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STATEMENT OF AGREEMENT

THIS AGREEMENT is effective as of 2001 April 1.

BETWEEN:

Vancouver Community College, of the City of Vancouver, in the Province of British Columbia,

(hereinafter called "the College")

OF THE FIRST PART;

AND:

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

(hereinafter called "the Association")

OF THE SECOND PART.

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

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

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

1 AGREEMENT

1.1 Term of Agreement

1.1.1 This Agreement shall be for a term of thirty-six (36) months from 2001 April 01 to 2004 March 31, both dates inclusive.

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

1.2 Notice to Commence Bargaining

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

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

1.3 Precedence of Agreement

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

2 INTERPRETATION AND DEFINITION

2.1 Interpretation

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

2.2 Employee¹

“Employee” is any person covered by this collective agreement.

2.3 Health Nurse²

“Health Nurse” is a registered nurse who works in the Health Services Department.

2.4 Instructor

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

2.5 Permanent Regular

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

2.6 Probationary Regular

¹ The collective agreement was amended April 2001 to change “instructor” to “employee” where the articles apply to both instructors and health nurses. The exception to this is Article 24, Sexual and Personal Harassment which always contained the term “employee”.

² Amended April 2001

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

2.7 Term or Temporary³

2.7.1 Term or temporary are those appointed under written contracts of employment which stipulate starting and ending dates.

2.7.2 A term or temporary appointment does not obligate the College to offer nor the employee to accept subsequent reappointment except as provided in Article 4.4 (3) and Article 4.9 (*Procedures for Appointment pursuant to 4.4 and 4.8*).⁴

This provision will not affect the appointment of an instructor eligible for regular appointment in keeping with the provisions of Article 4.10 (*Change in Type of Appointment*).

2.8 Full-time

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

2.9 Part-time

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

2.10 Time-status of Appointments

Time-status refers to full-time work or portion thereof specified in an instructor's appointment(s) e.g. full-time, half-time, three-quarters time, two-thirds time, etc., or to the hourly appointment of health nurse.

2.11 Auxiliary or Casual⁵

"Auxiliary or casual" are those employed for unspecified periods on a day-to-day basis whether for full days or partial days. Auxiliary or casual employment shall not normally exceed nineteen (19) consecutive duty days. For those instances where the length of assignment was not accurately predicted, the College will count retroactively the 19 duty days toward regularization.⁶ Auxiliary or casual employees are covered by the following provisions of this Agreement:

³ It is the intention of the parties that "term" refers to instructors and "temporary" refers to nurses.

⁴ Amended April 2001

⁵ It is the intention of the parties that "Auxiliary" refers to instructors and "Casual" refers to nurses.

⁶ Amended April 2001

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

2.12 College or Employer

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

2.13 College President

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

2.14 Vice President

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

2.15 Vice President's Delegate

2.15.1 For the purpose of this Agreement, "Vice President's delegate" refers to a person who has been explicitly designated to the position by a Vice President. This person shall not be a member of the VCCFA.

2.15.2 Notwithstanding 2.15.1, the College Librarian may act in the role of Vice-President's delegate as envisioned in the following Articles:

- 6.2 Determination of Departmental Workload Profiles
- 6.3 Hours of Assigned Duty
- 6.4 Scheduling

6.6	Professional Development
7.2	Annual Vacation

2.16 Area

For the purposes of Articles 4 (*Qualifications, Hiring, Appointments and Change in Type of Appointment*) and Article 11⁷ (*Reduction, Severance Pay, and Recall*), the term "area" shall be the instructional unit(s) listed in Appendix II.⁸

2.17 Duty Day

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

2.18 Fiscal Year

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

2.19 Spouse

For the purpose of this Agreement, the term "spouse" shall include a legal or common-law spouse including a spouse of the same gender defined as follows:

a) the employee's spouse by virtue of a legal marriage

-or-

b) the employee's partner who is eligible to be qualified as a spouse under the following terms:

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

3 ASSOCIATION RIGHTS

3.1 Association Dues

⁷ Amended April 2001

⁸ Amended April 2001

All employees covered by the Association's certificate of bargaining authority shall, as a condition of employment, pay a monthly fee to the association equal to the monthly dues as determined from time to time in accordance with the by-laws of the association. Such payment will be made by means of payroll deduction in accordance with the provisions of Part 1, Section 16 of the Labour Code of the Province of British Columbia or its successors. This deduction shall become effective on the first day of the month coincident with or next following the date of appointment.

3.2 Association President

The Association President is the duly elected chief executive officer of the Vancouver Community College Faculty Association. For the purpose of this Agreement, the Association President shall be considered an employee at all College locations.⁹

3.3 Job Security

- 3.3.1 The College continues to recognize the Vancouver Community College Faculty Association as the bargaining agent for all instructors, counsellors, health nurses and librarians in programs and services conducted by the Employer at all College locations.
- 3.3.2 The Association recognizes the ongoing need of the College for flexibility in offering courses and programs through its Continuing Education Division.
- 3.3.3 Paragraph 3.3.1 does not apply to courses or programs conducted by the College through its Continuing Education Division prior to August 31, 1990.
- 3.3.4 After August 31, 1990, for courses or programs which are substantially similar to those taught by instructors currently within the jurisdiction of the Vancouver Community College Faculty Association bargaining unit, appropriately qualified persons shall be employed to provide the instruction under the terms and conditions of the current Collective Agreement.
- 3.3.5 After a new full-time program substantially similar to one taught by members of the bargaining unit has been successfully established within Continuing Education it will normally be moved into the appropriate instruction division of the College.
- 3.3.6 Should it become appropriate to transfer a program to Continuing Education from another instructional division at any other campus, Article 3.3.4 above, will apply.

3.4 Stewards

⁹ Amended April 2001

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3.4.1 The College shall recognize twelve (12)¹⁰ Association Stewards as representatives of the Association to deal with matters arising from administration of the Collective Agreement. The College shall also recognize in addition to the aforementioned stewards, the Association Chief Steward and the chief representative of the Association to deal with matters arising from the administration of the Collective Agreement. In the absence of a Steward or the Chief Steward the College shall recognize an Association-appointed alternate as the representative of the Association.

3.4.2 The Chief Steward and Stewards shall be granted a reasonable period of leave from normal duties with full pay and benefits to perform their duties as stewards. They shall make scheduling arrangements with their respective Department Heads to ensure that the needs of the department are met.

3.4.3 Notwithstanding the provisions of Article 3.4.2, absences of the Chief Steward for meetings with representatives* of the College pertaining to grievance and/or contract administration shall be with full pay and benefits. However, for other absences of the Chief Steward, the Association shall reimburse the College as per Article 3.6 (Association Business).

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

3.4.4 Representing Members

Stewards shall have the right to be present and represent members at meetings with management that deal with potential disciplinary action or other issues arising from the interpretation or application of the Collective Agreement.¹¹

3.5 Attendance at Meetings (See Common Agreement Article 3.6)

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

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

3.6 Association Business

¹⁰ Amended April 2001

¹¹ New April 2001, previous Article 3.4.4 now Article 18.1.1

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

- 3.6.2 The College shall, upon request from the Association, grant a full or part-time leave of absence to a member of the Association for the purpose of performing duties with the Association or the College-Institute Educators' Association of B.C. provided that:
- a) requests for such leave are made, in writing, by the Association President to the College President whenever possible at least two (2) months prior to the commencement of such leave;
 - b) such leaves shall not exceed two (2) years in length;
 - c) the needs of the Department can be met;
 - d) the Association shall notify the College four (4) months in advance of the return to the College of an employee on leave where such leave is in excess of four (4) months.

- 3.6.3 The College shall continue to pay an employee granted leave under Articles 3.6.1 and 3.6.2 full pay and benefits, for which the Association shall reimburse the College as follows:
- a) leaves of up to and including ten (10) consecutive days - at salary cost;
 - b) leaves of over ten (10) consecutive days and up to, but not including one (1) year - daily rate based on 202 days plus 16%;
 - c) leaves of one (1) year or longer - actual salary and benefits costs for full years and fraction of years on a pro rata basis.

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

3.7 Copy of Agreement

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

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

3.8 Recognition of Picket Lines

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

3.9 Information to the Association

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

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

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

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

* Note: College will provide once computerized system is available.

3.9.4 Notwithstanding the provisions of the collective agreement, the College will continue to furnish the personal information referenced in Article 3.9.3 to the

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Association, provided that in doing so the College is not in contravention of the Freedom of Information and Protection of Privacy Act.

- 3.9.5 The College shall provide the Association with the following:
- (a) College Board public meeting agendas and attachments, when issued;
 - (b) Minutes of public College and representational committee meetings, when issued; and
 - (c) any other information which the College Board, at its discretion, agrees to provide.
- 3.9.6 The College shall copy the Association on any correspondence to employees related to the interpretation and/or application of the Collective Agreement unless confidentiality has been requested by the employees concerned.

3.10 Joint Steering Committee¹²

- 3.10.1 The Joint Steering Committee shall be a standing union-management committee with a mandate to make recommendations to the parties on issues and procedures referred to it by the parties as described herein.¹³
- 3.10.2 The Joint Steering Committee shall consist of two (2) members appointed by the College and two (2) members appointed by the Association. These four members shall be the quorum for a Joint Steering Committee meeting.¹⁴
- 3.10.2.1 The chair shall alternate once every six (6) months between an Association-appointed member and a College-appointed member.
- 3.10.3 The Joint Steering Committee shall have the following responsibilities:
- 3.10.3.1 **Performance Appraisal** - to oversee the performance appraisal process for all employees as detailed in the attached *Guidelines for the Performance Appraisal of Regular Instructors and Health Nurses*¹⁵ and as per Article 15.
- 3.10.3.2 **Evaluation** - to oversee the evaluation process for all employees as detailed in the attached *Guidelines for the Evaluation of Term and Probationary Regular Instructors and Health Nurses* and as per Article 16.¹⁶
- 3.10.3.3 **Evaluation and Appraisal of Instructors with Responsibility Allowances** - to submit a report to the parties within two (2) months of the ratification of a

¹² 3.10.3.4 to 3.10.5.2 deleted April 2001

¹³ Amended April 2001

¹⁴ Amended April 2001 (formerly 8 members in total)

¹⁵ Amended April 2001

¹⁶ Amended April 2001

renewed collective agreement that includes a set of guidelines to be used for the evaluation of instructors during the probationary period of their appointments as Associate Deans, College Librarian, Department Heads, Assistant Department Heads, or Coordinators I and II. The report shall also include a separate set of guidelines to be used for the performance appraisal of instructors in their aforementioned roles.

- 3.10.3.3.1 Both sets of guidelines mentioned in 3.10.3.3 shall include the criteria, procedures, methods, and frequency of evaluation and performance appraisal.
- 3.10.3.3.2 The Joint Steering Committee shall use the October 1991 report of the Committee for the Evaluation and Performance Appraisal of Instructors with Responsibility Allowances as a basis for its work.
- 3.10.3.3.3 On the first of the month following their ratification by the Association and the College, the guidelines developed by the Joint Steering Committee shall be in force. The guidelines shall form part of the Collective Agreement and remain in force for the duration of the Collective Agreement.
- 3.10.4 The Association appointed members of the Joint Steering Committee shall be granted reasonable period of paid leave in order to carry out their responsibilities.
- 3.10.5 Should the members of the Joint Steering Committee be unable to reach agreement on any of the matters within its purview, the matter shall, upon request of one of the parties, be referred for resolution under the terms of Article 12.9 (*Policy Grievance*).

3.11 Consultation on Instructional and Administrative Matters

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

4 QUALIFICATIONS, HIRING, APPOINTMENTS AND CHANGE IN TYPE OF APPOINTMENT

4.1 Hiring Process¹⁷

- 4.1.1 An Area Hiring Recommendation Committee (“AHRC”) will be formed to make recommendations for hiring when there is a need for a new term or regular¹⁸ appointment, or when there is a need to augment an area’s pool of auxiliary instructors.
- 4.1.2 For auxiliary or term instructors, the AHRC will consist of an appropriate Department Head, Coordinator II or delegate, at least one regular instructor from the area, and may include the Associate Dean. Alternative arrangements may be made with the Agreement of the Association and the College.
- 4.1.3 For regular appointments, the AHRC will consist of the Associate Dean or delegate, an appropriate Department Head, Coordinator II or delegate, and at least one regular instructor from the area. Alternative arrangements may be made with the agreement of the Association and the College.
- 4.1.4 Members of the AHRC will receive orientation and training regarding the hiring recommendation process.
- 4.1.5 Each area will develop a hiring recommendation process to be used by the AHRC and submit it to the Vice-President or delegate for approval. In cases where there are multiple areas within a department, the Department Head will coordinate this work.
- 4.1.6 All individuals must complete the hiring recommendation process and be recommended by the AHRC prior to being offered auxiliary or term employment. As long as their name remains on the seniority list as per Article 10.3.2, only one such recommendation per area shall be required whether one is first listed as an auxiliary, or appointed as a term instructor. Except for those permanent regular appointments made pursuant to Article 4.10 (*Change in Type of Appointment*), all regular appointments shall require a recommendation from an AHRC as outlined in Article 4.1.3.
- 4.1.7 From time to time in situations where it is unavoidable, work for unspecified periods may be offered on an auxiliary basis to individuals who have not gone through the AHRC process. In these cases, the individual must be recommended by the Committee within one month of first being employed in order to be eligible for continued or subsequent employment.

¹⁷ Language from Blasina arbitration effective February 28, 2000.

¹⁸ Amended April 2001

- 4.1.8 From time to time, in situations where it is unavoidable, work may be offered to individuals who do not meet the qualifications for the area. In their initial letter of appointment, the College will inform them that they do not meet the qualifications for the area, and therefore do not have the right to have additional work under 4.4(3).¹⁹

4.2 Area Hiring Recommendation Committee Procedures

- 4.2.1 The AHRC will follow the approved hiring recommendation process for all candidates, as per Article 4.1.5. It is the responsibility of the applicants to present all information regarding their qualifications and suitability for the position at the time of application, including original or certified copies of all diplomas, certification and/or degrees.
- 4.2.2 When a new regular appointment is posted, all short-listed applicants, internal and external, will be interviewed by the AHRC.

When making recommendation to the College, the AHRC will recommend the most suitable candidate(s). The Chair of the AHRC will submit the name(s) of the recommended candidate(s) to the appropriate Vice-President or delegate for approval.

4.3 Postings

- 4.3.1 When the need for a new appointment is established and the available work has not been assigned subject to Article 4.4, or, if the College wished to augment an area's list of potential auxiliary instructors, then, the College will post notice of the available work in prominent locations.
- 4.3.2 The AHRC will be allowed a reasonable length of time to review and/or write a posting which will be forwarded to Human Resources for review.
- 4.3.3 The postings will include:
- a) the department, title and area,
 - b) a short description of the duties,
 - c) a statement of the qualifications required,
 - d) for term appointments, the length of the appointment,
 - e) the time status of the appointment, and
 - f) the start date, deadline for application, and other relevant information.

Article 4.3.4: Posting of Vacancies (Health Nurses)²⁰

- 4.3.4.1 When a vacancy occurs or a new position is created within the jurisdiction of this Collective Agreement, a notice of such vacancy shall be posted in all Health Services offices and in such other locations as may be designated by the College for a minimum of five (5) working days and up to ten (10) working days whenever possible, at the discretion of the College. The notice shall contain information related to classification, salary range,

¹⁹ New April 2001

²⁰ Included April 2001

qualifications and experience desired and the current job location. The College may externally advertise such vacancy provided the advertisement does not appear prior to the appearance of internal postings.

4.3.4.2 The College may make a temporary appointment, without posting for periods of up to thirty (30) working days if the former incumbent has terminated their employment. The period above may be extended by mutual agreement of the College and the Union.

4.3.4.3 Temporary postings with a duration of more than thirty (30) working days shall be posted but such temporary employment shall not exceed twelve (12) months unless the Union and the College mutually agree to extend this time.

4.3.4.4 The College shall post the name of the successful applicant in all Health Services locations within five (5) days of making any appointment.

4.3.4.5 Prior to assigning²¹ a regular health nurse from one work location to another, discussion shall take place with the potentially affected health nurse to explain the reasons for such assignment and to endeavour to accommodate the general welfare and interests of the health nurse.

4.4 Appointment Sequence

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

- (1) to employees on recall as per article 11.6
- (2) to part-time regular employees as per Article 4.8.3
- (3) term or temporary employees, on the basis of seniority, who have held term contracts for a minimum of 6 months. ²² (**effective January 1, 2002**)
- (4) to individuals who have been recommended by an AHRC

4.5 Appointment Letters

All employees, as defined by the terms of this Collective Agreement, shall be appointed with written letter of employment, except as outlined in Article 2.11 (*Auxiliary or Casual*)²³.

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

4.5.2 Employees who are offered term or temporary²⁴ appointments shall confirm acceptance by signing and returning one copy of their initial offer of appointment letter to the College. Subsequent offers of term or temporary appointment will be deemed to have been accepted unless the employee concerned duly notifies the College in writing to the contrary within ten (10) working days of receipt of the offer letter.

²¹ Changed from "transferring" to "assigning" April 2002

²² April 2001 to December 31, 2001, see old 4.9

²³ Amended April 2001

²⁴ Amended April 2001

4.6 Regular Appointments

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

4.7 Probationary Instructors

4.7.1 Probationary instructors' appointments to regular instructor status outside of the process outlined in Article 4.10 (*Change in Type of Appointment*) shall have a one (1) year probationary period as per Article 2.6 (*Probationary Regular*).

4.7.2 Probationary regular instructors shall be evaluated as per Article 16 (*Evaluation of Probationary Regular and Term Instructors*) in order to determine their suitability to perform their duties. In extenuating circumstances and with the mutual agreement of both parties, the probationary period may be extended for a period of up to one additional year.

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

4.7.4 Notice of available regular appointments shall be posted and the Association shall be provided with a copy of the notice at the time of posting.

4.7.5 Except as provided in Article 11 (*Reduction, Severance Pay, and Recall*), permanent regular instructors transferred to different positions under this Article shall maintain their permanent regular status but shall be subject to the provisions of Article 16 (*Evaluation of Probationary Regular and Term Instructors*) as they apply to these positions. At the end of a twelve (12) month trial period, permanent regular instructors who have not received successful evaluations or who do not wish to continue in their new positions shall return to their previous positions with one (1) month's notice.

4.7.6 Probationary Health Nurses²⁵

All regular health nurses shall be probationary during their first six (6) calendar months of employment. Upon completion of this probationary period, the health nurse shall be granted seniority dating from the first day of employment with the College.

During the probationary period, the health nurse may be reassigned or dismissed by the College if the College finds the health nurse to be unsatisfactory.

The term "six (6) calendar months" is defined as the period from any given date in one month to the immediately preceding date six (6) months later.

²⁵ Included April 2001

By mutual agreement between the College and the Union, the probationary period may be extended.

- 4.7.7 Temporary health nurses who have completed more than six (6) calendar months of employment, casual health nurses who have completed more than eight hundred and seventy five (875) hours of employment, regular part-time health nurses appointed to a regular full-time position, or regular full-time health nurses appointed to a different or higher rated position, shall not be required to serve a further probationary period; however, such health nurse shall serve a familiarization period, not in excess of six (6) months, during which period the health nurse may return or, for just cause including inadequate performance, be returned to the previously held position.

4.8 Term and Temporary Appointments

- 4.8.1 In order to be considered for term or temporary appointments an employee must meet the hiring criteria applicable to the available position and not have received an unsuccessful evaluation as per Article 16 (*Evaluation of Probationary Regular and Term Health nurses*)
- 4.8.2 Before any term or temporary appointment is made in a department or area, all regular employees who are eligible for recall as per Article 11.6 shall be recalled.
- 4.8.3 Term or temporary appointments to a maximum of full-time status shall then be offered to interested part-time regular employees within the area concerned on the basis of seniority as defined in Article 10.1 (*Definition and Calculation of Seniority*).
- 4.8.3.1 Part-time regular employees may indicate their interest in term appointments by writing to the appropriate Dean at least one month prior to the commencement of any appointment to which they are entitled. There shall be no entitlement to work in progress.

4.9 Procedures for Appointment pursuant to Articles 4.4 and 4.8

These procedures are to take effect January 1, 2002. For ESL instructors hired before January 1, 2002, see also "shaded" Article 4.9 following.

- 4.9.1 Interested part-time regular instructors, as per article 4.8.3 of the Collective Agreement, and all term instructors, as per article 4.4, shall make up the pool of instructors entitled to the right of first refusal of offers of employment for a given area. The names shall be listed in order of seniority. Upon request, the union shall receive a copy of this list for any area.
- 4.9.2 Term appointments shall be offered to a maximum of full-time to instructors as per Article 4.4.
- 4.9.3 All term instructors on the ESL protocol list prior to January 1, 2002 shall remain eligible for term appointments by first refusal and according to their seniority.

- 4.9.4 Term instructors who refuse offers of work shall remain eligible with undiminished rights for subsequent appointments subject to article 4.4.
- 4.9.5 Term instructors entitled to right of first refusal of term appointments shall indicate in writing their desire for term appointments in a given area. A generic form for doing so will be developed in consultation with the college and union. Areas may also develop customized forms in consultation with the college and union. Completed forms must be submitted to the appropriate dean and department head(s) by May 1 of each year.
- 4.9.6 Instructors have the right to change their appointment requests in writing one month before the assignment begins.
- 4.9.7 When offering term appointments, the college will contact instructors in person, by phone and/or e-mail. Instructors have 24 hours to reply to a direct offer of work made in person or on the phone. Instructors have 48 hours to respond to a phone message or e-mail. If the instructor does not respond within 48 hours, the appointment shall be offered to the next person on the list. These time lines may be shortened if the offering is within one week of the appointment starting. The college will make all reasonable attempts to provide instructors with the maximum response time and to alert instructors to the possibility that an offer exists.
- 4.9.8 In the event of a medical emergency which occurs within 72 hours of the beginning of an instructor's term appointment and which would prevent the instructor from completing the appointment, the college may offer the replacement appointment in accordance with departmental procedures.
- 4.9.9 Both the college and the instructor shall fulfill their obligation to any current classes. Appointments that would necessitate a change in instructors for a current class shall not be available to currently employed instructors.
- 4.9.10 After any appointment is complete, instructors retain their right to further appointment subject to Article 4.4.

4.9 Protocol for Term Appointments in the English as a Second Language Division²⁶

- 4.9.1 Interested part-time regular instructors, as per Article 4,8 of the Collective Agreement, and all term instructors in the ESL Division whose names appear on the seniority list as per the Collective Agreement effective April 1, 1995 shall comprise the ESL divisional pool of instructors. The names of these instructors shall be listed in rank order of seniority.
- 4.9.2 Appointments on term contract in the ESL Division or combined ESL/Skill classes will be made available by right of first refusal to instructors in the divisional pool in the following manner:

²⁶ Formerly Appendix "XII", see also Letter of Understanding, Appendix "XVIII". The language under 4.9 in italics is effective only until December 31, 2001.

4.9.2.1 They shall be first offered to part-time regular instructors in the pool as per Article 4.8 (Term Appointments).

Effective January 1, 2002, Article 4.9.2.2 and 4.9.2.3 shall only apply to ESL instructors hired prior to January 1, 2002.

4.9.2.2 They shall then be offered on the basis of seniority to term instructors in the pool to a maximum of full-time status.

4.9.2.3 Term instructors who exercise their right of first refusal shall be removed from the divisional pool. They shall remain eligible, without penalty, for other appointments outside of this protocol.

4.9.3 For instructors hired after January 1, 2002 the above provisions will apply after the first six months of employment as a term instructor. The following conditions shall apply to the offering and acceptance of term appointments that are subject to the terms of this protocol:

4.9.3.1 Within one month of the ratification of the Collective Agreement, all instructors in the divisional pool shall indicate, in writing, to the department head(s) or coordinator concerned, the name(s) of the department(s) to which they wish to be appointed and whether they wish to be considered for combined ESL/Skill appointments; furthermore, part-time regular instructors shall indicate if they wish to exercise their right to term appointments up to a maximum of full-time status.

