

COLLECTIVE AGREEMENT

between

MALASPINA UNIVERSITY-COLLEGE

and the

MALASPINA FACULTY ASSOCIATION

Effective from April 1, 1999 to March 31, 2001

TABLE OF CONTENTS

1. PRELIMINARY	1
1.1 PREAMBLE.....	1
1.2 TERM OF AGREEMENT/CONTINUATION CLAUSE	1
1.3 PARTIES TO AGREEMENT.....	2
1.4 DEFINITIONS.....	4
1.9 NO OTHER AGREEMENT	4
1.11 NEGOTIATING A NEW AGREEMENT	4
1.12 CONFORMITY TO LAW - SAVINGS CLAUSE.....	7
2. UNION SECURITY	8
2.1 UNION RECOGNITION.....	8
2.2 UNION SECURITY.....	8
2.3 DUES CHECK OFF.....	8
2.6 LEAVE FOR ASSOCIATION AND C.I.E.A. POSITIONS	9
2.8 CONTRACTING OUT	10
4. CATEGORIES OF EMPLOYEES	11
4.1 CLASSIFICATION OF EMPLOYEES	11
4.2 INSTRUCTIONAL AND NON-INSTRUCTIONAL EMPLOYEES	12
5. GRIEVANCE PROCEDURES AND ARBITRATION	13
5.3 GRIEVANCE PROCEDURES AND ARBITRATION	13
5.6 POWER OF ARBITRATOR	14
6. SENIORITY, PROMOTIONS, HIRING AND LAYOFFS	16
6.1 PROBATIONARY EMPLOYEES	16
6.2 CALCULATION OF REGULAR SENIORITY	16
6.3 JOB POSTINGS AND VACANCIES	21
6.4 HIRING PROCEDURES	21
6.5 TRANSFERS	25
6.6 LAY OFF	27
6.7 SEVERANCE PAY	31
6.10 SENIORITY RETAINED.....	31
6.11 RECALL	32
6.13 RETRAINING	32
7. EVALUATION	34
7.1 PURPOSE OF EVALUATION	34
7.3 TIMING OF EVALUATION	34
7.4 EVALUATION PROCESS.....	36
7.5 EVALUATION RESULTS.....	38
7.9 PROCEDURES IN CASES OF NON-RENEWAL OF CONTRACT FOR UNSATISFACTORY PERFORMANCE.....	38
8. PERSONNEL RECORDS, DISCIPLINE, SUSPENSION AND DISCHARGE	46
8.1 PERSONNEL FILE	46
8.2 DISCIPLINE	46

9.	RENEWAL OF APPOINTMENT	51
9.1	SUCCEEDING RE-APPOINTMENTS OF REGULAR FACULTY	51
9.2	APPOINTMENT OF TEMPORARY EMPLOYEES.....	52
9.3	LIMITATIONS ON USE OF NON-REGULAR POSITIONS.....	54
9.4	REGULARIZATION OF POSITIONS	55
10.	HOURS OF WORK/WORKLOAD	56
10.1	ACADEMIC YEAR FOR REGULAR FACULTY MEMBERS	56
10.2	WORKLOAD.....	56
10.3	OVERLOAD.....	58
10.4	ASSIGNMENT OF WORKLOAD.....	59
10.5	MULTI-CAMPUS TRAVEL.....	61
10.7	FACULTY EMPLOYED IN CO-OPERATIVE EDUCATION	61
10.10	FACULTY ADVISORS.....	63
10.11	WORKLOAD RELEASE	64
11.	SALARIES AND ALLOWANCES	68
11.1	SALARIES	68
11.2	ALLOWANCES	69
11.4	INITIAL PLACEMENT ON SALARY SCALE	70
11.5	ADDITIONAL FORMAL QUALIFICATIONS	78
11.8	INCREMENTAL ADVANCEMENT ON SALARY SCALE	78
12.	LEAVE, PAID AND UNPAID, PROFESSIONAL DEVELOPMENT AND SCHOLARLY ACTIVITY	80
12.2	VACATIONS.....	80
12.3	PROFESSIONAL DEVELOPMENT	81
12.4	ASSISTED LEAVE (PROFESSIONAL DEVELOPMENT LEAVE OF ABSENCE)	83
12.5	SCHOLARLY ACTIVITY	90
12.8	SICK LEAVE.....	91
12.9	BEREAVEMENT LEAVE	92
12.10	MATERNITY, PARENTAL AND ADOPTION LEAVE.....	92
12.14	EXCHANGE LEAVE.....	94
12.15	GENERAL LEAVE, UNPAID	94
12.16	POLITICAL LEAVE	96
13.	HEALTH, INSURANCE AND PENSION BENEFITS	98
13.1	MEDICAL SERVICES PLAN (MSP).....	98
13.2	EXTENDED HEALTH BENEFITS (includes Vision Care and Emergency Travel Assistance).....	98
13.3	DENTAL PLAN	99
13.4	GROUP INSURANCE.....	99
13.7	COLLEGE PENSION PLAN	100
13.15	SUBROGATION	100
14.	PROTECTION OF EMPLOYEES	101
14.3	DISCRIMINATION AND HARASSMENT	101
14.5	TECHNOLOGICAL CHANGE.....	101
14.8	COPYRIGHT	101
14.10	LEGAL INDEMNIFICATION	102
14.14	ACADEMIC FREEDOM.....	103

14.15	RETIREMENT.....	103
14.22	TEACHING ASSIGNMENTS TO UNIVERSITY-COLLEGE ADMINISTRATORS.....	103
15.	GENERAL	105
15.1	FACULTY ROLE IN CURRICULUM AND PROGRAM DEVELOPMENT.....	105
15.2	EARLY RETIREMENT INCENTIVE	105

APPENDICES

A:	SALARY SCHEDULE.....	108
B:	MFA SALARY PLACEMENT EXPERIENCE CREDIT DATA SUMMARY	109
C:	INITIAL SALARY PLACEMENT FORM - FACULTY.....	110
D:	INITIAL SALARY PLACEMENT FORM TECHNICIANS.....	112

LETTERS OF UNDERSTANDING/AGREEMENT

	UNCONVENTIONAL INSTRUCTION DESIGNATED UNDER 10.2.1.2.1	115
	BARGAINING UNIT DEFINITION	116
	AREA CHAIRS	117
	WORKLOAD AVERAGING LEAVE.....	120
	RENUMBERING OF COLLECTIVE AGREEMENT	121
	FACULTY WORKLOADS	122
	UPPER LEVEL BUSINESS RELEASE	123
	IMPLEMENTATION OF STARGARDEN ACCRUAL PROCESS FOR SALARY INCREMENTS	124

TOPIC	ARTICLE	PAGE
Academic Freedom	14.14	98
Administrators		
- Selection of	6.4.2	21
- Dean Selection	6.4.2.2	22
- Teaching Assignment	14.22	98
Administrative Allowance	11.2.1	66
Advisors	10.10	60
Appointments:		
- First Regular	6.1.1	16
- Renewal of Regular	9.1	48
Arbitration	5.3.2, S4	14
- Power of Arbitrator	5.6	14
Area Chairs (Memorandum of Agreement)		111
Assignment of Workload	10.4	56
- Joint Committee Letter of Agreement		116
Assisted Leave (Professional Development Leave)	12.4	79
- Application	12.4.9	81
- Committee	12.4.10	82
- Eligibility	12.4.9	81
- Procedures	12.4.10.3	83
Bargaining Unit Definition (Letter of Understanding)		110
Benefits	13	93
- Dental	13.3	94
- Extended Health (Vision & Emergency Travel)	13.2	93
- Group Insurance (Life and LTD)	13.4	94
- Medical Services Plan (MSP)	13.1	93
- College Pension Plan	13.7	95
Bereavement Leave	12.9	87

TOPIC	ARTICLE	PAGE
Bumping	6.6.7	28
- Definition of	6.6.3.3	25
Change of Assignment	11.4.4	74
Class Scheduling (Timetabling)	10.4.1.1	56
Contracting Out	2.8	10
Contractual Renewal - Regular	9.1	48
- Notice of Renewal	9.1.4	48
Co-Operative Education	10.7	58
Coordinators		
- Release Time	10.11.2.2	63
- Selection	10.11.2.1	62
- Non-Instructional	10.2.2.2	55
Copyright	14.8	96
Curriculum Development	15.1	100
Dean Selection	6.4.2.2	22
Definitions	1.4	4
- "Regular"	4.1.1	11
- "Temporary Pro Rata"	4.1.2	11
- "Temporary Part-Time"	4.1.3	12
- "Lay-Off"	6.6.3.1	25
- "Seniority"	6.2.1	16
- "Bumping"	6.6.3.3	25
Dental Benefits	13.3	94
Departmental Listing (Coordinators)	10.11.2.3	63
Departmental Listing (Seniority)	6.2.8	18
Directed Studies	10.3.2	55
Disciplinary Action	8	43

TOPIC	ARTICLE	PAGE
- Non Renewal (Exceptional Circumstances)	8.2.1	43
- Suspension	8.2.3	47
- Other Action	8.2.4	47
 Discrimination	 14.3	 96
 Dues	 2.2.1 2.3	 8 8
 Duncan Travel Stipend	 10.5	 58
 Early Retirement Incentive	 15.2	 100
- Early Retirement & Lay-Off	6.6.6.1.2	27
 Education Council	 10.11.3	 64
 Emergency Travel Assistance (EHB)	 13.2	 93
 Extended Health Benefits	 13.2	 93
 Evaluation		
- Frequency	7.3.2.1	33
	7.3.2.2	34
- Procedures - Instruction	7.3.1.1	32
- Procedures - Non-Instruction	7.3.1.2	32
- Process	7.4	34
- Results	7.5	36
- Non-Renewal (Unsatisfactory)	7.9	36
 Exchange Leave	 12.14	 89
 Faculty Advisors	 10.10	 60
 Family Illness	 12.8.9	 87
 Final Offer Selection	 1.11.4.2	 6
 Grievance Procedures	 5.3	 13
- Arbitration	5.3.2, S4	14
- Time Limits	5.3.1	13
- Extension of Time Limits		14

TOPIC	ARTICLE	PAGE
Group Insurance Benefits	13.4	94
Hiring		
- Administrators	6.4.2	21
- Deans	6.4.2.2	22
- Coordinators	10.11.2.1	62
- Coordinators, Non-instructional	10.2.2.2	55
- Faculty	6.4	20
- President	6.4.2.3	23
- Requirement to Replace	9.3.3	51
Home Campus	6.5.3	24
Incompetence	8.2.1	43
Increments	11.8	74
- Stargarden Accrual Process Letter of Understanding		118
Insurance (Group Life and LTD)	13.4	94
Internal Transfer	6.5.1	24
Investigating Committee	7.9.4	40
Job Postings	6.3	20
Lay-Off	6.6	25
- Definition of	6.6.3.1	25
- Reasons for	6.6.1	25
- Process and Notice	6.6.6	26
- Bumping	6.6.7	28
- Severance Pay	6.7	29
- Recall	6.11	30
- Retraining	6.13	30
Leaves of Absence		
- Sick Leave	12.8	86
- Family Illness	12.8.9	87
- Bereavement	12.9	87
- Maternity	12.10.1	87
- Parental	12.10.2	88

TOPIC	ARTICLE	PAGE
- Exchange	12.14	89
- General Leave, Unpaid	12.15	89
- Political	12.16	91
- MFA	2.6	9
- CIEA	2.6	9
 Legal Indemnification	 14.10	 95
 Letters of Understanding/Agreement		
- Unconventional Instruction		109
- Bargaining Unit Definition		110
- Area Chairs		111
- Workload Averaging Leave		114
- Renumbering of Collective Agreement		115
- Joint Committee on Faculty Workloads		116
- Upper Level Business Release		117
- Implementation of Stargarden Accrual Process for Increments		118
 Long Term Disability	 13.4	 94
 MFA Membership	 2.1 2.2.2	 8 8
 Maternity Leave	 12.10.1	 87
 Mediation	 1.11.1	 5
 Medical Benefits	 13	 93
 Multi-Campus Travel	 10.5	 58
 Negotiating a New Agreement	 1.11	 4
 Non-Instructional Faculty (see also “Technicians”)		
- Coordinators	10.2.2.2	55
- Evaluation	7.3.1.2	32
Process	7.4	34
- Probationary Period	6.1.1	16
Initial Conference	6.1.3	16
- Professional Development Time	12.3.2	79
- PD Time, Temporary Entitlement	12.2.7	77
- Leave Committee Membership	12.4.10.1c	82

TOPIC	ARTICLE	PAGE
- Length of Assignment	10.1.3.1	53
- Length of Contract (Temporary)	9.2.5	51
- Regularization of Positions	9.4	51
- Right of First Refusal	9.22	49
- Salary Placement		
Minimum Initial (Education)	11.4.1.5	67
Counsellors (Experience)	11.4.1.7c	70
Librarians (Experience)	11.4.1.7d	71
Technicians (Experience)	11.4.1.7e	72
- Unpaid Leave	12.15	89
- Vacation (Regular)	12.2.4	76
- Vacation (Temporary)	12.2.7	77
- Workload	10.2.2	54
Non Renewal of Appointment		
- One Year Appointment	7.9.2	36
- Two Year Appointment	7.9.3	39
- Five Year Appointment	7.9.3	39
- Exceptional Circumstances	8.2.1	43
- Unsatisfactory Performance	7.9.1	36
Office Hours	10.2.1.2.3	54
Outside Teaching and Non-Teaching Assignments	10.4.5	58
Overload Pay	10.3.1	55
Parental Leave	12.10.2	88
Pay Periods (Biweekly)	11.1	65
- Direct Deposit	11.1.1	65
Pension Plan	13.7	95
Political Leave	12.16	91
Powell River		
- Right of First Refusal	9.2.2	49
- Travel Release	10.5	58

TOPIC	ARTICLE	PAGE
Probationary Status	6.1	16
Professional Development	12.3	77
- Funds (Regular Employees)	12.3.1	77
- Funds (Temporary Employees)	12.3.1.1	78
- Funds (Assisted Leave)	12.3.1(c)	78
- Assisted Leave	12.4	79
Professional Responsibilities	10.2.1.2.3	54
Recall	6.11	30
Recruitment		
- Administrators	6.4.2	21
- Coordinators	10.11.2.1	62
- Coordinators, Non-instructional	10.2.2.2	55
- Deans	6.4.2.2	22
- Faculty	6.4	20
- President	6.4.2.3	23
Regularization of Positions	9.4	51
Release Time		
- Co-ordinators	10.11.2.2	63
- Education Council	10.11.3	64
- Powell River Travel	10.5	58
- Scholarly Activity	12.5.2.3	85
- Upper Level	10.11.1	60
- Banking of Upper Level Release	10.11.1.1	61
- MFA Positions	2.6	9
- CIEA Positions	2.6	9
- Other (Discretion of Deans)	10.11.4	64
Research & Scholarly Activity		
- Committee	12.5.4	85
- Grants	12.5.4.1(a)	85
Resignation	9.1.4.1(b)	48
Retirement		
- Normal	14.15	98
- Early	15.2	100

TOPIC	ARTICLE	PAGE
- Replacement	9.3.3	51
Retraining	6.13	30
Right of First Refusal	9.2.2	49
- Regular Faculty Member on Lay-Off	6.11.4	30
- Regular Part-Time	9.2.2	49
- Temporary Pro Rata	9.2.2	49
- Between Powell River and Other Campuses	9.2.2	49
Salary		
- Appeals	11.4.3	73
- Increments	11.8	74
- Increments Accrual – Stargarden System	Letter	118
- Overload	10.3.1.	55
- Placement	11.4	66
- Faculty	11.4.1	66
- Technicians	11.4.2	73
	11.4.1.7(e)	72
- Regular Part-time	11.1.2	65
- Temporary Part-time	11.1.4.2	65
- Temporary Pro Rata	11.1.4	65
- Schedule/Scale	App A	103
- Special Session	11.1.5	65
- Summer Schedule	11.1.6	66
Scholarly Activity	12.5	85
- Upper Level Release Banking	10.11.1.1	61
Secondment (Internal Transfer)	6.5.1	24
Seniority		
- Definition of	6.2.1	16
- Regular	6.2	16
- Principle	6.6.4	26
- Transfer of	6.10	29
- Temporary	9.2.2	49
Seniority Group - Assignment to	6.2.5	17
	6.2.6	17
Senior Project	10.3.3	55

TOPIC	ARTICLE	PAGE
Severance Pay	6.7	29
Sick Leave	12.8	86
- Regular Employees	12.8.1	86
- Temporary Employees	12.8.2	86
- Bank	12.8.3-12.8.8	86
Special Session		
- Workload	10.2.1.2.2	54
- Payment	11.1.5	65
Suspension	8.2.3	47
Technicians		
- Coordinators	10.2.2.2	55
- Evaluation	7.3.1.2	32
Process	7.4	34
- Probationary Period	6.1.1	16
Initial Conference	6.1.3	16
- Professional Development Time	12.3.2	79
- PD Time, Temporary Entitlement	12.2.7	77
- Leave Committee Membership	12.4.10.1c	82
- Length of Assignment	10.1.3.1	53
- Length of Contract (Temporary)	9.2.5	51
- Salary Placement		
Experience	11.4.1.7e	72
Education	11.4.2	73
- Split Appointments		
Placement	11.4.2.2	73
Increment	11.8.2	75
- Unpaid Leave	12.15	89
- Vacation (Regular)	12.2.4	76
- Vacation (Temporary)	12.2.7	77
- Workload	10.2.2.1	54
Technological Change	14.5	96
Temporary Appointments		
- Non-Instructional	9.2.5	51
Temporary Appointments - Faculty		

TOPIC	ARTICLE	PAGE
- Temporary Part-Time	4.1.3	12
- Temporary Pro Rata	4.1.2	11
- Initial Temporary Pro Rata	9.2.1	49
- Subsequent Appointments	9.2.3	50
- Right of Refusal	9.2.2	49
- Two-Year Positions	9.2.4	51
- Interview for Regular Position	9.2.2	49
- Regularization of Positions	9.4	51
 Timetabling	 10.4.1.1	 56
 Travel		
- Allowances	11.2.2	66
- Multi-Campus Travel	10.5	58
 Unassisted Leave	 12.15	 89
 Unconventional Instruction	 10.2.1.2.1	 54
- Letter of Understanding		109
 Undergraduate Research Project	 10.2.1.2.4	 54
 Upper Level Release	 10.11.1	 60
- Banking/Grouping	10.11.1.1	61
- BA Business	Letter	117
 Vacation		
- Instructors	12.2.1	76
- Vacation Exchange	12.2.2	76
- Regular Non Instructional	12.2.4	76
- Faculty Advisors	12.2.6	76
- Technicians	12.2.4	76
- Co-Operative Education	10.7.5	59
	10.7.6	59
- Temporary Non Instructional	12.2.7	77
 Vision Care (Extended Health)	 13.2(b)	 94
 Workload		
- Assignment of	10.4	56
- Committee	10.4.2	57
- Directed Studies	10.3.2	55

TOPIC	ARTICLE	PAGE
- Limitations	10.2.1.2	53
- Non-Instructional Faculty	10.2.2	54
- Overload	10.3	55
- Senior Project	10.3.3	55
- Temporary Pro Rata Faculty	10.2.3	55
- Timetabling	10.4.1.1	56
- Undergraduate Research Project	10.2.1.2.4	54
- Upper Level Release	10.11.1	60

1. PRELIMINARY

1.1 PREAMBLE

This Agreement applies to all faculty members of Malaspina University-College as described in Article 2.1.

1.2 TERM OF AGREEMENT/CONTINUATION CLAUSE

This Agreement shall be binding from April 1, 1998 until March 31, 2001, or until a new agreement is signed, whichever is later. The continuance of the increment structure is hereby agreed to by both parties. This Agreement may be opened for collective bargaining by either party at any time after November 30, 2000, in accordance with Section 46 of the Labour Code of British Columbia (1992).

Dominique Roelants, Chair
Malaspina Faculty Association
Negotiating Committee

Shelley Garside, Acting Chair
Malaspina University-College
Board

Jamie Brennan, President
Malaspina Faculty Association

Richard W. Johnston
President, Malaspina
University-College

1.3 PARTIES TO AGREEMENT

1.3.1 Malaspina Faculty Association

1999/00

President	<u>Jamie Brennan</u>
Vice President	<u>Kathryn Barnwell</u>
Treasurer	<u>Mike Armstrong</u>
Secretary	<u>Holly Blackburn</u>
Chair, Contract Negotiating Committee	<u>Dominique Roelants</u>
Chair, Professional Development Committee	<u>Nancy Randall</u>
Chief Personnel Steward	<u>Linda Cornell</u>
Member at Large	<u>Rachel Cooper</u>
Status of Women Committee Chair	<u>Marni Stanley</u>
Chair, Non-Regular Faculty Committee	<u>Ross MacKay</u>
Human Rights Committee	<u>Russ McNeil</u>
Past President	<u>Steve Lane</u>

1.3.2 Malaspina University-College Board

1999/00

Shelley Garside, Acting Chair

Keri Blacker

Jane Gregory

Peter McCue

Virginia Persson

Robert Purgavie

Gordon Reid

Marjorie Ryan

Kathleen Skovgaard

Betty Wilson

Libby McGrattan, Elected Support Staff Rep

Katharina Rout, Elected Faculty Rep

Janelle Ho-Shing, Elected Student Rep

John Jackson, Elected Student Rep

Tony Robertson, Chair, Education Council (Ex Officio)

Executive

Richard Johnston, President

Edwin Deas, Vice President Administration and Bursar

David Thomas, Vice President Instruction

1.4 DEFINITIONS

- 1.4.1 "Association" means the Malaspina Faculty Association.
- 1.4.2 "University-College" means Malaspina University-College.
- 1.4.3 "B.C.G.E.U." means the bargaining unit within Malaspina University-College which is represented by local of the British Columbia Government Employees' Union.
- 1.4.4 "C.U.P.E." means the bargaining unit within Malaspina University-College which is represented by local of the Canadian Union of Public Employees.
- 1.4.5 "Agreement" means this Collective Agreement between the Association and Malaspina University-College.

