



**UNIVERSITY COLLEGE  
of the FRASER VALLEY**

# **Collective Agreement**

**between the University College of the Fraser Valley**

**Faculty and Staff Association and the University**

**College of the Fraser Valley Board**

**April 1, 1998 - March 31, 2001**

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AGREEMENT

BETWEEN: THE UNIVERSITY COLLEGE OF THE FRASER VALLEY BOARD

AND: THE UNIVERSITY COLLEGE OF THE FRASER VALLEY FACULTY AND STAFF ASSOCIATION

**ARTICLE 1: THE AGREEMENT**

**1.1 Parties to, and Purposes of, the Agreement**

The parties to this Local Agreement, the UCFV Board and the UCFV Faculty and Staff Association:

- (a) desire to promote fair and proper conditions and terms of appointment for employees;
- (b) recognize that the essential functions of UCFV are to provide a wide range of educational programs for students of various talents and interests, to extend the opportunity for continuation of post-secondary education, and to provide a program of continuing education for the use of the community, and that the performance of these functions is enhanced by regular, harmonious relations, and by the peaceful and amicable settlement of disputes and misunderstandings.

The Common Agreement. The parties to this Local Agreement are also parties to the Common Agreement negotiated between The Employers Bargaining Committee on behalf of member post-secondary educational institutions in B. C. and The Provincial Bargaining Council on behalf of member CIEA and BCGEU unions. The UCFV Board and the UCFV Faculty and Staff Association acknowledge that the provisions of this Common Agreement together with the locally bargained provisions described herein, do constitute the Collective Agreement between these two local parties.

**1.2 Definitions**

**Academic Assistant/Educational Advisor:** Employees in these positions are designated to be part of the faculty bargaining component.

**Academic Year:** A period of one (1) year beginning on August 1 and ending on July 31.

**Administrator:** A Supervisor not included in the bargaining unit.

**Agreements**

- (i) **Local Agreement:** An agreement resulting from collective bargaining between The Association (UCFV -FSA) and the College (UCFV-Board).
- (ii) **Common Agreement:** An agreement resulting from collective bargaining between The Employers Bargaining Committee on behalf of member post-secondary educational institutions in B. C. and The Provincial Bargaining Council on behalf of member CIEA and BCGEU unions.

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(iii) **Collective Agreement:** The provisions of the Common Agreement and the Local Agreement together constitute the Collective Agreement between the Association and the College.

**Appointment Year:** Any period of three hundred and sixty-five (365) consecutive calendar days, commencing on the first work day of an employee's appointment, or on such other date as may be specified at the time of the appointment.

**Association:** The UCFV Faculty and Staff Association (Fraser Valley College Faculty and Staff Association).

**Auxiliary Employee:** Any employee appointed for an unspecified period on a day-to-day basis, whether for a full day or part of a day, normally for the purposes of substitution for other employees for reasons of illness or leaves of short duration, or other emergency circumstances. This category of employee is not included in the bargaining unit as defined in Article 2.1, and is not covered by this Agreement.

**B\* Contract:** A limited part-time contract normally awarded for a 25% position (the equivalent of one course per semester), and restricting the employee's right to workload top-up to that of a RPT < 50%.

**Bargaining Unit:** The unit for which the Association is certified by the British Columbia Labour Relations Board and described in Article 2.1, Bargaining Unit Defined.

**BCGEU:** British Columbia Government Employees Union: a union including post-secondary institute employees participating as parties to the Common Agreement.

**Bumping (Displacing) Rights:** "Bumping rights" or "displacing rights" refers to the rights of an employee who is the subject of a layoff, to use his/her College seniority to claim another job within the service of the College, subject to the qualifications and conditions provided in this Agreement.

**College:** University College of the Fraser Valley; UCFV Board; Board; the Employer.

**College Seniority:** "College seniority" or "seniority" shall be defined as an employee's total length of service with the College as a regular employee, as calculated in Article 17.1 (Calculation of Seniority).

**Committee of Officers:** The Committee of Officers of the Association as defined by the Constitution of the Association.

**Consultation:** "Consultation" shall be understood to mean a process through which the College will deliberate with the Association (Executive) with regard to some specified issue or matter. In the context of this Agreement, the consultation process is intended as a vehicle through which the College will seek the advice or opinion of the Association, and through which the parties may make known their respective views and opinions, but it is not intended to connote consensus or mutual agreement.