4.9.3.1.1 *Part-time regular instructors who do not indicate their interest in term appointments within one month of the ratification of the Collective Agreement may do so at a later date, but at least one month prior to the commencement of any appointment to which they are entitled.*

4.9.3.1.2 In the first week of May of each fiscal year, instructors in the ESL divisional pool shall be given the opportunity to change their choice of ESL departments or areas (including ESL/Combined Skills) to which they wish to be considered for appointments. Those instructors who indicate an interest in changing their choice shall receive a letter drafted by the VCCFA and the College which explains their options and provides a response form. The letter shall be hand-delivered or sent by registered mail by the end of May and responses returned to the appropriate Vice President's office no later than June 15.

4.9.3.2 Instructors who do not indicate a preference for a particular department, part-time regular instructors who do not exercise their right to a maximum of full-time work, or instructors who indicate that they do not wish to be included in the divisional pool do so without prejudice to any future appointment outside of the terms of this protocol.

4.9.3.3 Instructors who, because of vacation or other compelling reasons, are unable to notify the appropriate department head(s) or coordinator shall be able to reclaim their status in the pool upon appeal. Any such appeal shall not be unreasonably denied and instructors who are reinstated are subject to the terms of this protocol.

- 4.9.3.4 A copy of the list of instructors in the divisional pool shall be given to the VCCFA within two (2) months of the ratification of the Collective Agreement.
- 4.9.3.5 When offering appointments to instructors, the College shall first attempt to contact them by phone. If that is unsuccessful, the College shall send a letter by courier. If the instructor does not respond within 72 hours of the letter being sent, the appointment shall be offered to the next-lowest ranking instructor in the divisional pool. Instructors who cannot be contacted retain their status in the pool without penalty.
- 4.9.3.6 Instructors who are offered a term appointment have 24 hours within which to reply. If they fail to reply, they shall be deemed to have exercised their right of refusal as per Article 4.9.2.3 above.
- 4.9.3.7 In the event of a medical emergency which occurs within 72 hours of the commencement of an instructor's term appointment and which prevents the instructor from completing the said appointment the College may offer a replacement appointment in accordance with department procedures.
- 4.9.4 Both the College and the instructor shall fulfil their obligations to their current class(es). Additional term appointments that would necessitate a change in instructors for a current class shall not be available to currently employed instructors until their current class(es) have ended.
- 4.9.5 After any term of appointment has been fulfilled, instructors retain their rights to further appointments under the terms of this protocol.
- 4.9.6 Available auxiliary work pursuant to Article 2.9 of the Collective Agreement shall be made available in accordance with divisional and departmental procedures.
- 4.9.7 As and when they are produced, the appropriate Vice-President's office shall provide the Association with an updated list that indicates who in the divisional pool has been offered and not accepted a term appointment under the terms of this protocol.
- 4.9.8 Under the terms of this protocol, an instructor shall not have the right to claim work in progress unless it has been allocated in contravention of the terms of this Letter. If such a claim is upheld, the instructor concerned shall have the right to the remaining portion of the work in progress but has no entitlement to any lost wages, benefits, etc. as a result of the contravention.

4.10 Change in Type of Appointment

- 4.10.1 Term instructors who have held appointments at one-half time or more for at least three hundred and eighty (380) days within a continuous twenty-four (24) month period shall be granted a permanent regular appointment without probation on the first of the month following completion of the said three hundred and eighty (380) duty days, provided such instructors have received a successful evaluation in keeping with Article 16 (*Evaluation of Probationary Regular and Term Instructors*).

- 4.10.1.1 Instructors who fail to accumulate 380 duty days within a continuous twenty-four (24) month period but who have undertaken an instructional assignment equal to that of the regular instructional assignment of regular instructor(s) in their department or area shall receive a permanent regular appointment pursuant to Article 4.10.1.
- 4.10.2 For the purposes of regularization, no instructor may accrue more than 202 duty days in a fiscal year.
- 4.10.3 In the event there is no instructional position available, instructors shall be subject to Article 11 (*Reduction, Severance Pay, and Recall*).
- 4.10.4 The time-status of regular appointments granted as per Article 4.10.1 shall be equal to the time-status of appointments maintained by the term instructor for at least three hundred and eighty (380) days within a continuous twenty-four (24) month period. Any concurrent term appointments shall be combined for the purpose of calculating time-status.
- 4.10.5 Part-time regular instructors who have held additional term appointments for at least three hundred and eighty (380) days within a continuous twenty-four (24) month period shall have the time-status of their regular appointment increased. The increased amount shall be equal to the time-status of the additional term appointment(s) maintained by the instructor for at least three hundred and eighty (380) days within a continuous twenty-four (24) month period. The increase in time-status shall come into effect on the first of the month following the completion for the said three hundred and eighty (380) days.

5 SALARIES AND ALLOWANCES

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

5.1 Per Diem Rate

The per diem rate for instructors²⁷ is calculated by dividing the annual rate by 202. Annual vacation pay, general (statutory) holiday pay, and Christmas holiday pay are included in each per diem amount thus calculated.

5.2 Regular Employees

- 5.2.1 Full-time regular employees shall be paid an annual salary determined in accordance with the per annum rates in the schedule. The salary shall be payable as per the attached letter of agreement semi-monthly pay period.
- 5.2.2 Part-time regular employees shall be paid an annual salary determined in accordance with the per annum rates in the schedule on a pro-rated basis. The salary shall be payable as per the attached letter of Agreement semi-monthly pay period.
- 5.2.3 Regular employees employed for additional duty concurrent with their regular contract shall be paid at the same step as their current step and schedule.

5.3 Term and Temporary Employees

- 5.3.1 Term and temporary employees whose appointments are for a full year shall be paid on the same basis as regular employees.
- 5.3.2 Term instructors whose appointments are for less than a year and who are employed on a full-time basis, shall be paid on a per diem rate according to the schedule for each assigned duty day worked.
- 5.3.3 Term instructors whose appointments are for less than a year and who are employed on a part-time basis shall be paid at an appropriate portion of the per diem rate payable for the appointment period.
- 5.3.4 Term instructors whose written contract is cancelled for any reason within the first ten (10) duty days of that contract shall be paid at the contracted per diem rate for all said ten (10) duty days.
- 5.3.5 Term instructors employed for additional duty concurrent with or as an extension of their current contract shall be paid at the same step as for their current contract.

²⁷ Amended April 2001

5.4 Auxiliary and Casual Employees²⁸

- 5.4.1 Auxiliary instructors who are employed on a full-time basis shall be paid a per diem rate according to the schedule for each duty day worked.
- 5.4.2 Auxiliary instructors employed on a part-time basis shall be paid an appropriate portion of the per diem rate payable for the appointment period.
- 5.4.3 Auxiliary instructors shall be employed for a minimum of three hours per duty day. Casual Health Nurses shall be paid in accordance with Article 6.4.2.3.
- 5.4.4 Casual Health nurses shall be paid on an hourly basis plus a premium in lieu of benefits.

5.5 Allowances

For the term of this Collective Agreement, annual responsibility allowances are payable to instructors in the following positions in accordance with the rates established in Appendix "I":²⁹

Associate Deans/College Librarian (see also Article 7.2.2.6 – *Vacation Scheduling Options for Associate Deans/College Librarian*).

Department Heads

Assistant Department Heads and Coordinators II

Coordinators I

- 5.5.1 Instructors appointed or requested to assume fully the duties of associate deans/ college librarian, department heads, assistant department heads or coordinators on a temporary basis for a period of one (1) month or longer, shall receive the applicable allowance as prescribed in **Appendix "I"**³⁰ for the entire period of temporary assumption of these responsibilities. This clause is not applicable to replacement during the vacation periods of the incumbent being replaced.

5.6 Initial Placement

- 5.6.1 Nothing in this Agreement shall prevent employees from being hired at salaries above the minimum step of the salary schedule.

²⁸ Reference to casual health nurses included in this article April 2001

²⁹ Rates moved to Appendix "I" April 2001

³⁰ Amended April 2001

- 5.6.2 Auxiliary or casual employees rates shall normally be based on the minimum step of the salary schedule for the first nineteen (19) consecutive assigned duty days and thereafter based on the step which reflects appropriate placement for the twentieth (20) and each subsequent day in the same discipline. This does not preclude the initial hiring of auxiliary or casual employees at rates higher than the minimum step of the salary schedule.
- 5.6.3 All employees³¹ shall have the right to discuss their initial step placements with the appropriate Vice President or delegate. All employees have the right to have an Association representative present at any discussion.
- 5.6.4 In determining the initial placement of employees, consideration shall be given by the appropriate Vice President or delegate to previous educational, instructional, and work experience. The onus is on the employees to present evidence of such experience at the time of initial placement. Without limiting the generality of the foregoing, the following criteria may be used in determining the initial placement of employees:
- a) elementary, secondary, or post-secondary teaching experience;
 - b) teaching experience at a recognized adult educational institution;
 - c) teaching experience gained through post-secondary teaching/instructional assistantships;
 - d) related business, industrial, and/or technical or related occupational experience;
 - e) academic degree, diploma, or equivalent;
 - f) certification in the subject area.
- 5.6.5 Not more than one step can be credited to an employee for any given calendar year of educational, instructional, or industrial experience.
- 5.6.6 New employees shall receive a written rationale concerning their initial step placement accompanying their letter of initial appointment and the Association shall be copied.
- 5.6.7 Should, within four (4) months of initial appointment, new employees disagree with their initial step placement, they may review such placement with the appropriate Vice President or delegate, who shall not be the same individual who carried out the initial placement review. At this time employees may submit any additional information that could affect their placement.

³¹ Amended April 2001

- 5.6.8 New employees whose initial step placement is reviewed within the referenced four (4) months and adjusted shall have any such salary adjustments made effective to the date of commencement of their initial contract.
- 5.6.9 When appointing casual health nurses to permanently established positions, recognition shall be given to previous service with the College for purposes of determining the appropriate pay level on the basis of 1,750 hours, being equivalent to 1 year of service.

5.7 Increments

- 5.7.1 Employees shall advance one (1) step on the salary schedule on their increment dates subject to other provisions contained in this Agreement. The increment dates are the anniversaries of their appointments provided that: increment dates for employees who commenced employment on or before the fifteenth day of any month shall be the first day of that month; increment dates of employees who commenced employment after the fifteenth day of any month shall be the first day of the month following.
- 5.7.2 Part-time service will result in a delay and alteration of the increment dates so that instructors receive their increments at the beginning of the month following the month in which the equivalent of 202 full-time assigned duty days have been accumulated.
- 5.7.3³² In the case of absence because of illness, no change in the increment date shall be made for absences totalling sixty (60) or fewer assigned duty days in any fiscal year after the expiration of usable sick leave.
- 5.7.4 The increment date cannot be advanced.
- 5.7.5 Service as auxiliary instructors cannot be used for increment purposes and auxiliary instructors are not eligible for increments.

5.7.6 Increments During Leaves

- 5.7.6.1³³ Increment entitlement shall be delayed one (1) month for each month of absence or any portion thereof exceeding ten (10) duty days unless employees are absent without pay as per Articles 3.2 (Association President), 5.7.6.2, 8.9.1 (*Maternity Leave and Parental Leave(Natural Mother)/Employment Standards Act*), 8.9.2 (*Parental Leave (Natural Father)/Employment Standards Act*), and 8.10.1 (*Adoption Leave/Employment Standards Act*) .

³² Amended April 1998

³³ Amended April 1998

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

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

5.7.7³⁴ Increments and Instructor's Diploma

Instructors who started on or after January 01, 1972 must complete the "Instructor's Diploma" or equivalent in order to obtain their fourth (4th) salary increment from the time they joined the instructional staff.

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

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

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

5.7.7.2³⁶ Instructors³⁷ who are granted exemptions and who subsequently transfer to an assignment where instruction is the major activity will be required to obtain the Instructor's Diploma or equivalent in order to obtain their fourth (4th) salary increment calculated from the date of transfer to the teaching assignment.

5.7.8 Increments for Health Nurses³⁸

5.7.8.1 Subject to a satisfactory evaluation, a temporary part-time or casual health nurse shall be entitled to increments based on the full-time equivalent of a year's length of service. One thousand, seven hundred and fifty (1,750) hours of service shall be the equivalent of one (1) year of service.

³⁴ Amended April 1998

³⁵ Amended April 1998

³⁶ Amended April 1998

³⁷ Amended April 2001

³⁸ Included April 2001, formerly 20.5 and 25 BCNU Agreement. Evaluation of Health Nurses referred to the Joint Steering Committee, based on article 20.6 BCNU Agreement.

- 5.7.8.2 Each regular health nurse shall be granted an annual increase in salary within the salary scale assigned to their position. The amount of the increase shall be one (1) full increment in accordance with the salary appearing in Appendix "1".
- 5.7.8.3 The minimum educational requirement for appointment to the service of Vancouver Community College as a health nurse shall be a recognized baccalaureate degree in nursing or equivalency as determined by the College. An employee who possesses this degree or equivalency shall be entitled to proceed incrementally to a maximum of Step 6 of the salary scale.
- 5.7.8.4 A health nurse who possesses a master's degree in nursing or in a field relevant to their position from a recognized university in Canada or the United States, shall be entitled to proceed incrementally to the maximum of Step 5.
- 5.7.8.5 A health nurse who satisfies the requirements of 5.7.8.1 above, subsequent to their appointment as a health nurse, shall receive a one step salary adjustment, effective the first day of the month immediately following submission of proof thereof and shall be further entitled to proceed incrementally to Step 5.

5.8 New and Revised Rates

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

5.9 Semi-Monthly Pay Periods

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

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

6 ASSIGNED DUTY, WORKING CONDITIONS AND PROFESSIONAL DEVELOPMENT

6.1 Assigned Duty

6.1.1 The term "assigned duty" refers to the forms of work which are listed below in Article 6.1.2 and 6.1.3 and which are determined for each instructor under the terms of Article 6.2.1 and 6.3.1. It is acknowledged that an instructor's professional responsibilities include more than assigned duty.

6.1.2 Assigned duty shall consist of one or more of the following forms of work. These forms of work shall be assigned to each instructor under the terms of Article 6.2.1 and 6.3.1. In the assignment of duties priority shall be given to the instruction of students.

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

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

- student evaluation and/or placement
- marking
- office hours
- provision of information and/or resources to students
- administrative, divisional, departmental, and/or committee meetings
- directing or supervising paraprofessionals and/or support staff
- liaison with industry, community, or other agencies
- course, lesson, or program preparation, and related routine curriculum development work
- development of teaching aids and materials
- previewing and assessing new instructional materials
- other duties agreed to by the department and appropriate Vice President or delegate

6.2 Determination of Departmental Workload Profiles

- 6.2.1 In each department, the department head shall consult with the instructors in the department in order to determine which of the forms of work listed in Articles 6.1.2 and 6.1.3 shall constitute their assigned duties as well as the number of hours for each form of work. The decision of the department head shall be subject to the approval of the majority of the instructors in the department. The decision of the department shall then be subject to the approval of the appropriate Vice-President or delegate. The approval of the appropriate Vice-President or delegate shall not be unreasonably withheld.
- 6.2.2 In determining the forms of work that constitute instructors assigned duties, departments are free to choose any of the forms of work listed in Articles 6.1.2 and 6.1.3 in a manner that meets the objectives of the course or program.
- 6.2.3 Where an instructor's assigned duty includes the forms of work listed in Article 6.1.3, the instructor shall ensure that the students have been given learning assignments normal to the course or program objectives.
- 6.2.4 In order to accommodate the duties listed in Article 6.1.3, instructors may combine classes at parallel or compatible levels of progress for such activities as lectures, labs, audio-visual presentations, presentation to students by guest speakers, field trips, or supervision and monitoring of assigned classroom study.
- 6.2.5 The assigned duties of instructors in each department or area in effect as of October 1, 1992 shall be maintained unless changed through the process described in Article 6.2.1 and in accordance with the provisions of Article 6.

6.3 Hours of Assigned Duty

- 6.3.1 There shall be a maximum of twenty-five (25) hours of assigned duty per week for full-time instructors.
- 6.3.2 The maximum number of hours of assigned duty per week for part-time instructors shall be prorated.
- 6.3.3 Under no circumstances shall the number of hours in which an instructor is assigned to duties listed in Article 6.1.2 exceed the level(s) existing in the instructor's department in the 1989-90 fiscal year, nor shall the total number of assigned duty hours per instructor exceed the level(s) existing in the instructor's department in the 1989-90 fiscal year.
- 6.3.4 No instructor shall have more than five (5) hours of assigned duty per day or more than five (5) consecutive days of assigned duty per week.
- 6.3.5 Arrangements shall be made at each campus for a meal break of one (1) hour duration and for two fifteen (15) minute breaks each day. The breaks shall not be included as part of an instructor's assigned duty.

6.3.6 The foregoing 6.3.4 and 6.3.5 shall be completed within six and one-half consecutive hours.

6.3.7 The provisions of Articles 6.3.4, 6.3.5, and 6.3.6 may be waived with the agreement of the Association and the appropriate Vice-President.

6.3.8 Health Nurses Hours of Work³⁹

The normal hours of work exclusive of meal breaks shall be thirty-five (35) hours per week. The work week shall consist of five (5) consecutive days between Monday and Saturday inclusive. The normal daily hours of work for each health nurse shall be seven (7) consecutive hours exclusive of meal breaks.

6.3.9 Health Nurses Meal Periods and Rest Periods⁴⁰

- (a) All health nurses shall receive an uninterrupted meal break of not less than thirty (30) minutes and not more than one (1) hour of unpaid time, scheduled at approximately the mid-point in the work day or shift. Such a meal period shall be granted to health nurses who work in excess of 3.5 hours per day.
- (b) Every health nurse shall be given one (1) fifteen (15) minute rest period without loss of pay for each morning, afternoon and evening session worked by the health nurse.
- (c) Should the health nurses' rest period be interrupted, they shall, with the approval of their supervisor, have the option of taking the full rest period later in the shift or at the end of the shift, without loss of basic pay.

6.4 Scheduling for Instructors

6.4.1 The department head, with the involvement of the instructors of the department, shall determine each instructor's schedule of assigned duty (subject to the terms of Article 6.2.1 and 6.3.1), professional development, vacation and other leave periods.

6.4.1.2 Approval of all such schedules is the responsibility of the appropriate Vice President or delegate. Consideration shall be given to the commitment of the College, the needs of the department, the desires of the individual, and seniority (not listed in order of priority) in determining an instructor's schedule of assigned duty, professional development, vacation, and other leave periods.

6.4.1.3 A regular instructor assigned to a specific schedule of duty shall have priority for assignment to a different established schedule of duty within the appropriate department, if vacant, on the basis of seniority as defined in

³⁹ Included April 2001, formerly 16.1 to 16.2 BCNU agreement

⁴⁰ Included April 2001, formerly 19.1, 19.2 BCNU agreement

Article 10 (*Seniority*), provided that the qualifications for that discipline and the criteria set out in Article 6.4.2 of this Agreement are met.

6.4.1.4 Notwithstanding the provisions of Articles 6.3.1, 6.3.4, and 6.3.6 the department head, with the approval of the appropriate Vice-President or delegate and the majority of the members of the department, may schedule the equivalent of ten (10) days of assigned duty over nine (9) days or the equivalent of five (5) days of assigned duty over four (4) days.

6.4.2 Scheduling for Health Nurses⁴¹

6.4.2.1 Work schedules shall be posted at least fourteen (14) days in advance. Should the College change the shift schedule of a regular health nurse, except in emergency circumstances and not give at least seven (7) calendar days notice in advance to the affected health nurse of the change in schedule, then the health nurse so affected shall be paid at the applicable overtime rate for all time worked on the first day of the shift posting change.

6.4.2.2 Health nurses may exchange shifts amongst themselves provided that:

- (i) prior approval of such exchange is given by the Director of Human Resources; and
- (ii) no health nurse shall be entitled to any extra compensation to which s/he should not have been entitled under the Agreement in the absence of such shift exchange.

6.4.2.3 A casual health nurse reporting to work at the call of the College for unscheduled work shall be paid for all hours worked with a minimum of two (2) hours pay at their regular rate if the health nurse does not commence work and a minimum of four (4) hours pay at the regular rate if the health nurse commences work.

6.4.2.4 Notwithstanding any provision in this agreement, by mutual agreement between the nurse at each Campus and their Supervisor, the normal daily hours and weekly schedules may be changed to accommodate the needs of the health nurse, providing the best possible service delivery is maintained and there is no additional cost. The College may refuse a leave of absence if less than eight (8) days notice has been given to the College and in the circumstances the College reasonably believes that by reason of the grant of leave of absence a shift change shall be required resulting in overtime payments.

6.4.3 Overtime for Health Nurses⁴²

6.4.3.1 Authorization of Overtime

A health nurse who is required to work overtime shall be entitled to compensation when:

⁴¹ Included April 2001, formerly 17 BCNU agreement

⁴² Included April 2001, formerly 22 BCNU agreement

- (i) the overtime work is authorized in advance by the College;
- (ii) the health nurse does not control the duration of the overtime worked; and
- (iii) emergent situations occur or circumstances dictate that advance authorization of overtime cannot be obtained. If overtime is worked under these conditions, sections (a) and (b) do not apply.

6.4.3.2 Entitlement for overtime

All time worked in excess of the daily or weekly work schedules shall be considered overtime and compensated for in accordance with the following overtime rates:

- (i) Time and one-half for the first four (4) hours of overtime on any regularly scheduled work day.
- (ii) Double time for hours worked in excess of four (4) hours of overtime.
- (iii) All hours worked on the health nurse's scheduled days of rest shall be compensated at double time.
- (iv) All overtime worked shall be compensated in pay or time off, at the health nurse's discretion.
- (v) Health nurses shall not be paid for the first fifteen (15) minutes of overtime immediately following their normal working day, but if they are authorized to work more than fifteen (15) minutes of overtime in any one day, they shall be paid for the total amount of overtime or receive compensating time off in lieu thereof in accordance with (a) and (b) above.

6.4.3.3 Compensatory time off

Compensatory time off for overtime shall be taken at a mutually agreed upon time. Further, any compensatory time off not taken by 31 August of the year next following the year in which it is earned shall be compensated in pay in the following pay period. Health nurses leaving the service of the College for any reason prior to receiving the compensatory time off owing to them shall be compensated therefore as a part of their terminal pay.

6.4.4 Shift Differential for Health Nurses⁴³

⁴³ Included April 2001, formerly 23 BCNU agreement

When the College requires and schedules an employee to work outside the hours of 8:00 a.m. to 5:00 p.m., then for each hour outside of the period from 8:00 a.m. to 5:00 p.m. that the employee works, s/he shall receive a shift differential in the amount of sixty cents (\$0.60) for each hour worked.

6.5 Class Size

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

6.6 Professional Development⁴⁴

- 6.6.1 Professional development is an employee-initiated activity intended to develop or improve instructional skills or methods; to develop, improve or review program, course or curriculum materials; to maintain currency in the employee's subject area; or, to gain additional knowledge and professional competence in the employee's subject area. The term "Professional Development" allows for different activities among employees, departments, and areas as well as for activities not directly or immediately related to the employee's position at the College.
- 6.6.2 Regular and term employees, employed half-time or more, who complete eight (8) months of any combination of assigned duty, College-paid sick leave and/or short term disability benefits within the fiscal year and providing the employee is fit to return to duty, shall be entitled to professional development, as provided herein. To accommodate the foregoing, the College shall provide to each employee a minimum of twenty (20) working days with pay each fiscal year for professional development purposes.
- 6.6.3 The College recognizes that some employees may complete their eight (8) months of any combination of assigned duty in March. In these cases, to accommodate the scheduling, the College shall allow carryover of this Professional Development to the next fiscal year.