1.9 NO OTHER AGREEMENT

No faculty member covered by this agreement shall be required or permitted to make a written or oral agreement with the University-College or its representatives which may conflict with the terms of this agreement, unless mutually agreed to by both parties to this agreement. Said specific variance shall be in writing and shall clearly state that the letter of agreement is made without prejudice to the collective agreement.

1.11 NEGOTIATING A NEW AGREEMENT

This section affirms the commitment of both parties to the principle of uninterrupted educational service to the community. Consequently in the event of a dispute between themselves the parties shall not resort to either strike or lock-out. Instead the procedures outlined below shall be followed. In the event of a dispute involving a third party this principle still applies.

However an individual faculty member's employment cannot be terminated for ignoring this principle in particular circumstances.

- 1.11.1 In the event that the parties are unable to reach a new agreement by one month following the expiry date of the contract, both parties shall request the Minister of Labour to appoint a mediation officer pursuant to Section 74 of the Labour Code of British Columbia (1992). At this time the parties shall meet to draw up a list of the matters to be considered by the mediation officer. This deadline can be extended by mutual agreement.
- 1.11.1.1 If the matter is not resolved during the term of appointment of the mediation officer, both parties shall request that the mediation officer include recommended terms of settlement in his/her report to the minister.
- 1.11.1.2 Within one week of receipt of the report of the mediation officer, the parties shall meet to determine whether a settlement can be reached. If a settlement cannot be reached, the parties shall jointly or individually submit the matter to arbitration by serving notice on the other.
- 1.11.2 If the minister shall not appoint a mediation officer, the parties shall meet within one week of receipt of such information to draw up a list of the matters remaining in the dispute to be sent to arbitration. This list shall be signed by both Chairs. The parties shall then jointly, or individually submit the matter to arbitration by serving written notice on the other.
- 1.11.3 Within two weeks of such notice being given the parties shall meet to present to each other their final positions with respect to each unresolved item in negotiation. Each party shall provide three copies of its final submission. These submissions shall include only items referred to in the report of the mediation officer, or in the absence of a mediation report the approved list under Article 1.11.1. Each page of the submissions shall have a space for the signature of the Chair of the Malaspina University-College Board Personnel and Salaries Committee and the Chair of the Association Contract Negotiating Committee. Without reading or discussing the contents of the submissions, the Committee Chairs shall sign each page of each report. Of the three copies, one shall go to the University-College Board, one shall go to the Association, and one, if necessary, shall go to the Arbitration Board.
- 1.11.3.1 The committees shall then read and discuss the final positions in order to determine whether the submissions are close enough that agreement can be reached. If agreement can be reached then the arbitration

procedure shall be terminated.

- 1.11.4 If the matter is still unresolved, a Board of Arbitration shall be chosen. The Board shall consist of three persons; one to be selected by the University-College Board, one by the Association, and a third member, to be chosen by the first two board members, who shall act as Chair. The first two members of the board are to be selected within five days of the presentation of the final positions. In the event that the two persons are unable to agree on the selection of the third person within five days of the date of the last appointed member, the Minister of Labour shall be asked to appoint the third member.
- 1.11.4.1 The Board of Arbitration has the same powers, follows the same procedures and has the same authority as an arbitration board under Part 8 of the Labour Code (1992). Part 8 of the Labour Code (1992) shall apply to all proceedings under this article. The Board of Arbitration shall give full opportunity to both parties to present evidence and make representation to it. The board shall commence its proceedings within ten days, or sooner, after the Chair is appointed. It shall render a decision in writing to both parties within ten days from the time a Chair is appointed. The decision of a majority shall be the decision of the Board of Arbitration.
- 1.11.4.2 The Board of Arbitration must select one or the other final positions and indicate in its written report the reasons for the selection. The board is explicitly excluded from deciding on some position different from either of the final positions.
- 1.11.4.3 The decision of the Board of Arbitration shall be binding on both parties.
- 1.11.4.4 Either party, through notice within thirty days after the expiry of the Agreement, can invoke suspension of Article 1.11.
- 1.11.4.4.1 If either party does invoke suspension of Article 1.11, then neither party can commence strike/lock out actions prior to September 1 of that year.
- 1.11.4.4.2 Should suspension of Article 1.11 occur, then Article 1.11, including this clause, shall automatically be included in the next contract unless mutually agreed that it be removed.
- 1.11.4.4.3 Should suspension of Article 1.11 occur, then the right of arbitration and the mediation process as described in Article 1.11 are suspended

immediately and continue to be suspended until a new agreement is signed, unless the parties mutually agree to the contrary.

1.12 CONFORMITY TO LAW - SAVINGS CLAUSE

It is hereby declared to be the intention of the parties to this contract that the sections, paragraphs, sentences, clauses and phrases of this contract are subject to applicable federal, provincial and local law and are separable. If any phrase, clause, sentence, paragraph or section of this contract shall be found to be invalid because of conflict with any applicable federal, provincial, or local law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this contract. Any substitute provisions shall be subject to appropriate consultation and negotiation between the parties to this collective agreement.

2. UNION SECURITY

2.1 UNION RECOGNITION

The University-College recognizes that the Association is the exclusive bargaining authority for all faculty members who are employed as instructors, counsellors, librarians and technicians at and from Malaspina University-College except instructors employed in the Vocational Division and Continuing Education.

2.2 UNION SECURITY

2.2.1 All members of the bargaining unit represented by the Association shall, as a condition of employment, pay fees of not less than one dollar per year, the actual amount to be determined from time to time by the Association.

2.2.2 The above provisions of this Agreement shall not be construed as requiring any member of the bargaining unit represented by the Association to become a member of the Association.

2.2.3 The University-College shall provide each successful candidate for a position in the bargaining unit represented by the Association a copy of this Agreement with the letter of appointment.

2.3 DUES CHECK OFF

2.3.1 The University-College shall as a condition of employment, deduct from the biweekly wages or salary of each member of the bargaining unit represented by the Association the amount of the regular biweekly fees payable to the Association.

2.3.2 All deductions shall be remitted to the Treasurer of the Association without delay. Before the University-College is obligated to deduct any amount described in Article 2.3.1 the Association must advise the University-College in writing of the amount of its regular biweekly fees. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the

University-College signed by the Treasurer of the Association. Upon receipt of such notice, such changed amount shall be deducted.

- 2.3.3 If a faculty member is assigned work that is partly in the bargaining unit represented by the Association and partly by either or both B.C.G.E.U. and C.U.P.E., the University-College shall, as a condition of employment in the position represented by the Association, deduct from the portion of his/her biweekly wages or salary applicable to this position, the amount described in Article 2.3.1.

2.6 LEAVE FOR ASSOCIATION AND C.I.E.A. POSITIONS

NOTE: see Section 12 regarding Leaves.

Faculty members may, from time-to-time be elected to executive positions within the Association or the Provincial College-Institute Educators' Association of BC (C.I.E.A.).

- 2.6.1 The University-College shall, upon request from the Association, grant full or partial release leave to perform duties of an executive position with the Association or C.I.E.A. Such leave shall be renewable on request from the Association.
- 2.6.2 The University-College shall continue to pay the faculty member his/her full salary and benefits while serving the Association or C.I.E.A.
- 2.6.3 The Association shall reimburse the University-College for the full cost of salary and benefits of the faculty member on leave for a C.I.E.A. position.

For a faculty member on leave for an Association position, the Association agrees to reimburse the University-College for the cost of salary and benefits for the faculty or faculty members hired to replace the faculty member during the term of office. Should the faculty member's normal workload not be fully replaced by a temporary appointment, the Association agrees to reimburse the University-College for the cost of salary and benefits of the part-time temporary replacement plus a share of the salary and benefits of the faculty member on leave representing the fraction of workload not replaced.

- 2.6.4 Upon completion of the term of office, the faculty member is assured of

resuming duties at a salary level equal to that which he/she would have received, had he/she remained in his/her usual position at the University-College. The faculty member shall be given his/her full seniority credits for the period of his/her release leave.

2.8 CONTRACTING OUT

Malaspina agrees not to contract out any work presently performed by faculty covered by with Agreement if doing so would result in the laying-off of such faculty.

4. CATEGORIES OF EMPLOYEES

4.1 CLASSIFICATION OF EMPLOYEES

For the purpose of identification within this agreement only, the terms "Regular Faculty Member" and "Temporary Faculty Member" are defined in Articles 4.1.1, 4.1.2 and 4.1.3, and the primary areas of responsibility of the "Instructor" and "Non-instructional Faculty Member" are set out in Articles 4.2.1 and 4.2.2.

4.1.1 Regular Faculty Member

4.1.1.1 The term "regular" shall refer to faculty with a renewable contractual appointment of one year or more. Regular full-time faculty are those with original appointments or subsequent appointments with mutual agreement of the University-College and the faculty member specifying a full-time workload. Regular part-time faculty are those with original appointments or subsequent appointments with mutual agreement of the University-College and the faculty member specifying less than a full-time workload.

4.1.1.2 References to regular faculty in this collective agreement include regular full-time and regular part-time faculty unless either is specifically excepted.

4.1.2 Temporary Pro Rata Faculty Member

A temporary pro rata faculty member is a faculty member with a contractual appointment of one year or less who either:

- a) teaches more than one section of a course or courses; or
- b) teaches one section of one course (including lab sections associated with that course) which requires more than normal preparation and grading time, course hours or which may involve an exceptional student number; or
- c) once a faculty member has achieved temporary pro rata status, all subsequent appointments will be processed as temporary pro rata unless there is a break in employment of ten (10) months or more;

or

if a workload planned in advance of the commencement of the academic year is comprised of more than two sections with work in both semesters, appointments for both semesters will be temporary pro rata.

4.1.3 Temporary Part-Time Faculty Member

A temporary part-time faculty member is a faculty member with a contractual appointment of one year or less, who:

- a) teaches one section of one course (including a lab section associated with that course);
- b) teaches more than one section of a course or courses which requires less than normal preparation and grading time, fewer course hours (e.g. many lab courses, reading classes, sport activity courses) or which may involve a limited student number.
- c) planned or unplanned continuous, one section per semester assignments will have temporary part-time status.

4.2 INSTRUCTIONAL AND NON-INSTRUCTIONAL EMPLOYEES

4.2.1 The primary responsibilities of the Instructor are to prepare and to teach courses and programs within his/her area of competence, and to tutor, advise and evaluate students.

4.2.2 Non-Instructional Faculty are those faculty members whose primary responsibility lies specifically in an area other than instruction. Included in this group are the Librarians, Counsellors and Technicians.

5. GRIEVANCE PROCEDURES AND ARBITRATION

5.3 GRIEVANCE PROCEDURES AND ARBITRATION

5.3.1 Grievance Procedures

Differences between the parties bound by this agreement concerning its interpretation, application, operation or any violation thereof, and any questions as to whether any matter is arbitrable shall, if possible, be resolved by informal discussions.

A grievance shall be initiated by way of informal discussion between the Chair of the Committee of Personnel Stewards, or designated representative of the Association, the grievor, the other University-College personnel involved, and the appropriate Dean, Director, or Campus Principal within sixty (60) working days of when the Association has knowledge of the occurrence of the event giving rise to the grievance.

5.3.2 If the dispute has not been resolved at the informal stage, the Association may, within twenty (20) working days of the informal meeting, initiate a formal grievance as follows:

Step 1 - The Chair of the Committee of Personnel Stewards shall provide the grievance in writing, including the proposed remedy, to the Director of Human Resources. The Chair of the Committee of Personnel Stewards shall meet with the Director of Human Resources and they shall endeavour to settle the grievance. The Director of Human Resources shall, within ten (10) working days of the meeting, respond in writing.

Step 2 - Failing a resolution at Step 1, the Chair of the Committee of Personnel Stewards may, within ten (10) working days, meet with the President or Vice President, as appropriate, who shall endeavour to settle the grievance. The President or Vice President shall have ten (10) working days to provide a written response. Within ten (10) days of receipt of the Vice President, Instruction's written response, the grievance will proceed to Step 3; however, either party may elect to move directly to Step 4.

Step 3 - Failing resolution at previous steps, the parties may, on a case by case basis, agree to refer the matter to a mutually agreed upon mediator.

If the grievance is not settled through mediation, at the request of both parties, the mediator shall provide the parties with an immediate oral opinion and the grounds for such opinion.

The grievance mediation process is without prejudice to either party. Associated expense will be equally shared by the parties.

Step 4 - If settlement is not reached within twenty (20) working days following grievance mediation, the matter may be referred to arbitration or, if Step 3 is omitted, within thirty (30) working days of the decision not to use Step 3.

The parties agree that the preference regarding arbitration is that the case be heard by a sole arbitrator. However, should either party determine that a particular case warrants it, they may opt for a three person arbitration board by communicating that decision, in writing, to the other party prior to agreement on a named sole arbitrator.

In order to ensure the effectiveness of the grievance procedure, the specified time limits may be extended by mutual consent.

5.6 POWER OF ARBITRATOR

5.6.1 The decision of the Board of Arbitration shall be binding upon the parties, but in no event shall the Board of Arbitration have the power to alter, modify or amend this Agreement in any respect. The Board shall have the power to determine whether the grievance is arbitrable.

5.6.2 The Board of Arbitration has the same powers, follows the same procedures and has the same authority as an arbitration board under Part 8 of the Labour Code (1992). The Board of Arbitration shall give full opportunity to all parties to present evidence and make representation to it. The Board of Arbitration shall commence its proceedings within ten days, or sooner, after the Chair is appointed. It

shall render a decision in writing to the parties involved within ten days from the time a Chair is appointed. The decision of a majority shall be the decision of the Board of Arbitration.

6. SENIORITY, PROMOTIONS, HIRING AND LAYOFFS

6.1 PROBATIONARY EMPLOYEES

6.1.1 First Regular Faculty Appointments

Initial appointments for all regular faculty are for a probationary period of one year.

6.1.2 During the first semester, Dean of Instruction shall confer with each instructor on a one-year contract, and the appropriate Administrator with each non-instructional faculty member, to discuss the faculty member's professional performance. Satisfaction or dissatisfaction with the faculty member's work, based on any available results of preliminary instructional evaluations, shall be expressed at this meeting. If the Dean expresses dissatisfaction with performance, there must be several meetings with the faculty member, which are designed to aid him/her, to inform him/her of his/her progress, and to make known to him/her any dissatisfaction with his/her professional performance which exists. In such cases, the faculty member may invite a union representative to attend these meetings.

6.1.3 The conference specified in Article 6.1.2 shall take place within the first six (6) months of employment for non-instructional faculty members on a one-year contract. The conference shall occur between the appropriate Dean of Instruction (see Article 7.4.2) and the non-instructional faculty member.

6.2 CALCULATION OF REGULAR SENIORITY

6.2.1 The means of establishing seniority within the bargaining unit, as defined in Article 2.1 of this agreement, shall be:

"Seniority is defined as full-time years of continuous University-College service within the bargaining unit, inclusive of approved leaves or exchanges. Any regular faculty member whose continuous University-College service included pro rata or temporary status shall have this time calculated on a cumulative basis (e.g. 2 years at half-time = 1 year at full-time)." (It should be noted that in lay-off considerations discussed in Article 6.6, seniority shall override contract

renewal dates.)

- 6.2.1.1 Seniority cannot predate August 1, 1969.
- 6.2.2 Full-time appointments of 10, 11 and 12 months shall be considered equal and equivalent to one full unit of seniority credit.
- 6.2.3 When a faculty member is given a regular contract after serving at Malaspina on a temporary full-time or pro rata contract in successive semesters with the regular contract, the time served under the temporary contract shall be counted towards the faculty member's seniority as described in Article 6.2.1 of the contract and appended statements.
- 6.2.4 Seniority shall be represented as credits such that one credit equals one year of full-time service. No faculty member shall accumulate more than one credit in one year. Partial credit (without limitation of size of fraction) shall be given in those cases where leaves or appointments other than a 10, 11 or 12 month full-time appointment have occurred. The date of original appointment continuous with the current appointment shall be printed with the seniority credits.
- 6.2.5 Assignment to Seniority Group

The terms of the original appointment of any Association member shall include assignment to one particular seniority group. No faculty member shall be listed within more than one seniority group.
- 6.2.6 Assignment of existing faculty to a seniority group will be in accordance with the major instructional or non-instructional regular assignment over the past two (2) years, excluding temporary secondments. Faculty members with ongoing appointments in more than one seniority group will accumulate seniority equivalent to their full appointment in each of the seniority groups to which they are appointed. This shall be determined by November 30th of each year. A copy of the list shall be forwarded to the Chief Personnel Steward of the Association, and a further copy distributed to each instructional and non-instructional group. All new faculty appointments, courses, programs or services will be assigned to a seniority group at the time of appointment or implementation.
- 6.2.7 Time spent on professional development assisted and unassisted leaves (as approved as professional development by the appropriate authority

when the leave was determined to be P.D. Leave) or exchanges shall be calculated towards seniority with full credit. Sick leaves and maternity and parental leaves shall be calculated towards seniority with full credit up to fifteen (15) months maximum.

6.2.8 The seniority groups currently agreed upon are:

Access Services
Accounting & Law
Anthropology
Art
BA Degree Advisor
Biology
Chemistry
Child & Youth Care
Classics, Philosophy & Religious Studies
Collaborative Nursing
Community Support Worker
Computer Support
Computing Science
Continuing Health Care Administration
Co-operative Education
Counselling
Creative Writing
Criminology
Early Childhood Education and Care
Economics
Education
Educational Advisor
Educational Counselling
English
Finance
First Nations Elder
First Nations Student Support
First Nations Studies
First Nations Studies Program Manager
Fisheries & Aquaculture
Forestry
French
Geography
Geology
History
Horticulture

Hospitality Management
Human Resource Management
International Education Student Advisor
Japanese
Liberal Studies
Library
Management
Marketing
Mathematics
Media Services
Music
New Enterprise Management
Physical Education
Physics
Political Science
Psychology
Quantitative Methods
Recreation Administration
RMOT
Social Service Worker
Sociology
Spanish
Theatre
Tourism
Women's Studies

- 6.2.8.1 Additions, deletions, or changes may be made to the agreed upon list of seniority groups by mutual agreement of the parties to this agreement.
- 6.2.9 The Seniority list for Article 6.2.5 shall be published yearly by November 30. Copies of the seniority lists shall be sent to the Deans of Instruction and the Association's President and Chief Personnel Steward of the Association on or before the respective deadlines. Appeals of placement on these lists can be made through the Committee of Personnel Stewards of the Association within ninety days of circulation. Disputes shall be resolved by a joint committee consisting of the Chief Personnel Steward of the Association, President of the Association, the appropriate senior administrator and the Director of Human Resources.
- 6.2.10 A flagging mechanism shall be employed to indicate any faculty member who has seniority accumulation different from the difference between the faculty member's date of original appointment and the date

of the seniority lists.

6.3 JOB POSTINGS AND VACANCIES

The University-College shall provide, to the Association, a copy of all job postings and of all appointment forms at the time they are processed in Human Resources.

6.4 HIRING PROCEDURES

6.4.1 Recruitment of Faculty

6.4.1.1 References to Vice President in this article shall include the Vice President(s) of Instruction and, where appropriate, the Vice President of Administration/Bursar.

6.4.1.2 "The appropriate senior administrator(s)" shall refer to the Dean(s), or Director(s), or Regional Campus Principal(s) who take(s) the responsibility designated in Article 6.4.1.4.

6.4.1.3 Should there be any substantial changes in a posted or advertised position in the terms or length of appointment prior to the position being offered an applicant, the position shall be re-posted and re-advertised. Such changes do not include changing the position from permanent to temporary.

6.4.1.4 All applications for instructional and non-instructional positions shall be indexed by the Director of Human Resources. Files of applicants shall be maintained in the office of the Director of Human Resources and shall be made available to the appropriate senior administrator(s) and Coordinator(s), subject to the maintenance of strict confidentiality.

6.4.1.5 The appropriate senior administrator(s) shall be responsible, in cooperation with a Selection Committee consisting of her/himself, the appropriate Coordinator(s) and faculty members from the appropriate department(s) or service group(s), for developing procedures to screen applicants, preparing a short list of applicants, conducting interviews, and making recommendations of candidates for each position.

Requirement for a Selection Committee may be waived with the mutual agreement of the appropriate senior administrator(s), the appropriate Vice President and the appropriate department(s) or service group(s).

If the position to be filled is a regular one, a faculty member from outside the department(s) or service group(s) under consideration (preferably from outside the area(s) of responsibility of the senior administrator(s) concerned) shall be included in the process described in Article 6.4.1.4.

- 6.4.1.6 The Chair of the Selection Committee shall advise the appropriate member of the Executive of the short-listed candidates for a regular position. Candidates on the short list are then invited to the campus by the Chair of the Selection Committee.
- 6.4.1.7 The Chair of the Selection Committee or designate, with due regard to confidentiality, shall coordinate visits to the University-College by the short-listed candidates for a regular position. The Chair shall attempt to ensure the appropriate member of the Executive and other relevant individuals and groups in the University-College have the opportunity to meet the candidate and to express to the Chair their views on each candidate. The Chair shall ensure a record is maintained of any such information presented and that record shall for part of the documentation for the selection process.
- 6.4.1.8 The Chair of the Selection Committee, in co-operation with the Selection Committee, shall make recommendations to the Vice President for a regular appointment, and the Vice President, if he/she approves, shall recommend to the President that the formal offer of appointment be made. Dissenting views shall accompany recommendations of the appropriate senior administrator(s) and Vice President.
- 6.4.1.9 The procedure for the initial placement of a new faculty member on the salary schedule is described in Article 11.4.
- 6.4.1.10 In the recruitment of temporary faculty, the responsibilities identified for the Vice President may be carried out by the appropriate senior administrator(s).
- 6.4.2 Selection of University-College Administrators
- 6.4.2.1 Appointments of the Vice Presidents of Instruction, Deans of Instruction, Directors and Campus Principals shall be made according to the College and Institute Act. It is recognized however that such persons should be appointed only after wide consultation within the

University-College community. Therefore in order to assist the University-College Board in the selection of a Vice President a Selection Committee which shall include faculty representation shall be constituted. These faculty representatives shall be selected by the faculty.