**Continuing Education Programs:** All programs and courses administered through the office of Continuing Education.

**CE Employees:** Any UCFV employee hired for the instruction, administration or support of CE programs except those hired on base-funded positions.

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**CE Instructors ( Type I: Non-Accredited Courses):** Instructors of short duration non-credit courses. These courses are typically designed or introduced to UCFV by non-UCFV employees and provided to the community on a strict cost-recovery basis.

**CE Instructors (Type II: Certificate Related Courses):** CE instructors who issue certificates, instruct in courses leading to certificates, or teach courses that provide transfer credit to certificate programs.

**Steady CE Instructors (Type I or II):** CE instructors who have previously taught 250 hours in an academic year, and not less than 150 hours per year since that time.

**Contracted CE Employees:** CE employees (instructors or staff) hired through their companies or agencies, not as individuals (administered through Contracts for Provision of Services).

**CE-RPT Employees:** Instructors and staff members hired for a term contract (typically several months) funded by an outside agency. Contracts may be renewed periodically by the funder (e.g. HRDC, BC Forest Renewal, Starting Points contracts.)

**CE Base-Funded Positions:** Administrators, staff, and instructors of programs whose positions are funded within UCFV's base budget.

**CIEA:** College Institute Educators Association; a union of post-secondary institute employees participating as parties to the Common Agreement.

**Coordinator:** An employee assigned by the Employer with the specific responsibility to coordinate the work of employees in a College program or department.

**Director:** A professional employee assigned by the Employer primarily to direct the work of a specific department or work group such as Learning Resources, Computer Services, Trades Training and paid according to the DI, DII or DIII salary schedule described in Article 22.7.3 (Directors' Schedules).

**Employee:** A regular employee of the College.

**Employer:** UCFV Board (University College of the Fraser Valley Board).

**Faculty:** Regular employees appointed to the positions of instructor, librarian, counsellor, or other equivalent position.

**Grievance:** A grievance shall be defined as any dispute or controversy between the College and the Association in respect to any matter involving the interpretation, application or administration of any provision of this Agreement; any matter involving the alleged violation of this Agreement; or any question as to whether any matter is grievable or arbitrable.

**Instructional Administrators:** Administrators responsible for supervising instruction, including Instructional Deans and Vice Presidents of Academics.

**Joint Committee:** A committee with representation from the Association and the Employer which meets according to terms of reference described in the Agreement, and makes decisions by consensus of the parties rather than by majority vote.

**Layoff:** The involuntary cessation of employment or involuntary reduction of an employee's number of hours at work, by the College, for reasons which do not include dismissal, suspension, leave of absence, short term disability leave, long term disability leave or resignation.

**Leave:** Leave of absence from duties with the permission of the Employer, either with or without pay.

**Lockout:** The closing of the College or any of its facilities, a suspension of the work of its employees, or a refusal to continue to employ a number of its employees, done to compel its employees to agree to the terms of a collective agreement or to conditions of employment by the College.

**President:** The Chief Executive Officer of the College.

**Regular Employee:** Any employee in one of the following categories:

- (i) Type A Appointments - an appointment, either full or part-time, to a staff position for an indefinite term.
- (ii) Type B Appointments - an appointment, either full or part-time, to a director or faculty position for a fixed term of one (1) appointment year or more.
- (iii) Part time 50% or greater Appointments - An appointment to a director, faculty or staff position for a fixed term not to exceed one (1) appointment year. The application of these appointments is governed by the provisions of Article 31.

**Regular Part-time less than 50% Faculty Employee:** Any employee whose contract is for less than fifty percent (50%) of an annual duty load, but greater than 219 hours.

**Regular Part-time less than 50% Staff Employee:** Any employee who is employed for less than fifty percent (50%) of an annual duty load, but greater than 140 contracted hours.