This carried over entitlement will not be considered assigned duty for the determination of subsequent Professional Development entitlement for the next fiscal year.⁴⁵
- 6.6.4 For those employees working less than 100% workload, payment for the above entitlement is prorated based on the percentage of scheduled workload maintained during the best accrual months. In unusual situations, in order to

⁴⁴ "Instructor" changed to "employee" April 2001

⁴⁵ 6.6.3 is formerly Appendix "XV"

accommodate scheduling concerns of the department and with the approval of the Dean, employees may, subject to the provisions of Article 6.4, be scheduled to a prorated number of days of professional development, at full salary, based on the percentage of scheduled workload maintained during the best accrual months.

- 6.6.5 Effective April 1, 2002, the College will provide 15 days of professional development to those employees who have worked $\frac{1}{2}$ time or more for 7 months but less than 8 months within one fiscal year.⁴⁶
- 6.6.6 The College may provide employees with additional working days with pay for professional development purposes beyond the prescribed minimum. Any such days shall be granted on the basis of individual application, need, and merit.⁴⁷
- 6.6.7 Employees must complete and submit professional development proposals setting out how the time will be used to their advantage and to that of the College. All professional development proposals must be approved by the appropriate Vice President or delegate. The College reserves the right to suggest alternate activities for the employee's consideration. Upon completion, employees shall account for their activities during their professional development.
- 6.6.8 With the prior written approval of the appropriate Vice President or delegate, any professional development during an employee's vacation period will result in the equivalent number of vacation days being scheduled in accordance with Article 6.4 (*Scheduling*).
- 6.6.9 In order to accommodate professional development, the College shall provide funding in accordance with the attached Letters of Agreement: *Appendix VIII, Professional Development Funds and Appendix IX, Adjudicated Professional Development Funds*⁴⁸.

⁴⁶ New April 2001

⁴⁷ Amended April 2001, formerly Article 6.6.5

⁴⁸ Amended to include New Appendix IX April 2001

7 BENEFITS

For eligible expenses and claims procedures, please refer to the VCC Employee Benefits Booklet and Pacific Blue Cross's "Your Group Benefits".⁴⁹

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

7.1 Entitlement to Benefits

7.1.1 Regular Employees

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

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

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

- Medical Services Plan of BC⁵⁰ (Basic Medical), provided they maintain eligibility under the terms of the plan. Note: the plan will only cover out-of-country expenses for up to twelve months.
- Extended Health Benefits, provided Medical Services Plan of BC coverage is maintained.
- Dental.

⁴⁹ New April 2001

⁵⁰ Amended April 2001

Such benefits will be maintained for employees provided they pay the full cost of the premiums in advance on a quarterly basis. Failure to do so will result in the cessation of benefit coverage.

7.1.2 Term or Temporary Employees⁵¹

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

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

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

- Basic Medical and Extended Health Insurance: effective the first complete calendar month of employment.
- Dental, Short Term Disability, Long Term Disability, Accidental Death and Dismemberment⁵² and Group Life Insurance: effective the first of the month following the day on which they complete ten (10) months of duty within a consecutive twelve (12) month period at half-time or more. Participation in these plans is mandatory upon eligibility. However, employees may waive participation in the dental plan provided they have alternate coverage. Should their other dental coverage cease, employees must immediately apply for coverage under the College's dental plan.

⁵¹ Reference to "temporary" employees inserted April 2001

⁵² Amended April 2001

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

7.2 Annual Vacation

7.2.1 Number of Vacation Days--Instructors⁵³

The annual vacation in a complete fiscal year for all regular instructors, except for the College Librarian or those Associate Deans who choose the vacation provisions of Article 7.2.2.6, is forty-four (44) duty days and pro-rata.

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

7.2.2 Scheduling of Vacation Instructors

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

- One (1) period of forty-four (44) consecutive working days; or
- Two (2) periods of approximately twenty-two (22) consecutive working days.

- 7.2.2.2 At the time of scheduling annual vacation, the department head, with the involvement of the instructor, shall first identify which of the options referred to in 7.2.2.1 is being requested; second, schedule the vacation accordingly; and then schedule residual days, if any.

- 7.2.2.3 Provided the commitment of the College to instruction is met, vacation periods other than as provided in 7.2.2.1 above, may be accommodated on the recommendation of the department head and with the approval of the appropriate Vice President or delegate.

- 7.2.2.4 Should scheduling of vacation result in there being a residue of vacation time, this will normally be scheduled and taken in one single period, as best meets the needs of the department.

- 7.2.2.5 A general (statutory) holiday which occurs during a vacation block is not considered to be part of the annual vacation entitlement.

⁵³ Heading amended to include "Instructors" April 2001

7.2.2.6 Vacation Scheduling Options for Associate Deans/College Librarian

- a) Thirty (30) days, normally taken in a block of one (1) month with that block taken separately from the remaining days, together with a payment of 5.8% of basic salary in lieu of the balance of annual vacation to which regular instructors are entitled, or
- b) Forty-four (44) days, taken in blocks of time approved by the campus administration with no additional payment.
- c) Associate Deans or the College Librarian shall notify the administration of their choice of holiday option at least thirty (30) days prior to the start of the fiscal year.

7.2.3 Vacation Credit Accrual Instructors⁵⁴**7.2.3.1 Full-time Regular Instructors**

Full-time regular instructors shall accrue vacation credit within a fiscal year at the rate of 3 and 2/3 days (44 vacation days divided by 12) per month of assigned duty, including professional development, vacation, and paid leaves. Payment for vacation days accrued shall be adjusted to reflect the time status at which the days were accrued throughout the fiscal year.

7.2.3.2 Part-time Regular Instructors

Part-time regular instructors shall accrue vacation credit within a fiscal year at the same rate as full-time regular instructors specified in Article 7.2.3.1, but shall have payment for vacation days accrued adjusted to reflect the time status at which the days were accrued throughout the fiscal year.

7.2.3.3 Term Instructors

- a) Term instructors on annual contracts shall accrue vacation credit at the same rate as regular instructors. Payment for vacation days accrued shall be adjusted to reflect the time status at which the days were accrued throughout the fiscal year.
- b) Other term instructors shall not accrue vacation credit. Their per diem salary rate for their period of appointment is calculated to reflect an annual salary paid out over a 10-month assigned duty year.

7.2.3.4 Vacation Credit for Partial Months for Instructors

An instructor who commences employment during a period from the first (1st) to the fifteenth (15th) of the month, shall be credited with a full credit for that month.

⁵⁴ Heading amended to include "Instructors" April 2001

An instructor who commences employment from the sixteenth (16th) to the end of the month, shall not be given credit for that month.

An instructor who terminates employment during a period from the first (1st) to the fifteenth (15th) of the month, shall not be given credit for that month. If an instructor terminates employment from the sixteenth (16th) to the end of the month, he/she shall be credited with full credit for that month.

7.2.4 Vacation for Health Nurses⁵⁵

7.2.4.1 Each health nurse shall earn annual vacation based on their years of continuous service with the College. A year of continuous service is defined as service performed from a given date in one (1) month to the immediately preceding date twelve (12) months later.

- Vacation Year - For the purposes of this Article, a vacation year shall be the calendar year commencing January 1 and ending December 31.
- First Vacation Year - The first vacation year is the calendar year in which the health nurse's first anniversary falls.

7.2.4.2 Effective October 1, 1998 each health nurse shall be entitled to receive an annual vacation as follows:

- Less than one (1) year -140 hours and pro-rata.
- One (1) to five (5) completed vacation years - 147 hours and pro-rata.
- Six (6) to twenty-five (25) completed vacation years - 217 hours and pro- rata.
- Twenty-six (26) completed vacation years and over - 238 hours and pro-rata.

- 7.2.4.3
- (a) A health nurse who commences initial employment during the calendar year immediately preceding their first vacation year shall be entitled to take, with the approval of the Director of Human Resources, any vacation accrued to December 31 of that year. Such health nurse may carry over up to 35 hours of vacation leave into their first vacation year with the approval of the Director of Human Resources.
 - (b) Subject to an health nurse's eligibility to carry over thirty five (35) hours vacation leave into their first vacation year, any unused vacation earned during the first partial year shall be paid to the health nurse at December 31 of that year.

⁵⁵ Included April 2001, formerly 26 BCNU agreement

- (c) Should a health nurse resign while being indebted to the College for vacation time taken, but not earned, the College shall take repayment from the health nurse's final cheque.

7.2.4.4

A health nurse, with the approval of the Director of Human Resources, may carry over up to thirty five (35) hours vacation leave from one (1) vacation year to the next. Such carryover must be taken during the year in which it is requested. Under special circumstances, i.e. an extended trip, education or compassionate grounds, a health nurse may be permitted to take thirty five (35) extra hours of vacation prior to entitlement.

- (a) A full-time health nurse working a partial year shall earn 1/12 of the annual vacation entitlement for each month in which the health nurse has received at least ten (10) days pay at the straight time rate.
- (b) A regular part-time health nurse shall earn vacation credit on a pro-rated basis calculated month by month and shall be entitled to the same number of calendar days without recall to duty as a regular full-time health nurse, as provided in 26.1 (a).

7.2.4.5

A casual health nurse shall be paid an amount equal to four percent (4%), or as provided by the Employment Standards' Act, of gross earnings in each pay period as vacation pay.

7.2.4.6

With the approval of the Director of Human Resources, annual holidays may be scheduled at any time during the calendar year provided that they do not unduly interfere with the operational needs of the College Health Services.

7.2.4.7

A health nurse who:

- (a) has completed at least six (6) months continuous service with the College,
- (b) has voluntarily resigned; and
- (c) is re-employed by the College as a nurse under this Agreement, within one (1) year of the date of such resignation.

Shall be credited with all previous years of service with the College for the purposes of determining their annual vacation following their return.

7.2.4.8

- a) If a health nurse commences employment during a period from the first (1st) to the fifteenth (15th) of the month, s/he shall be credited with full credit for that month.
- b) If a health nurse commences employment from the sixteenth (16th) to the end of the month, s/he shall not be given any credit for that month.

- c) If a health nurse terminates employment during a period from the first (1st) to the fifteenth (15th) of the month, s/he shall not be given any credit for that month.
- d) If a health nurse terminates employment from the sixteenth (16th) to the end of the month, s/he shall be credited with full credit for that month.

7.2.4.9 Vacation Entitlement in Year of Retirement

Health nurses who retire under the provisions of the *Public Sector Pensions Plans Act* shall receive their full annual vacation entitlement for that year of retirement.

7.2.5 Vacation Credit While on Leave for Employees

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

Period of leave of absence:

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

7.3 General (Statutory) Holidays

7.3.1 Approved general (statutory) holidays are as follows:

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

7.3.2⁵⁶ For the term of this Agreement, the following general (statutory) holidays will be observed as follows (listed by fiscal year):⁵⁷

HOLIDAY	2001-2002	2002-2003	2003-2004
Good Friday	Friday, April 13	Friday, March 29	Friday, April 18
Easter Monday	Monday, April 16	Monday, April 1	Monday, April 21
Victoria Day	Monday, May 21	Monday, May 20	Monday, May 19

⁵⁶ Amended April 1998

⁵⁷ Amended April 2001

Canada Day	Monday, July 2	Monday, July 1	Tuesday, July 1
B.C. Day	Monday, August 6	Monday, August 5	Monday, August 4
Labour Day	Monday, September 3	Monday, September 2	Monday, September 1
Thanksgiving Day	Monday, October 8	Monday, October 14	Monday, October 3
Remembrance Day	Monday, November 12	Monday, November 11	Tuesday, November 11
Christmas Day	Tuesday, December 25	Wednesday, December 25	Thursday, December 25
Boxing Day	Wednesday, December 26	Thursday, December 26	Friday, December 26
New Years Day	Tuesday, January 1	Wednesday, January 1	Thursday, January 1

7.4 Observance of General (Statutory) Holiday

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

7.5 Christmas Holiday

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

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

7.6 Sick Leave Credit Accrual

See also Articles 8.4 (*Illness or Injury Covered by Workers' Compensation Regular and Term or Temporary Employees*) and 8.5 (*Illness or Injury Not Covered by Workers' Compensation*)

7.6.1 Full-time regular employees, full time temporary employees and full-time term employees shall accrue sick leave credits at the rate of one and one-half (1 1/2) days for each month in which they are on duty for 50% or more of the designated duty days for that month.

7.6.2 Employees employed half-time or more shall accrue sick leave credits on a pro-rated basis.

7.6.3 An employee who commences employment during a period from the first (1st) to the fifteenth (15th) of the month, shall accrue full credit for that month.

An employee who commences employment from the sixteenth (16th) to the end of the month, shall not accrue credit for that month.

- 7.6.4 An employee who terminates employment during a period from the first (1st) to the fifteenth (15th) of the month, shall not accrue credit for that month. An employee who terminates employment from the sixteenth (16th) to the end of the month, shall accrue full credit for that month.
- 7.6.5 When employees are not on duty, the accrual of sick leave credits will continue only if the absence is with pay.
- 7.6.6 Except for periods of Maternity, Parental or Adoption leave provided for in Articles 8.9.1, 8.9.2 and 8.10.1, employees who are on leave of absence without pay in any one calendar month, shall be subject to the following provisions with respect to sick leave credits:
- Period of leave of absence:
- up to and including 15 calendar days - full credit;
 - 16 calendar days or more - no credit.
- 7.6.7 Sick leave credits may be accrued to a maximum of two hundred sixty-one (261) working days.
- 7.6.8 Accrued sick leave credit is lost on termination of employment. However, such sick leave credit will be restored to an employee on recommencement of service, as a term, temporary or regular employee, within two (2) calendar years provided the previous termination was not caused by the employee, and provided the employee has not refused a proposed contract from the College in that period.

7.7 Short Term Disability⁵⁸

7.7.1 Sick Leave Advance/Short Term Disability Transition⁵⁹

Upon becoming ill, permanent employees who have insufficient sick leave credits to accommodate the ten (10) working day waiting period to be eligible for short term disability benefits will be given an advance up to the required 10 days.

Term employees will be advanced the number of sick leave credits they would earn to the end of their contract.

7.7.2 Short-Term Disability Benefit

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

⁵⁸ Heading changed April 2001, changed from "salary indemnity" to reference "disability" benefits.

⁵⁹ Amended April 2001

⁶⁰ Amended April 1998

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

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

7.7.2.2 The premium cost of short term disability coverage shall be borne entirely by employees and shall be paid by means of payroll deduction.

7.7.3 Long-Term Disability

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

- amount of benefit: 70% of salary to a maximum of \$4,300⁶¹ per month;
- duration of benefit: until retirement or as otherwise provided;
- benefit effective: upon expiration of short-term disability coverage.

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

7.7.3.2 The College shall pay the entire premium cost of long-term disability.

7.8 Health Insurance

7.8.1 Basic Health Benefits

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

7.8.2 Extended Health Benefits (See Common Agreement, Article 9.2.1(b))

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

- Ninety-five (95%)⁶² reimbursement on the first one thousand dollars (\$1,000) in-province eligible expenses in excess of the twenty-five dollar

⁶¹ Amended from coverage level of \$2,404 per months effective April 1, 2002

⁶² Amended April 2001

(\$25) per family deductible and one hundred percent (100%) thereafter in the same year.

- b) The lifetime maximum amount of benefits payable for any one member or dependent shall be unlimited⁶³.
- c) Vision care charges for the purchase of corrective lenses and frames or contact lenses. The maximum Benefit payable shall be three hundred dollars (\$300) per person in two calendar years.
- d) One eye examination every two years to a maximum of \$75.00.⁶⁴
- e) Hearing aids in the amount of six hundred dollars (\$600) every four (4) years for any one member or dependent.

7.8.3 The College will not reduce the benefit entitlements of the insured benefit plan without the approval of the Association.⁶⁵

7.9 Dental Plan
(See Common Agreement 9.2.1(d))

7.9.1 The College shall pay one hundred percent (100%) of the cost of the monthly premiums for the dental plan.

7.9.2 A dental plan shall be provided in accordance with the terms of the contract with the insuring company on the following general basis⁶⁶:

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

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

7.10 Compulsory Group Life and Accidental Death and Dismemberment Insurance

- 7.10.1 The following employees shall participate in the group life plan:
- All regular employees shall be covered from the beginning of the first complete calendar month of employment.

⁶³ Amended April 2001

⁶⁴ Included April 2001

⁶⁵ New April 2001

⁶⁶ Amended to refer to "eligible expenses" April 2001

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

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

7.10.3 An employee who retires at or beyond the age of fifty-five (55) years and who is in receipt of a pension under the provisions of the *Public Sector Pension Plans Act*⁶⁷ shall continue to receive group life insurance coverage in the amount of \$10,000 for a period of five (5) years from the date of retirement. The premium cost of the continuing insurance shall be borne by the College.

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

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

7.11 Voluntary Life Insurance Coverage

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

7.12 R.R.S.P. Payroll Deductions

Employees may authorize the College to deduct specified amounts from their wages each month for R.R.S.P.'s. Tax deductions at source will be adjusted to accommodate the deductions. In authorizing such deductions, employees shall absolve the College of any responsibility for such funds following their remittance to the trust company. The College will, on behalf of the employees, remit to a single designated trust company, by the tenth (10th) of the month following, the funds which have been deducted. It shall

⁶⁷ Amended April 2001

be the responsibility of employees to direct the trust company concerning the investment of such funds.

7.13 Payment Upon Death

In the event of death of regular employees, the College will pay to their spouse, or if there is no spouse, to the estate of those deceased, one (1) month's salary exclusive of any amount already earned by those deceased up to the date of which they last served.

7.14 Premium Savings

It is hereby understood and agreed that premium savings accrued by virtue of Human Resources Development Canada⁶⁸ assessment shall be used to offset partially the costs of disability and future benefit improvements.

7.15 Group Coverage

For the purpose of these benefit plans, the total group covered by the plans will, where advantageous, be a coalition of members of the Vancouver Community College Faculty Association, College staff, administrators and other College-related groups, which may include employees of Langara College. Under such a coalition, determination of a percentage of group participation shall be a deployment or interpretation of the group or subgroup composition for the best advantage to the greatest numbers.

7.16 Pension Plan

(See Common Agreement, Article 10)⁶⁹

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

7.17 Employment Insurance⁷⁰

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

⁶⁸ Amended April 2001

⁶⁹ Amended April 2001

⁷⁰ "Instructor" changed to "employee" April 2001

8 LEAVES

8.1 General Information for Leaves (See Common Agreement also.)

8.1.1 Application and Scheduling for Leaves

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

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

- ! *Maternity Leave and Parental Leave (Natural Mother/Employment Standards Act (Article 8.9.1);*
- ! *Parental Leave (Natural Father)/Employment Standards Act (Article 8.9.2);*
- ! *Adoption Leave/ESA (Article 8.10.1);*
- ! *Renewal Leave (Article 8.12).*

These leaves may only be taken as full-time leaves.⁷¹

8.1.1.3 Scheduling of all leaves shall be done by department heads as provided in Article 6.4 (*Scheduling*).

8.1.2 Return from Leaves

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

8.1.3 Benefits and Entitlements While on Leave

See APPENDIX "IIIB" for Summary of Benefits During Leaves.

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

8.1.3.2 *During Paid Leave* - Employees on paid leave shall continue to receive all employee benefits as provided for in Article 7 (*Benefits*) and the leave shall count as service for increment purposes.

8.1.3.3 *During Unpaid Leave:*

⁷¹ Removed reference to Retirement Preparation Leave April 2001

- a) Increments - Employees on unpaid leave shall not receive increment entitlement except as provided in Article 5.7.6 (*Increments During Leaves*), Article 8.9.1 (*Maternity and Parental Leave(Natural Mother)/ESA*), Article 8.9.2 (*Parental Leave (Natural Father)/ESA*) and Article 8.10.1 (*Adoption Leave/ESA*).
- b) Continuance of Benefits - Employees on unpaid leave in any one calendar month shall be subject to the following provisions with respect to benefits depending upon the period of leave of absence:
- b1) Up to and including fifteen (15) calendar days: all employee benefits continue;
- b2) Sixteen (16) calendar days or more: no benefits except as provided in Articles 8.9.1 (*Maternity Leave and Parental Leave (Natural Mother)/ESA*); Article 8.9.2 (*Parental Leave (Natural Father/ESA)*); Article 8.10.1 (*Adoption Leave/ESA*); 8.11 (*Retirement Preparation Leave*); and 8.12 (*Renewal Leave*). However, employees on unpaid leave of sixteen (16) calendar days or more may, upon approval of the leave and subject to the provisions of Article 7 (*Benefits*), opt for the continuance of the following benefits by payment of the necessary premiums and contributions, both employee and employer shares:
- Health Insurance (Basic and Extended) (Article 7.8);
 - Dental Plan (Article 7.9);
 - Group Life Insurance (Article 7.10);
 - Short and Long Term Disability (up to two months) (Article 7.7);
 - Pension Plan(Article 7.16).

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

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

8.2 Personal Leave

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

8.2.2 This leave shall be without pay unless otherwise authorized.

8.3 Education Leave

8.3.1 The College shall grant upon application two and three-quarters (2.75)⁷² full-time equivalent (FTE) Education Leaves per fiscal year. One (1) full-time equivalent is deemed to represent twelve (12) months' time within a fiscal year.

A joint administrative and faculty Education Leave Committee shall develop a mutually agreed upon process and procedure for making application, including time-lines for both long-term and short-term education leaves which may modify the terms of Articles 8.3.6.5 and 8.3.7.4 herein.

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

8.3.3 Requests for education leaves must be made to the appropriate Vice-President concerned and must be accompanied by an outline of the purpose of the leaves.

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

8.3.5 Employees, within one (1) month of their return to duty from education leave, must submit to the appropriate Vice-President satisfactory evidence of having carried out the purposes for which the leaves were granted. In the event of failing to do so, employees shall refund the amount paid to them by the College during such leaves.

8.3.6 Long-Term Education Leave

8.3.6.1 Leaves of more than four (4) months to one (1) calendar year shall be considered long-term leaves.

8.3.6.2 In order to be granted long-term education leave, employees must have been permanent regular employees for at least five (5) years.

8.3.6.3 Employees undertake to remain in the service of the College for a minimum of three (3) years immediately following their return from such leave. In the event that employees fail to remain one (1) complete year, they shall refund to the College the full amount paid to them by the College during such leave; failing to remain two (2) complete years, they shall refund two-thirds (2/3) of

⁷² Increased to 2.75 April 2001

the amount; failing to remain (3) complete years, they shall refund one-third (1/3) of the amount.

- 8.3.6.4 Normally, employees shall not be eligible for subsequent long-term education leaves until a period of six (6) years has elapsed since the completion of the previous leave.
- 8.3.6.5 A request for long-term education leave must be made at least six (6) months prior to the proposed commencement date of the leave. The applicant will receive a preliminary reply at least four (4) months prior to the requested commencement date, and a final reply at least three (3) months prior to it.

8.3.7 Short-Term Education Leave

- 8.3.7.1 Leaves of up to four (4) months shall be considered short-term leaves.
- 8.3.7.2 In order to be granted short-term education leaves, employees must have been permanent regular employees for at least two (2) years.
- 8.3.7.3 Employees undertake to remain in the service of the College for a minimum of one (1) year immediately following return from such leaves and, in the event of failing to do so, shall refund the amount paid to them by the College during the leaves.
- 8.3.7.4 A request for short-term education leave must be made at least two (2) months prior to the proposed commencement date of the leave. The applicant will receive a reply at least one (1) month prior to the requested commencement date.
- 8.3.7.5 Normally, employees shall not be eligible for subsequent short-term education leaves until a period of two (2) years has elapsed since the completion of the previous leave.

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

If an employee is entitled to Worker's Compensation benefits, such benefits are to be paid directly to the College. In turn the College shall make corresponding payment to the employee thus ensuring all employee benefits and pension benefit coverage and, in addition, pay to the employee the difference between the benefit and salary.

8.5 Illness or Injury Not Covered by Workers' Compensation

- 8.5.1 Absence resulting from illness or injury not covered by Workers' Compensation shall be with pay for a period not exceeding the employee's accrued sick leave credit. See also Article 8.9.1 (*Maternity Leave and Parental Leave (Natural Mother/ESA)*); Article 8.9.2 (*Parental Leave (Natural Father)/ESA*); Article 8.10.1 (*Adoption Leave/ESA*) and Article 7.6 (*Sick Leave Credit Accrual*).