6.4.2.2 Dean Selection

By agreement of the Executive and faculty in the area, Dean selection may be internal or external.

6.4.2.2.1 Dean Selection Committee

The selection of Dean shall follow the following steps:

- a) The coordinators of the departments in the area shall meet to determine the structure of the Dean Selection Committee subject to the following constraints:
 - i) the faculty representatives shall be selected by and from faculty (for the purposes of this subsection the term faculty refers both to faculty governed by this collective agreement and faculty governed by the B.C.G.E.U. collective agreement).
 - ii) there shall be at least 6 faculty representatives with at most two from a single department. Non-regular faculty with two FTE years of service are eligible to serve on the Selection Committee and, at most, one of the faculty representatives may be non-regular.
 - iii) the Vice President, Instruction shall be a member of the Committee.
 - iv) one member of the Selection Committee shall be a C.U.P.E. support member selected by the C.U.P.E. support staff in the area.
 - v) there shall be two other members of the Selection Committee that are not members of the area, one of which shall be a Dean and the other shall be a faculty member; these two members shall be chosen by the other members of the Selection Committee.

- vi) the Selection Committee shall choose its chair.
- b) The Selection Committee shall develop criteria, based on the approved position profile, for the selection of the Dean and shall establish processes to ensure that all faculty in the decanal area have an opportunity to provide input to the Selection Committee.
- c) The Selection Committee shall interview short-listed candidates for the position of Dean and shall make a recommendation to the President for the appointment of the new Dean.

6.4.2.2.2 Appointment of Dean from existing regular faculty

- a) The appointment of a Dean selected from existing regular faculty shall be for an initial term of 3 years. Subject to mutual agreement of the Executive and the Dean, an extension of up to three years is possible providing that 60 percent of regular faculty in the decanal area vote to extend the term.
- b) A faculty member from the area may be selected as Dean and shall have the right to return to her/his original position as a faculty member at the end of her/his term.
- c) A faculty member will accrue full MFA seniority rights for the time served as Dean, and the time served as Dean shall be deemed to be an approved unassisted P.D. leave.

6.4.2.3 Selection and appointment of the University-College President is the duty and responsibility of the University-College Board. It is recognized however that the President should be appointed only after wide consultation within (and perhaps outside) the University-College community. Therefore in order to assist the University-College Board in this task a Search Committee which shall include faculty representation shall be constituted. These faculty representatives shall be selected by the faculty.

6.4.2.4 Additional staff, student, or community representatives, up to a number equalling the number of Association members on the Search Committee for the President may also be invited by the Committee, as constituted in Article 6.4.2.2, to serve as voting members of the Committee.

6.4.2.5 It shall be the responsibility of the Search Committee to recommend a

short list to the University-College Board or President for appointment to the office in respect to which it is struck.

6.5 TRANSFERS

6.5.1 Internal Transfer

6.5.1.1 “Internal Transfer” means transfer either to an excluded position or to a position within another bargaining unit at the University-College.

6.5.1.2 Faculty members may accept internal transfer and shall accrue seniority for a maximum of three consecutive years.

6.5.1.3 Upon completion of the internal transfer, faculty shall return to full status within the Association for a period of one year or the length of assignment, whichever is less, before accepting another internal transfer.

6.5.1.4 Faculty who continue on internal transfer for a period greater than three consecutive years shall lose all seniority credits within the Association Bargaining Unit.

6.5.1.5 Leave From Original Assignment

The University-College shall not use reassignments for the purpose of attempting to circumvent its obligation under the Collective Agreement.

6.5.2 In the case where a faculty member works within more than one seniority group he or she shall be considered to be on loan from that seniority group consistent with the member's original appointment and he or she shall revert back to that group when the assignment in the other unit he or she is filling is terminated.

6.5.3 Home Campus

Within this agreement home campus shall refer to the campus at which a regular faculty member was originally appointed to undertake the majority of his/her designated duties. A regular faculty member may have his/her home campus changed only on the consent of that faculty member and agreement of the appropriate Senior Administrator. The Chief Personnel Steward of the Association shall be informed of any transfer of home campus prior to that transfer. Compensation for

transfer of home campus shall be as stated in Article 6.5.4.

6.5.4 Transfer Expenses

Employer initiated transfer to a campus other than the one which a faculty member was originally assigned shall be assisted by the University-College in the form of, but not limited to, moving expenses which shall include the cost of moving and insuring the move of household furniture and personal effects to a maximum of \$2,500.00.

6.6 LAY OFF

6.6.1 Reasons For Lay Off

6.6.1.1 Elimination of regular positions by the University-College for budgetary reasons, for reasons of demonstrable and substantial declining enrolment over a sustained period, and for reasons of a demonstrable need for program or service reduction, including the non-viability of non-teaching positions as a result of the preceding, will be carried out in accordance with this section.

6.6.1.2 This section does not include the elimination of regular faculty members through suspension, leave of absence, exchanges, resignations or those circumstances covered under Articles 7 and 8.

6.6.2 Application

All faculty, whether or not they are on leave, shall be subject to the conditions of this section.

6.6.3 Definitions

The following definitions apply throughout Article 6.6:

6.6.3.1 "Lay off" refers to the loss of the employment specified in a faculty member's regular contract.

6.6.3.2 "Seniority" is defined in Article 6.2.1 of this agreement.

6.6.3.3 "Bumping" is defined as the displacement of a faculty member in another department, program or service area, by a member with more seniority within the Association bargaining unit.

6.6.4 Seniority Principle and Seniority Groups

It is recognized that the principle of seniority shall govern the application of this Article.

6.6.4.1 It is recognized that the selection of faculty members to be laid off within one of the groups identified in Article 6.2.8 shall be in reverse order of seniority subject to the senior employee(s) having the qualifications to perform the remaining work available within the group following the effective date of lay off.

6.6.4.2 Notwithstanding the above, no faculty member employed by the University-College as at May 1, 1993 who has at least fifteen years of seniority will be laid off if there are junior faculty members remaining in the group to which the faculty member is assigned.

6.6.4.3 Faculty with more than 15 years of seniority, as of May 1, 1993, will not be laid off except in cases where a particular program is cancelled by the government or there is a demonstrable and substantial declining enrolment over a sustained period, or in a non-instructional area where there is no longer a demonstrable need for the service.

6.6.5 University-College Responsibilities

6.6.5.1 It is recognized that the University-College has a responsibility to explore all alternative ways of preventing the lay off of regular faculty members.

6.6.5.2 It is further recognized that the University-College must have bona fide reasons for the lay off of regular faculty members.

6.6.5.3 The University-College shall not prepare budgets in such a way that any faculty position or alternative position is financially unsupportable for the purpose of bypassing the steps outlined in Article 7.9 and 8.2.1.

6.6.6 Lay Off Process & Responsibility for Notice

6.6.6.1 When the lay off of faculty members appears to be necessary, the following process shall be followed during the academic year in which the lay off may occur:

6.6.6.1.1 A general notice of the possibility of lay offs which impact Association members shall be given to the Association by the President of the

University-College as early as possible.

- 6.6.6.1.2 Prior to the lay off of any faculty member the University-College shall offer early retirement (to a minimum of three (3) in any contract year and provided such retirements would provide work for which faculty members in question are qualified) to eligible faculty in relevant seniority groups, and eliminate all temporary contracts in the seniority group where a lay off is proposed. Should any such offers be accepted, and the number of acceptances matches or exceeds the University-College's obligation for early retirements as per Article 15.2, then this latter obligation will be deemed to have been fulfilled.
- 6.6.6.1.3 A minimum of twenty (20) working days prior to formal notice being given to a faculty member the Administration shall provide a written outline of the reasons for the proposed lay off to the faculty member and to the Chief Personnel Steward of the Association.
- 6.6.6.1.4 All alternatives to the lay off of the faculty member involved shall be explored at this time by both the University-College and the Association. The Chief Personnel Steward of the Association shall be provided with all data and material relied upon by the University-College in arriving at this decision. The Association can, within the twenty (20) working day period, make a presentation to the University-College, outlining alternatives to the lay off of the faculty member.
- 6.6.6.1.5 The implementation of any of the alternatives identified above must be agreed to by:
- a) The Faculty Member;
 - b) The Chief Personnel Steward of the Association;
 - c) An appropriate senior administrator.
- The University-College shall not unreasonably deny any viable alternative.
- 6.6.6.1.6 When the University-College has determined that none of the alternatives which are described in Article 6.6.6.1.4 is suitable, a faculty member being terminated from his/her position shall be given formal written notice of the lay off at least four (4) months prior to the effective date of lay off being served.
- 6.6.6.2 When lay off for reasons of demonstrable and substantial declining

enrolment is contemplated, the University-College shall notify the Association and the Faculty member involved by a minimum of six (6) months prior to formal notice of lay off.

6.6.6.3 When written notice is given to the faculty member, the University-College shall provide the reasons for lay off and inform the faculty member of his/her rights as outlined in these Articles.

6.6.7 Bumping (Displacing) of Less Senior Faculty Members

6.6.7.1 A faculty member who has been given notice of lay off shall be eligible to bump across the bargaining unit if:

- a) The faculty member has the current qualifications for the position in question. The qualifications of the faculty member shall be assessed by a hiring committee as outlined in Article 6.4.1.5. This committee shall be responsible for the assessment of whether the faculty member has the qualifications normally required to work in that department or service area.

If a faculty member is found to generally meet the qualifications but lacks currency in the field or specific course work in a required specialty area, the faculty member will file a one year plan to attain currency or course work. If this plan is approved by the hiring committee and the faculty member has had three (3) years or more of full-time service with the University-College, she or he shall receive an assisted leave in accordance with the provisions of Articles 12.3.1(c) and 12.4; and

- b) There is a faculty member with less seniority in the position.

6.6.7.2 A faculty member who is eligible and elects to bump into another position shall:

- a) make that decision within twenty (20) working days of receipt of formal notice of lay off; and
- b) bump the least senior member of the seniority group in a position for which they are qualified.

6.6.7.3 A faculty member who is displaced by the operation of Articles 6.6.7.1 and 6.6.7.2 shall have:

- a) twenty (20) working days to exercise his/her rights under Articles 6.6.7.1 and 6.6.7.2; and
- b) written notice of lay off if the faculty member is unable or chooses not to exercise his/her rights under Article 6.6.7.1. Length of notice shall be as outlined in Article 6.6.6.1.6; and
- c) eligibility for all provisions accorded laid off faculty (Articles 6.6.7 through 6.13).

6.6.8 Employee Records of Laid Off Faculty Members

The records of all faculty members laid off hereunder, and all references supplied by the University-College or requested by outside agencies, will clearly state that the lay off in no way reflects upon the performance of the person in question.

6.6.9 Expiry of Rights

A faculty member who is laid off under this section and is rehired by the University-College subsequent to the expiry of a retraining leave and/or the recall period shall be treated as a new employee for all purposes.

6.7 SEVERANCE PAY

Upon lay off, the faculty member shall receive severance pay of one month's salary for each year of service at the University-College, with a minimum of two (2) months salary to a maximum of ten (10) months, plus earned vacation pay accrued to the date of lay off. Years of service shall be defined as equal to the faculty member's seniority.

6.10 SENIORITY RETAINED

Should a faculty member be transferred on an ongoing basis into a position under another seniority group within the bargaining unit, all the seniority credits accumulated during the previous years under the same or other seniority groups within this bargaining unit shall all be transferred at the time the member accepts the transfer. Transfer shall not be used to circumvent the layoff provisions of Article 6.6.

6.11 RECALL

- 6.11.1 Any faculty member who has been laid off will have right of recall to a regular position for which he/she is qualified. The right of recall shall extend for twenty-four (24) months from the date of lay off. The obligation for notice of recall shall be by registered mail to the last provided address, with a twenty working day waiting period from the date of mailing.
- 6.11.2 Any faculty member who accepts a recall to a regular position under this section will resume their employment with no loss in seniority. Any future eligibility for severance under this Article will be calculated from the date employment resumed.
- 6.11.3 Within a seniority group in which there has been a lay off of a regular faculty member, the University-College shall not employ temporary faculty members for the subsequent two (2) years unless all faculty members laid off from that group have been offered such temporary work. Acceptance of such temporary work will not change the period of recall.
- 6.11.4 A faculty member who has been laid off and who, during their recall period, receives a temporary assignment, shall be appointed on a pro rata basis.

That faculty member shall have the right of first refusal for any temporary work for which s/he is qualified within his/her department, up to the level of his/her regular workload prior to lay off, before any part-time regular or temporary faculty member in that department exercises the right of refusal for the available temporary work.

At the end of the recall period all regular and temporary seniority shall be converted to temporary seniority.

6.13 RETRAINING

- 6.13.1 Faculty who have been laid off pursuant to this Article may elect to retrain, subject to mutual agreement as in Article 6.6.6. If a retraining plan is agreed to in accordance with the above, the faculty member shall receive that amount equivalent to the combined severance and

vacation pay entitlement, allocated in such a manner as to provide a payment plan during the retraining period. The total of such payment shall not exceed the amount of the combined severance and vacation pay the faculty member would be entitled to under Article 6.7. Continuation of health and welfare benefits shall be subject to:

- a) the faculty member meeting the eligibility requirements of existing contracts with insurance carriers; and
- b) the faculty member prepaying by way of post-dated cheques to the University-College the total cost of such benefits.

6.13.2 The maximum period of leave for retraining shall be two (2) years except where the retraining programs involves a Ph.D. program in which the maximum period of such leave shall be three (3) years

6.13.3 During the academic year following the completion of the leave, the University-College will agree to appoint the faculty member to any vacancy for which she/he becomes qualified. Where more than one faculty member becomes qualified for a vacancy as a result of retraining, priority for such vacancies will be on the basis of seniority. Retrained faculty will also be able to displace regular faculty with less than three (3) years seniority from established regular positions for which she/he becomes qualified.

6.13.4 Faculty members who are reinstated as a result of retraining will resume their employment on a regular basis, with no loss in seniority. Any future notice or severance under this Article will be calculated from the date regular employment resumed.

7. EVALUATION

7.1 PURPOSE OF EVALUATION

The intent of these procedures is to maintain excellence of instruction at the University-College, to provide the means whereby less than satisfactory professional performance can be recognized and remedied, and to safeguard against arbitrariness in decisions affecting faculty members' contracts.

7.3 TIMING OF EVALUATION

7.3.1 Routine Ongoing Evaluation

7.3.1.1 Instruction

Evaluation of instruction shall be carried out on a routine basis in each instructional program group, according to the methods favoured by each program group. It is expected that each Dean of Instruction should provide encouragement and make suggestions about frequency and methods, and that all instructors shall carry on some form of evaluation of their instruction on a continuing basis. These evaluation programs may include any or all of the following procedures:

- a) Questionnaires filled out by students on forms prepared by or chosen by the instructor.
- b) Written evaluations by colleagues.
- c) Self-evaluation and observation techniques initiated by the instructor.

7.3.1.2 Non-Instruction

Evaluation of non-instructional faculty shall be carried out on a routine basis according to the methods favoured by each program group or area. It is expected that this continuing evaluation shall be coordinated by the appropriate administrator for that area and that the non-instructional faculty member shall carry on some form of self-evaluation on a continuing basis. These evaluation programs may

include any of the procedures listed in Article 7.3.1.1 and any other procedures mutually agreed upon within the area.

Interviews with students, clients, and colleagues, and the relevant supervisors' assessments, shall, in the absence of agreement otherwise with the non-instructional faculty, constitute the basis of the evaluation process.

Non-instructional faculty may have a colleague of his/her choice present at the interview.

7.3.2 Formal Periodic Evaluation

7.3.2.1 The Dean of Instruction (see Article 7.4.2) shall carry out evaluation procedures in the following instances:

- a) for each regular faculty member whose contract is due for renewal.
- b) for each temporary faculty member whose last evaluation, if any, was satisfactory:
 - i) once during the first single contract having a duration of up to one year;
 - ii) once during the first year of employment in which there are two or more contracts having a total duration of up to one year for the same type of assignment in the same department; if the type of assignment or the department changes during the year, then an evaluation may be conducted after each change if mutually agreed by the Dean and faculty member involved.
 - iii) once during the second year of employment.
 - iv) provided that there are no breaks in employment of more than one year, once every third year after the second year of employment. If the break in employment is longer than one year, then an evaluation shall be conducted in either the first or second year after the break.
- c) for each faculty member for whom significant evidence of

professional problems has arisen.

d) for each faculty member who requests such evaluation.

7.3.2.2 The evaluation of all non-instructional faculty on a one-year contract shall be completed by the end of the sixth (6th) month of employment. The results of the evaluation shall be communicated to the faculty member.

7.3.2.3 Prior to the commencement of the evaluation, the Dean of Instruction (see Article 7.4.2) shall fully consult with those to be evaluated to determine if the procedure in the approved evaluation package is satisfactory, and if not, to seek out an alternative mutually agreeable method of evaluation.

7.4 EVALUATION PROCESS

7.4.1 Evaluation of the professional performance of faculty members shall be carried out through the use of procedures which are agreed to by the Committee of Personnel Stewards of the Association and the appropriate Dean or Director for Instructional positions and Dean, Director or Campus Principal for Non-Instructional positions.

7.4.2 In Article 7, "Vice President" shall refer to the Vice President, Instruction.

7.4.3 While evaluation of teaching will be the first consideration in the evaluation of instructional faculty, evidence of ongoing professional development and contribution to the institution, department or community, as well as the faculty member's field, are also important considerations in assessing a faculty member's overall performance.

7.4.3.1 Aspects of a faculty member's professional contribution other than teaching will be taken into account by Deans in writing their summary assessment of the faculty member's overall performance: professional activity, departmental/institutional service, community service. In the year when a faculty member is scheduled to have a formal periodic evaluation, the Dean will be provided with an updated curriculum vitae detailing the member's activities in the above areas.

7.4.3.2 In any evaluation of instructional faculty for summative purposes,

assessment of teaching effectiveness is of primary importance and will be given a weighting of 70 percent. The assessment of teaching quality will be primarily by student evaluation. Decanal areas, by agreement between the Dean and the Faculty, can use additional means of evaluating teaching to supplement student evaluation; i.e. class observation, self-evaluation, and develop methods to evaluate the other factors outlined in Article 7.4.3.1. Revisions to evaluation procedures in Decanal areas will be provided to the MFA for agreement before implementation.

- 7.4.3.3 Formal, periodic evaluation of instructional faculty will be carried out using the standard instrument. Any revisions to the standard instrument will be provided to the MFA for agreement before implementation. Scheduling of class evaluations is determined by agreement between a faculty member and the Dean.
- 7.4.3.4 The prescribed instrument used for student evaluations shall be a machine scoreable questionnaire including space for written comments.
- 7.4.3.5 Whenever possible, student evaluations should be conducted in three classes during a formal evaluation. If a student evaluation indicates a need for clarification, a Dean may elect to conduct a follow-up interview with the class or classes, to each of which the faculty member may send an observer.
- 7.4.3.6 When the Dean indicates in a faculty member's summary statement that their overall performance is satisfactory, the faculty member's contract will be renewed according to the provisions of Article 9.1 of the Collective Agreement.
- 7.4.3.7 If a Dean identifies concerns about a faculty member's overall performance, the Dean may invoke the terms of Article 7.9 or may indicate that the faculty member will be required and assisted to address the areas identified in the evaluation as requiring improvement by a development program specifically designed for the member. This program, as well as the timetable for implementing it, will be determined through a meeting between the faculty member and the Dean. The faculty member may elect to invite an MFA shop steward and a colleague chosen by agreement between the faculty member and the Dean. In such cases, the Dean will Chair the meeting. At this meeting the Dean will determine the time of a follow-up evaluation to determine whether the faculty member has been successful in addressing the areas identified as requiring improvement.

- 7.4.4 Normally evaluations of non-instructional faculty shall be conducted by the relevant Dean of Instruction.

The Dean of Instruction (see Article 7.4.1) shall fully consult with those to be evaluated to seek out a mutually agreeable method of evaluation.

7.5 EVALUATION RESULTS

All evaluation results shall be made available only to the Dean of Instruction, Vice President, President, Human Resources and the faculty member involved. Any other distribution of results must be agreed to by the faculty member, unless the results of the evaluation are in dispute, in which case the results shall be shown to the University-College Board. The results shall form part of the personnel file. In response to an adverse performance evaluation, a faculty member shall be entitled to prepare a statement and include it in his/her personnel file.

7.9 PROCEDURES IN CASES OF NON-RENEWAL OF CONTRACT FOR UNSATISFACTORY PERFORMANCE

- 7.9.1 To protect the interests and rights of all parties involved in the following procedures, written records and minutes of all meetings, conferences, understandings, agreements, and actions, signed by all parties involved, shall be kept. Within one week of recording, copies of all reports shall be given to the faculty member who is the subject of these reports. Said reports shall advise the faculty member of his/her contractual privilege to seek the assistance of the Association as specified in Articles 7.9.2.2 and 7.9.2.3.

7.9.2 Non-Renewal of a One-Year Appointment

- 7.9.2.1 By December 15, the Dean of Instruction (see Article 7.4.2) shall confer with any faculty member whose contract renewal is in doubt, and shall give written notice to the faculty member that his/her contract may not be renewed because of unsatisfactory performance. The Dean of Instruction (see Article 7.4.2) may also suggest mutually agreeable evaluation procedures, such as those listed in Article 7.3.1.1 above. In this and all succeeding conferences, the faculty member shall be invited to comment on the reasons given, or offer evidence to indicate why

his/her contract should be renewed or an additional contract offered. The Dean of Instruction (see Article 7.4.2) shall advise the faculty member that, immediately following their conference, he/she shall give written notice of the Faculty member's status (i.e., that the renewal of his/her contract is in doubt) to the Chief Personnel Steward of the Association, unless the Faculty member specifically requests that such written notice not be given. Further reference to the Association's Chief Personnel Steward in the following procedures are contingent upon such written notice being given.