**Scholarship and Scholarly Activity:** These activities include, but are not necessarily limited to, writing and publishing of books, articles and training or user manuals; conducting research; presenting workshops; presenting papers or being a panel member at a conference; developing media resources such as computer software or video or slide material; compiling scholarly bibliographies and annotated resource lists; reviewing journals, books or productions; translating material of scholarly interest; developing innovative teaching techniques; course development for new course offerings; creating a work of art such as a sculpture or painting, producing/directing a play, or writing a novel; and inventing or enhancing a piece of equipment or a physical instrument. The product of scholarly activity is expected to be presented in appropriate forums, such that others may benefit from it.

**Sessional:** An employee who instructs one (1) course in a semester. If re-hired to instruct in another semester, the employee becomes a Regular Part-time Faculty Employee. If two complete semesters have passed since the employee's original contract, the employee remains a Sessional employee. Sessionals are excluded from the Collective Agreement, except Articles 1.2, 7, 12, 13.5, 15, 16, 17 and 22.

**Semester-based Programs:** Those instructional programs offered in two semesters, each semester normally including fourteen weeks of instruction and a final examination period, scheduled between the dates of September 1 and April 30.

**Senior Administrator:** Any one of the President, Vice-presidents, Bursar, or Deans.

**Shop Steward:** A member of the bargaining unit designated as shop steward and selected by the Association to act as an Association representative in matters such as the grievance procedure, initial contract interpretation, and other duties as assigned by the Association.

**Staff:** Regular employees appointed to positions other than those of faculty or director.

**Strike:** A cessation of work, or a refusal to work, or a refusal to continue to work, or an act of omission that is intended to, or does, restrict or limit services by members of the bargaining unit, in combination or in concert, or in accordance with a common understanding, for the purpose of compelling the Employer to agree to the terms of a collective agreement, or to conditions of employment by the College.

**Student Workers:** Current UCFV students who are hired under Article 31.8 in limited employment roles, excluded from the Association.

**Supervisor:** An employee with the specific responsibility assigned by the Employer to supervise other employees.

**Temporary Vacancy:** A position which is unoccupied due to a leave of absence. Temporary vacancies will be filled as in Article 13 (Vacancies Within the Bargaining Unit).

**Vacancy:** An unoccupied position within the bargaining unit. Vacancies will be filled as in Article 13 (Vacancies Within the Bargaining Unit).

**Work Day:** Any day for which a particular employee is entitled to receive straight time earnings from the College for work performed, paid leave, statutory holidays, or annual vacations. The expression does not suggest a work day of any particular duration. Rather, the duration of any particular work day depends upon the type of appointment held by the employee, and the applicable provisions of the Agreement.

### 1.3 Impact of Legislation: Existing and Future

- (a) The parties recognize and agree that they cannot be obligated or bound by any term, condition or provision which would be contrary to any applicable existing or future federal or provincial legislation, or regulations passed pursuant to such legislation. In the event that any term, condition, or provision, or part thereof, which is incorporated into this Agreement, whether by inadvertence, error, or misunderstanding, is in fact or in law contrary to such applicable federal or provincial legislation or regulations, then such term, condition or provision or part thereof is void and of no effect.
- (b) In the event that any applicable existing or future federal or provincial legislation makes invalid any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement.
- (c) The parties agree that they will comply with any applicable existing or future federal or provincial legislation or regulations passed pursuant to such legislation.
- (d) Where it is argued that an employee's rights under relevant statutes are being violated, the first recourse of the employee may be through the grievance procedure.

- (e) In addition to the provisions of this Agreement, those statutes and regulations that come within the jurisdiction of the Ministry of Labour of British Columbia, and also the Human Rights Act of British Columbia, will govern employer-employee relations.

#### **1.4 Use of Singular Terms**

Wherever the singular is used, the reference shall include the plural where the context so requires.

## **ARTICLE 2: ASSOCIATION RECOGNITION AND RIGHTS**

### **2.1 Bargaining Unit Defined**

The bargaining unit shall consist of all regular employees of UCFV, with the exception of the following:

- President
- Dean of Applied Programs
- Dean of Academic Studies
- Dean of Educational Support
- Dean of Access & Continuing Education
- Dean of Finance and Administration (Bursar)
- Dean of Employee Relations
- Associate Dean of Institutional Development
- Director of Financial Systems
- Director of Facilities Services
- Director of Community Relations & Development
- Director of Materials Management
- Executive Secretary to the President
- Executive Assistant to the College Board
- Administrative Assistant to the Dean of Career Programs
- Administrative Assistant to the Dean of Access & Continuing Education
- Administrative Assistant to the Dean of Academic Studies
- Employee Relations Coordinator

Auxiliary employees are excluded from the bargaining unit.