8.5.2 In keeping with the provisions of the salary indemnity insurance contract with the insuring company, any amount of sick leave benefits paid under this Article that is ultimately recovered under a contract of motor vehicle insurance shall be repaid to the College by either the motor vehicle insurance company or by the employee concerned, and the corresponding number of sick leave credits shall be restored to that employee.

8.5.3 Any employee absent because of illness may be required, upon being given advance notice, to produce a certificate from a duly qualified medical practitioner licensed to practice certifying that such employee is unable to carry out their duties due to illness.

8.5.4 Medical certificates will normally be requested only where an absence exceeds five (5) days or where it appears that a pattern of constant or frequent absences from work is developing.

8.6 Sick Leave for Family Illness
(See Common Agreement, Article 7.7)

8.6.1 Employees may use up to three (3) days per fiscal year of sick leave to attend an immediate family member who is ill. The College may require submission of a certificate from a duly qualified medical practitioner, or recognized equivalent, certifying the illness of the immediate family member. For the purposes of this Article, immediate family member shall mean the employee's spouse, child, or parent.

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

8.7 Funeral

With the approval of the appropriate Vice-President, funeral leave of one-half (1/2) day will be granted, with pay, but not in addition to bereavement leave.

8.8 Bereavement
(See Common Agreement, Article 7.6)

8.8.1 In the case of death in the immediate family, bereavement leave shall be granted with pay for a period not to exceed five (5) working days, provided the bereaved employee has notified the immediate supervisor. For the purposes of this Article immediate family shall mean spouse, child, brother, sister, parent, parent-in-law, or any other relative if living in the same household.

8.8.2 The appropriate Vice-President may grant bereavement leave in the case of death of any other person.

8.9 Leave for Birth of a Child
(See Common Agreement, Article 8)

8.9.1 Maternity Leave and Parental Leave (Natural Mother)/Employment Standards Act⁷³

- 8.9.1.1 For the benefits of the Employment Standards Act to apply, employees must ensure that the appropriate certificate indicated in that Act is signed by duly qualified medical practitioner and submitted to the appropriate Vice-President.
- 8.9.1.2 The College shall grant maternity leave without pay in accordance with the provisions of the Employment Standards Act for a period up to a maximum of fifty-two (52) consecutive weeks without termination of contract. Upon return from maternity leave, the employee is entitled to assume the instructional position she would have held had the leave not occurred.
- 8.9.1.3 Within the fifty-two (52) week leave period granted under Article 8.9.1.2, weeks 18 through 52 inclusive shall be considered statutory parental leave.
- 8.9.1.4 The College shall make its premium contributions for pension, medical, extended health, group life, and dental plan insurance in accordance with Section 56 of the provisions of the Employment Standards Act for the entire duration of the maternity leave. Vacation and sick leave benefits and increment entitlement will accrue only for the duration of the maternity and parental leaves falling within the time limits prescribed in the Employment Standards Act and provided the employee returns to duty at the completion of the maternity leave.
- 8.9.1.5 Employees on maternity leave may opt for the continuance of Short-term Disability by payment of the necessary premiums. Long-term disability premiums are paid by the College during the Statutory Period only. Employees wishing to continue long-term disability coverage beyond this period must make arrangements to remit the appropriate amount of premium to the College to continue coverage.
- 8.9.1.6 Employees wishing to return to duty prior to the expiration of six (6) weeks following the actual date of birth of the child shall give the College one week's notice, in writing, of such intention.

8.9.2 Parental Leave (Natural Father)Employment Standards Act⁷⁴

- 8.9.2.1 For the benefits of the Employment Standards Act to apply, employees must ensure that the appropriate certificate indicated in that Act is signed by duly qualified medical practitioner and submitted to the appropriate Vice-President.
- 8.9.2.2 The College shall grant parental leave without pay in accordance with the provisions of the Employment Standards Act for a period of thirty-seven (37) weeks. This leave must be taken within fifty-two (52) weeks of the birth of

⁷³ Amended to correspond to *ESA* and to include reference to "short term disability" April 2001

⁷⁴ Amended to correspond with *ESA* and to include reference to "short term disability" April 2001

his child. A written request must be submitted no later than four (4) weeks prior to the commencement of the leave.

8.9.2.3 The College shall make its premium contributions for pension, medical, extended health, group life, and dental plan insurance in accordance with Section 56 of the provisions of the Employment Standards Act for the entire duration of the parental leave. Vacation and sick leave benefits and increment entitlement will accrue only for the duration of the parental leave falling within the time limits prescribed in the Employment Standards Act and provided the employee returns to duty at the completion of the parental leave.

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

8.9.3 Paid Parental Leave (Spousal)

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

8.10 Leave for Adoption of Child⁷⁵
(See Common Agreement Article 8)

8.10.1 Adoption Leave/Employment Standards Act

8.10.1.1 An employee applying for adoption leave must furnish proof of legal adoption of a child. Where both parents are employees under the terms of this Collective Agreement, only one (1) employee shall be entitled to leave under the provisions of this clause.

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

8.10.1.3 Within the fifty-two (52) week period granted under Article 8.10.1.2, weeks one (1) through thirty-seven (37) shall be considered statutory parental leave.

8.10.1.4 The College shall make its premium contributions for pension, medical, extended health, group life and dental plan insurance in accordance with the provisions of Section 56 of the Employment Standards Act for the entire duration of the leave for adoption. Vacation and sick leave credits and increment entitlement will accrue for the duration of the leave for adoption falling within the time limits prescribed in the Employment Standards Act and

⁷⁵ Amended to correspond with *ESA* and to include reference to "short term disability" April 2001

provided the employee returns to duty at the completion of the adoption leave.

8.10.1.5 Employees taking adoption leave may opt for the continuance of short and long term disability by the payment of the necessary premiums. Long-term disability premiums are paid by the College during the Statutory Period only. Employees wishing to continue long term disability coverage beyond this period must make arrangements to remit the appropriate amount of premium to the College to continue coverage.

8.10.2 Paid Parental Leave (Adoption)

Upon the adoption of a child, an employee shall, upon application to the appropriate Vice-President, be entitled to three (3) days paid parental leave. Such leave shall be charged against the employee's sick leave credits to the extent said credits will accommodate.

An employee applying for adoption leave must furnish proof of legal adoption of a child. Where both parents are employees under the terms of this Collective Agreement, only one (1) employee shall be entitled to leave under the provisions of this Clause.

8.11 Retirement Preparation

8.11.1 In order to allow an employee nearing retirement age to prepare for retirement, and with the approval of the appropriate Vice President, an employee shall be granted a leave of absence of between three (3) and twelve (12) consecutive months providing the following qualifications are met:

- a) The employee has been a regular employee for a minimum of five (5) years;
- b) The employee is at least fifty (50) years old;
- c) The employee should be on the maximum salary range, or have ten (10) years of service.⁷⁶
- d) An appropriately qualified replacement employee, if required, is available. The ultimate replacement employee shall be identified and, wherever possible, be at the minimum step of the salary schedule.

8.11.2 A maximum of twenty (20) employees shall be granted Retirement Preparation Leave per fiscal year. The procedure for application and allocation shall be as follows:

8.11.2.1 Employees shall submit written applications for Retirement Preparation Leave not later than December 31 for the following fiscal year.⁷⁷

⁷⁶ Amended April 2001

⁷⁷ Amended April 2001

- 8.11.2.2 Should the total number of leaves applied for under 8.11.1 exceed the maximum specified in 8.11.2, allocation of the twenty (20) Retirement Preparation Leaves shall be on the basis of seniority.
- 8.11.2.3 Should the maximum allowable number of leaves (twenty) not be reached through the process outlined above, further Retirement Preparation Leaves shall be granted during the fiscal year in which the leave(s) is to commence, provided the employee submits a written application for the leave a minimum of three (3) months prior to the commencement of the leave. Such leaves shall be granted on a first-come, first-served basis.
- 8.11.2.4 Eligible employees may take this leave at either 50% or 100% of full-time to a maximum of one (1) year.⁷⁸
- 8.11.3 Retirement Preparation Leave shall be unpaid, but shall carry with it the following benefits:
- Medical, extended health, group life, and dental insurance benefits;
 - Provided the employee elects to continue to pay the employee's portion of pension contributions and is given permission to do so by the Pension Corporation, the College shall continue to make its payments for the entire duration of the leave;
 - A stipend of \$1,000 per month for full-time employees and pro-rata for part-time employees and employees on part-time leave;
 - Employees taking Retirement Preparation Leave may opt for the continuance of short and long term disability by payment of the necessary premiums.
- 8.11.4 Stipulations
- 8.11.4.1 An employee on unpaid Retirement Preparation Leave who becomes disabled and who has accumulated sick leave credit, shall, concurrent with the commencement of said disability, be placed on sick leave as per Article 7.6 (*Sick Leave Credit Accrual*) and Article 8.5 (*Illness or Injury Not Covered by Workers' Compensation*), and the Retirement Preparation Leave shall immediately cease.
- 8.11.4.2 An employee who works elsewhere while on Retirement Preparation Leave and has any of the insurance benefits listed in Article 8.11.3 provided at a rate of contributions equal to or superior to the College's contributions shall notify the College and take the benefits available elsewhere.

8.12 Renewal Leave

⁷⁸ Amended April 2001

- 8.12.1 In order to provide employees with an opportunity for renewal, the College shall, with the approval of appropriate Vice-President, grant Renewal Leaves of between six (6) and twelve (12) months, provided the following conditions are met:
- a) the employee is a permanent regular employee at commencement of leave granted hereunder;
 - b) the employee should be on the maximum of the salary range, or have ten (10) years of service.⁷⁹
 - c) an appropriately qualified replacement is available to assume the employee's responsibilities;
 - d) the ultimate replacement employee is identified and, wherever possible, shall be at the minimum step of the salary range.
- 8.12.1.1 Employees may apply for Renewal Leave of less than six (6) months. Renewal leaves of less than four (4) months must be taken in combination with professional development, vacation or other leaves so that their combined total is at least four (4) months. Approval of such applications will not be unreasonably denied.
- 8.12.2 A maximum of thirty (30) employees shall be granted Renewal Leave per fiscal year. The procedure for application and allocation shall be as follows:
- 8.12.2.1 Employees shall submit written applications for Renewal Leave no later than December 31 for the following fiscal year.⁸⁰
- 8.12.2.2 Should the total number of leaves applied for under 8.12.1 exceed thirty (30), the allocation of thirty (30) Renewal Leaves shall be on the basis of seniority.
- 8.12.2.3 Should the maximum allowable quota of leaves not be reached through the process outlined above, further Renewal Leaves shall be granted during the fiscal year in which the leave(s) is to commence, provided the employee submits a written application for the leave a minimum of three (3) months prior to the commencement of the leave. Such leaves shall be granted on a first-come, first-served basis.
- 8.12.3 Renewal Leave shall be unpaid, but shall carry with it the following benefits:
- A stipend of \$1,200 per month for full-time employees and pro-rata for part-time employees and employees on part-time leave.
 - Medical, extended health, dental, and group life benefits.

⁷⁹ Amended April 2001

⁸⁰ Amended April 2001

- Employees taking Renewal Leave may opt for the continuance of short and long term salary indemnity by payment of the necessary premiums.

8.12.4 Stipulations

- 8.12.4.1 An employee on unpaid Renewal Leave must advise the College, in writing, no later than two (2) months prior to expiration of the leave confirming intention to return to duty.
- 8.12.4.2 An employee who works elsewhere while on leave and has any of the insurance benefits listed in Article 8.12.3 provided at a rate of contributions equal to or superior to the College's contribution is required to notify the College and take the benefits available elsewhere.
- 8.12.4.3 An employee on unpaid Renewal Leave who becomes disabled and who has accumulated sick leave credit, shall, concurrent with the commencement of said disability, be placed on internal sick leave and the Renewal Leave shall immediately cease.

8.13 Jury Duty and Court Appearance

(See Common Agreement, Article 7.8)

- 8.13.1 When summoned to serve on a jury; when subpoenaed as a witness in criminal proceedings, or as a witness in a civil action if not a party thereto; when appearing as a defendant in a criminal or traffic case if acquitted therefrom; the employee, to qualify for permission from the appropriate Vice-President to be absent with pay, shall produce the summons or subpoena or submit such other evidence showing the necessity for court appearance.
- 8.13.2 Employees shall also provide statements from officials of the Court of the time taken and the fees (if any) paid to them and shall pay all such fees to the College.

8.14 Political Leave

(See Common Agreement, Article 7.9)

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

9 INSTRUCTOR'S DIPLOMA OR EQUIVALENT

- 9.1 The Provincial Instructor's Diploma Program consists of the following component parts:
- Instructional and Curriculum Design
 - Elements of Instruction
 - Use and Design of Instructional Media
 - Evaluation of Learning and Instruction
- 9.1.1 The College and the Association recognize that the components of the Instructor's Diploma Program may be changed by the appropriate Ministry from time to time.
- 9.1.2⁸¹ The College considers the following to be the equivalent of the Provincial Instructor's Diploma:
- valid B.C. Professional Teaching Certificate;
 - VCC's certificate in Teaching English as a Second Language; and
 - others as determined by the Vice-President or delegate.
- 9.2 At the time of their initial appointment, new instructors shall receive written notification regarding their status with respect to the Instructor's Diploma or equivalent. The notification shall include the following information:
- a) The components of the Instructor's Diploma or their equivalents, if any, that the instructor is determined to have completed.
 - b) The rationale used in the determination.
 - c) The components of the Instructor's Diploma or their equivalents, if any, that the instructor must complete in order to acquire the total credential.
- 9.3 Upon completion of one (1) year's service, instructor's progress toward acquisition of total credentials or their equivalent shall be monitored and the instructor shall be advised.
- 9.4 In the event instructors are dissatisfied with the evaluation under the provisions of this Article, they may re-submit their credentials to the appropriate Vice President for re-evaluation.
- 9.5 Instructors on staff who have been denied their fourth (4th) increment because they have not obtained the Instructor's Diploma or its equivalent (see Article 5.7.7), will be considered "frozen". Instructors will be granted the next increment level, effective the first of the month immediately following receipt by the Director of Human Resources of reasonable proof of completion of the Instructor's Diploma or the certification of its equivalent.
- 9.6 Notwithstanding the above, the date for other increments shall remain as outlined in Article 5.7 (*Increments*).

⁸¹ Amended April 1998

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10 SENIORITY

See APPENDIX "IV" for examples of seniority calculations and also Common Agreement.

10.1 Definition and Calculation of Seniority

- 10.1.1⁸² For the purpose of this Agreement, seniority is established on that date at which time a regular or term instructor became subject to the Vocational Instructors' Association or Vancouver Community College Faculty Association Collective Agreement.
- 10.1.2 For the purposes of this Agreement, seniority is defined as an instructor's accrued service under the terms of the Association-College Collective Agreement and shall be calculated as provided in Articles 10.1.3 and 10.1.4.
- 10.1.2.1 Health Nurses shall be credited seniority from the date of hire based on number of days of employment to a maximum of 261 days in each year.

10.1.3 Regular Instructors

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

Notwithstanding the above provision, in the case of instructors whose employment as regular instructors commences during a fiscal year, and/or in the case of regular instructors who are laid off or recalled during a fiscal year, service as a regular instructor in that fiscal year shall be pro-rated for seniority purposes.

Laid off instructors who perform service on temporary recall shall accrue seniority on the same basis as full time term instructors.

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

10.1.4 Term Instructors

- 10.1.4.1 Effective April 1, 1992, term instructors shall accrue up to a maximum of 261 full-time equivalent (FTE) days of service per fiscal year. Part-time service by such instructors shall be pro-rated.
- 10.1.4.2 Effective April 1, 1992 all auxiliary work done concurrent with and after an instructor's initial term appointment shall be counted as service for the

⁸² Amended April 1998

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purpose of seniority, subject to retention of seniority as per Article 10.2. Such auxiliary service shall be pro-rated.

10.1.4.3 Effective April 1, 1992, seniority for term instructors shall be calculated by multiplying the number of full-time equivalent duty days of service by such instructors by the following ratio:

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

10.1.4.4 Instructors on the seniority list as of March 31, 1994 who held a term appointment or appointment at less than the then applicable half-time status prior to April 1, 1988 shall have their seniority total as of March 31, 1994 adjusted.

This adjustment shall include the total amount of less than half-time duty days worked under term appointment prior to April 1, 1988 as expressed in full-time day equivalents and shall be calculated using the seniority calculation system in effect when the days were worked.

10.1.5 Seniority accrued up to March 31, 1992 shall not be affected by the provisions of Article 10.1.3 and 10.1.4.

10.2 Retention or Loss of Seniority

10.2.1 Regular and term or temporary employees shall retain and accrue seniority while in the employ of the College.

10.2.2 Laid off employees who are on recall shall retain seniority and shall upon reappointment within the recall period have their previously accrued seniority restored.

10.2.2.1 Laid off employees who perform service on temporary recall shall accrue seniority as per Article 10.1.3.

10.2.3 Term or temporary employees shall retain seniority until the end of the fiscal year following the fiscal year in which they were last employed.

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

10.3 Seniority Lists

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

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- 10.3.2 The seniority list shall include all regular employees in the employ of the College, including those on the recall list as per Article 11.6. The list shall also include term and temporary employees whose seniority is retained as per Article 10.2.3.
- 10.3.4 The list shall show, in order of seniority, the type of appointment(s) held by each employee, the time-status of the appointment(s), the department or area to which the employee has been assigned, the commencement date of service, and the aggregate length of accumulated service in FTE days.
- 10.3.5 Notwithstanding employees' aggregate length of service on the seniority list, Article 11 (*Reduction, Severance Pay, and Recall*) of this Agreement shall take precedence in the reduction of employees.

11 REDUCTION, SEVERANCE PAY AND RECALL

11.1 Reasons for Reduction

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

- a) decreased enrollment,
- b) elimination or reduction of a program or activity,
- c) shortage of funds,
- d) organizational change.

11.2 Consultation on Reduction

(See Common Agreement Article 6.4.2 – Menu of Labour Adjustment Strategies⁸³)

- 11.2.1 After identifying the specific area or areas of reduction and prior to giving advance notification of layoff the College shall engage in discussion and consultation with the Association on the intended reduction in an effort to minimize the impact on the employees so affected.
- 11.2.2 These discussions shall include the possibilities of Early Retirement Incentive offers as per Article 22.4 (*Early Retirement Incentive and Reduction Sequence*) and transfers as per Articles 11.4.2.4 and 11.4.3.4.
- 11.2.3 The College agrees to take into account Association concerns regarding the scope, content and timing of calls for interest in the items listed in Article 11.2.2 and the process for responses.

11.3 Advance Notification of Reduction

- 11.3.1 The College shall, as soon as possible in advance, and no later than one month prior to the date of transfer or notice of layoff determined by Article 11.4 notify the Association and any regular employees whose employment may be affected. The notification shall be in writing and shall specify the reasons for the intended change and shall refer the affected regular employees to the Association regarding their rights under Article 10 (*Seniority*) of this Agreement.
- 11.3.2 As per Article 22.4, Early Retirement Incentive offers that may offset the impact of the Reduction Sequence shall be made simultaneously with Advance Notification.
- 11.3.3 Within one week of their request, employees under Advance Notice of Termination shall have access to the hiring criteria of departments or areas to which they may wish to be considered for transfer.

⁸³ Heading Amended April 2001

- 11.3.4 Consultation between the College and the Association as per Article 11.2 shall continue subsequent to any Advance Notification. Within five (5) duty days of the date of the Advance Notification, the Association shall have the right to present written submissions to the College on the proposed changes and their effects.

11.4 Reduction Sequence

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

11.4.1 ***For Term and Temporary Employees***⁸⁴

Terminating those on term contracts according to length of service with the college under the Collective Agreement with one (1) month's notice unless they are in the first ten (10) duty days of the contract.

11.4.2 ***For Probationary Regular Employees***⁸⁵

- 11.4.2.1 Within one week of having received Notice of Termination, employees shall identify area(s) to which they wish to be considered for transfer.

- 11.4.2.2 The College shall reply within one (1) week as to whether or not the employee meets the hiring criteria of the area(s) being considered for transfer.

- 11.4.2.3 By the end of the third week following Notice of Termination, employees shall confirm their choice of area to which they may be transferred and the transfer shall be effected by the College.

- 11.4.2.4 Transferring probationary regular employees from the specific area to other areas where the duties are within the employees' abilities and provided the employee involved meets the hiring criteria applicable to the department to which the employee is being transferred. Transfer shall take place according to length of service with the College under the Collective Agreement.

- 11.4.2.5 Terminating those on probationary regular contracts with one (1) month's notice according to length of service with the College under the Collective Agreement.

11.4.3 ***For Regular Employees***⁸⁶

- 11.4.3.1 Within one month of having received Notice of Termination, employees shall identify area(s) to which they wish to be considered for transfer.

⁸⁴ Amended to include Health Nurses, April 2001

⁸⁵ Amended to include Health Nurses, April 2001

⁸⁶ Amended to include Health Nurses, April 2001

- 11.4.3.2 The College shall reply within two (2) weeks as to whether or not the employee meets the hiring criteria of the area(s) being considered for transfer.
- 11.4.3.3 By the end of the second month following Notice of Termination, employees shall confirm their choice of area to which they may be transferred and the transfer shall be effected by the College.
- 11.4.3.4 Transferring permanent regular employees from the specific area to other areas where the duties are within the employees' abilities and provided the employee involved meets the hiring criteria applicable to the department to which the employee is being transferred. Transfer shall take place according to length of service with the College under the Collective Agreement.
- 11.4.3.5 Terminating other permanent regular employees with three (3) months' notice according to length of service with the College under the Collective Agreement.

11.4.4 *For Employees Affected by Transfers --*

- 11.4.4.1 Probationary regular instructors and probationary health nurses and permanent regular instructors and health nurses displaced by a transferring employee shall be also subject to the provisions of Articles 11.2, 11.3 and 11.4.
- 11.4.4.2 It is expected that transferring employees will use their annual professional development time to orient and prepare themselves for their new assignments. If the annual professional development entitlement has already been used, or if additional time over and above the professional development time is required, the College will consider requests for additional professional development time on a case-by-case basis. Such requests will not be unreasonably denied.

11.5 Severance Pay

11.5.1 Severance Pay Entitlement

- 11.5.1.1 All permanent regular employees shall be entitled to severance pay should their employment be terminated by the employer in accordance with Article 11.
- 11.5.1.2 Instructors who receive permanent regular appointments as per Article 4.10 (*Change in Type of Appointment*) shall be entitled to severance pay three (3) years after appointment to permanent regular status.
- 11.5.1.3 Probationary regular instructors and probationary health nurses shall be entitled to severance pay immediately upon appointment to permanent regular status.

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

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

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

11.5.2 Calculation of Severance Pay

- 11.5.2.1 Immediately upon appointment, permanent regular employees are entitled to be paid one (1) month's severance pay should their employment, as a result of the discontinuance of the course for which they are employed or the reduction of the number of employees required for the course, be terminated by the employer within one (1) year of their appointment as permanent regular employees. Should such severance occur after one (1) year, the employees' entitlement to severance pay shall be increased by one (1) month's salary every additional year of employment with the College and pro-rated monthly, up to a maximum of five (5) months for the first five (5) years and further pro-rated monthly by one (1) month for each three (3) years of employment thereafter to a combined total of ten (10) months. Such severance pay shall be based on the rate of pay of which the terminated employees are in receipt at the date notices are received.

- 11.5.2.2 Those who were hired as term employees and who have subsequently become permanent regular employees, will have their rights to severance pay dated back to the date on which their continuous employment commenced under the terms of this Agreement.

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

11.6 Recall

- 11.6.1 When the College determines that the number of employees in any specific area of reduction can be increased, reappointment shall be made from a recall list of regular employees who meet the applicable hiring criteria. Such reappointment shall be based on length of service as per the seniority list in effect at the time of reappointment.