- 7.9.2.2 The conference and procedures outlined in Article 7.9.2.1 shall occur prior to the end of the sixth (6th) month of employment for non-instructional faculty.
- 7.9.2.3 To any and all further conferences the faculty member shall have the option of inviting a representative of the Association.
- 7.9.2.4 At any time following the notification of the Chief Personnel Steward of the Association that the renewal of a faculty member's contract is in doubt, that faculty member may request the Committee of Personnel Stewards of the Association or its designees to evaluate, and/or suggest ways of improving, his/her performance.
- 7.9.2.5 During the month of January (instructional faculty), or during the seventh (7th) month of employment (non-instructional faculty), at least two additional conferences shall be held between the Dean of Instruction (see Article 7.4.2), and each faculty member who has received written notice under Article 7.9.2.1 that the renewal of his/her contract is in doubt.
- 7.9.2.6 Before the end of January (instructional faculty) or before the end of the seventh (7th) month of employment (non-instructional faculty), the Dean of Instruction (see Article 7.4.2) shall confer with the Chief Personnel Steward of the Association as to the progress of the faculty member in question. If this group finds the results of the re-evaluations of the faculty member to be satisfactory, he or she shall be so informed.
- 7.9.2.7 On or before February 1 (instructional faculty); or on or before the 1st day of the eighth (8th) month of employment (non-instructional), the Dean of Instruction (see Article 7.4.2), and the Chief Personnel Steward of the Association shall submit their recommendations regarding contract renewal to the Vice President of Instruction, outlining in

writing the relevant reasons if non-renewal is recommended. Copies of all recommendations shall be sent to the faculty member to enable him or her to rebut any adverse statements to the Vice President before the Vice President makes his/her recommendation to the President.

7.9.2.8 Between February 1 and February 14 (instructional faculty) or between the 1st and 14th day of the eighth (8th) month of employment (non-instructional faculty), and after due consideration, the Vice President shall make his/her recommendation to the President. Normally, he or she shall have three options open to him or her:

- a) That the faculty member's performance has been satisfactory in all important respects, so that he/she can be offered a further appointment according to the normal progression of contract offers (see Article 9.1).
- b) That the faculty member's performance has been satisfactory in some areas but needs improvement in others, so that he/she can be offered another one-year contract with a statement of conditions that must be met for further renewal to be considered.
- c) That the faculty member's performance has been so unsatisfactory that his/her contract cannot be renewed.

7.9.2.9 If the Vice President decides to exercise option (1), he/she shall send a letter of reappointment to the faculty member on or before March 30 (instructional faculty) or the last day of the ninth (9th) month (non-instructional faculty).

7.9.2.10 In the event of contract renewal for a second one-year appointment, the Vice President shall send the faculty member, on or before February 15 (instructional faculty) or by the 15th day of the eighth (8th) month (non-instructional faculty), a notice of contract renewal which clearly states the reasons for the offer of a second one-year appointment. These reasons shall be either (1) a lack of prior relevant experience of the faculty member (Article 9.1.1), (2) failure to complete appropriate educational qualifications, (3) unsatisfactory performance during his/her first contract year. In the last case, a detailed account of the reasons for dissatisfaction, and the actions which should be taken by the faculty member in the coming year, shall be included in the re-appointment notice.

7.9.2.11 In the event of non-renewal of the faculty member's contract, a letter to

this effect shall be sent to the faculty member on or before February 15 (instructional faculty) or on or before the 15th day of the eighth (8th) month (non-instructional faculty).

- 7.9.2.12 If the Vice President decides to exercise either option (2) or option (3) of Article 7.9.2.8, then the President, Vice President, Dean of Instruction and the Chief Personnel Steward of the Association shall meet with the faculty member. At this meeting the Vice President shall either explain to the faculty member the written conditions attached to the offer of a further one-year contract, or inform him/her that his/her contract shall not be renewed.
- 7.9.2.13 For a faculty member on a second one-year appointment because of unsatisfactory service in the first year, it can be expected that the Vice President would recommend option (2) of Article 7.9.2.8 only in very exceptional circumstances.
- 7.9.2.14 Within thirty days of receiving notice of termination the faculty member may appeal the decision, by letter, to the Chair of the Malaspina University-College Board. Copies of this letter, in which are stated the grounds for appeal, shall be sent to the President, Vice President and the Chief Personnel Steward of the Association, The Board, or a committee of its members, shall request and consider submissions from the President, Vice President, the Dean of Instruction, the faculty member, and the Association. After due consideration, the Board may decide either to accept or to reject the President's decision. If the Board accepts his/her decision, the termination of the faculty member's contract shall be effective at the date originally named by the President. If the Board rejects the President's decision, the Faculty member shall be offered a further contract. The decision of the Board shall be final in all cases.
- 7.9.3 Non-Renewal of Two-Year and Five-Year Appointments
- 7.9.3.1 The procedure for non-renewal of extended contracts during the last year of such contracts shall be the same as for Article 7.9.2, except as noted in Articles 7.9.3.2 through 7.9.3.4.
- 7.9.3.2 Since the continuous evaluation shall have been conducted for a longer time than for one-year appointees, the conferences between the Dean of Instruction (see Article 7.4.2) and the faculty member should take place well in advance of the dates indicated in Article 7.9.2. For instance, the conference between the Dean of Instruction (see Article 7.4.2) and the faculty member outlined in Article 7.9.2.1 should occur on or before October 15, the "additional conference" between the Dean of Instruction (see Article 7.4.2) and the faculty member noted in Article 7.9.2.5 shall take place at the end of the first semester, the conference

indicated in Article 7.9.2.6 shall occur at the beginning of January, and the reports indicated in Article 7.9.2.7 shall be submitted to the Vice President, with copies to the faculty member, on or before January 15.

7.9.3.3 If at any time during the procedure, it is ascertained that the faculty member's performance has improved to a satisfactory level, or has been satisfactory throughout, he/she shall be so informed, and the renewal of his/her contract shall no longer be in jeopardy. However, in the case of the possible non-renewal of his/her contract and upon receipt of his/her copies of the recommendations to the Vice President, the Dean of Instruction and the Chief Personnel Steward of the Association, faculty member has the option of requesting the Association to conduct an investigation. For the format of this committee see Article 7.9.4: "Investigating Committee".

7.9.3.4 The Association Investigating Committee shall submit a written report of its findings and its recommendation to the Vice President on or before February 5. The faculty member shall receive a copy of this report on this date.

7.9.3.5 Following the investigation and submission of the Investigating Committee's report, Articles 7.9.2.8 through 7.9.2.12, and 7.9.2.14 shall apply in full.

7.9.4 Investigating Committee

7.9.4.1 Request for Investigation

A faculty member who has a two-year or five-year appointment may request in writing that the Association conduct an investigation into the causes for the possible non-renewal of his/her contract. This request shall be presented within one week after receiving his/her copies of the recommendation to the Vice President from the Dean of Instruction and the Chief Personnel Steward of the Association.

7.9.4.2 Preparation of Statement of Cause

The Vice President shall state in writing all the facts known to him or her that may constitute cause for the non-renewal of contract. A copy of this statement shall be given to the faculty member.

7.9.4.3 Interim Consultative Proceedings

Between the time of the faculty member's request for an investigation and the investigation itself, there may be interim consultative proceedings arranged for by the Association and the Administration. Such proceedings are not mandatory, but provide an opportunity for a mutually satisfactory agreement between faculty member and the Administration to be reached. If no such agreement can be reached, the investigation shall proceed, unless the faculty member specifically requests that no further action be taken.

7.9.4.4 Investigating Committee

Within seven days after the faculty member's original request for the investigation, the committee to investigate the causes for possible non-renewal of contract shall be selected in the following manner: the Association shall select a group of eight faculty members; this group shall then choose, by random selection, five of its members to serve as the investigating committee. The faculty member is allowed a maximum of three peremptory challenges; challenged committee members shall then be replaced, by random selection, from among the remaining three members. In addition, the faculty member has the option of choosing a colleague from his/her program group to serve on the committee (a sixth member). The investigating committee shall select a Chair from among its members.

7.9.4.5 Conduct of the Investigation

7.9.4.5.1 In setting the date for the beginning of the investigation, the committee shall attempt to give as much time as possible to the faculty member for preparing his/her case, but the investigation can begin no later than January 25. Materials that the committee shall examine include at least the recommendations from the Dean of Instruction (see Article 7.4.2), and the Chief Personnel Steward of the Association; the statement of the facts that may become cause for non-renewal from the Vice President; and the faculty member's written statement of his/her case. The investigation shall remain private and confidential unless the faculty member, the Vice President, and the Committee Chair all agree to make it public.

7.9.4.5.2 At times made known to all concerned parties the committee shall hear oral testimony. Although the Vice President and other administrative personnel approved by the Committee Chair may attend these sessions, the conduct of these sessions shall be under the control of the Committee Chair. Minutes of these sessions shall be kept; further

methods of recording may be decided upon by the committee. At these sessions, the committee shall receive testimony of witnesses and other evidence concerning any disputed facts. No witness shall testify before the committee except in the presence of the faculty member, and no evidence shall be considered that is not made known to him/her in order to permit him/her to obtain answering testimony or evidence. All witnesses before the committee shall be subject to cross-examination. The committee may request oral or written summations from both sides of the dispute. When the committee is satisfied that all pertinent and available evidence has been received, and that such summations as it deems appropriate have been presented, it shall adjourn to consider the case, in camera.

7.9.4.6 Investigating Committee's Report

At the completion of the investigation, the Committee shall prepare and submit a report to the Vice President on or before February 5. (In consultation with the Committee Chair, the Vice President may accept a report at a later date if such an extension shall not affect his/her due consideration of the report.) The report shall include:

- a) an explicit statement of the committee's findings with reference to each of the points that may constitute cause for the non-renewal of contract;
- b) a recommendation to the Vice President that the Faculty member's appointment not be renewed; or, that it be renewed for one year with conditions stated for further appointments; or, that an appointment following the normal progression of contract offers be extended.

7.9.4.7 The faculty member shall receive copies of the minutes of the verbal testimony, the committee's findings, and the committee's recommendations.

8. PERSONNEL RECORDS, DISCIPLINE, SUSPENSION AND DISCHARGE

8.1 PERSONNEL FILE

During normal working hours, and in the presence of a Human Resources Office staff member, every faculty member has the right of access to his/her personnel file.

8.2 DISCIPLINE

8.2.1 Non-Renewal of Any Appointment in Exceptional Circumstances

8.2.1.1 If, through exceptional circumstances, time does not allow the implementation of the procedures outlined above (Articles 7.9.2 and 7.9.3), in any case of contract non-renewal, the Vice President must show evidence of the professional incompetence (as indicated in Articles 8.2.1.2 and 8.2.1.3) of the faculty member to the President and University-College Board and, if requested by the faculty member, to the executive of the Association. The University-College administration shall not use this exceptional circumstances clause to circumvent the implementation of the procedures of Articles 7.9.2 and 7.9.3 in cases where circumstances are such that these procedures could have been followed.

8.2.1.2 The employment of a faculty member may be terminated by the University-College only for cause. Professional incompetence constitutes cause.

8.2.1.3 Professional incompetence cannot be finally or decisively described in any statement of procedures. Each case must be assessed individually.

8.2.1.4 A faculty member whose appointment is not renewed according to the exceptional circumstances of Article 8.2.1.1 shall have recourse, if he/she chooses, to the Formal Hearing described in Articles 8.2.2.3.2 through 8.2.2.5.

8.2.2 Hearings and Appeals Procedure for Dismissal During Contract

8.2.2.1 Dismissal during contract is the most severe course of disciplinary action open to the President and should normally occur only after more positive and supportive disciplinary actions have failed. Alternate forms of such action could include private reprimand or other forms of censure within the University-College.

8.2.2.2 Initiation of Formal Proceedings

8.2.2.2.1 Preparation of Statement of Cause

The President shall, at the request of the faculty member, state in writing the facts believed to constitute cause for dismissal during contract. When this statement is prepared a copy shall be given to the faculty member. Said statement shall advise the faculty member of his/her contractual privilege to seek the assistance of the Association as specified in Articles 8.2.2.2.2 and 8.2.2.3.2.

8.2.2.2.2 Interim Consultative Proceedings

After this statement is presented to the faculty member concerned, there may be interim consultative proceedings arranged jointly by the Association and the Administration. Such proceedings are not mandatory. At the conclusion of such proceedings, the President shall determine if the case requires further investigation.

8.2.2.3 Formal Hearing

8.2.2.3.1 Faculty Member's Request for a Formal Hearing

Within ten days after the initial presentation of statement of cause, or, where interim proceedings occur, within ten days after the President determines that the alleged statement of cause is to be brought on for hearing, the faculty member whose dismissal is sought shall state in writing whether or not he/she desires a formal hearing on the statement of cause. This ten-day period may be extended by mutual consent of the President and the faculty member. If the faculty member elects not to ask for such a hearing, his/her employment shall be terminated. The faculty member must be advised in writing by the President of his/her rights to a formal hearing.

8.2.2.3.2 Hearing Committee

If the faculty member elects to ask for a formal hearing on the statement of cause, such a hearing shall be before a committee of five (or six) members to be selected in the following manner: The Association shall select a group of eight faculty members; this group shall then choose, by random selection, five of its members to serve as the hearing committee. The faculty member is allowed a maximum of three peremptory challenges; committee members challenged shall then be replaced, by random selection, from among the remaining three members. In addition, the faculty member has the option of choosing a colleague to serve on the Committee (a sixth member). The Committee shall be constituted within fifteen days after the faculty member's request for a hearing. The Hearing Committee shall select a Chair from among its members.

8.2.2.3.3 Conduct of Hearing

The Committee shall set a date for the Hearing, giving sufficient time to the faculty member to prepare his/her case. The faculty member and the administration shall have the option of assistance by counsel, both in preparing for and at the Hearing. Cost of counsel for the faculty member shall not be borne by the University-College Board. Not less than one week before the Hearing date, the faculty member shall file with the Hearing Committee a written statement of his/her case. The Committee shall review the charges and the faculty member's statement prior to the Hearing. The Committee, in consultation with the President and the faculty member, shall determine whether the Hearing shall be public or private. Although the President and other administrative personnel approved by the Committee Chair may attend, the conduct of the Hearing shall be under the control of the Committee Chair. Minutes of the Hearing shall be kept; further methods of recording the Hearing may be decided upon by the Committee. At the Hearing, the testimony of witnesses and other evidence concerning any disputed facts shall be received by the Committee. No witness shall testify before the Committee except in the presence of the faculty member, and no evidence shall be considered that is not made known to him/her and his/her counsel in sufficient time to permit him or her to obtain answering testimony or evidence. All witnesses before the committee shall be subject to cross-examination. At the conclusion of the testimony, the committee may permit each side to make an oral or written summation; if this privilege is extended to one side, it must be extended to both. When the committee is satisfied that all pertinent and

available evidence has been received, and that such summations as it deems appropriate have been presented, the Hearing shall be adjourned. The Committee shall then meet, in camera, to consider the case.

8.2.2.3.4 Committee's Report

Within ten days of the completion of the hearing the Committee shall prepare and submit a Report. The Report shall include:

- a) an explicit statement of the committee's findings with reference to each allegation in the statement of cause lodged against the faculty member; and,
- b) a recommendation to the President that the faculty member's employment either be terminated or continued.

This period of time may, in exceptional circumstances where there is cause, be extended by the Dean of Instruction.

8.2.2.3.5 The President and the faculty member shall receive copies of the minutes of the Hearing and the Hearing Committee's findings, and the Committee's recommendation.

8.2.2.4 Action by the President

Within ten days of receiving the Committee's Report the President shall make his/her decision. If the President concurs with the Committee's recommendation that the faculty member's employment be continued or does not accept the Committee's recommendation that employment shall be terminated, the faculty member shall continue his/her duties without prejudice. If the President concurs with the Committee's recommendation that the faculty member's employment shall be terminated or if the President does not accept the Committee's recommendation that employment shall be continued, the President shall notify the faculty member of the termination of his/her employment, such notification to be given within three (3) days of the President's decision. The faculty member may appeal to the Malaspina University-College Board, as provided below.

8.2.2.5 Appeal

Within thirty days of receiving notice of termination the faculty member may appeal, by letter, to the Chair of the Malaspina

University-College Board. A copy of this letter, in which are stated the grounds for appeal, must also be given to the President. Within three days of receiving this letter the President shall forward to the University-College Board a copy of the charges, the minutes of the hearing, a copy of the President's notice of termination of the faculty member's employment. The Malaspina University-College Board may conduct the Appeal or it may refer the Appeal to an Appeal Committee of not less than three of its members. The Association shall provide one of its members to serve on the Appeal Committee if the Board so requests. The Board or its Appeal Committee shall consider the evidence and shall make recommendations. No new evidence or testimony shall be introduced as part of the appeal, but the Board or its appointed committee may return the case to the Faculty Hearing Committee in the event that new evidence or testimony becomes available, or if, in the opinion of the Board or the Appeal Committee, further evidence appears desirable. If the Board accepts the President's decision to terminate the faculty member's employment, the termination shall be effective at the date originally named by the President.

8.2.3 Suspension

The President may at any time temporarily suspend a faculty member, without prejudice, and without financial penalty, when that suspension is in the opinion of the President in the best interest of the University-College or the faculty member. The President shall specify in advance who may act as his or her designee in matters of suspension during his or her absences from campus.

8.2.4 Other Disciplinary Action

8.2.4.1 Other disciplinary action includes written censures and letters of reprimand. A faculty member shall be sent a copy of any such document (at the time of filing) placed on the faculty member's personnel file. The faculty member is to provide immediate written acknowledgment of receipt of the copy.

8.2.4.2 In response to any such documents placed in a faculty member's personnel file, a faculty member shall be entitled to prepare a statement and include it in said file.

8.2.4.3 Upon the faculty member's request, any such document shall be removed from the faculty member's personnel file after the expiration of three years or at the end of his/her current contract whichever is

longer provided there has not been a further infraction.

9. RENEWAL OF APPOINTMENT

9.1 SUCCEEDING RE-APPOINTMENTS OF REGULAR FACULTY

9.1.1 A regular faculty member whose performance has been satisfactory during his/her initial one-year appointment shall be offered a one or two-year appointment, depending upon his/her previous experience. Ordinarily, a regular faculty member who has no previous relevant experience before his/her initial one-year appointment at Malaspina University-College shall be offered a second one-year appointment.

9.1.2 A regular faculty member whose performance has been satisfactory during his/her second one-year appointment shall ordinarily be offered a two-year appointment.

9.1.3 A regular faculty member whose performance has been satisfactory during his/her two-year appointment shall be offered a five-year appointment, and shall continue to be offered five-year appointments thereafter, providing that his/her performance continues to be satisfactory.

9.1.4 Notice of Renewal of Appointment of Regular Faculty

9.1.4.1 Appointments are automatically renewed on March 30 of the year they are to expire unless:

- a) the non-renewal procedures in Articles 7.9 and 8.2 are followed,
- b) the faculty member sends a letter of resignation to the appropriate senior administrator before March 30, or
- c) a second one year appointment is offered, in which case the appropriate senior administrator shall send a letter in duplicate by March 31 and the faculty member shall indicate acceptance by signing and returning one copy to Human Resources by April 30.

The automatic renewal of one year contracts shall be for two years, and of two and five year contracts shall be for five years.

- 9.1.4.2 A regular faculty member appointed for a one year period beginning January 1 shall, by May 15, either be notified that his/her contract has been extended seven months, or that renewal is in doubt because of unsatisfactory performance. In the latter case the faculty member shall be given until October 30 to demonstrate improved performance, by which date he/she shall be informed either that the contract is extended by seven months during which time he/she shall be evaluated by normal procedures or that his/her contract shall not be renewed.

Faculty whose contracts are extended seven months shall then fall under reappointment Articles 9.1.1 and 9.1.2. For appointments starting on dates other than August 1 or January 1, similar time sequences shall be incorporated into the appointment, with the objective of aligning to an August 1 contract date.

9.2 APPOINTMENT OF TEMPORARY EMPLOYEES

9.2.1 Temporary Pro Rata Appointments

This clause applies to instructional faculty only.

A temporary pro rata faculty member shall be offered an initial appointment for five (5) months for one semester, or ten (10) months for two semesters. A five-month appointment may be followed by a second five-month appointment for the next semester. A temporary pro rata faculty member who has assumed a 100% workload as per Article 10.2.3 for two consecutive semesters and returns for a consecutive full-time eleven (11) month appointment shall have one (1) month paid P.D. time added to his or her first contract.

9.2.2 Right of Refusal and Accrual

This clause applies to both non-instructional and instructional faculty.

A temporary pro rata faculty member whose performance has been satisfactory during his/her initial pro rata appointment shall accrue temporary seniority. The means of establishing temporary seniority shall be consistent with Articles 6.2.1, 6.2.2, and 6.2.4. Temporary seniority shall continue to accrue unless there is a break in employment of ten (10) months or more. The assessment of a pro rata faculty member's performance shall be conducted in accordance with Articles

7.3, 7.4 and 7.5.

Additional available work in the same department will be offered, on the basis of seniority, first to qualified regular faculty who have less than full workloads. If there are two or more regular faculty with equal seniority, the allocation of available work will be made by a hiring committee as per Article 6.4.1.5.

Temporary pro rata faculty whose evaluations have been satisfactory for one year will be given right of first refusal for any further temporary work in the subsequent year in the same department for which they are qualified on the basis of temporary seniority. If there are two or more qualified temporary faculty with differences in temporary seniority of less than one year, the allocation of additional work will be made by a hiring committee as per Article 6.4.1.5.

A temporary pro rata faculty member, who under Article 9.2.2 has the "right of first refusal," will be granted an interview for a regular position being filled through the recruitment process set out in Article 6.4.1 subject to the following conditions:

- a) The faculty member's last evaluation was satisfactory.
- b) The faculty member meets the minimum qualifications established for the position.

Notwithstanding the above, the right of first refusal for additional available work in Powell River does not apply to temporary full-time pro rata faculty based in Nanaimo, Cowichan or Parksville. Similarly, the right of first refusal for additional available work in Nanaimo, Cowichan or Parksville is not extended to temporary full-time or pro rata faculty based in Powell River.

9.2.3 Subsequent Temporary Pro Rata Appointments

This clause applies to instructional faculty only.