The parties may, from time to time and by mutual agreement, exclude additional positions from the bargaining unit as managerial or confidential positions.

### **2.2 Recognition of the Bargaining Agent**

The College recognizes the Association as a trade union pursuant to the Labour Code of British Columbia, with all rights and responsibilities attendant upon such status. More particularly, the College recognizes the Association as the exclusive bargaining agent for all members of the bargaining unit.

### **2.3 No Other Agreement**

No employee covered by the Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which conflicts with the terms of this Agreement.

### **2.4 Recognition of Representatives**

The Employer recognizes the Committee of Officers of the Association for the purpose of relations between the Employer and the Association arising out of this Agreement. No employee or group of employees shall represent the Association at meetings with the Employer without proper authorization of the Committee of Officers.

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FSA

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Board

**2.5 Association Activities**

- (a) Employees who are members of the Committee of Officers of the Association may be allowed up to four (4) hours per month to attend Association meetings. It is understood that meeting times will be negotiated with the employee's supervisor so as not to disrupt the operation of the College. Hours may not be accumulated from month to month.
- (b) In any one (1) contract year, all members of the Association shall be allowed to attend up to two (2) general meetings of the Association during College hours.

**2.6 Leaves of Absence: Association Business**

- (a) For purposes of releasing employees to conduct business for the Association, the College will grant paid leaves of absence to employees, subject to the following conditions:
  - (i) where possible, requests for such leaves will be made in writing by the FSA President to the President within five (5) working days of the AGM or the date of the person being elected or appointed, and the request then is relayed to the relevant departments, the departments notify the FSA of the names of any replacements who will be offered contracts, and the FSA submits to the Dean of Employee Relations a request for contract.
  - (ii) a request must specify whether it is for full-time or proportional leave, and
  - (iii) in any calendar year, the following FSA executive positions will be granted such leaves:
 

President	Contract Chair
Faculty Grievance Chair	Staff Grievance Chair
JCAC Chair	Communications Chair
One other Executive position to be determined as needed	Secretary-Treasurer

Two (2) such leaves may be for full-time release, but the other such leaves must not exceed one-half (1/2) of a full-time release each, and

  - (iv) the College must be satisfied that the granting of a particular request for leave would not be in conflict with or disruptive to the operation of the College, and
  - (v) such leaves will not be unreasonably denied.
- (b) In the event that the College deems it necessary to provide a replacement for an employee who is granted a leave under this Article, whether such replacement is by substitution, transfer, or by hiring, the Association will pay all resulting costs for the person last hired in the sequence of replacements which fill the temporary vacancy. Such costs will include wages, benefit premiums, statutory holiday pay, vacation pay and payroll burdens which attend the replacement. It is understood that the College neither makes a savings nor experiences a loss in this replacement process.
- (c) The one-quarter full-time per annum release entitlement will be equivalent to twenty-five percent of a top of scale faculty salary.

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Board

**2.7 College Board Information**

Both the Employer and the Association will furnish, in advance, copies of their respective Agenda and other public information assembled for their regular meetings. Approved Minutes of regular meetings of the Association and of the Board will be exchanged. The Association shall have a place on the Agenda of all public College Board meetings.

The Board will provide to the Association, upon request, details of approved budgets and a summary of the proposed budget.

The Board will forward a copy of any newly implemented or revised College policy statements dealing with conditions of employment, immediately that such policy statements are adopted by the Board.

**2.8 Continuing Discussions**

Subject to this Agreement, the Employer agrees to continue to discuss practices relating to members of the bargaining unit that traditionally have been the subject of consultation and discussion.

**2.9 Use of College Services**

The Employer agrees to provide the Association access to College services such as typing, postage, copying, and supplies.

The Association agrees to reimburse the Employer for services at cost to the College.

**2.10 Copies of Contract**

The Employer shall provide a copy of this Collective Agreement to each employee within twenty (20) work days of entry into force of this Agreement as described in Article 10 (Entry Into Force), unless unusual circumstances make this impossible. In such an event, the Association will be notified of the problem as soon as possible, and in any case fifty (50) copies of all negotiated contractual changes will be supplied to the Association within ten (10) College working days of entry into force of this Agreement, as described in Article 10.