- 11.6.2 Names of eligible employees shall remain on the recall list for a maximum of two (2) years from the effective date of layoff. A copy of this list will be provided to employees whose names appear thereon and to the Association. All job postings will be mailed to employees on the recall list.

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

11.6.4 Upon temporary recall or recall/reappointment of an employee by the College, the College shall reinstate accrued sick leave credits, seniority, and salary step placement as at the time of layoff.

11.6.5 Temporary Recall

Temporary recall rights may be exercised by employees to accept offers of appointments as defined herein. Such appointments do not affect the status of employees as regular instructors except for seniority calculations as per Article 10.1.2.1 and 10.1.3.

11.6.5.1 Definition

Temporary recall is the acceptance by employees on the recall lists as per Article 11.6.1 of offers of appointment with:

- (a) less time status than the time status of the appointments they formerly held; or
- (b) the same time status but of less than four (4) months duration; or
- (c) either the same or less time status but of indeterminate length as a result of replacing employees on leave pursuant to Articles 8.4 (*Illness or Injury Covered by Workers' Compensation*), 8.5 (*Illness or Injury not Covered by Workers' Compensation*), or 8.13 (*Jury Duty and Court Appearance*).

11.6.5.2 Employees who accept offers as per Article 11.6.5.1(a) shall:

- (i) complete the class to which they have been temporarily recalled before exercising their recall rights to equivalent time-status appointments;
- (ii) accrue all benefit entitlements and if the temporary recall is for less than four (4) months have their period of recall entitlement extended by an amount equal to the period of the temporary recall appointment;
- (iii) be entitled to a new two-year recall period when they are temporarily recalled for periods of four (4) months or longer and are subsequently laid-off.

- 11.6.5.3 Employees who accept offers as per Article 11.6.5.1 (b) shall:
- (I) complete the class to which they have been temporarily recalled before exercising their recall rights to appointments;
 - (ii) accrue all benefit entitlements and have their period of recall entitlement extended by an amount equal to the period of the temporary recall appointment;
 - (iii) be entitled to a new two-year recall period if they are temporarily recalled for periods of four (4) months or longer and are subsequently laid-off.
- 11.6.5.4 Employees who accept offers as per Article 11.6.5.1 (c):
- (I) may, if their temporary recall appointments are or become periods of four (4) months or greater, exercise their recall rights to equivalent time status appointments before completing the classes to which they have been temporarily recalled; and
 - (ii) shall be considered to be on temporary recall without rights to further notice of layoff and a new two-year recall period until the employees being replaced return to duty or until recall or reappointments become available, whichever occurs first.
 - (iii) shall accrue all benefit entitlements and have their period of recall entitlement extended by an amount equal to the period of the temporary recall appointment.
- 11.6.5.5 Employees who have accepted temporary recall appointments of less than four (4) months shall not be entitled to notice of layoff from such appointments. Employees will not receive notice if the combination of individual temporary recall appointments exceed four (4) months. This is without prejudice to the Association's right to challenge the appropriateness of the term of the individual assignments.

12 GRIEVANCE PROCEDURE

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

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

12.2 Pre-Grievance

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

12.3 Stage I

- 12.3.1 A formal written grievance may be advanced to the College through the appropriate Dean or delegate by the aggrieved employee with a steward of the Association. The Association will forward a copy of any formal written grievance to the Human Resources Department.⁸⁷
- 12.3.2 This shall be done within thirty (30) working days of the date on which the incident giving rise to the grievance occurred or of the time the grievor could have reasonably been expected to become aware of the incident, or within seven (7) days of receiving a response under Article 12.2.1 above, whichever is later.
- 12.3.3 The written grievance shall state the alleged violation(s) and remedy(ies) sought.
- 12.3.4 This stage shall be considered as the official commencement of the grievance procedure. If the matter is not resolved within seven (7) working days it may be advanced to Stage II.

12.4 Stage II

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

12.5 Stage III

- 12.5.1 Should no settlement be made, the difference may be referred by the grieving party (either the Association or the College) to an Arbitration Board for final and conclusive settlement. The Arbitration Board shall consist of three (3) members. One (1) member is to be appointed by the Association and one (1) member by the College. The third member, who will be the Chair, will be appointed by the other two. Failing agreement by them within seven (7) working days, either party may apply to the Minister of Labour to

⁸⁷ Amended April 2001

make such appointment. The decision of the arbitrators, or any two (2) of them, made in writing, shall be final and binding on both parties.

12.5.2 This decision shall be made and transmitted to both parties within fifteen (15) working days from the date of the appointment of the Chair. Each party shall pay: its own expenses and costs of arbitration; the remuneration and disbursements of its appointee to the Arbitration Board; and one-half of the compensation and expenses of the Chair and of stenographic and other expenses of the Arbitration Board.

12.5.3 Notwithstanding the foregoing, the College and the Association may, by mutual consent, waive the provision to refer the grievance to a Board of Arbitration and elect to take the grievance to a single arbitrator whose decision shall be final and binding and enforceable on all parties. Each party shall pay its own expenses and costs of arbitration; and one-half of the compensation and expenses of the arbitrator.

12.6 Time Limits

12.6.1 The party responsible for advancing the grievance to each succeeding step shall do so by notifying the other party in writing, not later than seven (7) working days from the expiration of the previous stage. The succeeding stage shall commence the day following receipt of such notice. If such notice is not given, the grievance shall be deemed to be abandoned and all recourse to the grievance procedure shall be at an end.

12.6.2 Extensions of the time periods in the steps shall be made only by agreement of the parties concerned.

12.7 Suspension or Dismissal

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

If the grievance is not resolved at Stage II, it may be referred by either party to an arbitrator mutually agreed to by the parties, for a final and binding determination. If such employee is found by the arbitrator to have been suspended or dismissed for other than proper cause, the arbitrator shall make an order in accordance with Section 89 of the Labour Code of British Columbia.

12.8 Layoff, Recall, or Severance

Any difference arising between the parties concerning the application, operation, or any alleged violations of Articles 11.4 (*Reduction Sequence*), 11.5 (*Severance Pay*), and 11.6 (*Recall*) of this Agreement shall be settled in accordance with the grievance procedure set forth above, commencing at Stage II. If the grievance is not resolved at Stage II, it may be referred by

either party to an arbitrator mutually agreed to by the parties, for final and binding determination.

12.9 Policy Grievance

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

13 SELECTION AND APPOINTMENT OF ASSOCIATE DEANS, COLLEGE LIBRARIAN, DEPARTMENT HEADS, ASSISTANT DEPARTMENT HEADS AND COORDINATORS

- 13.1 An Associate Dean, College Librarian, Department Head, Assistant Department Head, or Coordinator must simultaneously be a full-time regular instructor.
- 13.1.1 For Department Heads, Assistant Department Heads, and Coordinators I and II, the selection/appointment process shall include either a selection committee or an election procedure.
- 13.1.2 For Associate Deans and College Librarian, the selection/appointment process shall be by Selection Committee.
- 13.1.3 An applicant does not have to be a full-time regular instructor at the time of the interview. The applicant, if appointed to the posted position, shall automatically become a full-time regular instructor at the time of appointment.

13.2 Posting

- 13.2.1 The appropriate Vice-President shall initiate the selection/appointment process by posting positions no less than eight (8)⁸⁸ weeks before the date of vacancy.
- 13.2.1.1 A waiver in full, or in part, of the 8⁸⁹ week posting period is not possible without the agreement of the College and the Association.

⁸⁸ Amended April 2001

⁸⁹ Amended April 2001

- 13.2.2 The posting shall indicate the procedure being used to fill it and the internal or external status of the competition. The posting shall be available in the public area within the department, division and area concerned.
- 13.2.2.1 Prior to the distribution of a job posting, the VCC Director of Human Resources or delegate, shall forward a copy of the posting, including an indication as to whether the posting is to be internal or external, to the Association President for cross referencing against the previous posting for that position. The Association President must respond to the Director within five working days, if there are any concerns about the posting.
- 13.2.2.2 Copies of all postings with the attached job descriptions shall be maintained on file in the office of the Director of Human Resources for future reference.
- 13.2.3 Extension of the application deadline shall be at the discretion of the College President for Associate Dean/College Librarian postings, or the appropriate Vice President for all other postings. Where the deadline for application has been extended, all applicants shall be notified in writing of the circumstances.
- 13.2.4 Applicants should respond to a posting with a complete vitae. The College shall not be asked to take information from applicants' personnel files.

13.3 Terms of Appointment

- 13.3.1⁹⁰ The terms of appointment as Associate Deans, College Librarian, Department Heads, Assistant Department Heads, or Coordinators I and II, shall conform to 3-year cycles that end on December 31 for Department Heads and Coordinators II and on June 30 for Assistant Department Heads, Coordinators I, Associate Deans and College Librarian. Appointments that commence at unusual times will be extended so as to conform to the term cycle as referenced above.
- 13.3.2 The terms of appointment as Associate Deans, College Librarian, Department Heads, Assistant Department Heads, or Coordinators I and II, shall be initially for a one-year probationary period. Instructors with these appointments shall be evaluated during the probationary period.
- 13.3.2.1 The criteria, methods and procedure to be used for the evaluation shall be established through the Joint Steering Committee as per Article 3.10.3.3.
- 13.3.3⁹¹ In the case of Associate Deans/College Librarian and upon satisfactory completion of the probationary period and on the recommendation of the appropriate Vice President, the appointee shall be confirmed for the remainder of the term of appointment. The Appointee may be appointed to

⁹⁰ Amended April 1998

⁹¹ Amended April 1998

additional three-year terms, without evaluation, provided the selection/appointment process outlined in Article 13.6 is followed.

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

13.3.4.1 After completing six consecutive years as Department Head, Assistant Department Head, Coordinator I or Coordinator II, instructors shall not be eligible to be appointed to the position they have held for a period of at least three (3) years. This provision may be waived for a Department Head, Assistant Department Head, Coordinator I or Coordinator II in departments or areas of three (3) or fewer full-time equivalent instructors.

13.4 The Choice of Selection Method for Department Heads, Assistant Department Heads, and Coordinators I and Coordinators II

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

- a) election, or
- b) selection committee

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

13.4.2 The choice made under the terms of the article shall remain in force unless changed by secret ballot of the instructors concerned at a meeting called under the terms of 13.4. Such a change requires a two-thirds majority of those voting to be effected.

13.4.3 Such meetings shall be initiated and chaired by VCCFA-designated Stewards or delegates, who shall be responsible for administering the voting process. When necessary to cover extended shifts, more than one meeting may be called within one department or area.

13.4.4 All instructors in an area or department who in the month of the meeting hold or held term or regular appointments; who are on vacation accrued while they were members of the department; or who are on approved leaves of absence shall be eligible to attend and vote.

13.4.5 Voting shall be by secret ballot of those at the meeting(s). The method receiving the higher number of votes shall be used. In case of ties, the vote shall be repeated.

⁹² Amended April 1998

- 13.4.6 There shall be a ballot on the choice of selection committee or election for each position in a department or area. The designated Steward or delegate shall inform the Association and the College of the results.
- 13.4.7 Departments or areas of three or fewer full-time equivalent instructors shall only use selection committees.

13.5 Election Procedures and Procedural Guidelines for the Election of Instructors to Department Head, Assistant Department Head and Coordinator I and Coordinator II Positions⁹³

The election of instructors to fulfil the responsibilities of Department Head, Assistant Department Head, or Coordinator I, and Coordinator II shall be conducted as per the procedural guidelines in this Article.⁹⁴

- 13.5.1. Prior to the distribution of a job posting, the College shall forward a copy of the posting to the Association for review. The Association shall respond within five (5) working days.
- 13.5.2. The posting takes place as per Article 13.2. All timelines may only be waived with the mutual approval of the Association and the College.
- 13.5.3. One month following the posting, the Association shall notify the appropriate Vice-President of the steward or delegate who will chair the Election process.
- 13.5.4. The Chair of the Election process shall, in consultation with the department or area members, call an Election meeting to be held no later than three (3) weeks prior to the commencement of an appointment. Two (2) weeks notice of the meeting shall be given.
- 13.5.4.1 The College shall provide clerical support to the Election process.
- 13.5.5. All instructors in an area or department who in the month of the meeting hold or held term or regular appointments; who are on vacation accrued while they were members of the department; or who are on approved leaves of absence shall be eligible to attend and vote.
- 13.5.6. The closing date for receiving applications shall be no later than six (6) weeks from the date of posting.
- 13.5.7. The Chair shall meet with the College Librarian, appropriate Association Dean or delegate to review the applications in order to ensure that the minimum qualifications for the position have been met.
- 13.5.8. The Chair shall, in writing, advise all instructors concerned of the candidates' names in alphabetical order and that their resumes are available to be read in the College Librarian or Associate Dean's office.

⁹³ Heading amended April 2001, "Guidelines" formerly Appendix "VI"

⁹⁴ Amended April 2001

13.5.8.1 All candidates will be notified of the meeting time and that they will have an opportunity to speak for up to 5 minutes.

13.5.9. The Election Meeting

13.5.9.1 Candidate resumes will be available at the meeting place for a half-hour prior to the meeting.

13.5.9.2 After the opening statements of each candidate, the Chair shall then conduct a question and answer period. All candidates shall have the opportunity to respond to each question.

13.5.9.3 Once the question period has concluded the candidates may offer closing statements of up to 2 minutes.

13.5.10. Voting Process

13.5.10.1 Voting commences immediately following closing statements and is conducted by secret ballot. When necessary to accommodate extended shifts, the period of balloting may be extended by the meeting.

13.5.10.2 Valid ballots shall be marked with the name of the candidate chosen or the word "no" if no candidates are deemed satisfactory; when there is only one (1) candidate, ballots shall be marked either "yes" or "no".

13.5.10.3 Any spoiled or blank ballots shall not be considered valid.

13.5.10.4 Only those eligible as per 13.5.5 above may vote. There is no proxy voting.

13.5.10.5 A candidate named on more than 50% of the valid votes cast on a ballot; or, in the case of a single candidate, with more than 50% of the valid ballots marked "yes" shall be considered elected and the meeting is adjourned. (see Article 13.5.11).

13.5.10.6 When there are more than two candidates and no candidate receives more than 50% of the valid votes cast then the candidate with the least votes is eliminated, and another ballot is held.

13.5.10.7 When there are four or more candidates and no candidate receives more than 50% of the valid votes cast and a tie occurs between those with the least votes then the tied candidates are eliminated and another ballot is held.

13.5.10.8 When there are three candidates and no candidate receives more than 50% of the valid votes cast and a tie occurs between those with the least votes then another ballot is held with all three candidates remaining on the ballot.

13.5.10.9 When there are two candidates and both candidates receive the same number of valid votes then another ballot is held; if they remain tied, the meeting shall be adjourned and reconvened at a convenient time as per Article 13.5.9 and then 13.5.10. The Chair shall so advise the Association and the College.

- 13.5.10.10 When a single candidate does not receive more than 50% of the valid votes cast, the voting process shall be considered complete and the meeting is adjourned. (See Article 13.5.11).
- 13.5.11. The Chair shall only advise the department or area whether the voting process is complete or not.
- 13.5.12. Immediately following the meeting, the Chair shall validate the ballot count with a VCCFA steward before destroying the ballots.
- 13.5.13. The Chair shall only advise the College of the name of the successful candidate or if no candidate was successful.

13.6 Selection Committee Procedures

13.6.1 When a position has been posted for Associate Dean/College Librarian and for other positions where this method has been chosen, a selection committee shall be formed. All applications will be referred to it. A full job description of the position for which the selection is to be made shall be posted and given to the committee members at the time the committee is struck.

- 13.6.2 Committee members shall be informed at least ten (10) duty days in advance of the date, time, and place of the interviews.
- 13.6.3 Applications and supporting documents will be available, in confidence, to committee members at least ten (10) days prior to the interviews and will be given to committee members at least one (1) day prior to interviews.
- 13.6.4 The committee shall meet prior to the interviews allowing sufficient time to ensure an understanding of the applicable provisions of the Collective Agreement and to determine the application of the procedural guidelines.

13.6.5 Overview of the Selection Committee's Work

Selections shall be conducted as per the following procedures:

The committee's work consists of three phases:

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

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

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

3) the decision process:

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

13.6.6 Selection Committee Composition:

13.6.6.1 For Associate Dean and College Librarian:

The nominee of the College President as Chair; the appropriate Vice President or delegate; *a regular instructor not belonging to the division selected by the Association; a regular instructor from the division, and a regular instructor from outside the division, both selected by the instructors of the division.

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

13.6.6.2 For Department Head and Coordinator II:

An administrator named by the appropriate Vice President; the Associate Dean concerned/College Librarian in the capacity of Chair; *a regular instructor selected by the Association who is not an instructor in the division concerned; an instructor from outside the department involved chosen by the instructors in the department concerned. Where the number of instructors in the department concerned exceeds four (4) in number, an instructor from within the department who is not a candidate for the position shall be added to the committee and shall be selected by the instructors in the department concerned.

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

13.6.6.3 For Assistant Department Head and Coordinator I:

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

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

13.6.6.4 Selection of Selection Committee Members

The Association Delegate

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

13.6.6.5 The Division/Department/Area Meeting

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

13.6.6.6 Chair of Selection Committee

For positions of Coordinators, Assistant Department Heads, and Department Heads-Associate Deans or College Librarian are Selection Committee Chairs. For positions of Associate Deans and the College Librarian, the nominee of the College President are Selection Committee Chairs.

13.6.6.7 Unavailability of an Associate Dean/College Librarian from the Division Concerned.

In such instances, the administrator charged with making the appointment, or delegate, shall designate another Associate Dean or the College Librarian from individuals presently holding those positions. The designates' name shall be forwarded to the Association for approval.

13.6.6.8 Pre-Interview Meeting

It is the responsibility of the Selection Committee Chair to set up the pre-interview meeting by alerting all members of the Selection Committee of the time and place, and also to follow up with a confirming memo.

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

- Review of the position posting including the duties, responsibilities, and qualifications;
- Determine criteria and process for the short-listing of candidates;
- Review of all applications, both internal and external, in order to determine which applicants meet the criteria;
- Prepare a short-list(s) of the candidates that meet the prescribed criteria;
- Determine the questions to be asked of the applicants that shall be interviewed;
- Determine the order in which the questions shall be asked.
At the end of the pre-interview meeting, the Chair shall collect all the documentation pertaining to the applicants and the process, and remind the delegates that the information is confidential.

13.6.6.9 The Short-listing of Candidates

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

All candidates who, in the Selection Committee's judgement, meet the criteria shall be short-listed. Three short-lists shall be made: one for

candidates from within the bargaining unit; one for other employees of the College; and one for external candidates.

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

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

If the Selection Committee selects a candidate as per 13.6.7.1 then interviewing of candidates on the next short-list shall not proceed.

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

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

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

The College President/appropriate Vice President shall reconvene the Selection Committee to discuss the non-suitability of applicants.

13.6.6.10 The Release of Names

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

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

Candidate's permission to release their names shall be announced to the Selection Committee delegates by the Chair.

13.6.6.11 Preparation for Interviewing

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

13.6.6.12 After the Pre-Interview Meeting

Within three (3) days after the pre-interview meeting, the Selection Committee Chair shall inform all candidates of their status in the competition.⁹⁵

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

The Selection Committee Chair shall make applications and supporting documents available in confidence to committee members at least ten (10) days prior to the interview and shall give each member a copy of them at least one day prior to the interview.

13.6.6.13 Proceedings at the Interview Meeting

- i) The Chair shall welcome the interviewee to the proceedings, and introduce each committee member by name and area of representation.
- ii) It shall be explained to the interviewee by the Chair, that this is a selection committee; but that the individual who actually appoints a candidate to the position shall be named by the Chair.
- iii) The Selection Committee's decision making process shall be explained to the interviewee by the Chair.
- iv) The interviewee shall be informed that the Selection Committee process is confidential, and under the control of the Chair.
- v) The interviewee shall be given an explanation of how the "round-robin" interview process is to take place. That is, each delegate shall be given the opportunity to ask questions as agreed upon at the pre-interview meeting and that there may be a possibility of the committee asking the interviewee to leave the room while the Selection Committee discusses procedural matters.
- vi) Each delegate shall ask their particular set of pre-agreed upon questions, in the same manner, to each interviewee. Some variation in the questioning may be required depending on the background of the interviewee.
- vii) Adjunct (connected, or follow-up) questions may be asked, but delegates must first seek permission of the Chair.
- viii) The Chair shall ask the interviewee if there are any points that need clarification.
- ix) The interviewee shall be given the opportunity, with the Chair's permission, to ask questions of clarification throughout the interview process. At the end of the interview, the interviewee shall, with the Chair's permission, have the opportunity to ask delegates follow-up questions, or make a final statement.

⁹⁵ Amended April 1998

x) It is appropriate to discuss procedural questions after each interview if clarification is needed, but discussion of applicants shall not occur between interview sessions.

xi) The above processes are repeated until all the short-listed candidates have been interviewed.

13.6.6.14 The Decision Process

13.6.6.14.1 Decision by Majority Vote and Appointment of the Selected Candidate

i) Normally, there shall be two ballots to confirm a committee's selection. After all candidates have been interviewed; and prior to any discussion, a secret ballot shall be conducted by the Chair. Delegates shall be asked to indicate their choice. The Chair shall then count the ballots and indicate the results after every ballot. The ballots are then destroyed. Members may return a blank ballot.

ii) A discussion shall then ensue under the Chair's direction during which each delegate (in order of interview) shall explain their decision relative to the criteria agreed upon.

iii) After all delegates are satisfied that full discussion has taken place, a second secret ballot shall be called by the Chair. If there is a majority for a candidate on this second ballot, then that candidate shall be the selection of the committee, and the process proceeds as follows in (v). If there was not a majority vote, then the process proceeds as in the next article below.

iv) If there was a unanimous first ballot; and after the discussion described in (ii), and all delegates agree the second ballot shall be waived; then the choice for the first ballot shall be selection of the committee.

v) The Chair then terminates this part of the interview process, thanks the delegates, and collects all confidential documents. The delegates may keep their summary notes. These are considered confidential and shall be destroyed after the actual appointment is made, or the Selection Committee stands down.

vi) The Chair then drafts a memo addressed to the individual who shall make the appointment. This memo states the position name, the date of the interview process, the names of the delegates, and as per Article 13.7, the decision of Selection Committee.

vii) If the selected person is not appointed, the person responsible for the appointment shall meet with the Selection Committee to attempt to reach accord as per Articles 13.7.1 and 13.7.2.2.

viii) In instances where the Selection Committee has selected an applicant who is not currently a member of the Association, the College President/appropriate Vice President, shall request the Director of Human Resources to conduct a thorough reference check (at least two references should be contacted). Any concerns shall be brought back to the Selection Committee.

ix) Upon official announcement of the appointment (by the appropriate Vice President/College President, or delegate), and the standing down of the Selection Committee, the actual number of applications for the position shall be released by the Chair.

13.6.6.14.2 No Majority Decision Reached or No Candidate Recommended

i) Split Decision: If after a second vote, the Selection Committee does not have a majority decision, a second round of discussion and voting is in order. If the third ballot does not result in a majority decision, the Chair shall draft a memo to the College President/appropriate Vice President, outlining the split decision, and recommending a course of action. All Selection Committee delegates sign this memo, and the resumes and applications of all short-listed applicants are attached to it.

ii) No Candidate Recommended: Procedure is the same as in (i) above, but a recommendation from the Selection Committee for another posting (internal, external, or both), or another course of action may be included in the memo. The memo is to be signed by all Selection Committee delegates, with the resumes and applications of all short-listed applicants attached.