A pro rata faculty member who qualifies for reappointment as per 9.2.2 for a second year shall be offered an eleven (11) month appointment, unless there is no work available in one of the terms in which case she/he will be offered a five and a half (5-1/2) month appointment, in the following academic year if any work is available.

A pro rata faculty member who qualifies for reappointment as per 9.2.2 for a third year and subsequent years shall be offered a twelve (12) month appointment, unless there is no work available in one of the terms in which case she/he will be offered a six (6) month appointment, in the following academic year if any work is available.

9.2.4 Temporary Two-Year Positions

This clause applies to instructional faculty only.

Faculty selected for teaching teams in Liberal Studies will consist of regular faculty, and, possibly, temporary two-year appointments made from existing or new temporary faculty. Because of the unique nature of the teaching teams, and the need for balancing of gender, discipline and other elements on the team, temporary seniority will not apply to Liberal Studies. However, in the case where a temporary faculty member teaching in some other area accepts an offer of a two-year temporary appointment in Liberal Studies, that faculty member will continue to accumulate temporary seniority in the original department, during the two-year Liberal Studies appointment.

9.2.5 Articles 9.2.2 and 9.4.1 shall also apply to non-instructional faculty. The length of contract will reflect the specific needs of the department. Where work is required on a continuous basis, appointments will be without breaks.

9.3 LIMITATIONS ON USE OF NON-REGULAR POSITIONS

9.3.1 In those instances where the ongoing workload is sufficient, the University-College shall normally (and when budget permits) recruit and appoint regular, rather than temporary faculty members.

9.3.2 Where ongoing full-time work is created (e.g. through the addition of new programs) which can be filled by a single faculty member, a regular position will be created.

9.3.3 A regular faculty member who retires, is not renewed or resigns shall be replaced with another regular faculty member provided that there is no anticipated reduction in program level or available work.

9.4 REGULARIZATION OF POSITIONS

This clause applies to both non-instructional and instructional faculty.

- 9.4.1 In circumstances when a temporary pro rata faculty member assumes 100 percent of a regular faculty workload as per Article 10.2.3 for two consecutive years, a full-time regular position will be created, except if said temporary pro rata faculty member is replacing a regular faculty member on leave and providing that the University-College continues to offer the full-time work in question. Temporary pro rata faculty members may apply for such a position. The successful candidate shall be chosen according to the normal hiring procedure in open competition.
- 9.4.2 If faculty hired on two-year temporary Liberal Studies appointments are given a second consecutive two-year appointment to a Liberal Studies teaching team, such faculty will be regularized in Liberal Studies.

10. HOURS OF WORK/WORKLOAD

10.1 ACADEMIC YEAR FOR REGULAR FACULTY MEMBERS

10.1.1 Regular faculty members are normally appointed on the basis of a twelve-month academic year which runs from August 1 to July 31.

10.1.2 Instructors

10.1.2.1 The instructional assignment for the academic year normally consists of approximately eight months. In addition to this instructional assignment, instructors shall normally (except under Article 12.2.2) spend two months on campus engaged in the preparation and review of courses, the interviewing of prospective students, professional development, the ordering of supplies and equipment, and other non-instructional activities of the University-College.

10.1.2.2 Newly appointed regular instructors shall normally commence duties on the campus on August 1 of their first contract year.

10.1.3 Non-Instructional Faculty Members

10.1.3.1 The length of assignment for Non-instructional faculty members shall normally be eleven months. However, for counsellors, librarians and librarians - Media Services the length of assignment shall normally be ten months.

10.2 WORKLOAD

10.2.1 Workload for Regular Instructional Faculty

10.2.1.1 It is recognized that faculty involvement in the determination of realistic instructional workloads is important for the maintenance of the quality of instruction at the University-College, and that excessive workloads shall result in a deterioration of that quality.

10.2.1.2 Limitations on Faculty Workloads

10.2.1.2.1 Workloads shall be established within the following limits.

Maximum number of teaching hours per week = 16 (sixteen) averaged over two semesters.

Teaching hour is one hour of scheduled lecture, studio or lab time per week; one hour of unconventional teaching time (see Letter of Understanding, page 109) is equivalent to 2/3 of a teaching hour.

Maximum number of regular lecture classes (3 or 4 hours) = 8.

10.2.1.2.2 Instructors may be assigned portions of their workload in the two month work period during the semester in which holidays are taken (normally such assignments would occur during the May/June period).

10.2.1.2.3 All faculty as part of their professional responsibilities shall:

- a) maintain posted office hours and be available to meet with individual students at other mutually agreed upon times;
- b) provide additional assistance to students in areas such as study skills, academic advising, special events, as well as recruitment and admission of students;
- c) remain current in their field through demonstrated participation in professional development and/or scholarly activity;
- d) participate in departmental and institutional activities.

10.2.1.2.4 Undergraduate Research Project

With the permission of the Dean and the Department, a faculty member may supervise an undergraduate research project. A faculty member who supervises an undergraduate research project shall be credited with 1/32nd of an annual workload for each student undergraduate research project.

10.2.2 Workload for Regular Non-Instructional Faculty

10.2.2.1 The workload of a regular non-instructional faculty member shall be an average of 35 hours per week. The exact hours of work may vary seasonally to allow for peak periods. Particular responsibilities, duties and workload arrangements shall be determined by the Coordinator or Director or Campus Principal or Dean, as appropriate, in consultation with the faculty member. This decision may be appealed to the next appropriate level of administration. Non-instructional faculty members shall be informed, when they receive their workload allocation of the name of the administrator to whom such appeal may be made.

10.2.2.2 Coordinators of non-instructional faculty shall be selected in accordance with the procedure in Article 10.11.2.1.

10.2.3 Workload for Temporary Pro Rata Faculty

Temporary pro rata faculty workloads shall be calculated according to the number of hours assigned in comparison with the maximum annual assignments in one semester. The annual assignment for 3 hour lecture sections is 24 hours, for 4 hour lecture/lab sections 32 hours, for assignments with unconventional instruction correspondingly higher. No temporary pro rata faculty member shall be required to accept a workload higher than as specified in Article 10.2.1.2.

10.3 OVERLOAD

10.3.1 Overloads shall only be carried on a voluntary basis. Faculty carrying overloads shall be paid at the rate of one-third of the rate specified in Article 11.1.4.2 for each hour above what would be considered a full workload under Article 10.2.1.2.

10.3.2. Directed Studies

A Directed Studies course shall be provided on a voluntary basis as an addition to an individual faculty member's assigned workload. This course will be provided by agreement of the faculty member, coordinator, and Dean, and will have a maximum of five (5) students. The faculty member shall receive two-hundred and fifty dollars (\$250) per semester for each Directed Studies student for a 3 credit course.

Where a Directed Studies course has fewer or greater than three credit hours, actual payment for each Directed Studies student enrolled in the course will be pro-rated. For example, faculty will receive \$83.34 (\$250/3) per semester for each Directed Studies student enrolled in a one credit course; \$125.00 (\$250/2) for a 1.5 credit course; \$166.67 (\$250 x 2/3) for a two-credit course; \$333.34 (250 x 4/3) for a four-credit course, etc.

The Dean will identify Directed Studies on the workload report.

10.3.3 Senior Project

In departments where a Senior Project course is a required or elective

component of a degree program, it will be provided on a voluntary basis by an individual faculty member as an addition to their assigned workload. The approval of the Department Coordinator is required before a student can register in a Senior Project course with an identified instructor. The faculty member shall receive two-hundred and fifty dollars (\$250) per semester for each three credit Senior Project student. If two instructors jointly supervise a Senior Project, the stipend will be divided equally between them unless there is some other agreement. Deans will identify Senior Projects in Workload Reports.

10.4 ASSIGNMENT OF WORKLOAD

10.4.1. In Spring semester, when the approved Program Profile is received from the Ministry, the Dean shall advise each department of its activity level for the next budget year. If subsequent developments necessitate a change to this activity level, the Dean will advise the department accordingly. The initial proposed allocation of each instructor's workload shall first be determined by the coordinator of each department (or dean if no coordinator) in consultation with the members of that department. The proposed workload allocations shall be reviewed by the appropriate Dean in order to ensure a fair distribution within the department. Differences in contact hours, course preparations, student numbers, travel times, and other parameters which are seen to be relevant shall be considered. The workloads determined shall be consistent with the guidelines and limits in all relevant sections of the Collective Agreement.

10.4.1.1 Timetabling

The following limits shall be placed on the times that an instructor would be expected to teach:

10.4.1.1.1 No instructor shall be required to teach more than three consecutive one hour classes, labs or seminars, or more than 2 consecutive classes, labs or seminars of duration more than one hour each. No instructor shall be required to conduct more than four consecutive hours of class, lab or seminar.

10.4.1.1.2 Where an instructor has child care commitments, and where the instructor makes a written request, the University-College shall make every effort to ensure that instructor has no classes scheduled before 9:00 am.

- 10.4.1.1.3 Instructors shall be entitled to a minimum of one continuous hour of unscheduled time in the period between 11:30 and 14:30.
- 10.4.1.1.4 Instructors shall be entitled to a minimum of twelve continuous hours of unscheduled time between workdays.
- 10.4.1.1.5 Where an instructor is required to teach at more than one campus, there shall be reasonable provision for travel time in the instructor's teaching schedule.
- 10.4.1.1.6 The University-College shall make every effort to ensure that no instructor shall be required to conduct a class, a lab or a seminar that ends more than 9 hours after the start of their first class, lab or seminar of that day.
- 10.4.1.1.7 Where a full-time instructor is assigned upper level courses and engages in scholarly activity, and where the instructor makes a written request, the instructor shall have no classes, labs or seminars scheduled on at least one of Monday to Friday.
- 10.4.1.1.8 All instructors shall be entitled to two consecutive days off per week, and where an instructor teaches any part of a course (lab, lecture or seminar) outside of the hours of 8:00 to 17:30 Monday through Friday, the University-College shall make every effort to provide that instructor with a third day off during the week.
- 10.4.1.1.9 Where a faculty member is assigned as part of her/his teaching duties to be on call outside of their regular scheduled teaching assignment, the University-College shall make every effort to provide that faculty member with an additional day off for each two weeks of on call duty providing there is no additional expense.
- 10.4.2 An MFA faculty Workload Committee, consisting of two faculty members elected by the MFA faculty in the program group, shall review the workload allocations not later than two weeks following the commencement of each semester.

The Committee shall present to the Dean, in writing, any concerns about faculty workload. A final report, inclusive of any changes made by the Dean, shall be forwarded immediately by the Chair of the MFA faculty Workload Committee to the Dean and the Chief Personnel Steward of the Association no later than four weeks following the first

day of classes.

10.4.3 Workload allocations determined in accordance with the above Articles 10.4.1 and 10.4.2 may be appealed to the appropriate senior administrator.

10.4.5 Other Outside Teaching and Non-Teaching Services Initiated by the University-College

10.4.5.1 Faculty may be given assignments with agencies outside the University-College (based on the Standard of Reasonableness.) However, such work may not be assigned to a level which exceeds a full workload, except with the agreement of the faculty member. Faculty may refuse such overload assignments without prejudice to their employment and working conditions at the University-College.

10.4.5.2 Should faculty accept such overload, they shall be paid a mutually agreed upon contract fee. Details of financial arrangements shall be made known to the Committee of Personnel Stewards of the Association.

10.5 MULTI-CAMPUS TRAVEL

Instructors may be required to teach a course or courses in one or more of the communities in the University-College region. Instructors teaching in both Nanaimo and Powell River or Duncan and Powell River in one semester shall be given a reduction equivalent to one 3-hour lecture section for that semester. Effective August 1, 1989, an instructor whose home campus is Nanaimo, and is assigned to teach two consecutive semesters and commutes not less than two days per week to the Cowichan Campus, shall receive a stipend of \$500 on the commencement of the second semester.

10.7 FACULTY EMPLOYED IN CO-OPERATIVE EDUCATION

10.7.1 The University-College recognizes that the nature of instruction in Co-operative Education programs differs from the normal delivery of programs.

10.7.2 Departments and programs which contain co-operative education components shall collaborate with the University-College's co-

operative education office to ensure uniformity of standards. The University-College shall ensure that a high level of consultation and cooperation be maintained during development and implementation of these programs between the departments and the Co-op Education office.

- 10.7.3 While faculty members in Co-operative Education programs may be required to teach or supervise co-op positions three semesters a year, under no circumstances shall an instructor be required to accept an instructional assignment (workload) which otherwise differs from the provisions stipulated elsewhere in this Collective Agreement.
- 10.7.4 Faculty members shall not be required to teach or supervise co-op positions in more than six semesters in any three-year period commencing on September 1 of the first year of this period.
- 10.7.5 No faculty member shall be denied a two-month summer vacation period, if requested, after being obligated to work a previous summer.
- 10.7.6 For faculty members who are required to teach or supervise co-op positions in three consecutive semesters, vacation and professional development time shall accrue. This vacation and professional time shall be granted within the twelve-month period following the conclusion of the third semester.
- 10.7.7.1 A faculty member who is supporting and supervising students in co-op positions shall receive one-half (1/2) section workload credit for supervision, monitoring and evaluating between one (1) and four (4) students, and one (1) section for between five (5) and ten (10) students. (One section workload credit is equivalent to one-eighth of an annual regular instructional faculty workload.) This credit includes the time required for travel to and from the placement sites. The normal duty per student is two visits per evaluation and reporting.
- 10.7.7.2 If a faculty member carries out these duties for between eleven (11) and nineteen (19) students, the workload credit shall be calculated on the basis of 0.1 credit per student (e.g., fourteen (14) students are equivalent to 1.4 sections of workload credit). For twenty (20) students, an instructor shall receive two (2) sections workload credit.
- 10.7.7.3 For selection and preparation of work terms, the workload associated in placing up to twenty-seven (27) students in a suitable learning environment is equivalent to one (1) three-hour semester course.

- 10.7.8 Co-op placement monitoring consists of developing, maintaining, and nurturing work-term placements for students, and assisting students in obtaining these placements (writing resumes, job interview skills, setting up interview schedules, etc.)
- 10.7.9 The University-College recognizes that co-op placement monitoring is carried out by employees who are members of the same bargaining unit that represents faculty teaching in the program for which placements are being sought, unless in unusual circumstances another employee is assigned to monitor a co-op placement in which event the Association shall be notified.

10.10 FACULTY ADVISORS

Nothing in this Article 10.10 shall preclude the University-College from employing individuals as faculty advisors from outside the Association's bargaining unit. Such individuals shall not be covered by this Agreement; this Agreement shall cover only those faculty advisors who were covered by this Agreement immediately prior to the faculty members' assignments.

- 10.10.1 Faculty Advisors are those faculty members who are assigned to the Advising Centre as part of their normal duties.
- 10.10.2 A faculty member's assignment to the Advising Centre as a Faculty Advisor is normally for a one- or two-year term. He/she may be reassigned to that position for further one- or two-year terms.
- 10.10.3 A Faculty Advisor's assignment to the Advising Centre is in direct proportion to the reduction of his/her other assigned duties, and the conditions of this assignment shall be covered in the Articles pertaining to counsellors (non-instructional faculty members) in this Agreement.
- 10.10.4 Faculty Advisors may apply for professional development as described in Article 12.3.2.
- 10.10.5 Faculty Advisors' seniority shall continue to accumulate in their instructional units.

10.11 WORKLOAD RELEASE

10.11.1 Upper Level Release

For the purposes of scholarly activity, the University-College agrees that full-time instructors who teach upper-level courses shall receive release time on the following basis:

- a) for instructors teaching eight (8) sections, one (1) section release time for one or more upper-level sections taught per year;
- b) effective May 1, 1993 instructors with a minimum of five (5) four-hour courses and who teach one (1) upper-division course or more the maximum number of sections for a full workload will be six (6).

10.11.1.1 a) A full-time regular faculty member who teaches third or fourth year courses may choose to group his/her scholarly activity release into a single semester providing the grouping results in a single semester of full release from teaching commitments. The faculty member may choose to take the release time in this way provided that:

- i) the Dean agrees that the faculty member may group his/her scholarly activity release into a single semester, and
 - ii) the workloads can be arranged to meet program needs, and
 - iii) the arrangement of the workload release will not have an adverse affect on temporary faculty who have a right of first refusal.
- b) A full-time regular faculty member who chooses to group his or her scholarly activity release agrees that they will continue grouping their release time and will take the scholarly release semester, and further that they may not opt out of the release time grouping provision except when they neither owe, nor are owed release time. A faculty member may bank a maximum of one semester release.
- c) A full-time regular faculty member who is permitted to group their scholarly activity release may take the scholarly activity semester after they have received the agreement of the Dean to

group their scholarly activity release provided that:

- i) the faculty member has provided the Dean with notice by February of the preceding academic year that the faculty member intends to take the grouped release, and
 - ii) the Dean agrees with the faculty member taking the specific semester proposed by the faculty member, and
 - iii) the program needs of the department can be met, and
 - iv) the faculty member is not scheduled to take, or applying for a P.D. leave that would occur within five months of the semester that the faculty member is proposing to take the grouped scholarly activity release.
- d) Where a full-time regular faculty members takes a scholarly release semester before he/she has completed a teaching load that includes enough overload under the provisions of the limitations on faculty workload to earn the scholarly activity semester, and where the faculty member resigns or retires from his/her position, the faculty member shall repay the University-College the portion of his/her salary that he/she received for upper division release that he/she was not entitled to.
- e) Where the University-College cancels third and fourth year offerings in a department, the faculty member grouping his/her scholarly release will be entitled to take the accumulated scholarly release at any point within the following five years, subject to program needs and Dean's approval.
- f) Where a full-time regular faculty member has chosen to group his or her scholarly activity release time, and where the faculty member is laid off, the University-College shall pay the faculty member for all unused scholarly activity release at the pay rate that they were at when the scholarly release time would have been taken had the faculty member not been grouping their scholarly activity. If the faculty member has taken a scholarly activity semester and has not accumulated enough scholarly activity release time to earn the scholarly activity semester, the University-College will recover the portion of that faculty member's salary that the faculty member was not entitled to.

10.11.2 Coordinator Release

10.11.2.1 Coordinators shall be selected by a process established by the appropriate Dean of Instruction in consultation with all faculty members in the program group. Coordinators shall be granted release time as per the terms of the Agreement.

10.11.2.2 Effective August 1, 1993 release sections for coordination of Departments will be granted on the following basis (based on departmental FTE count as of February 15th prior to the academic year in question):

Instructional Departments with 2 to 9 FTE faculty:	1 section
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Instructional Departments with 10 to 19 FTE faculty:	2 sections
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Instructional Departments with 20+ FTE faculty:	3 sections
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The following conditions will apply to the above:

- a) Departments offering a two-year Career/Technical Program will have a minimum of two sections release.
- b) This formula will not apply to Education, or Human Service Programs. These areas are guaranteed the following minimum number of release sections:

Education	5 sections
Physical Education	2 sections
Human Services	6 sections

It is understood that Education and Human Services are new and developing areas. The parties agree to review the changing needs for Coordinator release time with the intent of applying the formula to these areas in the future.

10.11.2.3 List of Departments

The following is the list of departments that the University-College and the Association acknowledge. Additions or deletions to this list can

only be made with the agreement of the Vice President Instruction and the Chief Personnel Steward of the Association.

Arts and Humanities
& First Nations Studies

Art
Arts One-First Nations
 Creative Writing
 English
 History
 Language
Media Studies
 Music
 Theatre
Women's Studies

Social Sciences

Anthropology
 Criminology
 Economics
 Geography
 Political Science
 Psychology
 Sociology

Science & Technology

Fisheries & Aquaculture
 Biology
 Chemistry
 Computing Science
 Forestry
Geology
 Math
 Physics
 RMOT

Liberal Studies

- 3rd Year Teaching Team
 - 4th Year Teaching Team
 Classics, Philosophy and
 Religious Studies

Education

Human Services

Child and Youth Care
 Community Support Worker
 Early Childhood Education
 and Care
 Social Service Worker

Collaborative Nursing

Business

Accounting
 Human Resource Management
 Marketing
 New Enterprise Management
 Quantitative Methods

Area Name - TBA

Physical Education
 Recreation Administration
 Tourism

Hospitality

10.11.3 Education Council

In the event the Chair of the Education Council is a member of the Faculty Association, Malaspina University-College shall allocate to the

Chair at least one section of release time, or equivalent, for each of the Fall and Spring semesters.

- 10.11.4 Deans may grant additional release time to faculty, for purposes designated by the Dean. This could include course or program development, special or administrative tasks or other activities.

11. SALARIES AND ALLOWANCES

11.1 SALARIES

- 11.1.1 A faculty member shall be paid a salary determined in accordance with the biweekly rates in Appendix A.

Payment of wages will be processed on a biweekly basis and will be deposited directly to the credit of the faculty member's account at a Canadian financial institution of the faculty member's choice.

11.1.2 Salary Schedule for Regular Part-Time Faculty

Regular part-time faculty shall be positioned on the salary scale in the same manner as a regular faculty member. His/Her salary shall be the biweekly rate times the percentage of a full-time workload consistent with his/her original appointment paid evenly on a biweekly basis.

11.1.4 Salary Schedule for Temporary Pro Rata and Temporary Faculty Members

- 11.1.4.1 A temporary pro rata faculty member shall be positioned on the salary scale in the same manner as a regular faculty member. His/Her contract salary shall be the biweekly rate times the percentage figure determined as per Article 10.2.3 times the number of biweekly pays falling within the contract period. Temporary pro rata appointments include an 8% holiday entitlement as part of the terms of appointment.

- 11.1.4.2 Temporary faculty other than those covered in Article 11.1.4.1 shall be paid: 8.33% of the FFA Common Grid Category II, Step 13 annual salary for a one semester course involving three (3) contact-hours per week. The rate for any courses requiring fewer or more hours per week shall be based upon a rate of one-third of the above sums for each hour

of teaching per week, for one semester. Such rates include all holiday pay.

11.1.5 Schedule for Special Session

Regular faculty members responsible for courses during the special session shall be paid for those hours in excess of those deemed as a full workload for the year as determined in Article 10.2.1.2, in addition to their normal salary, the salary that would be paid to a temporary faculty member under Article 11.1.4.2.