**2.11 Job Description**

The Employer shall provide each staff member with a copy of his or her current job description.

**ARTICLE 3: CHECK-OFF OF ASSOCIATION DUES AND MEMBERSHIP IN THE ASSOCIATION**

**3.1 Condition of Employment of New Employees**

The Employer shall make it a condition of employment of new members of the bargaining unit that each such member shall pay to the Association an amount equal to the monthly membership dues in the Association fixed in accordance with its Constitution.

**3.2 Employees Hired Before April 1, 1976**

Employees hired before April 1, 1976, and who were not members of the Association at that date may be exempt from payment of membership dues to the Association, except where such employees have given a written assignment of a portion of their salary equal to the membership dues in the Association.

**3.3 Employer Shall Acquaint New Employees**

The Employer shall acquaint new employees with the fact that a collective agreement is in effect. New employees shall be presented with a copy of the Agreement, an Association membership application card, and an Association dues check-off card. The dues check-off card is to be signed by the employee and returned to the Employer immediately.

**3.4 Deductions**

Deductions shall be made monthly in the second payroll period of each month for membership dues and for any assessments levied by the Association. Deductions shall be considered as owing in the month for which they were so deducted.

The Employer shall, within one (1) month, forward to the Association the total amount of deductions collected, together with a list of employees from whom deductions were made in that month, and with the amounts deducted from each employee.

The Association shall advise the Employer in writing of the amount to be deducted until changed by further written notice to the Employer by the Association.

## ARTICLE 4: EMPLOYER RIGHTS

### 4.1 Employer Rights and Direction of Work Force

- (a) The management of the College and the direction of the working forces, including the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer, except as may be otherwise specifically provided in this Agreement. The Association agrees that all employees shall be governed by all policies adopted by the Employer and implemented by the Administration, and published to employees on bulletin or notice boards or by general distribution, provided such policies are fair, reasonable and are not in conflict with this Agreement.
- (b) Where FSA members are expected to assume administrative responsibilities for faculty members, for example when serving as Department or Program Heads, their role in supervising colleagues shall be limited to an advisory or formative capacity. Disciplinary actions and evaluation issues of a negative nature constitute direction of the workforce and must be taken by the appropriate Deans.

No FSA member who has acted in an advisory or formative capacity during the informal resolution of a conflict shall act as an adjudicator or as a witness to the formative or advisory activities in any subsequent disciplinary process.

### 4.2 Employment Qualifications

- (a) In relation to employment within the College, it lies with the College to determine whether a candidate for first employment, or an existing employee, has the skills, qualifications and abilities which are required to assume a position and perform the tasks involved in that position. This determination by the College will arise in a variety of employment circumstances, including the filling of vacancies on a temporary or permanent basis, promotions, transfers, substitutions, return from long term disability leave, and in connection with layoff, recall and bumping.
- (b) In cases where layoff, recall or bumping are not involved, the Selection Advisory Committee process as per Article 13 (Vacancies Within the Bargaining Unit) shall be used subject to (c), (d), (e) and (f) below.
- (c) In making determinations about the qualifications, abilities and skills of an employee or of a candidate for employment, the College is obligated to make judgments based on fair and objective standards. The College must not treat any employee or candidate for employment in a manner which is arbitrary, discriminatory, capricious or unreasonable.
- (d) The determinations of the College must be made within the parameters of the requirements of the applicable job description, and the relevant selection criteria established for the position.
- (e) Copies of the applicable job description and relevant selection criteria of Type "A" and Type "B" posted positions shall be provided to the Association. The job description will be sent with the posting notice and the selection criteria shall be given to the appropriate Grievance Chair by Employee Relations as soon as possible after the SAC has set the criteria and prior to interviews being held.
- (f) When new positions are created or existing positions have changes to duties, education, or experience, the Associate Vice President of Student and Employee Services and an FSA member of the JCAC will meet to review the position prior to circulation to determine in which pay group the position should be placed.