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

iv) Re-interview One or More Candidates: As an alternative to rendering a "split decision" (i) above or "no candidate selected" decision (ii) above, the committee may determine that one or more of the candidates should be re-interviewed. If the Selection Committee so determines, the Chair shall arrange a re-interview. At the re-interview, the Chair shall explain the reason(s) for the re-interview to the candidate(s) and the interview process shall continue as in above. The outcome of the re-interview shall follow the guidelines described in the Decision Process, above.

v) Position Re-posted: In cases where the Selection Committee cannot select any applicant, and the individual responsible for the appointment re-posts the position, it is suggested that the same Selection Committee continue its function for the second round of applicants as this committee has already gained experience relative to the posting. There are three conditions for the continuance of the same Selection Committee:

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

13.6.6.14.3 Informing Candidates of the Decision

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

13.7 The Appointment Process for both Selections and Elections

- 13.7.1 In the case of Associate Dean/College Librarian, the selection committee will make its selection known to the appropriate Vice-President who will make the appointment and advise the College President. In the event that the Vice-President is a member of the selection committee, the recommendation for selection will be forwarded to the College President. The committee selection shall be in writing and signed by all committee members who shall each receive a copy thereof. If the Vice-President is not willing to appoint the person selected, the Vice-President shall meet with the selection committee and an attempt shall be made to come to an agreement. Should agreement not be reached, the position shall be immediately re-posted as per Article 13.2.
- 13.7.2 In the case of Department Heads, Assistant Department Heads, or Coordinators I and II, the selection committee Chair or the chair of the election process will inform the appropriate Vice President of the selected instructor. The appropriate Vice President will appoint this instructor to the position.
 - 13.7.2.1 The selection shall be in writing and signed by all selection committee members or by the Chair of the election process. All signatories shall receive a copy.
 - 13.7.2.2 If the appropriate Vice President is not willing to make the appointment, the appropriate Vice President shall meet with the selection committee or with the instructors eligible to vote in the election process. An attempt shall be made to come to accord. Should accord not be reached the position shall immediately be re-posted as per Article 13.2.

13.8 Orientation Leave

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

13.9 Instructional Load⁹⁶

- 13.9.1 An Associate Dean normally shall instruct one-quarter of full-time.
- 13.9.2 A Department Head normally shall instruct one-half of full-time.
- 13.9.3 An Assistant Department Head, or Coordinator I or II, shall not normally instruct full-time.
- 13.9.4 The determination of actual instructional time for each instructor with responsibility appointments outlined in Article 13, will be made by the appropriate Vice President or delegate in consultation with the individual involved in order to meet the needs of the campus and division or department in question.

13.10 Acting Capacity

- 13.10.1 When it becomes necessary for the appropriate Vice President or delegate to replace instructors appointed as Associate Deans, College Librarian, Department Heads, Assistant Department Heads, Coordinators I and Coordinators II for periods of up to three (3) months, a replacement instructor shall be chosen by secret ballot by those in the area, department or division holding current term or regular appointments.
- 13.10.1.1 A VCCFA-designated Steward or alternate shall chair a meeting for the purposes of voting and shall inform the Association and the College of the result.
- 13.10.2 Article 13.10.1 does not apply to replacement during the vacation, any leave of less than one month, or professional development periods of the incumbent.
- 13.10.3 With the mutual agreement of the Association and the College, a replacement instructor who has been elected under the terms of Article 13.10.1 may continue in the position for periods of longer than three (3) months but only if the position has been posted.
- 13.10.4 As soon as it is known that the incumbent will have to be replaced for a period of longer than three (3) months the position shall be posted as per Article 13.2.

⁹⁶ Deleted 13.9.5 April 2001. See also Appendix "XII", IRA Release.

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

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

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

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

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

13.11 New Positions with Responsibility Allowances

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

- 13.11.2 If a choice of selection method is necessary and as soon as it is known that such a posting will occur, an Association-designated Steward or delegate shall initiate the process as per Article 13.4.

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

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

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

13.12 Service as Instructors

Service as an Associate Dean, College Librarian, Department Head, Assistant Department Head, or Coordinators I and II shall be considered as service as an instructor. The appointment as an Associate Dean, College Librarian, Department Head, Assistant Department Head, or Coordinator ceases when the appointee is no longer a full-time regular instructor.

14 TECHNOLOGICAL CHANGE

14.1 Definition

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

14.2 Notice

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

14.3 Consultation

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

14.4 Resulting Agreements

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

14.5 Notice to Employees Affected

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

14.6 Dispute Resolution

- 14.6.1 In the event the foregoing procedure does not produce agreement, or should there be a dispute as to whether or not the change is, in fact, a technological change, either party may refer the matter directly to arbitration, pursuant to Article 12 (*Grievance Procedure*) of this Agreement, bypassing all other steps of the Grievance Procedure.
- 14.6.2 The Arbitration Board shall decide whether or not the College has introduced or intends to introduce, a technological change and, upon deciding that the College has introduced, or intends to introduce, a technological change, the Arbitration Board shall inform the Minister of Labour of its finding; and may then, or later, make any one or more of the following orders:
- That the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
 - That the College will not proceed with the technological change, for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;
 - That the College re-instate any employees displaced by reason of the technological change;
 - That the College pay to any re-instated employee such compensation in respect of his/her displacement as the Arbitration Board considers reasonable;
 - That the matter be referred to the Labour Relations Board (under Section 77 of the Labour Relations Code of British Columbia).

14.7 Training

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

15 PERFORMANCE APPRAISAL OF PERMANENT REGULAR INSTRUCTORS AND HEALTH NURSES

- 15.1 At the request of the appropriate Vice President or upon their own request, the performance of Permanent Regular instructors or health nurses may be appraised. The performance appraisal is intended to identify the strengths and development needs of employees, improve the professional

competence of employees and maintain a high degree of excellence within the College.

- 15.2 Performance appraisals of Permanent Regular instructors and Health Nurses shall be carried out according to the *Guidelines for the Performance Appraisal of Permanent Regular Instructors and Health Nurses*⁹⁷ (see Appendix VI).
- 15.3 Performance appraisals of instructors in their roles as Associate Deans, College Librarian, Department Heads, Assistant Department Heads, or Coordinators I and II shall be carried out according to the guidelines established by the Joint Steering Committee as per Article 3.10.3.3.
- 15.4 In the case of the above employees (Articles 15.2 and 15.3), their performance appraisal reports and development plan shall be included in the Performance Appraisal File of the employee concerned. The sole purpose of these documents is to provide for appraisal and development. Neither party to this Agreement shall use or rely upon these documents as evidence in any proceedings contemplated by this Agreement.
- 15.4.1 Performance Appraisal Files shall be kept confidential and access shall be limited to the employee concerned, Vice Presidents, or their designates, who are not members of the VCCFA. The College shall not release information contained in an employee's Performance Appraisal File to unauthorized individuals without the written consent of the employee concerned.

16 EVALUATION OF PROBATIONARY REGULAR AND TERM AND TEMPORARY EMPLOYEES

- 16.1 The performance of probationary regular and term and temporary employees shall be evaluated in order to determine their suitability for continued/subsequent employment under the terms of this Agreement.
- 16.2 Evaluations of probationary regular and term and temporary employees shall be carried out according to the attached *Guidelines for the Evaluation of Term and Probationary Regular Instructors and Temporary Health Nurses* (see Appendix VII).
- 16.3 Evaluation of instructors during the probationary period of appointments as Associate Deans, College Librarian, Department Heads, Assistant Department Heads, or Coordinators I and II shall be carried out according to the guidelines established by the Joint Steering Committee as per Article 3.10.3.3.

⁹⁷ Criteria of appraisals of Health Nurses to be determined by Joint Steering Committee.

- 16.4 The evaluation reports, in writing, and duly signed by the employee and the evaluator, shall be included in the official personnel file of the employee concerned and shall be considered by the College President, appropriate Vice President or delegate in determining whether or not subsequent offers of appointment will be made.

17 PERFORMANCE REVIEW COMMITTEE

- 17.1 (a) Where there are concerns regarding the performance of a regular instructor, the Vice President, the instructor, and a representative of the VCCFA shall meet to discuss the concerns.
- (b) Any one of the Vice President, the instructor or the VCCFA representative may request an appraisal using the process established and Appendix VI (*Guidelines for the Performance Appraisal of Permanent Regular Instructors and Health Nurses*) except as amended by (c) below and (d) below.
- (c) The administration of any questionnaires under this clause will be invigilated by a person mutually agreed to between the Vice President and the VCCFA. Institutional Research will tabulate the data and return copies of the questionnaires and the data summary to the Vice President, the instructor and the VCCFA representative.
- (d) The results of such an appraisal will be used by the three parties in any problem solving discussions under Article 17.2 and shall not be used for any other purpose.

17.2 Prior to referral to a Performance Review Committee, the appropriate Vice President, the instructor, and the VCCFA President or delegate, shall meet and endeavour to agree upon a plan of action to remedy the concerns. This stage shall not last more than five (5) duty days but may be extended with the mutual agreement of the parties. If agreement is reached, it shall be in writing and signed by all three (3) parties. Referral to a Performance Review Committee shall, in such instances, be deferred pending the outcome of the action plan. If agreement cannot be reached, the matter shall be referred to a Performance Review Committee.

- 17.3 The Performance Review Committee shall consist of the nominee of the appropriate Vice President, as chair, an instructor from the same or related area chosen by the instructor being reviewed, an instructor from outside the department or area named by the Association and an instructor at large named by the members of the department or area by secret ballot. The Performance Review Committee shall not include a person who intends to make a submission to the committee.
- 17.4 To ensure impartiality, consistency, and confidentiality, all submissions, classroom observations, reports, and minutes of committee meeting, etc.

shall be placed in an Evaluation File. The Evaluation File shall not contain any written submission or report predating the formation of the Performance Review Committee. Only the instructor concerned and members of the Performance Review Committee shall have access to the Evaluation File during the proceedings of the Performance Review Committee. The instructor shall be given the opportunity to respond to any submissions contained in the Evaluation File and any such responses shall be included therein.

- 17.5 The committee shall solicit and receive written and signed submissions from the instructor concerned and from others who have observed the instructor's performance. Where instructional competence is the concern, each member of the committee shall make at least one (1) independent observation of the performance of the instructor concerned. Two (2) of the independent observations shall be unannounced and the remainder with three (3) duty days notice.
- 17.6 All discussions and information pertaining to the proceedings of the Performance Review Committee shall be held in the strictest confidence.
- 17.7 The Performance Review Committee shall submit a report of its findings, without recommendation, to the appropriate Vice President within two (2) months of being officially constituted. This time period may be extended with the mutual agreement of the appropriate Vice President and the instructor concerned.
- 17.8 The report of the Performance Review Committee shall be based upon only the materials in the Evaluation File and upon the following criteria:
- Instructional Competence
 - Contribution to Students
 - Professional Competence
 - Participation in the Department, Campus, and the College.
- 17.9 The committee shall also consider any extenuating circumstances relating to the concerns which may have affected the performance of the instructor.
- 17.10 The instructor concerned shall receive a copy of the report of the committee duly signed by all members at least ten (10) working days in advance of its formal submission to the appropriate Vice President to allow the instructor concerned the opportunity to make a written response to the committee.
- 17.11 The report(s) of the Performance Review Committee shall be included in the Evaluation File of the instructor concerned. The contents of the File shall be included in the official personnel file of the instructor and shall be considered by the College President in determining an appropriate course of action.

18 DISCIPLINE, SUSPENSION AND DISMISSAL

(See Common Agreement Article 3.3.)

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

- 18.1.1 The College will advise the employee in advance that a meeting is intended to be disciplinary, and will advise the employee of their right to have a witness or a Steward present. Where a meeting, without notice, becomes a disciplinary meeting, the employee will have the right to temporarily adjourn the meeting and to arrange for a witness or a Steward of the Association to be present.⁹⁸

18.2 Unsatisfactory Performance

- 18.2.1 Suspension or dismissal of a regular employee for unsatisfactory performance can be justified only when adequate alerting and guidance to the necessary improvement have failed to result in a satisfactory level of service.
- 18.2.2 Suspension or dismissal shall only occur after the appropriate Vice President has obtained a report from a Performance Review Committee pursuant to Article 17 of this Agreement.

18.3 Suspension

- 18.3.1 In accordance with Section 37 of the College and Institutes Act, the President may suspend an employee for just cause.
- 18.3.2 Prior to exercising the power of suspension, the President shall inform both the employee concerned and the VCCFA, in writing, giving the reasons for the suspensions, and shall immediately report the action to the College Board.

18.4 Dismissal

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

18.5 Appeal of Suspension and Dismissal

- 18.5.1 The employee, in accordance with Section 37 of the College and Institutes Act, may appeal the suspension or dismissal to the College Board.

⁹⁸ Formerly Article 3.4.4—April 2001

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

19 PERSONNEL FILES

- 19.1 There shall be one official personnel file maintained in the office of the Director of Human Resources for every term, temporary and regular employee under the scope of this Agreement. Personnel files shall also be maintained for those auxiliary employees for whom there is documentation pertaining to any matter that is grievable under Article 12.
- 19.2 Personnel files will be kept confidential and access will be limited to the College President, the Director of Human Resources, appropriate Vice Presidents, or their respective designates who are not members of the VCCFA acting on their behalf. The College shall not release information contained in an employee's personnel file to unauthorized individuals without the written consent of the employee concerned.
- 19.3 During the normal working hours and in the presence of the Director of Human Resources or delegate, every employee has the right of access to their personnel file alone or accompanied by the President of the Association. Upon request, the employee is entitled to a copy of any material in the file.
- 19.4 The employee shall be provided, at the time of filing, with a copy of each document that is to be placed in the employee's personnel file. Each document shall be filed within a reasonable period of time after the occurrence of the incident giving rise to the document.
- 19.4.1 Each such document directed to the official personnel file which constitutes disciplinary action or might be the basis of disciplinary action shall be signed by the employee as evidence that a copy has been received. The employee's signature does not indicate agreement with the contents of the document.
- 19.4.2 Refusal on the part of the employee to sign such documents shall not preclude their placement in the personnel file. In the event of such refusal, the College shall provide the VCCFA with a copy of the document, and the VCCFA shall acknowledge receipt.

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

20 TRANSFERS AND SECONDMENTS

20.1 Temporary Transfer/Secondments

- 20.1.1 Employees who have received an offer of temporary transfer/secondment outside of the bargaining unit shall be, for the period of transfer/secondment, as a minimum, under the terms and conditions of the Collective Agreement except as specified herein.
- 20.1.2 The hours of work may vary from those specified in the Collective Agreement.
- 20.1.3 Employees on transfer/secondment shall, upon their return, be entitled to return to the same position within the bargaining unit that they would have held had the transfer/secondment not occurred.
- 20.1.4 In the event of necessary employee reduction, pursuant to Article 11 (*Reduction, Severance Pay and Recall*), the transferred/seconded employee shall be covered by the provisions of Article 11.
- 20.1.5 Any agreement approved by the College Board prior to May 14, 1993 shall not be subject to Article 20.

20.2 Return from Administrative Position

Regular employees who have filled administrative positions in Vancouver Community College outside the scope of this Agreement shall, at their discretion or the discretion of the College, upon completion of a maximum of two (2) years in the administrative position, have the option of returning to

their former instructional assignment if that assignment is still available, or to another instructional assignment. Such return shall be subject to four (4) months notice by either party. Upon their return to such instructional assignments, duty time worked in the administrative position(s) shall be considered as if they had been regular employees.

21 RETIREMENT

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

For instructors, it is understood and agreed that retirement shall occur no later than the end of the fiscal year in which they attain their sixty-fifth (65th) birthday. (The fiscal year is defined in the Public Sector Pension Plans Act as September 1 to August 31.) Arrangements for retirement at the end of the fiscal year in which instructors attain the age of sixty-five (65) must be concluded by the instructors with the appropriate Vice President at least six (6) months in advance of the applicable retirement date.

21.2 Employees may be employed beyond retirement age in accordance with the policy of the College Board

22 EARLY RETIREMENT INCENTIVE

(See Common Agreement, Article 11)

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

22.1 Eligibility

An employee who possesses the following qualifications shall be eligible for an early retirement incentive.

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

22.2 Selection Criteria

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

- i) employees with the greater combination of age and seniority⁹⁹
- ii) in the event that two or more employees have the same amount of time remaining prior to retirement, then employees with greater seniority shall be given preference.

22.3 Application and Agreement

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

22.4 Early Retirement Incentive and Reduction Sequence

- a) Where it is deemed possible to offset the impact of the Reduction Sequence (Article 11) through the offering of early retirement incentive to an employee (who qualifies as per Article 22.1), an incentive shall be offered if the cost of such incentive is the same as or no more than the

⁹⁹ New April 2001

cost that would be incurred through layoff or transfer of another regular employee.

- b) Such offers may be made at any time during the year and need not be part of the exercise described in Article 22.3.
- c) Notwithstanding the possibility of effecting an early retirement, advance notification of layoff or transfer pursuant to Article 11 (*Reduction, Severance Pay, and Recall*) may be given to the affected regular employee while the employee to whom early retirement has been offered is considering that offer.

22.5 Incentive Alternatives and Method of Incentive Payment

- a) Lump Sum Payments

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

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*

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

- b) Monthly Payments

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

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

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

22.6 Protection of Medical Benefit Coverage

- a) Early retiring employees in receipt of a pension may obtain basic medical, dental and extended health benefit coverage through the Pension Corporation¹⁰⁰ when filing a claim for pension.

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

- b) 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 years following retirement, provided that:
 - i) written notification of the intent to continue these benefits is provided to the Human Resources Department six weeks prior to date of early retirement;
 - ii) the individual maintains B.C. residency; and
 - iii) the participant prepays all premium costs.
- * Coverage for retirees will be under a separate group at a reduced level, and may be subject to a higher premium.

22.7 Financial Counselling

Each employee who is offered an early retirement incentive is entitled to receive personal financial counselling conducted by a firm of qualified financial consultants selected by the College. A lifetime total of three hours of consultation is available and the fees for such consultation(s) will be paid by the College. After obtaining the necessary Certificate of Entitlement from Human Resources, each employee will be free to schedule these consultations in whatever manner is most beneficial or convenient to that employee.

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

¹⁰⁰ Amended to "Pension Corporation" throughout agreement April 2001

23 HUMAN RIGHTS

The College and the Association agree that the provisions of Section 13 of the Human Rights Code, 1995, apply as though in, and forming part of, this Agreement. Further, the parties agree that there shall be no discrimination without reasonable cause. Without limiting the generality of the foregoing, the following factors shall not constitute reasonable cause: personal lifestyle, sexual orientation, psychological problems unrelated to job performance, number of dependents, participation in the Association, participation in community or political affairs, creed, and parental status.

24 SEXUAL AND PERSONAL HARASSMENT

(See Common Agreement, Article 2)¹⁰¹

- 24.1 The parties agree that the College will follow the procedures in Clauses 2.3 to 2.6 inclusive of the Common Agreement for all harassment complaints defined under Article 24 of the local agreement in respect of personal harassment.
- 24.2 The procedures in Article 2 of the Common Agreement do not restrict:
- a) The Employer's right to take disciplinary action;
 - b) The Union's right to grieve such disciplinary action or to grieve an alleged violation of this article.¹⁰²
- 24.3 The College shall provide all employees a work environment free from sexual and personal harassment. Employees have the right to be free from sexual and personal harassment.
- 24.3.1 As part of its commitment to providing an environment free of sexual and personal harassment, the College will provide the opportunity for all new and existing term and regular employees to attend a workshop on the College Human Rights Policy as part of their assigned duty. All employees are expected to attend this workshop. Failure to attend this workshop will not be advanced as a defence to a complaint of harassment filed against the employee.
- 24.4 Notwithstanding the definition(s) of harassment that may from time to time appear in the College Human Rights Policy, for the purposes of this article, sexual harassment is defined as follows:
- Unwanted sexual attention made by a person who knows or ought reasonably to know that such attention is unwanted; or

¹⁰¹ Article amended April 2001

¹⁰² New April 2001

- Unwanted physical contact such as touching, patting, pinching, or punching; or
- Implied or expressed promise of reward for complying with a sexually oriented request; or
- Implied or expressed threat of reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request; or
- The display of pornographic material; or
- Remarks or behaviour which may reasonably be perceived to create a negative psychological and emotional environment for work and study.

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

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

25 PERSONAL HEALTH AND SAFETY

- 25.1 No employee shall be disciplined or suffer a loss in pay for refusing to perform an assigned duty where the refusal is based on a reasonable apprehension of danger for the employee's personal health and safety.
- 25.1.1 Where the employee has refused to perform an assigned duty because of a reasonable concern for their health and safety, the concern or situation shall be investigated and resolved by:
- a) the employee and the employee's direct supervisor, or if the matter cannot be resolved to the satisfaction of the employee,
 - b) the employee's representative on the campus Occupational Health and Safety Committee and the Coordinator of Occupational Health and Safety, or
 - c) The Coordinator of Occupational Health and Safety and such regulatory inspectors as is deemed necessary.
- 25.2 The employer shall make all reasonable provision for the occupational health and safety of employees.

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

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

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

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

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

25.3 Industrial First Aid Certificate

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

25.4 Occupational Health and Safety Committee¹⁰³

- 25.4.1 The College undertakes to establish and maintain an Occupational Health and Safety Committee at each campus in keeping with the Industrial Health and Safety Regulations of the Worker's Compensation Board and to ensure that such Committee carries out all duties and responsibilities in accordance with said Regulations.
- 25.4.2 There shall be no less than two representatives of the Association at each campus on said Committee.
- 25.4.3 Any employee who serves as an Association representative on the Occupational Health and Safety Committee shall be granted paid leave for attending such meetings or matters arising from such meeting.
- 25.4.4 The College shall arrange appropriate training for members of the Occupational Health and Safety Committees. Where possible, such training shall be provided during normal working hours, with no loss of pay.
- 25.4.5 The Occupational Health and Safety Committee has the right to inspect health and safety conditions in accordance with the Workers Compensation Act and to consult as may be necessary with persons who are professionally or technically qualified to advise the committee on such matters. The Committee has the right to review employer records considered relevant to the health and safety concerns, exclusive of medical or personnel files.
- 25.4.5.1 The Committee shall be notified of each incident, complaint or concern regarding health and safety, and shall investigate and report in writing on the nature and cause of each.
- 25.4.5.2 Both the VCCFA and the Employer shall receive copies of any minutes, reports or correspondence pertaining to the Committee or its operation.

25.5 Health and Safety Apparel and Equipment

The College agrees to supply at no cost to the faculty all pieces of health and safety apparel and equipment required by Workers' Compensation. 26 EMPLOYEES' OFFICE SPACE AND FURNISHINGS

¹⁰³ Amended April 2001

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

27 LIABILITY INSURANCE

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

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

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

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

28 RIGHTS OF EMPLOYER

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

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

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

THE NAME AND SEAL OF VANCOUVER COMMUNITY COLLEGE WAS HERE-UNTO AFFIXED in the presence of:

President/Negotiator – Lizz Lindsay

Board Chair -Cathy Agnew

Secretary - Perry Taylor

Acting Vice-President, Trish Pekeles
Finance and Administration

Chief Negotiator - Lorna Downie

Chief Negotiator – Karen Green

Negotiator – Ray Chung

Negotiator - Linda Martin

Negotiator - Ingrid Kolsteren

Negotiator - Karen Kelly

Negotiator – Maggi Trebble

Negotiator – Jackie Sandy

Negotiator – Settimio Sicoli

This ____ day of _____, 2001 in the City of Vancouver in the Province of British Columbia.