11.1.6 Schedule for Summer Session

Regular faculty members responsible for courses during the summer session shall be paid, in addition to their normal salary, the salary that would be paid to a temporary faculty member under Article 11.1.4.

11.2 ALLOWANCES

11.2.1 Allowance for Administrative Duties

Any and all allowances or stipends for administrative duties shall be reported to the Committee of Personnel Stewards of the Association by the Administration each semester by September 30 or February 28 as appropriate.

11.2.2 Travel Allowances

The University-College shall pay the expenses, as per section 42.08 of the Malaspina University-College Policy Book, of a regular faculty member when on University-College business as approved by the Dean of Instruction. In instances where no other means of transportation can be made available by the University-College, and a faculty member is required to drive his/her personal vehicle for Malaspina University-College business more than six days in one calendar month in his/her I.C.B.C. year, then the University-College shall pay the extra costs of necessary insurance. Prior approval of the senior administrator is required. A copy of insurance documentation reflecting additional 007 coverage premium costs must be attached to the claim for reimbursement.

11.4 INITIAL PLACEMENT ON SALARY SCALE

11.4.1 Procedure for Salary Placement of Faculty
(Excluding Technicians)

11.4.1.1 Initial salary placement shall take place upon appointment. Upon reappointment of a temporary faculty member, salary placement shall not take place unless such reappointment occurs more than one academic year after the expiry of the last temporary appointment.

11.4.1.2 A candidate who may be appointed to a position shall be asked to complete an "MFA Salary Placement Experience Credit Data Summary" form, as contained in Appendix B.

11.4.1.3 "Initial Salary Placement Forms" are used to place all candidates for regular and temporary positions, except those to be paid the rates given in Article 11.1.4.2. Samples are provided in Appendix C and Appendix D. A completed form used to evaluate each new faculty appointment must be signed by the Director of Human Resources or designate, and be given to the candidate with the letter of appointment. The candidate shall not be required to accept or reject an appointment until at least 24 hours have elapsed after he/she has received this form.

11.4.1.4 A master file of all completed MFA Salary Placement Experience Credit Data Summary forms and Initial Salary Placement Forms shall be kept in the Human Resources Office. Copies of the MFA Salary Placement Experience Credit Data Summary form and the Initial Salary Placement form for each successful candidate shall be sent to the Chief Personnel Steward of the Association.

11.4.1.5 The minimum initial placement for a faculty member on the salary schedule for instructors (Appendix A) or for non-instructional faculty excluding technicians (Article 11.1.3), shall be as follows:

Qualifications	Placement	
	Prior to April 1, 2000	Effective April 1, 2000
Diploma representing two full years of formal study or more, or equivalent	Category II, <u>Step 14</u>	<u>Category II, Step 13</u>
Bachelor's Degree, or equivalent	Category II, <u>Step 14</u>	<u>Category II, Step 13</u>
Master's Degree, or equivalent	<u>Category II, Step 13</u>	<u>Category II, Step 12</u>

Double Master's Degree, or at least one full year of study beyond a Master's Degree	<u>Category II, Step 12</u>	<u>Category II, Step 11</u>
Doctorate	<u>Category II, Step 11</u>	<u>Category II, Step 10</u>

11.4.1.5.1 Only credentials from accredited institutions shall be recognized when awarding initial minimum placement and for incremental progression based on completion of Master's or Doctorate degrees.

11.4.1.6 Equivalency

In initial placements an equivalency may be established in lieu of a formal diploma or degree, (Article 11.4.1.5). In such case, credit may be granted toward an equivalency on the basis of two or more years experience equals one year of a diploma or degree. The actual value of the experience shall depend on the nature and relevance of the experience. Where experience is used to establish equivalency, it cannot be used for salary increments.

11.4.1.7 Experience Credit

- a) Instructors (excluding Education Programs)
 - i) Employment directly related to primary assignment shall mean employment in the following areas which are directly related to primary assignment:
 - 1) teaching in field of instructional assignment, at college, university or senior secondary school level (grade 11 or higher)
 - 2) senior administrative experience in the field of the instructional assignment
 - 3) research at the post-Doctoral level
 - 4) teaching assistantships or other similar teaching assignments done while working on a Master's or Doctorate only for the periods in which they constitute full-time workloads
 - 5) teaching not in field of instruction, at college, university or senior secondary school level (grade 11

or higher)

- 6) other employment in field of instructional assignment after date of first Diploma, Degree or Teaching Certificate.
- ii) Other relevant employment in the following areas which are relevant to appointment:
- 1) teaching at elementary or junior secondary school level (kindergarten to Grade 10)
 - 2) senior administrative experience
 - 3) research at the post-Master's level
 - 4) other employment after date of first Diploma, Degree or Teaching Certificate.
- b) Instructors in Education Programs
- i) Employment directly related to primary assignment shall mean employment in the following areas which are directly related to primary assignment:
- 1) teaching in field of instructional assignment, at college or university level
 - 2) teaching in public school system after certification
 - 3) teaching in certified private school system, or equivalent, after certification
 - 4) senior administrative experience in the field of the instructional assignment or in the public education sector
 - 5) research at the post-Doctoral level
 - 6) teaching assistantships or other similar teaching assignments done while working on a Master's or Doctorate only for the periods in which they constitute full-time workloads

- 7) teaching not in field of instructional assignment, at college or university level
- 8) other employment in field of instructional assignment after date of first Diploma, Degree or Teaching Certificate.

- ii) Other relevant employment in the following areas which are relevant to appointment:
 - 1) senior administrative experience
 - 2) research at the post-Master's level
 - 3) other employment after date of first Diploma, Degree or Teaching Certificate.

- c) Counsellors
 - i) Employment directly related to primary assignment shall mean employment in the following areas which are directly related to primary assignment:

Note: Directly related experience for those employees who's primary assignment is Counselling shall be limited to Counselling experience. Directly related experience for those employees who's primary assignment is Advising (Educational Counsellors) shall be limited to Advising experience.)

 - 1) counselling or advising at colleges, universities and senior secondary level of public and certified private schools or equivalent, social service agencies, and medical facilities
 - 2) for Counsellors, teaching in field of assignment, such as in counselling programs, psychology and social work at colleges, universities, public and certified private schools or equivalent
 - 2.1) for Advisors, (Educational Counsellors) teaching at Colleges, universities, or senior secondary school level
 - 3) senior administrative experience in the field of the assignment
 - 4) research at the post-Doctoral level
 - 5) teaching assistantships or other similar teaching

assignments done while working on a Master's or Doctorate only for the periods in which they constitute full-time workloads

- 6) other employment in field of primary assignment after date of first Diploma, Degree or Teaching Certificate.
- ii) Other relevant employment in the following areas which are relevant to appointment:
- 1) counselling or advising at levels below senior secondary level of public and certified private schools or equivalent.
 - 2) teaching not in field of assignment at colleges, universities, public and certified private or equivalent schools
 - 3) senior administrative experience
 - 4) research at the post-Master's level
 - 5) other employment after date of first Diploma, Degree or Teaching Certificate.
- d) Librarians:
- i) Employment directly related to primary assignment shall mean employment in the following areas which are directly related to primary assignment:
 - 1) as a professional librarian, following the M.L.S. degree or equivalent
 - 2) teaching in field of assignment
 - 3) senior administrative experience in the field of the assignment
 - 4) research at the post-Doctoral level
 - 5) teaching assistantships or other similar work

assignments done while working on a Master's or Doctorate only for the periods in which they constitute full-time workloads

6) other employment in field of primary assignment at post-Bachelor's level

ii) Other relevant employment in the following areas which are relevant to appointment:

1) employment after a two-year diploma level as a library technician or senior supervisory library assistant

2) senior administrative experience

3) research at the post-Master's level

4) other employment at post-Bachelor's level

e) Technicians

i) Employment directly related to primary assignment shall mean employment in the following areas which are directly related to primary assignment:

1) teaching, research, and work in field of assignment at post-diploma or equivalent level

ii) Other relevant employment in the following areas which are relevant to appointment:

1) teaching, research, and work

11.4.1.7.1 Part-time teaching experience shall be pro-rated based on a two-semester teaching year. Other part-time work experience shall be pro-rated based on a 35-hour work week and 12-month year. In no event shall more than one year experience credit be granted for experience in any 12-month period.

11.4.1.7.2 Teaching of non-credit courses shall be excluded.

11.4.1.7.3 The decimal fraction of a year's experience leading to initial salary

placement shall not be carried forward as a credit towards an increment on the salary schedule.

11.4.2 Procedure for Salary Placement of Technicians

11.4.2.1 The minimum initial placement for a technician on the salary schedule given in Appendix A shall be as follows:

<u>Qualifications</u>	<u>Placement</u>
Diploma in Technology or equivalent	Category I, Step 1
Diploma in Technology plus one year of related study	Category I, Step 2
Bachelor's Degree or equivalent	Category I, Step 3
Bachelor's Degree plus one year of related study	Category I, Step 4
Bachelor's Degree plus two years of related study	Category I, Step 5

11.4.2.2 A technician who, as part of his/her workload, has responsibilities for instructing and evaluating students in a laboratory or other teaching situation shall be placed as both an Instructor and a Technician (Articles 11.4.1 and 11.4.2) and shall be paid for the proportion of time devoted to each of the two activities as determined by the Program Group Workload Committee. Other conditions of employment shall be determined by this same ratio. The duration of the teaching assignment shall be set at the time that the technician accepts the assignment.

11.4.3 Salary Placement Appeals

11.4.3.1 Appeals on initial salary placement may be made on questions regarding the interpretation and application of the salary placement criteria.

11.4.3.2 Appeals on salary placement shall be made to a Salary Placement Appeals Committee which shall consist of the following: the Vice President Instruction, the appropriate Dean of Instruction, and four (4)

faculty members elected annually in May by the Association. The Chief Personnel Steward of the Association, or designate, shall be the advocate for the faculty member involved.

11.4.3.3 The Salary Placement Appeals Committee shall elect a Chair in May. The Chair shall be responsible for calling meetings of the Committee as necessary.

11.4.3.4 A new faculty member must initiate any appeal regarding his/her placement on the salary schedule within ninety (90) days of commencing duty at the University-College, or within sixty (60) days of receiving the placement form, whichever is the later.

11.4.3.5 The decision of the Salary Placement Appeals Committee is final.

11.4.4 Change of Assignment

A regular faculty member who has been placed on the salary schedule shall not receive a new placement if he/she is reassigned to another position within the same salary scale, at any time after he/she has been appointed to more than a one-year term.

11.5 ADDITIONAL FORMAL QUALIFICATIONS

11.5.1 Faculty members who complete additional formal qualifications shall be awarded additional increments corresponding to the differences indicated in the criteria for initial placement (Articles 11.4.1.5 and 11.4.2.1). Where experience increments have been given for work toward the additional formal qualifications (not teaching) an additional educational increment shall not be given within the same year for the completion of the said qualifications.

11.5.2 Placement on a new step within a category, resulting from a faculty member's completion of additional formal qualifications, shall be effective from the month when formal notification was received by the appropriate Senior Administrator with notification of change to the appropriate Vice President.

11.8 INCREMENTAL ADVANCEMENT ON SALARY SCALE

11.8.1 Since experience usually results in improved teaching ability and/or

increased knowledge in an area of expertise, a faculty member can normally expect an annual increment on the basis of this experience. Each part-time faculty member shall accumulate experience credits in the same proportion as his/her salary compared to the salary he/she would receive as a full-time faculty member. If the increment is not granted, the Dean of Instruction must state the reasons in writing to the faculty member by February 15 of the year preceding the contract year when the increment is to be withheld. The Committee of Personnel Stewards of the Association may make representation to the Vice President Instruction should the faculty member so request. Increments earned from November 1 to April 30 shall be implemented February 1; increments earned May 1 to October 31 shall be implemented August 1. Normally, only one work experience increment or additional educational increment shall be awarded in a twelve-month period subject to Articles 11.5.1 and 11.5.2.

- 11.8.2 Full-time faculty members who have appointments in more than one category of the salary scale (that is, those who have split appointments) shall have the salary in each category fully incremented annually.

12. LEAVE, PAID AND UNPAID, PROFESSIONAL DEVELOPMENT AND SCHOLARLY ACTIVITY

12.2 VACATIONS

- 12.2.1 Between June 15 and August 15, instructors are entitled to two months absence from the University-College for vacation. Vacation days may be exchanged and taken at other periods of the contract year, and a maximum of 15 vacation days may be carried over to the following contract year with the advance approval of the appropriate Dean of Instruction.
- 12.2.2 An instructor may request vacation at times other than the June 15 to August 15 period. Such a request is approved unless the requested period falls within the specified teaching period, including each full regular semester (including examination period) and each designated teaching period for special session or summer session in which the instructor has assigned teaching duties.
- 12.2.3 If the University-College requires an instructor to report for duty or otherwise be in attendance during his/her vacation time, then the instructor is given equivalent time off. Both the request and arrangements for equivalent time off are made in writing.
- 12.2.4 Non-instructional faculty members are entitled to an annual one month vacation. The scheduling of this vacation shall be arranged by the faculty member in consultation with the Dean of Instruction or Director Library (when relevant) and approved by the appropriate Dean of Instruction. However, counsellors and librarians are entitled to two months leave of absence from the University-College for vacation. Full-time technicians who have provided 5 years continuous service in that capacity to the University-College shall be entitled to one week additional vacation time.
- 12.2.6 The vacation period for Faculty Advisors is from June 1st to July 31st. This shall begin in the year in which the Faculty Advisor's assignment begins. In the year in which the Faculty Advisor's assignment to the Advising Centre ends, he/she has the option of continuing with the June 1st to July 31st vacation period, or returning to the June 15th to August 15th vacation period for instructors, or any two-month period agreed to mutually by the Faculty Advisor, the Dean of Student

Services and the Dean of the Programs Group or area in which the Faculty Advisor's assignment is being reinstated.

- 12.2.7 Temporary appointments for counsellors and librarians shall include a vacation entitlement of 8% in the first year of employment, 12% in the second year of employment, and 16% in the third year of employment.

Temporary appointments for technicians shall include a vacation entitlement of 8%.

Vacation entitlement shall be:

- a) paid out on a biweekly basis for contracts of duration less than five months.
- b) for contracts of at least five months, the vacation entitlement shall be given as time off, and any unused vacation entitlement will be paid out at the end of the contract.

Non-instructional temporary faculty, in at least their third year of employment, shall be entitled to professional development time as outlined in Article 12.3.2 on a pro-rated basis.

12.3 PROFESSIONAL DEVELOPMENT

- 12.3.1 In order to maintain excellence of instruction and educational service at Malaspina University-College, it is recognized that there is a need for faculty to have the opportunity to participate in and pursue activities related to professional development. Towards this end the University-College shall:

- a) provide each regular faculty member, upon application, a minimum of \$650 for professional development activities approved by the appropriate Dean of Instruction.

Only those activities undertaken primarily for the benefit of Malaspina University-College can be considered for non-taxable reimbursement.

The following expenses may be eligible for reimbursement:

- i) Membership fees in professional organizations and learned

societies;

- ii) Books, periodicals, journals and other materials directly associated with the faculty member's duties and responsibilities;
- iii) Registration fees or other fees for courses, workshops and similar activities;
- iv) Travel expenses related to attending meetings, conferences, courses and other approved activities. (These reimbursements will be made in accordance with the travel policies of Malaspina University-College);
- v) Other activities deemed of significant benefit to Malaspina University-College.

As non-taxable reimbursements, goods purchased through Professional Development funds remain the property of Malaspina University-College.

Unexpended balances at the end of the fiscal year (March 31) can be claimed on an expense claim form authorized by the Dean, Director or Campus Principal. Payment to the faculty member of that amount will be added to his/her taxable income for the calendar year in which the payment is received.

In addition to this the University-College shall cover expenses for one faculty member, in each discipline where Provincially-approved articulation meetings are held, to attend one such meeting per year.

- b) provide the Association Professional Development Committee a minimum of \$4,500 for the sponsorship of activities which in the opinion of the committee shall be of professional interest to the general faculty.
- c) provide funds to support the equivalent of six full-time professional development leaves of absence (assisted leaves) at a minimum of 70% of regular salary.

12.3.1.1 A temporary pro rata faculty member who has been employed for at least two consecutive 10-month appointments or four consecutive 5-

month appointments and is reappointed to a temporary pro rata appointment of 0.5 or greater in the next following semester shall be eligible for professional development funds on a pro rata basis. (Example: a temporary pro rata faculty member with the necessary prior consecutive appointments who is reappointed to a temporary appointment of 0.6 shall be eligible for \$390 which is 60 percent of \$650.)

- 12.3.2 Regular non-instructional faculty members shall receive two (2) weeks to engage in professional development activities per year (following the submission of the leave request form if the employee is planning to be off-campus and not on call), provided that this time can be arranged so that replacement is deemed unnecessary, but the appropriate Dean, Director or Campus Principal. Faculty who do not have twelve month appointments shall have this time prorated commensurate with the length of their appointment.

When additional professional development time is needed non-instructional faculty may, upon written application to the appropriate Dean, Director or Campus Principal, receive special permission to be absent from the University-College.

12.4 ASSISTED LEAVE (PROFESSIONAL DEVELOPMENT LEAVE OF ABSENCE)

It is recognized that many opportunities for professional development require a longer period of time than is available between the spring and fall instructional periods. In order to encourage faculty to take advantage of these opportunities, a program of professional development leave of absence has been developed.

- 12.4.1 Faculty members may apply for either a full or partial release leave of absence. A partial release leave is designed to free a full-time faculty member from between one-quarter and three-quarters of his/her workload at the University-College. The salary received by a faculty member on partial release leave shall be calculated on a percentage basis: e.g. In a one-quarter release leave the faculty member would receive 75% of his/her normal salary, for a three-quarter release leave the faculty member would receive 25% of his/her normal salary.

A one-half year P.D. leave of absence shall normally be for the period January 1 to June 30 or the period July 1 to December 31. A full-year

P.D. leave shall be for the twelve-month period following commencement of the leave.

- 12.4.2 Since P.D. leaves are recognized in Articles 12.4 and 12.4.9(e) as contributing to the instructional quality and educational services offered by Malaspina University-College, a faculty member on P.D. leave is considered to be continuing to perform his/her duties of employment.

Except for the professional development allowance under Article 12.3.1, a faculty member on P.D. leave is expected to pay, from his/her salary, all travel, meal and accommodation costs incurred while fulfilling his/her duties of employment under the terms of his/her leave proposal and while away from the employer's normal place of business and the faculty member's principal residence. In addition, supplies consumed directly in the performance of the P.D. leave responsibilities must be paid for by the faculty member on leave.

- 12.4.3 The University-College shall, during the period of a P.D. leave of absence, continue to contribute to the faculty benefit plans which are applicable to the faculty member providing the faculty member continues to contribute.

- 12.4.4 It is recognized that faculty members should not realize direct financial gain from the assisted leave program. Consequently, the University-College is entitled to recover from a recipient of an assisted leave the amount by which his/her earnings from employment or contracts while on assisted leave exceed his/her normal annual income and benefits.

- 12.4.5 The faculty member shall be required to return to the service of the University-College upon completion of his/her P.D. leave of absence for a period equal to the length of the leave. In the event of failing to do so, the faculty member shall refund the amount of any money paid to him/her or on his/her behalf by the University-College during the P.D. leave of absence.

- 12.4.6 Upon completion of P.D. leave of absence, the faculty member is assured of resuming duties at a salary level equal to that which he/she would have received, had he/she remained in his/her usual position at the University-College.

- 12.4.7 If a faculty member on assisted professional development leave, by mutual agreement with a Dean, Director, or Regional Campus

Principal, returns to work prior to the commencement of the leave or during the period of the leave, a new assisted professional development leave equivalent to the length of time remaining in the leave shall be created. The new leave, or any portion thereof, shall be carried over in to the following fiscal year if unused in the year in which it is created.

12.4.8 In the first semester after returning from a Professional Development Leave of Absence, the faculty member shall submit a report, to the President, summarizing the professional development that has been accomplished on the leave. Failure to fill this requirement shall render the faculty member ineligible for future assisted leaves.

12.4.9 In order to be eligible for a P.D. leave of absence, a faculty member must:

- a) have a regular appointment and at least three FTE years of MFA seniority preceding the commencement date of the leave.
- b) notify the Director of Human Resources on or before 1:00 p.m. of the last business day of May in the year prior to that in which the proposed leave is to commence that he or she plans to apply for a P.D. leave of absence. The Director of Human Resources shall forward the list of names and the categories of each person proposing to apply for a leave to the President of the MFA and the Chair of the Leave Committee. Applicants should also provide copies of their letter of intent to their Dean, in the case of instructional faculty or to the Dean, Director or Campus Principal (which ever is appropriate) in the case of non-instructional faculty.
- c) submit a complete application to the Chair of the Leave Committee after August 15 and before September 15 of the academic year prior to that in which the proposed leave shall commence. This application shall include a description of the program proposed for the leave, and any supporting statements that the faculty member may consider important to his/her application.
- d) propose in his/her application a program which shall be of professional benefit to himself and which shall increase his/her potential contribution to the University-College. Such programs may include:

- i) Further academic studies relevant to the professional growth of the faculty member in his/her particular area of scholarship and/or to the Malaspina University-College curriculum.
- ii) Experience in business, industry, research, community service, or in government or educational institutions which is directly relevant to the role of the faculty member within the University-College.
- iii) Studies of educational systems and methods in other institutions.
- iv) Other activities which can be seen to ultimately benefit the faculty member professionally, such as private study or research, textbook compilation, travel, or scholarly or creative writing.
- v) Any change in the originally approved plan requires a new submission to the Leave Committee outlining the rationale for the change. The new plan is subject to re-evaluation under Article 12.4.9.

12.4.10 University-College Leave Committee

A University-College Leave Committee shall be formed for the purpose of recommending applicants for Professional Development Leaves to the University-College Board, and to carry out its duties under Article 12.15 (Unassisted Leave of Absence). Its constitution and responsibilities shall be as follows:

12.4.10.1 Constitution

The committee shall consist of eight members, including

- a) the Vice President Instruction, who shall be an ex officio, non-voting member;
- b) a Dean of Instruction; and
- c) six faculty representatives - including one elected by the non-instructional faculty.

