to rendering a decision, the arbitrator may assist the local parties in mediating a resolution to the grievance, but any such mediation will not affect the time limits contemplated herein.
- (j) The local parties shall equally share in the costs of the fees and expenses of the expedited arbitrator.
- (k) Hearings may be conducted at the College or at the Union office where possible to minimize costs.

### June 15 – July 15

If the Union disagrees with any of the College's reasonably expected Workload for the upcoming appointment year for any faculty employee who has met the Regularization Thresholds, the Union will notify the College in writing of its disagreement identifying the faculty employee(s) in question and providing an explanation of why and how it disagrees by or before July 15<sup>th</sup>. By or before July 15<sup>th</sup>, the College and Union will meet to discuss any areas of disagreement and the College will identify any remaining areas of disagreement and provide any further relevant documentation at or prior to the meeting.

### July 31

By or before July 31<sup>st</sup>, the College will advise the Union in writing of its regularization decisions for the appointment year starting on August 1.

## August 15

The Union will file any grievances regarding the College's regularization decisions (a "Reasonable Expectation Grievance") by no later than August 15<sup>th</sup>.

The Union will refer any Reasonable Expectation Grievance to the following expedited process:

- (a) By no later than August 15<sup>th</sup>, the Union shall refer the Reasonable Expectation Grievance to Mark Brown, or if he is not available, Kate Young.
- (b) By no later than August 31<sup>st</sup>, the arbitrator shall convene a case management conference call to determine the process for resolving the dispute. The case management process shall include a time frame for the exchange of particulars and documents, a time frame for written submissions if directed by the arbitrator, the use of will say statements, agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution to the dispute.
- (c) If an oral hearing is scheduled by the arbitrator it shall be held by October 30. The oral hearing shall not exceed one (1) day.
- (d) If a written submission process is directed by the arbitrator it shall be concluded by October 30. The written submissions shall not exceed ten (10) pages in length.
- (e) The parties will use a limited number of authorities.
- (f) The arbitrator will issue a decision within five (5) days of the conclusion of the hearing or submission process.
- (g) The arbitrator retains jurisdiction with respect to any issue arising from their decision.
- (h) Except as set out herein the arbitrator under this process shall have the powers and jurisdiction of an arbitrator prescribed in the Labour Relations Code of British Columbia.
- (i) Prior to rendering a decision, the arbitrator may assist the local parties in mediating a resolution to the grievance, but any such mediation will not affect the time limits contemplated herein.
- (j) The local parties shall equally share in the costs of the fees and expenses of the expedited arbitrator.
- (k) Hearings may be conducted at the College or at the Union office where possible to minimize costs.
- (l) The arbitrator shall include a statement to the effect that the decision is based on a process and agreement unique to these parties and should not be relied upon by any other party.

**Reasonable Expectation Assessment**

The assessment of whether or not there is a reasonable expectation of Workload for a faculty employee as of July 31 will be based on the scheduled College timetables and the list of courses or other faculty assignments that are expected to make up the Workload as identified by the Parties in the Regularization Framework for that faculty employee as of July 31 with the following exceptions:

1. A course offering not previously run by the College;
2. A course offering not run by the College within the immediately preceding three appointment years; or
3. An unlisted Industrial Training Authority ("ITA") course for which additional funding must be obtained from the ITA for the course to go forward (i.e. Learner Demand courses).

For clarity, when the above exceptions are not determinative, whether there is a reasonable expectation of Workload for a faculty employee will be determined on a case-by-case basis.

COLLEGE OF NEW CALEDONIA

FACULTY ASSOCIATION OF CNC

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Date Renewed: September 1, 2015  
Originally signed: January 16, 2015

**LETTER OF AGREEMENT  
BETWEEN:  
THE COLLEGE OF NEW CALEDONIA  
AND:  
THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA  
RE: INTERSESSION WORK FOR TYPES 1A AND 1B**

WHEREAS the parties have met and discussed the idea that having a complement of regular faculty employees teaching courses during Intersession terms would be beneficial to students and would enrich College program offerings; and

WHEREAS it is the common interest of the Union and the College to increase student numbers; and

THEREFORE the parties agree to pursue expanded Intersession offerings, utilizing full-time regular and probationary faculty employees, according to the following terms:

1. Prior to 31 October of each year, the parties will consult through the Joint Interest Committee (JIC) on future Intersession courses offerings during the next two years;
2. Any course offerings recommended by the Joint Interest Committee will form part of the relevant department's workload discussions, subject to the provisions of the collective agreement.
3. Full-time regular and probationary faculty employees within those identified departments will be canvassed for their interest in intersession work;
4. Intersession work will be allocated to interested fulltime regular and probationary faculty employees subject to demand and teaching needs through the academic year;
5. No fulltime regular or probationary faculty employee shall be required to teach three consecutive semesters during any academic year;
6. The Union agrees that it will not unreasonably deny necessary waivers to the collective agreement that have been recognized by the Joint Interest Committee as necessary for Intersession course offerings;
7. The Joint Interest Committee will meet to review, assess and evaluate Intersession course offerings after the conclusion of each Intersession, and to make recommendations for the coming year;

*This Letter of Agreement expires March 31, 2019 unless explicitly renewed by the parties. This does not preclude faculty from completing scheduled intersession work in 2019.*

COLLEGE OF NEW CALEDONIA

FACULTY ASSOCIATION OF CNC

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Date: September 1, 2015



## **MEMORANDUM OF UNDERSTANDING**

### **RE: ECONOMIC STABILITY DIVIDEND (ESD)**

#### **Definitions**

1. In this Letter of Agreement:

“Collective agreement year” means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

“Economic Forecast Council” means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c. 23.

“Forecast GDP” means the average forecast for British Columbia’s real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government.

“Fiscal year” means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as ‘the period from April 1 in one year to March 31 in the next year’.

“Calendar year” is a twelve (12) month period starting January 1<sup>st</sup> and ending December 31<sup>st</sup> of the same year based upon the Gregorian calendar.

“GDP” or “Gross Domestic Product” for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts.

“GWI” or “General Wage Increase” means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11<sup>th</sup>) month in a collective agreement year.

“Real GDP” means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada’s Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as “Real Gross Domestic Product at Market Prices” currently in November of each year.

#### **The Economic Stability Dividend**

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC’s real GDP.

3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.

4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

---

**Annual Calculation and publication of the Economic Stability Dividend**

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.

6. The timing in each calendar year will be as follows:

- (i) February Budget – Forecast GDP for the upcoming calendar year;
- (ii) November of the following calendar year – Real GDP published for the previous calendar year;
- (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
- (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend.

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

- (i) February 2015 – Forecast GDP for calendar 2015;
- (ii) November 2016 – Real GDP published for calendar 2015;
- (iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- (iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend
- (v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively February 1, 2016, February 1, 2017, February 1, 2018 and February 1, 2019.

**Availability of the Economic Stability Dividend**

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

**Allowable Method of Payment of the Economic Stability Dividend**

9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.

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