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APPENDIX I-A MOVEMENT ON SALARY SCALE

Effective April 1, 2002

Step	PREVIOUS	APRIL 2001	APRIL 2002		APRIL 2003
			New Step		
1	65200	66504	1	71000	73257
2	63173	64436	2	66512	68238
3	61360	62587	3	64162	65445
4	59599	60791	4	61812	63048
5	57889	59047	5	59462	60651
6	56227	57352		↑	↑
7	54614	55706	6	57112	58254
8	53046	54107	7	54762	55857
9	51524	52554		↑	↑
10	50045	51046	8	52412	53460
11	48609	49581	9	50062	51063
12	47214	48158		↑	↑
13	45859	46776	10	47712	48666

APPENDIX 1-B SALARY SCHEDULE AS OF APRIL 1, 2001

For Instructors and Nurses

STEP	ANNUAL	INSTRUCTORS		CASUAL NURSES	SEMI-MONTHLY
		PER DIEM	PER DIEM HOURLY	HOURLY	
1	66504	329.23	65.8456		2771.00
2	64436	318.99	63.7981		2684.83
3	62587	309.84	61.9674		2607.79
4	60791	300.95	60.1892		2532.96
5	59047	282.31	58.4624	32.3191	2460.29
6	57352	283.92	56.7842	31.3914	2389.67
7	55706	275.77	55.1545	30.4904	2321.08
8	54107	267.86	53.5713	29.6153	2254.46
9	52554	260.17	52.0337	28.7625	2189.75
10	51046	252.70	50.5406	27.9398	2126.92
11	49581	245.45	49.0901	27.1380	2065.88
12	48158	238.41	47.6812	26.3592	2006.58
13	46776	231.56	46.3129	25.6027	1949.00

Notes: Semi Monthly Rate = Annual Salary ÷ 24

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

Hourly Rate = Annual Salary ÷ 202 ÷ 5 hours (this is used by the Banner System only)

INSTRUCTOR with RESPONSIBILITY ALLOWANCE	ANNUAL	SEMI-MONTHLY
Associate Dean/College Librarian	5830	242.93
Department Head	2670	111.27
Assistant DH and Coordinator II	1717	71.54
Coordinator I	855	35.62

APPENDIX 1-C SALARY SCHEDULE AS OF APRIL 1, 2002

For Instructors and Nurses

STEP	ANNUAL	INSTRUCTORS		CASUAL NURSES	SEMI-MONTHLY
		PER DIEM	PER DIEM HOURLY	HOURLY	
1	71000	351.49	70.2971		2958.33
2	66512	329.27	65.8535		2771.33
3	64162	317.63	63.5268		2673.42
4	61812	306.00	61.2000		2575.50
5	59462	294.37	58.8733	32.5463	2477.58
6	57112	282.73	56.5466	31.2600	2379.67
7	54762	271.10	54.2198	29.9737	2281.75
8	52412	259.47	51.8931	28.6875	2183.83
9	50062	247.83	49.5664	27.4012	2085.92
10	47712	236.20	47.2396	26.1149	1988.00
11					
12					
13					

Notes:**Semi Monthly Rate = Annual Salary ÷24**

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

Hourly Rate = Annual Salary ÷202÷5 hours (this is used by the Banner System only)

INSTRUCTOR with RESPONSIBILITY ALLOWANCE	ANNUAL	SEMI-MONTHLY
Associate Dean/College Librarian	5947	247.80
Department Head	2724	113.49
Assistant DH and Coordinator II	1751	72.97
Coordinator I	872	36.34

APPENDIX 1-D SALARY SCHEDULE AS OF APRIL 1, 2003For Instructors and **Nurses**

STEP	ANNUAL	INSTRUCTORS		CASUAL NURSES	SEMI-MONTHLY
		PER DIEM	PER DIEM HOURLY	HOURLY	
1	73257	362.66	72.5317		3052.38
2	68238	337.81	67.5624		2843.25
3	65445	323.99	64.7970		2756.88
4	63048	312.12	62.4238		2627.00
5	60651	300.25	60.0505	33.1970	2527.13
6	58254	288.39	57.6772	31.8851	2427.25
7	55857	276.52	55.3040	30.5731	2327.38
8	53460	264.65	52.9308	29.2611	2227.50
9	51063	252.79	50.5574	27.9491	2127.63
10	48666	240.92	48.1842	26.6371	2027.75
11					
12					
13					

Notes: Semi Monthly Rate = Annual Salary ÷24

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

Hourly Rate = Annual Salary ÷202÷5 hours (this is used by the Banner System only)

INSTRUCTOR RESPONSIBILITY ALLOWANCE	ANNUAL	SEMI-MONTHLY
Associate Dean/College Librarian	6066	252.75
Department Head	2778	115.76
Assistant DH and Coordinator II	1786	74.43
Coordinator I	889	37.06

APPENDIX II AREAS

<i>Technology Programs</i>	
Department	Areas
Automotive Collision Repair	<ul style="list-style-type: none"> • Automotive Collision • Automotive Paint
Automotive Technician	<ul style="list-style-type: none"> • Automotive Technician
Building Service Worker	<ul style="list-style-type: none"> • Building Service Worker
Digital Graphic Design <i>(formerly Computer Graphics)</i>	<ul style="list-style-type: none"> • Digital Graphic Design • Digital Multimedia
Computer Application Support Specialist <i>(formerly Computer Technology)</i>	<ul style="list-style-type: none"> • Information Technology Specialist--Programming • Information Technology Specialist--Personal Computer Networking • Information Technology Specialist --Technical • Information Technology Specialist--Accounting <p><i>(plus Common Core)</i></p>
Diesel Technician	<ul style="list-style-type: none"> • Diesel Technician
Drafting	<ul style="list-style-type: none"> • Drafting
Electronics	<ul style="list-style-type: none"> • Telecommunications • Computer • Consumer
Graphic Communications and Production Technology	<ul style="list-style-type: none"> • Digital Typesetting and Layout • Litho Preparation/Electronic Pre-Press • Image Acquisition/Scanner • Production Planning and Estimating • Press and Printing
Jewellery Art and Design	<ul style="list-style-type: none"> • Jewellery Art and Design

Health Science Programs	
Department	Areas
Continuing Care & Allied Health	<ul style="list-style-type: none"> • Medical Laboratory Assistant • Hospital Unit Coordinator • Health Programs Keyboarding • Human Relations (Communications) • Basic Medical Terminology • Home Support /Resident Care Attendant • Electro-cardiography
Licensed Practical Nursing	<ul style="list-style-type: none"> • Licensed Practical Nursing
Pharmacy Technician	<ul style="list-style-type: none"> • Pharmacy Technician
Dental Assisting/Reception	<ul style="list-style-type: none"> • Dental Hygiene • Dental Assisting • Dental Reception
Dental Hygiene	<ul style="list-style-type: none"> • Dental Hygiene • Biological Sciences • Clinical Dentistry
Dental Laboratory Technology/Denturist	<p><i>(3 of the following 5 specialties for Dental Technician*)</i></p> <ul style="list-style-type: none"> • *Dental Technician - Complete Dentures • *Dental Technician - Partial Dentures • *Dental Technician - Orthodontics • *Dental Technician - Crown and Bridge • *Dental Technician - Ceramics <ul style="list-style-type: none"> • Denturist • Biological Sciences: <ul style="list-style-type: none"> - Anatomy and Physiology - Dental Morphology and Gnathology - Oral Pathology - Bio-materials • Dental Technology Practice or Denturist Practice: <ul style="list-style-type: none"> - Professionalism/Communications - Health and Safety - Business Management • Clinical Dentistry
Hairstyling/Esthetics	<ul style="list-style-type: none"> • Hairstyling • Barbering • Esthetics
Institutional Aide	<ul style="list-style-type: none"> • Institutional Aide

Medical Office Careers	<ul style="list-style-type: none"> • Medical Office Careers <p><i>(plus Common Core)</i></p>
Tourism, Hospitality & Business Programs	
Department	Areas
Asian Culinary Arts	<ul style="list-style-type: none"> • Asian Culinary Arts
Baking and Pastry Arts	<ul style="list-style-type: none"> • Baking and Pastry Arts
Culinary Arts	<ul style="list-style-type: none"> • Chefs • Restaurant Management
Hospitality Management	<ul style="list-style-type: none"> • Food Service/Restaurant Management - Chefs • Food Service/Restaurant Management - Restaurant Management • Hospitality Management - Business Communication/Public Speaking • Hospitality Management – Accounting • Hospitality Management - Human Resources Organizational Behaviour • Hospitality Management - Computer Application Software • Hospitality Management - Hotel Management • Hospitality Management - Marketing/Law • Hospitality Management - Micro-Economics/Statistics
Business Management	<ul style="list-style-type: none"> • Accounting • Traffic, Customs and Transportation • Business Education Preparation <p><i>(plus Common Core)</i></p>
Office Management & Communications	<ul style="list-style-type: none"> • Business Applications for Secretaries • Business Applications for Legal Secretaries <p><i>(plus Common Core)</i></p>
Travel Agent	<ul style="list-style-type: none"> • Travel Agent
Retail Meat Processing	<ul style="list-style-type: none"> • Retail Meats • Sausage Making

Academic/ABE/ASE Programs	
Department	Areas
Music	<ul style="list-style-type: none"> • Academic • Skills • Ensembles • Individual Instruction (Instrument specific)
Visually Impaired	<ul style="list-style-type: none"> • Visually Impaired
ASL and Deaf Studies	<ul style="list-style-type: none"> • ASL and Deaf Studies • Public Speaking
Deaf & Hard of Hearing	<ul style="list-style-type: none"> • Deaf & Hard of Hearing
Community & Career Education	<ul style="list-style-type: none"> • Office Core Skills & Intro to Microcomputers • Career Awareness • Food Service Careers • Retail Food & Supermarket Careers • Reading & Writing for Everyday Use 1,2, 3 & Managing Your Money • Knowing Yourself: You & Your Relationships
Basic Education	<ul style="list-style-type: none"> • Basic Education
College & Career Access	<ul style="list-style-type: none"> • Math & Science • English & Social Sciences • BEST Program • EEAA Program • EEAW Program • ABE Youth • College Access for Youth
Mathematics	<ul style="list-style-type: none"> • Mathematics
Science	<ul style="list-style-type: none"> • Physics • Chemistry • Biology
Humanities	<ul style="list-style-type: none"> • English, Literature & Writing Skills • Reading & Study Skills • Economics • Geography • History • Canadian Viewpoints • Psychology • Law
Business & Computer Studies	<ul style="list-style-type: none"> • Computer Keyboarding/Word Processing/Desktop Publishing • Computer Studies/Applications • Computer Programming • Accounting • Finance

ESL Programs	
Department	Areas
English Language Skills	• ESL
Outreach	
Vocational	
College Preparatory English	
College Preparatory English	• ESL - University Transfer
International Education	• IE/ESL
Other Programs or Departments	
Department	Areas
Individual Education Program for Adults (I.E.P.A.)	• Individual Education Program for Adults (I.E.P.A.)
Library	<ul style="list-style-type: none"> • Media Services • Public Services • Technical Services • Systems
Counselling	• Counselling
Learning Centre	• Learning Centre
Health Services	• Health Services
Program Development	• Program Development
Four-Department Common Core	
Computer Application Support Specialist	<ul style="list-style-type: none"> • Common Core (<i>Shared area</i>) <ol style="list-style-type: none"> 1. Intro to PC Operating Specialist 2. Intro to WP 3. Intro to Spreadsheet Mgmt
Medical Office Careers	
Business Management	
Office Management & Communications	

APPENDIX "III-A" SCHEDULE OF BENEFIT PARTICIPATION

Employees	General (Stat.) Holidays	Annual Vacation	Sick Leave	M.S.P and Extended Health	Short Term Dis. (STD)	Long Term Dis. (LTD)	Group Life Accidental Death and Dismemberment	Vol. Life	Dental
Auxiliary and casual	1	1	X	X	X	X	X	X	X
Term and temporary --Less than half-time	1	1	X	X	X	X	X	X	X
Term and temporary --half time or more and one month or more in length	1	1		2	4	4	4	5	4
Term and temporary --half time or more and one year in length				2	4	4	4	5	4
Regular - Probationary or Permanent				2	3	3	3	5	3

Legend: Eligible X Not Eligible

- 1 - Included in Rate of Pay except for Health Nurses who are paid a separate premium
- 2 - Beginning of first complete calendar month of employment
- 3 - Mandatory following completion of one month of service in a Regular position
- 4 - Mandatory upon completion of ten months of service in a consecutive 12 month period at half time or more
- 5 - Optional benefit, available only if covered under Group Life Benefits

Canada Pension Plan, UIC, W.C.B. - are available to all employees in accordance with statutory requirements.

APPENDIX "III-B" SUMMARY OF BENEFITS DURING LEAVES

	Seniority Accrual	Increment Accrual	Health, Dental & Life Insurance	Vacation Accrual	Sick Leave Accrual	STD/ LTD ³
Paid Leaves ²						
Maternity and Parental Leave (Natural Mother)		up to 104 weeks		up to 104 weeks	up to 104weeks	
Parental Leave (Natural Father)/ Adoption Leave		up to 89 weeks		up to 89 weeks	up to 89 weeks	
Renewal Leave/ Retirement Preparation Leave		X		X	X	
Association Business e.g. President Release						4
Other Unpaid Leaves e.g. political, personal		X unless leave is 10 days or less	4	X unless leave is 15 days or less	X unless leave is 15 days or less	up to 2 months only
Short-Term Disability		for first 60 days	5	X	X	
Long-Term Disability		X	5	X	X	
Part-Time Leaves		6	7	6	6	

LEGEND: indicates entitlement to benefit X indicates NO entitlement

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

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

Check with the VCCFA Office or Human Resources.

2 - Example: educational, sick leave, funeral, bereavement, jury duty, parental (as defined in Article 8.9.3), and leave for family illness.

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

4 - For such unpaid leaves which are longer than 15 days, the employees must make full contributions in order to maintain health, dental, and life insurance benefits. For unpaid leaves 15 days or shorter, employer continues to pay premiums for eligible employees.

5 - From April 1, 2001 to March 31, 2002, Employees must pay full premiums in order to maintain benefit. Effective April 1, 2002, Employer pays premiums.

6 - Benefit is prorated.

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

APPENDIX "IV" EXPLANATION OF AGREED-TO SENIORITY CALCULATION SYSTEM

(To be on covering page of seniority lists)

The VCCFA and VCC have agreed that, effective April 1, 1995 and pursuant to Article 10.1 (Definition and Calculation of Seniority), that seniority will be calculated as follows:

1. FOR REGULAR INSTRUCTORS

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

Example 1

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

Example 2

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

B. Regular instructors who commence employment during a fiscal year and/or those regular instructors who are laid off during a fiscal year shall have their service pro-rated.

Example 1

*Jerry is a regular instructor who is laid off August 31, 1995. For the period from April 1, 1995 to August 31, 1995 John's seniority will be -

$$5 \text{ months} \times 261 \text{ full days of service} \quad 12 \text{ months} = \\ \underline{108.75 \text{ days}} \text{ (rounded off is } \mathbf{109 \text{ days}}).$$

Example 2

*James is a part-time (50%) regular instructor who is laid off as at August 24, 1995. Assuming James will not be offered temporary recall/reappointment in the fiscal year ending March 31, 1996, James' seniority for the period from April 1, 1995 to August 24, 1995 will be -

$$4.782 \text{ months} \times 261 \text{ days of service} \quad 12 \text{ months} = \\ \underline{104.01 \text{ days}} \text{ (rounded off is } \mathbf{104 \text{ days}}).$$

Example 3

* Jane is a full-time regular instructor who has been hired as of September 1, 1995. For the period from September 1, 1995 to March 31, 1996 Jane's seniority will be -

$$7 \text{ months} \times 261 \text{ full days of service} \quad 12 \text{ months} = \\ \underline{152.25 \text{ days}} \text{ (rounded off is } \mathbf{152 \text{ days}}).$$

Appendix IV

Example 4

* Jean is a part-time (75%) regular instructor who has been hired as of October 18, 1995. For the period from October 18, 1995 to fiscal year end March 31, 1996 Jean's seniority will be -

$$5.454 \text{ months} \times 261 \text{ full days of service} \quad 12 \text{ months} = \\ \underline{118.62 \text{ days}} \text{ (rounded off is } \mathbf{119 \text{ days}}).$$

- C.** *Laid off regular instructors who perform service on temporary recall shall accrue seniority on the same basis as full-time term instructors.*

Example:

Paul is a part-time regular instructor @ 60% workload who was laid off on August 31, 1994. Paul accepted the following temporary recall appointments:

- ▶ May 1, 1995 to July 31, 1995 @ 2/5 of full time for 64 duty days. Service days accrued for seniority will be -

$$64 \text{ full time duty days} \times 261 \quad 202 = \\ \underline{82.69 \text{ days}} \text{ (rounded off is } \mathbf{83 \text{ days}}).$$

- ▶ October 1, 1995 to January 31, 1996 @ full time for 80 duty days. Service days accrued for seniority will be -

$$80 \text{ full time duty days} \times 261 \quad 202 = \\ \underline{103.36 \text{ days}} \text{ (rounded off is } \mathbf{103 \text{ days}}).$$

Therefore, Paul's total service days accrued for seniority purposes in the fiscal year ending March 31, 1996 will be **186 days** (83 days + 103 days).

2. FOR TERM INSTRUCTORS

All term instructors can accumulate up to 261 days of service per fiscal year. For each instructor, days of service are determined in the following manner. All work under contract, set out in terms of duty days, will be prorated to a full-time equivalent amount (FTE) of duty days. This amount will be multiplied by a ratio of 261 days of service per year divided by the maximum number of duty days per year (202).

FTE TOTAL X 261 202 = DAYS OF SERVICE
--

Example 1

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

$$90 \text{ FTE total} \times 261 \quad 202 = \\ \underline{116.28 \text{ days}} \text{ of service (rounded off is } \mathbf{116 \text{ days}}).$$

Example 2

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

$$200 \text{ FTE total} \times 261 \quad 202 = \\ \underline{258.41 \text{ days}} \text{ of service (rounded off is } \mathbf{258 \text{ days}}).$$

Example 3

Jack works 8 sessions of 1 hour each and 4 sessions of 3 hours each. His total number of hours is 20 5.0 hours per duty day = 4 FTE days. Jack will be credited with -

$$4\text{FTE days} \times 261 \div 202 = \underline{5.16 \text{ days}} \text{ of service (rounded off is } \mathbf{5 \text{ days}}).$$

3. FOR AUXILIARY WORK

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

Example 1

* Joan has a 180 day half-time term contract (180 days $\div 2 = 90^*$ FTE total). She is called for part-time subbing (at the minimum call out of 3 hours) 20 times (20 x 3 = 60.0 hours $\div 5$ hours per duty day = 12* FTE total). Joan will be credited with -

$$*102 \text{ FTE total} \times 261 \div 202 = \underline{131.79 \text{ days}} \text{ of service (rounded off is } \mathbf{132 \text{ days}}).$$

Example 2

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

$$110 \text{ FTE total} \times 261 \div 202 = \underline{142.12 \text{ days}} \text{ of service (rounded off } \mathbf{142 \text{ days}}).$$

APPENDIX "V" PROFESSIONAL DEVELOPMENT PAY CALCULATION

For Employee "X"

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

NOTES

- ¹ This calculation is based on the 8 "best" accrual months so May, October and March will be dropped.
Employee "x" may alternatively be scheduled to 83.75% x 20 days = 16.75 days at full salary.
- ² The calculation is a **SAMPLE ONLY** based on 8 months. A similar calculation would be used for a 7 month eligibility period.

APPENDIX "VI" GUIDELINES FOR THE PERFORMANCE APPRAISAL OF PERMANENT REGULAR INSTRUCTORS AND HEALTH NURSES¹

(pursuant to Article 15)

1 Performance Appraisal Criteria

1.1 Contribution to Students

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

1.2 Professional Competence

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

Appendix VI

1.3 Collegial Contribution

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

1.4 Participation in the Department, Campus, College

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

2 Methods of Performance Appraisal

- 2.1 Instructors may make a submission to the College and the Association regarding alternate appraisal instruments and the application of these instruments in their departments or areas.
- 2.2 Based on criteria described in these Guidelines and subject to the approval of the College and the Association, performance appraisal shall be based on information gathered through a combination of at least two (2) of the following methods:
- ! Questionnaires filled in by the students
 - ! Observations of performance by department heads of designated alternates
 - ! Self appraisal
 - ! Observations of performance by colleague(s)
 - ! Approved alternate appraisal instrument
- 2.2.1 Departments or areas where instruction is the major activity must select "Questionnaires filled in by the students" as one appraisal method for its instructors who instruct for at least one-quarter of their load at the time of appraisal. When there are compelling reasons, departments may apply to the College and the Association for exemptions from this provision.
- 2.3 New departments, or those who wish to change their method of appraisal will, by majority secret ballot of the permanent regular instructors within the department, select which of the appraisal methods described in 2.2 its members will use. Probationary regular, term, and auxiliary instructors may attend and take part in any discussions at any department meetings on performance appraisal but may not vote. For departments who have made their selection prior to ratification of this agreement those selections will be honoured.
- 2.4 In departments or areas with fewer than five (5) permanent regular instructors, the instructors may not choose the appraisal method of "Observations of Performance by Colleagues."

2.5 All new procedures and instruments of performance appraisal shall be approved by the Joint Steering Committee before being implemented. Such approval shall not be unreasonably denied.

3 Frequency of Appraisals

3.1 Commencing January 1, 1999, all permanent instructors will be appraised only once every four (4) years.

3.2 IRA's returning to instructional duties will not be appraised for at least 2 years following their return as a non-IRA.

4 Facilitation of Performance Appraisal

4.1 Each year departments or areas will select at least 25% of their instructors for performance appraisal and submit the instructors' names to Human Resources by January 31. Human Resources will provide an appraisal package to the selected instructors. Instructors will complete the appraisal in accordance with the following. In consultation with their department head, the instructor will prepare an individual development plan in consideration of the appraisal results.

4.2 When questionnaires are used, instructors will leave the classroom while their students complete the questionnaire. Completed student questionnaires will be forwarded by the instructor to Institutional Research for tabulation. Institutional Research will tabulate the data and return the questionnaires and the data summary to the instructor.

4.3 If Self Appraisal is the method of appraisal selected, the instructor being appraised will complete a self appraisal instrument which is referenced to the relevant criteria of 1.0 and which will include comparison with an objective standard.

4.4 If Observation of Performance by the Department Head or Alternate is the method selected, they will complete an observational performance appraisal instrument which is referenced to the relevant criteria of 1.0.

4.5 If Observation of Performance by Colleague(s) is the method selected the colleague(s) will complete an observational performance appraisal instrument which is referenced to the relevant criteria of 1.0

4.6 The instructor will then prepare a performance appraisal report which indicates the instructor's areas of strength, areas for development, and will include an individual development plan. The instructor, together with the department head, will review the materials and discuss the report. All appraisals and data reports will be handled and stored in accordance with Articles 15.4 and 15.4.1.

4.7 All reports, data and documents arising from the appraisal process shall be kept confidential by those involved.

5 Monitoring

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

APPENDIX VII GUIDELINES FOR THE EVALUATION OF TERM AND PROBATIONARY REGULAR INSTRUCTORS AND TEMPORARY HEALTH NURSES¹

(pursuant to Article 16)

1 Evaluation Process

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

2 Criteria for Evaluation

2.1 Contribution to Students

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

2.2 Professional Competence

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

2.3 Collegial Contribution

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

2.4 Participation in the Department, Campus, College

2.4.1 As part of their professional obligations, instructors are expected to participate in departmental meetings, student consultations, and in such other activities from which students, the instructors, and the College as a whole may reasonably be expected to benefit. "Such other activities" shall be set according to departmental, division, and campus norms, goals, and objectives.

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

3 Methods of Evaluation

3.1 The evaluation process shall use two methods:

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

3.1.2 Observations of performance by department heads, coordinator IIs, or assistant department heads.

4 Joint Steering Committee

4.1 The methods listed in 3 above shall be applied through procedures and instruments which have been approved by the Joint Steering Committee as per Article 3.10.3.2.

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

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

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

4.5 The Joint Steering Committee may make revisions to the Guidelines for Evaluation of Term and Probationary Regular Instructors. The Joint Steering Committee shall notify the College and the VCCFA of any revisions it makes.

5 Orientation, Frequency, and Timing of Evaluation

5.1 Evaluations shall be initiated by the responsible Department Head, Assistant Department Head where so delegated, or Coordinator II. This person is designated as the "evaluator". Every effort should be made to maintain the same evaluator throughout the entire process of each evaluation.