The normal term of membership on the Committee for faculty representatives shall be two years. A faculty representative shall be a regular faculty member with at least two years service at the University-College; he/she shall not himself/herself apply for a P.D. leave during his/her term of membership on the Committee. A faculty representative shall be elected not later than August 31 of the year in which his/her term commences.

12.4.10.2 Responsibilities

The Committee shall elect a Secretary/Chair from its members no later than September 1 of each year.

12.4.10.2.1 For Professional Development Leave

12.4.10.2.1.2 The Committee shall consider all applications for P.D. leave and shall determine which applicants have satisfied the eligibility conditions of Article 12.4.9.

12.4.10.2.1.2 The Committee shall rank all eligible applicants on the basis of the perceived merit of their proposals. Where two proposals are deemed to be of equal merit, the ranking shall be by seniority according to the procedures outlined in Article 12.4.10.3.

12.4.10.2.1.3 The Committee shall forward its list of recommendations to the University-College President no later than October 15 along with a brief description of the Professional Development pursuit.

12.4.10.2.1.4 Within one (1) week of making its decision, the Committee shall inform each applicant, in writing, of whether it is recommending acceptance or rejection of the application, or whether it finds the applicant ineligible.

12.4.10.2.1.5 The Committee shall return all applications and confidential papers to the applicants not later than October 31.

12.4.10.2.2 For Unassisted Leave of Absence - Professional Development Status

The Committee shall carry out its responsibilities under Article 12.15 not later than October 15.

12.4.10.3 Procedures for Professional Development Leave (Assisted Leave)

Each year all eligible applicants for assisted leave shall be considered by the University-College Leave Committee in two groups.

12.4.10.3.1 Group I

A faculty member who applies for an assisted leave shall be considered to be in Group I if at the time of their application they have accumulated 3 FTE years of MFA seniority since their hiring or their last assisted leave, which ever is less, and

the following formula produces a value that is greater than or equal to zero:

$$\text{MFA Seniority} - (8 * \text{FTE Leaves So Far}) - (6 * \text{FTE Leave Applied For})$$

Where:

MFA Seniority is the number of FTE years of MFA seniority that the leave applicant has at the time the leave application is considered;

FTE Leaves So Far is the total number of FTE years of assisted leave that the applicant has had so far; and

FTE Leave Applied For is the number of FTE years of assisted leave that the instructor is applying for.

The Leave Committee shall give first consideration to applicants in Group I.

Group II

Faculty members eligible for assisted leave who do not qualify for consideration in Group I will be considered in Group II provided they have completed the equivalent of not less than three years or more than seven years of full-time service within the Association; or either 1) a minimum of four years but less than the equivalent of seven years since completing a full-year assisted leave, or 2) a minimum of two years and less than an equivalent of three and one-half years since completing a one-half year assisted leave.

12.4.10.3.2 In determining rank in each group the primary consideration shall be the projected value of the leave proposal to the improvement of University-College service. In the event that two or more applications are considered to be of equal value, those applications shall be ranked in order of seniority of service within the Association or seniority of service since the applicant last received an assisted leave from the

University-College, whichever is the lesser. In the event that two or more applications are considered to have equal seniority, their ranking shall be by a random chance selection procedure.

- 12.4.10.4 The University-College Board shall notify in writing, not later than October 31 all faculty recommended for P.D. leave as to the outcome of their applications. If the application has been refused, the reasons for refusal shall be stated.

- 12.4.10.5 The Chair of the Committee will forward a copy of the approved application(s) to the President of the Malaspina Faculty Association.
- 12.4.10.6 If a faculty member on assisted leave wishes to extend his/her period of absence from duties beyond the scheduled date of return and defer compliance with Article 12.4.5 of the contract, a written request for unassisted leave under Article 12.15 must be made. Such a request must be given in writing and requires at least three (3) months notice.

12.5 SCHOLARLY ACTIVITY

- 12.5.1 The University-College recognizes that Scholarly Activity is important to academic excellence, and is an essential component of the faculty workload.
- 12.5.2 Effective August 1, 1993, the University-College will provide two (2) sections of release time in order to encourage scholarly activity.
- 12.5.3 Effective August 1, 1993, faculty members may apply for a maximum of one section release time per year to the Research and Scholarly Activity Committee. A proposal which outlines the member's plan for scholarly activity shall be submitted to the Research and Scholarly Activity Committee by November 15 for scholarly activity release time the following year. Scholarly activity shall be defined as study and research that is designed to further knowledge in the faculty member's field or fields of expertise, not solely for maintaining currency. The Chair of the Committee will forward a copy of the approved application(s) to the President of the Malaspina Faculty Association.
- 12.5.4 Research and Scholarly Activity Committee
- 12.5.4.1 The University-College and the Association agree to establish a joint committee which shall:
- a) stimulate scholarly research on behalf of faculty through grants from a Research Fund, to which the University-College shall contribute \$5,000 per year;
 - b) review scholarly activity reports from faculty who have been granted time for scholarly activity in accordance with Article 10.11.1 with the aim of protecting the integrity of that provision.

- 12.5.4.2 The Committee shall consist of the Vice President Instruction and the Chair of the Professional Development Committee of the Association as well as three other individuals, one who is appointed by the Vice President Instruction and two others appointed by the Association. The Chair of the Committee will forward a copy of the approved application(s) to the President of the Malaspina Faculty Association.

12.8 SICK LEAVE

- 12.8.1 A regular faculty member shall earn sick leave credits at the rate of 1-1/2 days per month of employment at Malaspina University-College.
- 12.8.2 A temporary faculty member shall earn sick leave credits at the rate of 1-1/2 days per month of employment at Malaspina University-College times the percentage used to calculate his/her salary as per Article 10.2.3.
- 12.8.3 Each regular and temporary faculty member shall contribute one day of sick leave to form a sick leave bank; the University-College shall contribute an equal number of days.
- 12.8.4 Up to 50 days may be drawn from the sick leave bank by a regular faculty member after using all his/her individual sick leave credits. In no event shall sick leave credits be utilized beyond the eligibility for Long Term Disability benefits.
- 12.8.5 Up to 50 days times the percentage used to calculate his/her salary may be drawn from the sick leave bank by a temporary faculty member after using all his/her individual sick leave credits. In no event shall sick leave credits be utilized beyond the eligibility for Long Term Disability benefits.
- 12.8.6 The sick leave bank shall be replenished as needed in the same manner as that described in Article 12.8.3.
- 12.8.7 Withdrawal of 5 days or less from the sick leave bank by any faculty member shall be approved by the Director of Human Resources.
- 12.8.8 Application for withdrawal of more than five days from the sick leave bank by any faculty member shall be made in writing to the Director of Human Resources of the University-College and approved by a

committee, consisting of the Director of Human Resources and two faculty members appointed by the Association.

- 12.8.9 Absence due to illness in the immediate family or, with the approval of the appropriate Senior Administrator, absence due to other circumstances that affect the satisfactory performance of the faculty member, may be charged against the individual's sick leave credits to a maximum of six days per year.

12.9 BEREAVEMENT LEAVE

In the case of bereavement in the immediate family, an employee not on leave-of-absence without pay or layoff shall be entitled to special leave, at the regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five working days.

12.10 MATERNITY, PARENTAL AND ADOPTION LEAVE

12.10.1 Maternity Leave

Maternity Leave of Absence shall be granted. Whenever possible, a written request, specifying the desired period of leave, should be submitted at least 16 weeks in advance of the date on which the leave is to commence to the appropriate Dean, Director or Campus Principal. The duration and other terms shall be decided on an individual basis taking into account individual needs as far as possible, but shall be subject to the following general provisions:

- 12.10.1.1 If the leave of absence shall affect part or all of any semester, the faculty member shall give as much notice as possible to the appropriate Senior Administrator, to allow satisfactory arrangements to be made for any classes involved.
- 12.10.1.2 The leave of absence shall not exceed twelve (12) months.
- 12.10.1.3 Provided that the faculty member continues to contribute his/her share, the University-College shall maintain its share of benefits during the leave of absence, up to a period of six months. In the event that the faculty member does not return to service at the University-College,

he/she shall refund to the University-College an amount equivalent to the University-College contribution to the benefit schemes paid under this article.

- 12.10.1.4 On completion of leave, the faculty member shall resume her faculty position without disadvantage in seniority, salary, or benefits.

12.10.2 Parental Leave

Natural and adoptive parents will be entitled to parental leave. A written request, specifying the desired period of leave, should be submitted whenever possible at least 16 weeks in advance of the date on which the leave is to commence to the appropriate Dean, Director or Campus Principal. The leave shall be subject to the following provisions:

- 12.10.2.1 Whenever possible, parental leave for instructional faculty (exclusive of adoption and maternity leave) shall not begin or end during a teaching semester.
- 12.10.2.2 Combined maternity/parental leave shall not exceed fifteen (15) months for natural mothers, and twelve (12) months for all others.
- 12.10.2.3 The University-College shall maintain its share of benefits during the leave of absence up to a period of six (6) months. Beyond the six month period all benefits, including the University-College's share, shall be the responsibility of the faculty member. The faculty member must make advance payment to the University-College, to ensure continuous coverage.
- 12.10.2.4 Upon completion of leave, the faculty member shall resume his/her faculty position without disadvantage in seniority, salary, or benefits.
- 12.10.2.5 Parental leave for a natural mother must begin when maternity leave expires, unless the University-College agrees otherwise. Parental leave for a natural father must commence within 52 weeks of the child's date of birth. Adoption leave must commence within 52 weeks of the date of adoption.
- 12.10.2.6 In the event that the faculty member does not return to the University-College, he/she shall refund the amount of the premiums paid on their behalf by the University-College during the leave of absence.

- 12.10.2.7 Where both parents are employees of the University-College the total entitlement shall not exceed the six (6) months of benefits entitlement and twelve (12) months of leave, fifteen (15) months in the case of natural mothers as indicated.

12.14 EXCHANGE LEAVE

Exchange leave involves a program whereby a faculty member exchanges, for an extended period of time, his/her position and responsibilities with a qualified person from another institution.

- 12.14.1 A faculty member on Exchange Leave shall gain professionally from the insights into the workings of another institution, and also from the obvious benefits which may result from a change in environment, geography, and personal experience.
- 12.14.2 The Exchange Leave shall normally be for one full semester or for one academic year.
- 12.14.3 The salary of the faculty member on exchange leave shall be paid by Malaspina University-College, and the replacement's salary by the exchange institution. This may be modified, however, in cases where Exchange Leave presents problems of inequities in salary, and the appropriate senior administrator and Board shall then attempt to arrive at a financial arrangement that is feasible and agreeable to all parties.
- 12.14.4 The University-College shall, during the period of Exchange Leave, continue to contribute to the faculty benefit plans which are applicable to the faculty member providing the faculty member continues to contribute.
- 12.14.5 The President shall recommend suitable candidates for exchange leave to the University-College Board.

12.15 GENERAL LEAVE, UNPAID

Non-instructional faculty members may receive, on written application to the appropriate Senior Administrator, permission to be absent from the University-College, without pay.

- 12.15.1 A faculty member may apply for a partial or full release Leave of Absence from the University-College for a maximum period of three (3) consecutive years. Requests should be forwarded to the Coordinator and then to the Dean for comments and recommendation. The request will then be reviewed by the Director of Human Resources prior to final approval from the Vice President Instruction. The decision to grant the leave shall be based on the Standard of Reasonableness. Requests should be submitted to the appropriate Dean, with three (3) month's notice required.
- 12.15.2 Faculty members on a full release leave of absence may maintain their benefit plans by monthly payments of the full faculty and employer shares. Faculty members on a partial release leave of absence shall continue to contribute to the benefit plans as provided in Article 13.
- 12.15.3 Faculty members on a Leave of Absence shall bank their accrued seniority credits earned up until the commencement of the leave. No seniority credits shall be granted for the leave period (except under Article 12.15.4). Faculty members shall lose all seniority credits should they continue their Leave of Absence beyond three years except the case of leaves for serving in public office, as described in Article 12.16, in which case leave can be extended to a maximum of five years plus the intervening months between the next August 1 or January 1, whichever comes first.
- 12.15.4 Upon receiving an approved Leave of Absence (Article 12.15) and before taking said Leave of Absence, faculty shall submit a written description of their plans to the University-College Leave Committee. The University-College Leave Committee shall then determine whether said leave shall be granted "Preliminary Approval as Professional Development Leave of Absence" under the guidelines of Article 12.4.9(v).

Upon the faculty member's return from a Leave of Absence which was given "Preliminary Approval as Professional Development Leave of Absence", he or she shall supply supporting documentation and evidence that the plans were successfully completed to the University-College Leave Committee. The Committee shall review the original application, the supporting documentation and evidence to determine if the leave conformed to the original plans.

Should the Committee determine by simple majority vote, after reviewing the application to confirm and grant the leave P.D. status, the

faculty member shall be given his/her full seniority credits for the period of his/her Leave of Absence.

12.15.4.1 The Leave Committee shall also recommend to the President persons who are given P.D. status shall be eligible for normal increments for the period of the leave.

12.15.5 A one-half year leave of absence shall normally be for a period January 1 to June 30 or the period July 1 to December 31. A full year leave shall be for the twelve-month period following commencement of the leave.

12.15.6 Faculty on unassisted leave must give at least three months notice to the appropriate Dean, Director, or Campus Principal, that they intend to return to the University-College at the predetermined date. The Human Resources Office will note this requirement and quote the relevant contract section on the appointment form initiating the commencement of the leave. As a further step, if notice has not been received four months prior to the expiry of the leave, the Human Resources Office will send notification by certified mail to the last known address provided by the employee outlining the requirement to confirm the return-to-work date. Failure to so notify the University-College by the required date will result in the leave automatically being extended for the subsequent semester. The University-College shall, having extended the faculty member's leave for one semester, inform the faculty member by certified mail, at least four months prior to the end of the extended leave, to their last known address, that their leave has been extended and of the consequences of not providing a written commitment to return at the end of the extended leave.

Should no official written commitment to return to work be forthcoming from the faculty member three months before the end of the extended leave, the faculty member will be deemed to have abandoned their position with the University-College.

12.16 POLITICAL LEAVE

12.16.1 The University-College Board encourages its faculty members to participate in public affairs which benefit society at large; at the same time it wishes to protect the interests of students and faculty at the University-College as well as interests of the public which it serves.

- 12.16.2 Leave for purposes of campaigning for public office shall be granted so long as the interests of any students affected can be adequately protected, in the judgement of the President following recommendation of the appropriate Dean and appropriate senior administrator.
- 12.16.3 Leave for serving as mayor of a municipality, or as a member of Parliament, or as a member of the Legislative Assembly of the Province of British Columbia shall be granted, up to a maximum period of seven years (7) or three (3) consecutive terms, whichever period is shorter. The faculty member's right to return to work shall occur on August 1 or January 1 (whichever comes first) immediately following expiry of the leave.
- 12.16.4 During the leave of absence to hold public office, as for other leaves, a faculty member is not exempt from the normal lay-off considerations as described in this Agreement.
- 12.16.5 Except as otherwise noted, political leave is subject to the provisions of Article 12.15.

13. HEALTH, INSURANCE AND PENSION BENEFITS

Except where provided for by law only regular faculty members and those temporary pro rata faculty members paid under Section 11.1.4.1 shall be eligible for the benefits outlined in this section.

A temporary faculty member who is eligible for the benefit plans who has had pro rata appointments for the four previous semesters and is expected to be reappointed to an eligible appointment in the next following semester shall be eligible for benefit participation for the months of June and July and shall be eligible for the cost sharing in the two month period.

Regular faculty members and those temporary pro rata faculty members who meet the eligibility requirements for participation shall be eligible for the benefits outlined in Articles 13.1, 13.2 and 13.3.

Eligibility requirements for benefit coverage outlined in Articles 13.1, 13.2 and 13.3, include a workload of at least 50% and an appointment length of at least 5 full months; and for benefit coverage outlined in Article 13.4 a workload of at least 50% and appointment length of at least 10 full months.

The Group Benefit Plan Booklet provides additional information on the benefit entitlements identified in this Article.

13.1 MEDICAL SERVICES PLAN (MSP)

Premiums are 100% employer paid.

13.2 EXTENDED HEALTH BENEFITS (includes Vision Care and Emergency Travel Assistance)

To qualify for the Extended Health Benefit Plan, the employee must have medical coverage under a provincial plan. Eligible employees may commence participation on the first of the month following the date of employment.

- a) Extended Health Benefits coverage shall provide for 95% reimbursement for all covered expenses in excess of a \$25

deductible in a calendar year. Covered expenses include, but are not limited to, eligible prescription drugs, ambulance charges and emergency medical expenses while travelling outside Canada. The maximum lifetime benefit is unlimited.

- b) Vision Care coverage shall provide 100% reimbursement for corrective lenses and frames or contact lenses up to a maximum of \$250 per person every 24 consecutive months.
- c) Emergency Travel Assistance coverage shall provide 24 hour assistance to the employee and dependant for locating medical care and arranging medical transportation during a medical emergency occurring almost anywhere in the world..

Premiums are cost-shared by the employer 90% and the employee 10%. [Effective April 1, 2000, premiums will be 100% employer paid.]

13.3 DENTAL PLAN

Eligible employees may commence participation on the first of the month following one full calendar month of continuous employment. The Dental Plan shall provide coverage including:

- a) 100% of basic diagnostic, preventative, restorative and periodontic services (Plan A).
- b) 60% of major restorative services such as crowns, bridges, and dentures (Plan B).
- c) 50% of orthodontia for dependent children (Plan C) to a maximum \$2000 per child.

Premiums are cost-shared by the employer 80% and the employee 20%. [Effective April 1, 2000, premiums will be 100% employer paid.]

13.4 GROUP INSURANCE

Group life insurance, accidental death and dismemberment insurance, and Long-Term Disability Insurance are provided in accordance with the terms of the contract with the insuring company to faculty who elect

coverage.

The amount of insurance coverage and eligibility are shown in the booklet available from the Human Resources Office. Long Term Disability income payments continue to age 65 provided you remain totally disabled. The amount of payment may be reduced by other entitlements received such as WCB, CPP and other group insurance benefits.

13.4.1 Premiums

The University-College contributes 100% of the premiums for life insurance, accidental death and dismemberment benefits for eligible participating faculty members.

The faculty member contributes 100% of the premiums for long-term disability insurance for eligible participating faculty members.

13.7 COLLEGE PENSION PLAN

All employees, including temporary part-time faculty, covered by this agreement are eligible to participate in the College Pension Plan in accordance with the Pension (College) Act. An employee may apply at any time and shall be covered effective no later than the first day of the pay period following application.

13.15 SUBROGATION

Details of all benefit plans shall form part of this agreement. There shall be no reduction in benefits under these plans or increases in premium costs without advance consultation with the committee of Personnel Stewards of the Association. During the term of this agreement neither party shall unilaterally alter the benefits of the plans. The selection of Insurance Carrier shall be made following consultation between the parties.

14. PROTECTION OF EMPLOYEES

14.3 DISCRIMINATION AND HARASSMENT

The University-College and the Association recognize the right of employees to work in, and students to study in, an atmosphere free from discrimination and harassment. All employees and students have the right to employment and equal treatment without discrimination or harassment because of the race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person, or membership or activity in the Faculty Association.

The University-College has further indicated its intention to continue to develop, with faculty, an extensive harassment and discrimination policy, applicable to all employees and students. The University-College has further undertaken that this policy will not be developed without consultation with faculty.

14.5 TECHNOLOGICAL CHANGE

The parties agree to apply the provisions of Section 54 of the 1992 Labour Relations Code except that a significant number of employees shall be defined as one or more regular or temporary pro rata employees. Copies of this legislation are available from the Chief Personnel Steward or Human Resources.

14.8 COPYRIGHT

- 14.8.1 Books, Manuscripts, Papers, Artistic Works, and Lecture Notes, except for those written as a result of a specific directive from the University-College shall remain the property of the authors. Authors shall compensate to the University-College for any such costs incurred by the University-College for the preparation of such materials for the personal use of the author.

- 14.8.2 Software, Audio Visual Materials, and Instructional Materials shall remain the property of the author except those produced as a result of University-College requirements or University-College expectations for the delivery of an instructional assignment which shall remain the property of the University-College.
- 14.8.3 The University-College may, upon written agreement, cede copyright to faculty.
- 14.8.4 The University-College shall pay, to any author or authors, royalties totalling 50% of any net profit for selling any copyright material, unless the material was the result of a specific assignment by the University-College, in which case the University-College shall have full ownership of royalties.
- 14.8.5 Notwithstanding the above provisions, University-College students shall not be charged for any materials produced by instructors except as approved by the appropriate senior administrator.
- 14.8.6 A faculty member may request from the appropriate senior administrator clarification of the copyright status of any work undertaken or to be undertaken by the faculty member which may lead to a copyright. Such requests shall, whenever possible, be made prior to the faculty member undertaking such work.

14.10 LEGAL INDEMNIFICATION

- 14.10.1 Malaspina University-College shall maintain:
- a) The University-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 faculty to the extent liability arises from activities in connection with the University-College; or
 - b) similar general liability insurance, no less effective than the above program as of December 1, 1995.
- 14.10.2 To the extent that such coverage is available, the University-College shall:
- a) exempt and save harmless each current and former faculty

member from any liability action arising from the proper performance of duties for the University-College, and

- b) assume all costs, legal fees and other expenses arising from any such action.

- 14.10.3 Providing the Employer requests the use of tools, reference texts and instruments, and the declared value is recorded in writing with the Dean of Instruction at the time the items are brought on campus, coverage is provided for:

All risks of direct physical loss or damage consistent with policy provisions.