5.2 At the beginning of the probationary period or the term instructor's first term of appointment, the department head or coordinator II shall orient the probationary

regular or term instructor to the College, its resources, the department or area, and program. The department head or coordinator II shall provide the instructor with the written guidelines for evaluation and for the applicable evaluation process and shall explain these to the instructor to ensure that they are understood.

- 5.3 The frequency and timing of the evaluation shall be as follows:
- 5.3.1 For probationary regular and term instructors, half-time or more on term appointments exceeding eight (8) months, the evaluation process referred to in 3.1 shall be completed before the mid-point of the term appointment or of the probationary period. Should the first evaluation show the need for improvement, a follow-up observation (as referred to in 5.3.4) shall be initiated no later than the three-quarter point of the term appointment or probationary period.
- 5.3.2 For term instructors, half-time or more, on term appointments of less than eight (8) months, the evaluation process as referred to in 3.1 shall be completed no later than six (6) months into a period of appointment, or six (6) months into a period of cumulative appointments. Should the first evaluation show need for improvement and should a subsequent offer be made¹⁰⁴, a follow-up observation (as referred to in 5.3.4) shall be initiated no later than the mid-point of the subsequent period of appointment.
- 5.3.3 For term instructors less than half-time, the evaluation process as referred to in 3.1 shall be completed within the first sixty (60) accumulated duty days of employment with the College. Should the first evaluation show need for improvement and should a subsequent offer be made, a follow-up observation (as referred to in 5.3.4) shall be initiated no later than the mid-point of the subsequent period of appointment.¹⁰⁵
- 5.3.4 When necessary, the evaluator shall alert the term or probationary regular instructor to possible areas requiring improvement and through a mutually approved plan of action, shall assist the instructor on ways and means of improvement. A follow-up observation may be conducted by the evaluator who completed the first evaluations. An evaluation report shall be made for any such follow-up observations.
- 5.3.5.1.1 Within any two-year period term or probationary instructors who have achieved two (2) successful evaluations¹⁰⁶ within a department or area are deemed to have completed the evaluation process. If, because of transfers or discontinuous employment, further evaluations are required then following any two (2) successful evaluations, term instructors shall be evaluated once every three (3) years.
- 5.3.5.1.2 A term instructor will be deemed to have received a satisfactory evaluation if one has not been undertaken by the employer before regularization.¹⁰⁷

6 Summary of Evaluator's Responsibilities

- 6.1 Make sure that the department has selected invigilators. Orient your invigilators as to their role and provide a copy of "Directions to Invigilators".
- 6.2 Request an evaluation package from Human Resources for the instructor to be evaluated. Check for completeness. Package should contain: i) Evaluation Report; ii) Observation of Performance; iii) Student questionnaires. Make sure there are sufficient student questionnaires for all of the students the instructor currently teaches.

¹⁰⁴ Amended April 2001

¹⁰⁵ Amended April 2001

¹⁰⁶ Amended April 2001

¹⁰⁷ Amended April 2001

- 6.3 Schedule a department invigilator to administer the student questionnaires. In most cases, the invigilator will exchange classes with the instructor being evaluated for the time when the questionnaires are being completed.
- 6.4 After the invigilator has returned the sealed package of student questionnaires, keep the package secure. Arrange for the package to be delivered to the Institutional Research Office for tabulation of data.
- 6.5 Provide approximately one week's notice to the instructor being evaluated before observing instruction.
- 6.6 Observe instruction and complete the observation report.
- 6.7 Meet with the instructor to review the observation report and tabulated student data.
- 6.8 Complete the evaluation report, sign and have the instructor sign.
- 6.9 Upon completion of the evaluation report, send the student questionnaires to Human Resources.
- 6.10 Forward the completed evaluation to the Dean. (Include the evaluation report, the observation report and the tabulated student data).

7 INVIGILATORS

- 7.1 The department or area concerned shall democratically decide upon the method, election or selection, of choosing those regular instructors who will be asked to administer questionnaires. This decision shall include the term, the number of invigilators, etc. The selected invigilators shall have no other role in the evaluation process and understand the limits of their task. Wherever possible they will be asked to "switch" their class with the instructor being evaluated for the time when the questionnaires are being completed. In unusual situations a request for release time may be made to the appropriate Dean. Such requests will not be unreasonably made or denied. The parties will prepare a report concerning these requests for consideration during the next set of negotiations.
- 7.2 The invigilators shall only be selected from those who have accepted such nomination.
- 7.3 The invigilators shall carry out their functions for a period determined by the instructors as per 7.1, which shall not exceed three years. One month prior to the expiry of their terms, or in the event of an invigilator withdrawing from these functions, the process of selection shall be re-initiated.
- 7.4 Upon selection of invigilators, the department heads shall inform the Joint Steering Committee. The Joint Steering Committee shall ensure that the invigilators are advised of the limits of their responsibilities, the necessity for confidentiality and the procedures for handling student questionnaires.
- 7.5 No alternate shall perform any of the functions of the invigilators without the approval of the Joint Steering Committee.

8 The Handling of Student Questionnaires and Questionnaire Data

8.1 Initiation and Confidentiality

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

8.2 Questionnaire Completion

- 8.2.1. The evaluator shall give the package to the invigilating instructor and make arrangements for its secure delivery to Institutional Research immediately upon completion or; if that is not possible because of scheduling difficulties, its secure storage until delivery at the first opportunity.
- 8.2.2. The instructor being evaluated shall not be in the room while questionnaires are being distributed, completed and collected.
- 8.2.3. Invigilating instructors shall explain the process and forms to the students. They shall explain that students are not to identify themselves. They may answer clarification questions but shall not influence the students in any way.
- 8.2.4. They shall insure that students are filling out the questionnaires in a manner that will allow them to be read by the scanning device. They should make prior arrangements to ensure that students will have adequate time and adequate materials (paper/pencils) to complete the forms.
- 8.2.5. When the questionnaires are completed the students will place them in the envelope provided. The invigilator shall seal the envelope and return it to the evaluator as soon as possible.
- 8.2.6. Invigilator instructors must keep all proceedings, both verbal and written, confidential.

8.3 Data Processing

- 8.3.1. The Joint Steering Committee has designated Institutional Research as the neutral processor of the questionnaires. The Joint Steering Committee shall ensure that the processor(s) are advised of the limits of their responsibilities, the necessity for confidentiality and the procedures for processing student questionnaires. The processor(s) shall be responsible to and report to the Joint Steering Committee while performing the functions described herein.
- 8.3.2. Upon receipt of completed packages, the processor's primary responsibility is to prepare a form that provides totals and averages of student responses and transcriptions of student comments. The averages requested will be determined by the Joint Steering Committee. The processor shall make only one copy of this form and sign both it and the original. The original and copy shall be delivered to the Evaluator who will pass the copy on to the instructor concerned.
- 8.3.3. The processor shall re-seal the questionnaires and return them to the evaluator. The evaluator shall keep them sealed and upon completion of the final evaluation report send them to Human Resources for retention in accordance with VCC's Freedom of Information and Protection of Privacy (FOIPOP) policy. If the instructor concerned requests their confirmation only the evaluator may review the forms as per 10.2 of the Evaluation Guidelines.
- 8.3.4. Institutional Research will expunge all electronic records of student questionnaires in accordance with the college's FOIPOP policy.

9 The Handling of Data Obtained Through Observation of Performance

The evaluator shall complete and sign an observational evaluation instrument which is referenced to the relevant criteria of 2.0. Only one copy of the completed instrument shall be made. The original and the copy shall be signed by the instructor and the original shall be given to the instructor being evaluated.

10 Evaluation Reports

- 10.1 Based on the data gathered assembled under 5 of these Guidelines the evaluator shall discuss the instructor's performance with the instructor and then prepare an evaluation report which shall include all the data collected and be signed by the instructor as evidence of having been read and that the evaluation process has been completed.
- 10.2 The instructor being evaluated may, upon request, have the evaluator review the questionnaires and confirm the results correspond with the completed form received from the neutral processor. After this viewing, they shall be resealed and kept by the evaluator as per 8.3.3.
- 10.3 The form of the report shall conform to the Joint Steering Committee approved instrument.
- 10.4 The report with recommendation shall be submitted to the appropriate Vice President or delegate for approval and decision pursuant to Article 16.1 of the Collective Agreement. In cases where there is a follow-up observation and a subsequent evaluation report as per 5.5.3 and 5.3.4 of these Guidelines, the decision shall be reserved until all reports have been submitted. All reports shall be placed in the instructor's personnel file under the terms of Article 16.4 of the Collective Agreement.¹⁰⁸

¹⁰⁸ Amended April 2001

APPENDIX VIII PROFESSIONAL DEVELOPMENT FUNDS

Letter Of Agreement Between Vancouver Community College And The Vancouver Community College Faculty Association¹

(was Appendix X)

(pursuant to Article 6.6.10)

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

APPENDIX IX ADJUDICATED PROFESSIONAL DEVELOPMENT FUNDS¹⁰⁹

(pursuant to Article 6.6.10)

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

For Vancouver Community College Faculty Association

For Vancouver Community College

Date

¹⁰⁹ New April 2001

APPENDIX "X" GUIDELINES FOR THE ALLOCATION OF PROFESSIONAL DEVELOPMENT FUNDS FOR VCCFA MEMBERS¹

1 Agreement

- 1.1 These Guidelines are pursuant to the Letter of Agreement - *Professional Development Funds* - attached to the Collective Agreement.
- 1.2 Any dispute arising out of the application or interpretation of these Guidelines shall be grievable under the terms of Article 12 (*Grievance Procedures*) of the VCC/VCCFA Collective Agreement.

2 Introduction

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

3 General

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

4 Eligible Activities

- 4.1 The definition of Professional Development activities for fund allocation includes the following:
- Applied Research/Publishing
 - Conferences
 - Courses/Programs (including those required to complete a diploma or degree program)*
 - Liaison/Visits with Industry
 - Memberships/Subscriptions **
 - Performing/Presenting
 - Purchase of books
 - Purchase of software
 - Purchase of specialized supplies necessary for workshops or other specific professional development activities
 - Seminars/Workshops

- Study of new techniques and technology
- Other approved activities

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

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

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

5 Ineligible Expenses

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

6 Eligible Employees

- 6.1 Regular and term employees, employed half-time or more, who complete eight (8) months of service within the fiscal year shall be entitled to professional development, as described in Article 6.6.5 of the Collective Agreement. (Effective April 1, 2002, employees with 7 months of service will eligible.)
- 6.2 Employees returning from leave are not eligible for PD and PD funds unless they are able to perform eight (8) months of duty within the fiscal year. (Effective April 1, 2002, employees with 7 months of service will eligible.)
- 6.3 Department Heads will be contacted on May 1 of each fiscal year to supply an estimate of the number of faculty in the department eligible for professional development funding.

7 Allocation of Funds

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

8 Responsibilities

- 8.1 Only members of the PD Funds Committee will have the authority to approve or deny a PD funds request, including requests for advanced funds. Only members of the PD Funds Committee will have the authority to release funds from the VCCFA PD Funds budget.

- 8.2 The PD Funds Committee shall be solely responsible for approving applications from employees for funds to be utilized with respect to professional development and the disbursement of such funds. The chair of each

Appendix X

PD Funds Subcommittee, or delegate, will sign as approving each request and will provide a budget number for the Accounting Department at College Administrative Services.

- 8.3 The PD Funds Subcommittee at each campus will monitor the use of the funds and will keep records of the allocations in cooperation with the Accounting Department. The subcommittee will meet on a bi-weekly basis to adjudicate applications. Approval for PD funds may take up to four (4) weeks.
- 8.4 Approval for PD funds for members serving on the PD Funds Committee shall be handled by the VCCFA Board if there is not consensus within the Subcommittee regarding the request.

9 Application Procedure

- 9.1 All professional development requests for funds must be presented, in writing, in the form of a project or activity which enhances professional knowledge. To receive professional development funds, these projects may utilize all or part of the twenty (20) days of professional development (Article 6.6.2) OR may take place on the employee's own time.
- 9.2 An employee will request professional development time and/or funds through the "Leave & Expense Report Form." In order to receive funds from the PD Funds budget, applicants must fill out both sides of the form including the reverse side entitled: "Professional Development Funds (VCCFA only) Money Request." An employee may request his/her allotment of PD funds with any professional development activity as long as the individual's annual allocation has not been exceeded. A PD Funds request must pertain to or be related to professional development. A brief description must be included in the funds request.
- 9.3 When a PD request is approved (see Article 6.6.6) and an application for funds has been made, copies of the "Leave & Expense Report Form" will be sent by the appropriate Vice-President or delegate to the PD Funds Committee for approval. The PD Funds Subcommittee at each campus will review the application and inform the employee whether their request for funds has been approved.
- 9.4 Within one month of the completion of professional development, employees who have received approval to use PD funds shall submit their receipts to the PD Funds Subcommittee with a copy of their approved request. Official receipts, cancelled cheques, or credit card receipts will be required. The receipts will be forwarded to the Accounting Department.
- 9.5 In some situations where an employee requires an advance of funds, monies will be forwarded as soon as possible and receipts will be supplied to the PD Funds Subcommittee upon completion of the activity. Employees will reimburse VCC for any funds received in excess of expenditures. All requests for advanced funds must be approved by the PD Funds Committee.
- 9.6 Prior approval must be received from the PD Funds Committee for all purchases. Any exceptions will be considered on an individual basis and will require appropriate documentation and description.
- 9.7 Employees may be required to complete purchase order requisitions for specific materials or equipment. The PD Subcommittee will inform employees when such documentation is required.
- 9.8 Under no circumstances will PD funds be used to purchase equipment or materials for departmental or classroom use.

10 Pooling of PD Funds

- 10.1 PD Funds are intended for individual professional development. However, under certain circumstances, pooling of funds may be desirable.
- 10.2 After discussion, VCCFA members may pool all or part of individual member's PD funds to finance large endeavours such as one individual attending an event outside the province, bringing a special guest in for a seminar or workshop, or organizing a group professional development activity. Requests for pooling must first be made to the PD Funds Subcommittee and approved. ALL members involved in the merging of funds must voluntarily sign the request to signify agreement with the plan.

- 10.3 Requests must be \$100 minimum per employee
- 10.4 Requests for purchases cannot be pooled.
- 10.5 All plans to pool PD funds must be restricted to the current fiscal year and must not impact on future years. The PD Funds Subcommittee will not be a party to pooling arrangements that affect subsequent years.

11 Timelines for Requests for PD Funds

- 11.1 All requests for PD funds must be made by the last day of February of each fiscal year.
- 11.2 All receipts must be submitted to the PD Funds Subcommittee by March 31 to be included in the current fiscal year.

12 Unused Funds

- 12.1 Near the end of the fiscal year, carry-over of unused funds for professional development purposes will be determined by the VCCFA membership in consultation with the College.

13 Appeal Procedure

- 13.1 Written appeals of any decision by the PD Committee or Subcommittee will be addressed by the Board of the VCCFA.

APPENDIX “XI” SPLIT SHIFTS

LETTER OF AGREEMENT BETWEEN VANCOUVER COMMUNITY COLLEGE AND THE VANCOUVER COMMUNITY COLLEGE FACULTY ASSOCIATION

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

1. The College will provide access to clean and safe change rooms with shower facilities at each campus.
2. Within one year of the ratification of a renewed collective agreement, the College will provide a lounge space on each campus where employees can relax during the time between shifts.
3. The College will provide office space at each campus and access to telephone, computer and photocopier.
4. ¹¹⁰The parties agree to establish a joint committee consisting of 2 members of College administration and 2 members of the Union to consider all issues affecting employees working evening, weekend and split shifts including but not limited to:
 - resources available
 - services, hours or work
 - implication of working unsociable shifts

For Vancouver Community College Faculty Association

For Vancouver Community College

Date

APPENDIX “XII” IRA RELEASE¹¹¹

LETTER OF UNDERSTANDING

Effective September 01, 2001, the total amount of IRA release time available for distribution is 5428 days.

- a) The total amount shall be allocated as per the agreement reached on May 4, 2001 between the parties, including the model for distribution as attached which provides the following:

Every department will get a minimum of 25 days (bringing those that do not have 25 days up to 25 days). “Hard-coded” areas will get at least 25 days. Departments with retail activities will be recognized. Non hard-coded departments will receive an additional 10 days. The remainder of the days will then be allocated according to the model.

- b) It is not the intention of the College to alter the current IRA release allocation. Any decision by the Board to alter the existing budget allocation for IRA release will be based on significant program changes, and will only be taken after consultation between the College and the VCCFA.

Further to the disbursement of the total allocated, the following was agreed to between the parties:

- Sign Language Studies will be awarded a further 7 hours per week of clerical support
- In consideration of the extraordinary equipment funding necessary, Automotive Collision, Automotive Technician and Diesel Technician will be afforded the opportunity to discuss with the College their departmental needs to support these activities.

For Vancouver Community College Faculty Association

For Vancouver Community College

Date

¹¹¹ Amended April 2001

IRA Release¹¹²

Dept. No.	Program Divisions	Total Release
1901	Visually Impaired	50
1902	Deaf & Hard of Hearing	45
1903	Community & Career Education	101
1951	Sign Language	68
1952	Sign Language Part time	1
2001	Employ. & Ed Access for Women	36
2002	B E S T	36
2003	ABE Youth Programs	70
2004	C C A	223
+ 2005	Basic Education	180
+ 2006	Humanities	90
+ 2007	Mathematics	90
+ 2008	Science	135
+ 2009	Business & Computer Studies	90
2700	Vocational (&IE)& Combined Skills	89
5002	Res Care Att ESL	6
5007	Institutional Aid ESL	5
4803	Accounting ESL	6
5303	Baking ESL	3
5404	Culinary Arts ESL	3
5207	Building Service Worker ESL	4
5205	Hairdressing ESL	6
+ 2800	English Language Skills	550
+ 2511	English Language Skills IE	135
+ 2900	College Preparatory English	297
+ 2150	College Preparatory English IE	23
+ 3100	Outreach (Conv. + Non Conv. + Literacy)	405
4101	Electronics	115
4202	Jewelery	36
4203	Drafting	83
4204	Music	120
4301	Automotive Body / Collision	85
4303	Automotive Technician/Mechanics	103
4304	Diesel Technician	52
4401	Printing Production	68
4403	Computer Graphics	36
4601	Office Administration	81
4602	Medical Office Careers	58
4701	Computer Appl Support	83
	Accint Dept	-
4603	Traffic, Customs & Transport	18
4802	Accounting & Computer Management	123
4806	Parttime Accounting (Evening Class)	20
4803	Accounting ESL	6

¹¹² Amended April 2001

4804	Business Education Preparation	23
	Continuing Care & Allied Health	-
5001a	Resident Care Attendant and Home Care	84
5001	Hospital Unit Co-ord	48
5001	Medical Lab Assistant	26
5002	Resident Care Attendant ESL	6
5004	Practical Nursing	107
5005	Pharmacy Technician	36
5006	Institutional Aide	36
5007	Institutional Aide ESL	5
5101	Dental Hygiene	74
5102	Dental Assisting	109
5104	Dental Receptionist	17
5103	Dental Tech	31
5105	Denturist	33
5202	Hairdressing	106
5204	Esthetics	11
5205	Hairdressing ESL	6
5203	Travel Agent	36
5210	Building Service Worker	45
5207	Building Service Worker ESL	4
5301	Baking/Pastry Arts	86
5303	Baking ESL	3
5401	Culinary Arts	234
5404	Culinary Arts ESL	3
5501	Chinese Cuisine	36
5601	Meat Cutting	44
5701	Hospitality Management	145
		-
	TOTAL EDUCATION RELEASE	5,228
	Counselling	80
	Library	45
	Learning Centre	25
	IEPA	25
	Program Development	25
	TOTAL VCC RELEASE	5,428

APPENDIX “XIII” EMPLOYEE AND FAMILY ASSISTANCE PLAN

LETTER OF AGREEMENT BETWEEN VANCOUVER COMMUNITY COLLEGE AND THE VANCOUVER COMMUNITY COLLEGE FACULTY ASSOCIATION

The College and Faculty Association agree to explore the feasibility of implementing an Employee and Family Assistance Plan.

APPENDIX "XIV" INCLUSION OF HEALTH NURSES¹¹³

LETTER OF UNDERSTANDING

The parties will meet to continue with negotiations regarding the inclusion of Health Nurses in the VCCFA Collective Agreement on the following basis:

Provisions for Health Nurses in the VCC Faculty Association Collective Agreement will, when all provisions are considered in their entirety, be no less than those in their current Collective Agreement.

Issues in the VCCFA Agreement previously discussed which may require language adjustments will be finalized by a sub-committee.

The Health Nurses will be placed on the Faculty Association Salary Grid that most closely represents their current salary including the payment under Article 21.1 of the BCNU agreement. Once placed on the faculty grid, Article 21.1 will no longer apply.

Health Nurses will be barred at Step 5 of the 2001-2004 Faculty Scale.

In addition to any other provisions of the current BCNU agreement that may be applicable Health Nurses will:

- be entitled to Professional Development on the same basis as instructors.
- continue to retain their current vacation entitlement.
- retain the hours of work in their current agreement.

This is subject to approval by the PSEA mandate sub-committee.

For Vancouver Community College Faculty Association

For Vancouver Community College

Date

APPENDIX "XV" DISTRIBUTED LEARNING¹¹

Letter Of Understanding

¹¹³ New April 2001

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

The College agrees to the following principles regarding the use of distributed learning:

- The Department Head will consult with all employees in the relevant department or area concerning the opportunity to develop or deliver distributed learning courses.
- Participation in the development or deliver of distributed learning opportunities shall be voluntary.
- The College will provide training, if necessary, to faculty members who participate.
- The College will provide adequate clerical, technical support and software, and equipment to employees who participate
- The College shall provide technical support to students.
- Distributed learning courses, whether, paper based, hybrid or on-line may require more marking time, administration and preparation time per student than face-to-face classroom instruction. The assignment of workload for all distributed learning development or delivery will be agreed between the College and the Union prior to the work assignment being made, in consultation with the Dean and the employees involved.
- All provisions of the Collective Agreement including workload, duty days, hiring, copyright, evaluation and appraisals shall apply.
- Employees designing or revising courses or programs for distributed classroom, may apply for VCC curriculum development funding.
- Employees who develop course material shall first be offered the right to instruct the course and to refuse, before it is assigned to another employee.

For Vancouver Community College Faculty Association

For Vancouver Community College

Date

APPENDIX "XVI" ASSISTANCE FOR INSTRUCTORS TEACHING STUDENTS WITH DISABILITIES¹¹⁴

LETTER OF UNDERSTANDING

The College acknowledges that some instructors may require additional resources to provide an appropriate learning environment for students with disabilities.

To assist these instructors, the College will, in consultation with those providing services for students with disabilities and those who are instructing students with disabilities:

1. Review existing procedures and establish processes for accessing and providing support.
2. Consult with the Union regarding 1) above
3. Provide mentoring, assistance or training for instructors who teach students with disabilities.
4. Produce and distribute information bulletins or brochures that identify all available instructional support and services available for instructors teaching students with disabilities.

For Vancouver Community College Faculty Association

For Vancouver Community College

Date

¹¹⁴ New April 2001

APPENDIX "XVII" INSTRUCTOR QUALIFICATIONS¹²

(pursuant to Article 4.1.5)

LETTER OF UNDERSTANDING

By December 31, 2001, Departments will review and submit recommended qualifications for every area to the VP or delegate for approval.

For Vancouver Community College Faculty Association

For Vancouver Community College

Date

APPENDIX "XVIII" JOINT STEERING—ESL PROTOCOL PROCEDURES¹⁴

LETTER OF UNDERSTANDING

By December 31, 2001, a sub committee of Joint Steering Committee consisting of two (2) members of College administration and two (2) members of the Union will meet to review the procedures for appointments offered under Article 4.4.(3) and Article 4.9, the ESL Protocol, and make recommendations to the parties.

For Vancouver Community College Faculty Association

For Vancouver Community College

Date