14.14 ACADEMIC FREEDOM

Society benefits from the search for knowledge and its free exposition. Academic freedom is essential to both these purposes in the teaching function of the University-College as well as in its scholarship and research. There shall be no infringement or abridgement of the academic freedom of any faculty member. Faculty members are entitled, regardless of prescribed doctrine, to freedom in carrying out research and in publishing the results thereof, freedom of teaching and of discussion, freedom to criticize the University-College and freedom from institutional censorship. Academic freedom does not require neutrality on the part of the individual. Rather, academic freedom makes commitment possible. Academic freedom carries with it the duty to use that freedom in a fair manner consistent with the scholarly obligation to base research, criticism, and teaching on an honest search for knowledge.

14.15 RETIREMENT

Notwithstanding any other provisions herein, a faculty member's regular appointment shall not extend beyond July 31 of the year subsequent to the faculty member reaching the age of 65 years.

14.22 TEACHING ASSIGNMENTS TO UNIVERSITY-COLLEGE ADMINISTRATORS

University-College administrators, who are given a teaching assignment as part of their regular workload, and receive no extra remuneration for doing so, shall retain their excluded status so long as their teaching load does not exceed one course, with associated seminars and labs. Said administrators shall be required to meet the educational background required of instructors who teach similar courses in the division.

15. GENERAL

15.1 FACULTY ROLE IN CURRICULUM AND PROGRAM DEVELOPMENT

- 15.1.1 It is recognized that faculty involvement in curriculum and program development is vital for the maintenance of the quality of instruction at Malaspina University-College. Further, as faculty are expected to maintain currency within areas of expertise and are provided opportunity to do so, it is essential that faculty are recognized as key players in both curriculum and program change and development.
- 15.1.2 The process of curriculum and program changes and development will involve faculty, coordinators and Deans of Instruction within each program group. Each program group will establish methodology incorporating the above that will satisfy the respective needs of the program or discipline group.
- 15.1.3 The process does not negate the possibility of either program or curriculum changes emanating from other sources but where this does occur the aforementioned group is to have a meaningful part in the curriculum and program development process.

15.2 EARLY RETIREMENT INCENTIVE

- 15.2.1 The University-College may offer, or the faculty member may request a choice of one of the early retirement incentive alternatives described herein provided the faculty member meets the following qualifications:
- a) is age 55 or over
 - b) has a minimum of ten years pensionable service
 - c) is a regular faculty member on continuing appointment at the time of early retirement
 - d) is not eligible for future incremental progression
 - e) retires from his/her regular position

- 15.2.2 A regular faculty member has the right to accept or decline an early retirement incentive offer made by the University-College within thirty days of the offer being proposed.
- 15.2.3 In the event of acceptance of an offer of early retirement, a regular faculty member's date of retirement shall be effective on a date mutually agreed upon between the regular faculty member and the President.
- 15.2.4 During any contract year, the University-College shall accept at least two, but not necessarily more than two, regular faculty members' offer (provided there are any such offers) of early retirement within 30 days of the offer being made. If more than two faculty members apply, and only two early retirements are granted in a given contract year, the administration shall have the right to determine who is granted the early retirement, based upon program need. The regular faculty members and the President shall reach mutual agreement as to the effective date of the retirement.
- 15.2.5 Agreement shall be in writing and shall specify the early retirement date with the incentive option agreed upon.

15.2.6 OPTION A: Lump Sum Payment

The retirement allowance shall be paid in one sum on the date of retirement, or for optimum tax advantage on an agreed upon deferred date, or in twelve equal installments, at the option of the faculty member, and shall be based on scale salary without allowances in the following amounts:

<u>Full Years to Retirement</u>	<u>Pay-out</u>
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

OPTION B:

The retirement allowance based on 20% of one-twelfth of the retiring faculty member's pre-retirement annual salary without allowances shall be paid each month by the University-College into a pre-designated

Registered Retirement Savings Plan or trust fund in the name of the retired faculty to provide at the discretion of the retired faculty, a supplemental pension income upon attaining the age of 65 years. Payments shall commence on the first day of the month coincident with or next following the date of early retirement and shall cease when the retired faculty reaches the 65th birthday. In the event the retired faculty passes away prior to attaining the age of 65, any contributions outstanding shall be payable by the University-College in a lump sum amount to the estate of the deceased. The maximum period of payment shall be sixty months.

OPTION C:

Any other mutually agreed upon plan which takes into account the individual regular faculty member's personal circumstances. Such plan shall not offer an incentive having a monetary value greater than plans A or B.

APPENDIX A: SALARY SCHEDULE

APRIL 1, 1997
BIWEEKLY

APRIL 1, 2000
BIWEEKLY

CATEGORY I

CATEGORY I

1	\$1,300.24	1	\$1,327.55
2	\$1,382.74	2	\$1,411.78
3	\$1,444.65	3	\$1,474.99
4	\$1,501.47	4	\$1,533.01
5	\$1,553.02	5	\$1,585.64
*6	\$1,604.58	*6	\$1,638.28
7	\$1,656.14	7	\$1,690.92
8	\$1,707.68	8	\$1,743.55

FFA COMMON GRID
CATEGORY II

FFA COMMON GRID
CATEGORY II

	STEP	BIWEEKLY		STEP	BIWEEKLY
MIN	14	\$1,682.00			
	13	\$1,739.47	MIN	13	\$1,757.05
	12	\$1,796.94		12	\$1,808.97
	11	\$1,854.41		11	\$1,862.42
	10	\$1,911.88		10	\$1,917.44
	9	\$1,969.35		9	\$1,974.10
	8	\$2,026.82		8	\$2,032.42
	7	\$2,084.30		7	\$2,092.49
	6	\$2,141.77		6	\$2,154.30
	*5	\$2,199.24		*5	\$2,217.97
	4	\$2,256.71		4	\$2,283.49
	3	\$2,314.18		3	\$2,350.96
	2	\$2,371.65		2	\$2,420.43
MAX	1	\$2,429.12	MAX	1	\$2,498.09

* Maximum initial placement in category.

APPENDIX B: MFA SALARY PLACEMENT EXPERIENCE CREDIT DATA SUMMARY

NAME: _____ Instructor _____ Counsellor _____ Librarian _____ Technician _____

START (mo/yr)	FINISH (mo/yr)	% OF FULL TIME	NATURE AND DETAILS OF PREVIOUS WORK	OFFICE USE ONLY	
				1.00	0.50
TOTALS:					

The above information is complete and accurate to the best of my knowledge. A current detailed curriculum vitae is attached or is on file with the Human Resources Office. I understand this information will be used to determine salary placement.

SIGNED: _____
Employee

DATE: _____

NOTES RE INITIAL SALARY PLACEMENT:

1. Initial salary placement will take place upon appointment. Upon reappointment of temporary faculty, salary placement will not take place unless such reappointment occurs more than one academic year after the expiry of the last temporary appointment.
2. Experience directly related to primary assignment will include: teaching for those employed as instructors, counselling when employed as a counsellor, all librarian assignments for those employed as librarians, and all experience as a technician for those employed as technicians.
3. Research at the post-Doctoral level, and/or senior administrative experience in the field of hire or in the public education sector will be included as experience directly related to primary assignment.
4. Teaching assistantships or other similar teaching assignments done while working on a Master's or PhD will not be given extra credit unless the teaching assignment constitutes a full-time workload.
5. Part-time teaching experience will be pro-rated based on a two-semester teaching year. Other part-time work experience will be pro-rated based on a 35 hour work week and 12-month year. In no event shall more than one year experience credit be granted for experience in any 12-month period.
6. Teaching of non-credit courses is not included.
7. The decimal fraction of a year's experience leading to initial salary placement will not be carried forward to salary incremental progression.
8. Only credentials from accredited institutions will be recognized when awarding initial minimum placement and for incremental progression based on completion of Master's or Doctorate degrees.
9. The decision of the Salaries Placement Appeals Committee is final.

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DESCRIPTION OF EXPERIENCE CREDIT CALCULATION:

**APPENDIX D: INITIAL SALARY PLACEMENT FORM TECHNICIANS
CATEGORY I**

NAME: _____ DEPARTMENT: _____ DATE: _____

PART I EDUCATION CREDIT

- a) Highest degree or diploma _____
Institution: _____ Date: _____
- b) Equivalent granted in lieu of degree or diploma: _____
Description of experience used to grant equivalency: _____

INITIAL MINIMUM PLACEMENT: _____ **CATEGORY I STEP** _____

- c) Related Study: _____
1. If Diploma or equivalent, add one step for one year of related study. _____
 2. If Bachelor's degree or equivalent, add one step for one year of additional study, _____
OR two steps for two or more years of additional study. _____

SUBTOTAL EDUCATION CREDIT: (minimum placement plus related study) _____

PART II EXPERIENCE CREDIT (see over for details)

Experience which is used to establish equivalency above cannot again be used for experience credit.

1. Full-time equivalent employment directly related to primary assignment obtained after completion of the first diploma, degree or teaching certificate in the field as defined in Article 11.4.1.7(e).
Date of first diploma or degree: _____
_____ (# of years) x 1.00 _____
2. Full-time equivalent employment related to field, obtained after completion of the first diploma or degree in the field as defined in Article 11.4.1.7(e).
Date of first diploma or degree: _____
_____ (# of years) x 0.50 _____

SUBTOTAL EXPERIENCE CREDIT: _____

TOTAL EDUCATION CREDIT + EXPERIENCE CREDIT = _____

(≥.50 round up; ≤.50 round down)

Note: Normal maximum placement: STEP 6 - CATEGORY I

INITIAL SALARY PLACEMENT: _____ **CATEGORY I STEP** _____

APPEAL: (11.4.3) Any appeal regarding initial salary placement must be initiated within ninety (90) days of commencing duty at the University-College or within sixty (60) days of receiving the placement form, whichever is later. Appeals should be directed to the Salary Placement Appeals Committee Chairman.

Date

Director of Human Resources or Designate

Revised Form: March 1997

NOTES RE INITIAL SALARY PLACEMENT:

1. Initial salary placement will take place upon appointment. Upon reappointment of temporary faculty, salary placement will not take place unless such reappointment occurs more than one academic year after the expiry of the last temporary appointment.
2. Experience directly related to primary assignment will include: teaching for those employed as instructors, counselling when employed as a counsellor, all librarian assignments for those employed as librarians, and all experience as a technician for those employed as technicians.
3. Research at the post-Doctoral level, and/or senior administrative experience in the field of hire or in the public education sector will be included as experience directly related to primary assignment.
4. Teaching assistantships or other similar teaching assignments done while working on a Master's or PhD will not be given extra credit unless the teaching assignment constitutes a full-time workload.
5. Part-time teaching experience will be pro-rated based on a two-semester teaching year. Other part-time work experience will be pro-rated based on a 35 hour work week and 12-month year. In no event shall more than one year experience credit be granted for experience in any 12-month period.
6. Teaching of non-credit courses is not included.
7. The decimal fraction of a year's experience leading to initial salary placement will not be carried forward to salary incremental progression.
8. Only credentials from accredited institutions will be recognized when awarding initial minimum placement and for incremental progression based on completion of Master's or Doctorate degrees.
9. The decision of the Salaries Placement Appeals Committee is final.

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DESCRIPTION OF EXPERIENCE CREDIT CALCULATION:

LETTER OF UNDERSTANDING

UNCONVENTIONAL INSTRUCTION DESIGNATED UNDER 10.2.1.2.1

The listing of cases of unconventional instructional referred to in Article 10.2.1.2.1 of the Collective Agreement is as follows:

Activity Course labs

Administration 250T, 228T, 229T

Agriculture 171T, 172T, 181T, 271T, 272T

Aquaculture and Fisheries 171T, 172T, 173T, 191T, 192T, 271T, 272T

Forestry 201T, 291T, 292T, 293T

Hotel 250T

Music labs, ensembles, individual instruction

Recreation 148T, 151T, 152T, 199T, 202T, 248T, 251T, 252T, 299T

Study Skills labs

These and others which may arise with clear parallels to them, shall be classified as unconventional instruction for purposes of determining maximum workloads under Article 10.2.1.2.1.

LETTER OF UNDERSTANDING

BARGAINING UNIT DEFINITION

The University-College agrees to establish a joint committee provided B.C.G.E.U. and C.U.P.E. are willing to participate. The Committee shall be composed of two representatives each of the Association, B.C.G.E.U., C.U.P.E., and the University-College.

This Committee shall consider any jurisdictional issues related to the description or the Collective Agreement of the Association, B.C.G.E.U., and C.U.P.E. Bargaining Certificates, and attempt to resolve all such matters to the satisfaction of the Association, B.C.G.E.U., C.U.P.E., and the University-College.

INTERIM MEMORANDUM OF AGREEMENT

AREA CHAIRS

This Interim Memorandum of Agreement re Area Chairs will cease to exist at the expiry of the term of this Contract or upon the signing of a revised document by both parties, whichever is sooner.

USE OF AREA CHAIRS

From time to time, developments in an area or changes to Deans' assignments may make it desirable to create an elected Area Chair position. The University-College administration may elect to create new Area Chair positions following consultation with faculty in the area about the need for the position and the appropriate term of the position (see below). All such positions will be posted internally. The position of Area Chair will remain within the appropriate Bargaining Unit.

1. Chairs will be elected by a majority vote of faculty in the area. The Dean and each regular staff member will be eligible to cast a vote. The election will be by secret ballot. In the case of a single candidate, a ballot will be used to ensure that the candidate is supported by a majority of eligible voters.
2. Any faculty member holding a regular position in the area will be eligible to stand for election as Area Chair.
3. The position of Area Chair will be for a period of up to three (3) years, with terms commencing August 1, January 1 or May 1 after consultation with the faculty. Faculty will resume their normal duties at the expiry of their term.
4. Elections of Area Chairs will be held at least six (6) months before the term commences.

RELEASE TIME

Release time for Area Chair positions shall be at least a half-time workload with additional release time by agreement between the two parties taking the following factors into account:

- number of programs/departments for which the chair is responsible
- number of FTE faculty and FTE students in the area
- complexity and demands of the program and responsibilities
- role of the dean

- number of students in the program/courses
- number of faculty in the program/courses
- number of new programs (required or approved), faculty or departments
- degree of collaboration required with other agencies, institutions or certifying bodies
- number, size and diversity of educational service contracts
- degree of planning required in the area (eg. new facilities planning)

JOB DESCRIPTION

When the position of Area Chair falls within the MFA, the duties and responsibilities must not conflict with provisions of the Malaspina University-College/Malaspina Faculty Association Collective Agreement. The job description should be generic, and reflect duties across the University-College; and allow for the job description to be adapted to meet needs of the Area.

The following job description will be effective immediately.

DUTIES AND RESPONSIBILITIES OF CHAIR

1. Budgets:
 - Prepares the capital budgets, annual operating budget, mid-year review and/or other budgets for review by the Dean, who retains responsibility as budget-holder
 - Monitors budget expenditures
 - Has Level 3 operating fund signing authority.
1. Works with Departments to coordinate the faculty hiring process in accordance with the Collective Agreement.
2. Supervises special projects (e.g. B.A. General Degree) as assigned by the Dean.
3. Manages Area office as assigned by the Dean.
4. Represents the Area Faculty at meetings and on internal and external committees as assigned by the Dean.
5. At the Dean's request, chairs Coordinators or Faculty meetings.
6. Coordinates program admission and timetable requirements and initiates changes in cooperation with the Coordinator(s) and the Dean.

7. Assists the Coordinator(s) in arranging faculty replacement as required, in accordance with the Human Resources policy.
8. Assists the Dean and Coordinator(s) in the drafting of instructional policies and procedures.
9. Chairs the Area Workload Committee in accordance with the Collective Agreement.
10. Shares responsibility with the Dean to promote courses and programs.
11. Responsible for the development and management of educational service contracts as required by the Dean.
12. Where there is an elected Chair in accordance with this agreement, Chairs are responsible for faculty evaluation, notwithstanding Article H.3.
13. Coordinates orientation of new faculty in consultation with Departments and the Dean.
14. Consults as required with regional campuses regarding program delivery and management.
15. Student complaints and grade appeals are the initial responsibility of the Chair, who will refer unresolved cases to the Dean.
16. Carries out other duties as agreed with the Dean.

RE MEMORANDUM OF AGREEMENT AND AREA CHAIRS

Notwithstanding the fact that neither party raised this issue in its initial set of proposals we are prepared to agree on a without prejudice basis to the Memorandum of Agreement being repeated in its entirety for the duration of the new collective agreement. This will give us the opportunity to better determine how Area Chairs will fit into the future instructional administrative structure.

Signed: June 12, 1996

LETTER OF AGREEMENT

WORKLOAD AVERAGING LEAVE

WITHOUT PREJUDICE

The Malaspina Faculty Association agrees to the interim arrangement proposed by the University-College as defined and outlined below:

Definition: Workload Averaging Leave is a partial unassisted averaging salary across two semesters available, on the recommendation of a Dean and the approval of the appropriate Vice President, to regular, full-time faculty at the top of their salary scale.

Terms:

1. The University-College will pay its share of health and insurance coverage during the leave providing the faculty member's workload for the academic year is 0.50 or greater.
2. Workload Averaging Leaves can be used to defer, but not prepay salaries.
3. Averaging must be across two semester within an academic year but not across academic years.
4. There must be a minimum of one section of instruction or seven hours per week of non-instructional workload in any term.
5. The provisions of Workload Averaging Leave must be in accordance with any language arising from the provincial Framework Agreement.
6. This provision can be utilized in consecutive academic years to a maximum time period not to exceed the equivalent of three years as provided in F.7.1.1 of the current collective agreement.

This is an interim arrangement subject to review by March 31, 1998.

Signed: July 17, 1996

LETTER OF UNDERSTANDING

RENUMBERING OF COLLECTIVE AGREEMENT

Whereas the parties previously agreed to rearrange the terms of the May 1, 1994 to April 30, 1995 collective agreement between them solely for the purpose of conforming to the CIEA format;

The parties agree as follows:

1. This Letter of Understanding is intended to continue in force through succeeding collective agreements.
2. The changed arrangement of the terms of later collective agreements from the arrangement in the May 1, 1994 to April 30, 1995 collective agreement is not intended by the parties to have any substantive effect or to result in a clause having a different interpretation than it would have had under the May 1, 1994 to April 30, 1995 collective agreement.
3. No arbitrator or arbitration board shall interpret a collective agreement provision differently than it would have been interpreted in the May 1, 1994 to April 30, 1995 collective agreement unless it is for reasons other than the different arrangement or location of clauses in the subsequent collective agreement.

Signed: April 30, 1997

LETTER OF AGREEMENT

FACULTY WORKLOADS

The parties agree that a Joint Committee on Faculty Workloads be struck to collect data on instructional workloads across the bargaining unit, analyze the data to determine whether there are inequities, and make recommendations to both parties for their consideration. Membership of the Committee will be comprised of four members appointed by the MFA and four administrative members named by the Vice President, Instruction.

It is not intended that the outcomes of the Committee's deliberations be:

- a) to reduce some faculty workloads at the expense of others
- b) to reduce FTE student delivery, or
- c) to increase the costs of instruction.

Working within these parameters, the Committee is requested to consider:

1. The language proposed by the MFA in negotiations; "while there are many factors affecting workloads such as marking, assignment preparation, class preparation and the number of different courses an instructor teaches in a given year, the University-College and the Association agree that the appropriate contractual method of determining workloads is by a workload limitation system based on limits to number of distinct sections, number of sections, number of contact hours and student number."
2. The letter of agreement on Biology class sizes and workloads.
3. The issue of equity, using criteria to be developed by the Committee.

The Committee will provide any recommendations to both parties by March 31, 1999, with a view to implementing the changes effective in the 1999/2000 academic year.

Signed: October 30, 1998

LETTER OF AGREEMENT

UPPER LEVEL BUSINESS RELEASE

If the BA Business is implemented in 1999/2000, the upper division release shall be four sections per year for three years starting 1999/2000. Each full-time faculty member teaching a course at the 300 or 400 level in any of the Business Departments will receive one section release over the above three-year period. The section, with the Dean's agreement, may be banked. Faculty shall not receive upper division release time for 1998/1999.

Signed: November 6, 1998

LETTER OF AGREEMENT

IMPLEMENTATION OF STARGARDEN ACCRUAL PROCESS FOR SALARY INCREMENTS

Effective May 1, 1999, all MFA regular and temporary pro-rata faculty will begin to accrue credits towards their next incremental salary increase using the Stargarden accrual process. Under this process, an incremental salary increase will be effective on the first day of the pay period following that date in which the faculty member accrued 1.000 credit towards an incremental salary increase. One credit is equal to one year of full time service and no faculty member shall accumulate more than one credit in one year (Article 6.2.4). In accordance with Article 6.2.2, full-time appointments of 10, 11 and 12 months shall be considered equal and equivalent to one full unit of seniority credit.

Stargarden records will be adjusted to reflect credits earned towards an incremental salary advance during eligible leaves without pay (e.g., maternity leave (Article 12.10.1.4), parental leave (Article 12.10.2.4), internal transfer (Article 6.5.1.2), Association and CIEA leave (Article 2.6.4) and unpaid leaves granted professional development status under Article 12.15.4).

MFA faculty members who received an incremental salary increase effective February 1, 1999 and have earned credits towards their next incremental salary increase prior to April 30, 1999 will have any incremental salary credits accumulated up to April 30, 1999 carried forward as the starting balance for the Stargarden accrual. (NOTE: In order to avoid double counting, this opening balance will be reduced by any credits earned up to April 30, 1999 which were used to qualify for the February 1, 1999 increment under Article 11.8.1.)

MFA faculty members who received an incremental salary increase effective April 1, 1999 will have incremental salary credits accumulated between April 1 and April 30, 1999 carried forward as the starting balance for the Stargarden accrual.

MFA faculty members who were not eligible for an incremental salary increase on either February 1, 1999 or April 1, 1999 as a result of not having accrued sufficient incremental credits, will have those incremental salary credits accumulated up to April 30, 1999 carried forward as the starting balance for the Stargarden accrual process.

The second to the last sentence in Article 11.8.1 ("Increments earned from November 1 to April 30 shall be implemented February 1; increments earned May 1 to October 31 shall be implemented August 1.") will be replaced with, "An incremental increase will be effective on the first day of the pay period following that date in which the employee accrued 1.000 credits towards an incremental salary increase."

Signed: June 24, 1999