**ARTICLE 5:           TERM OF THE AGREEMENT**

This Agreement shall come into effect as of the signing date of the completed Agreement and shall expire as of March 31, 2001. Where the parties undertake to renegotiate this Agreement in accordance with Article 6 (Renegotiation of the Agreement), the provisions of this Agreement shall continue in force and effect until a revised Agreement is concluded, or the right to strike or lockout accrues and is exercised, whichever first occurs.

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FSA

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Board

## **ARTICLE 6: RENEGOTIATION OF THE AGREEMENT**

### **6.1 Call for Renegotiation**

The Association or the College may, by written notice given within the last four (4) months of the Agreement, call on the other party to renegotiate this Agreement.

### **6.2 Representation**

In the event there is a call to enter into renegotiation of this Agreement, the party calling for negotiations shall advise the other party of the person(s) who shall represent it in negotiations, and in reply the other party shall advise the party calling for negotiation of the person(s) who shall represent its interests.

### **6.3 Options on Expiry of Agreement**

If an agreement has not been reached on all items by the expiry date of this Agreement the parties may, by mutual agreement, submit unresolved matters to a third party for resolution, or either party may employ whatever economic sanctions as may be lawful.

### **6.4 No Strike/No Lockout During Term**

The Association shall not declare, authorize, ratify or in any way participate in a strike during the term of this Agreement, and no employee shall strike during that period.  
The Employer shall not lock out its employees during the term of this Agreement.

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Board

## **ARTICLE 7: GRIEVANCE PROCEDURE**

### **7.0 Definition of a Grievance**

A grievance shall be defined as any dispute or controversy between the College and the Association in respect to any matter involving the interpretation, application or administration of any provision of this Agreement; any matter involving the alleged violation of this Agreement; or any question as to whether any matter is grievable or arbitrable.

### **7.1 Informal Resolution**

- (a) Every effort shall be made to resolve problems through informal channels before using the formal process. The affected employee must request a meeting with the appropriate supervisor in an attempt to discuss and resolve the issue before a grievance is initiated. The Area Shop Steward or appropriate Grievance Chair may attend the meeting at the request of the affected employee or the supervisor.
- (b) Any informal resolution of a grievance or complaint shall be consistent with this Agreement. If the Association is of the opinion that a complaint has been informally resolved in a manner inconsistent with the terms of this Agreement, then the Association may grieve the resolution.

### **7.2 Procedures: Initiation of a Grievance**

- (a) All formal grievances filed on behalf of employees must be initiated by the Association.
- (b) Except where specifically provided by other provisions of this Agreement, all grievances will commence at Step One. Thereafter, the subsequent steps will be followed sequentially unless a grievance is resolved, withdrawn, or otherwise disposed of, or unless the parties otherwise specifically agree to handle a particular grievance in a different manner.

### **7.3 Step One**

- (a) In the first step of the grievance procedure, the Area Shop Steward or the appropriate Grievance Chair will submit written notice of grievance to the appropriate supervisor and forward a copy of the same to the Employee Relations Office. The written notice will state the facts giving rise to the grievance, identify the provisions of the Agreement alleged to be violated, and indicate the remedy requested. After receipt of the written notice, the supervisor will schedule a meeting within ten (10) work days with the Area Shop Steward or Grievance Chair to discuss and attempt to settle the dispute. The affected employee has the right to be present at the meeting.

- (b) Step One ends at whichever of the following dates occurs first: Step One ends twenty (20) work days from the date of the occurrence of the grievable event, or from the date on which knowledge of the grievable event can reasonably be attributed to the affected employee; or Step One ends within five (5) work days after the meeting between the supervisor and the Area Shop Steward or Grievance Chair as specified in Article 7.3(a) above. This step will end in one of the following ways:
  - (i) the dispute is resolved between the Association and the appropriate supervisor, or
  - (ii) the dispute is not resolved and the Association submits the grievance in writing to Step Two of the grievance procedure, or
  - (iii) the Association decides not to pursue the grievance any further.

**7.4 Step Two**

- (a) The appropriate Grievance Chair of the Association, or representative, will submit a written notice of the grievance to the President, who may designate an administrator to respond to it.
- (b) The President or designate must hold a meeting within five (5) work days with the affected employee's immediate supervisor, the Grievance Chair or representative, and the employee if the employee wishes to attend.
- (c) Within five (5) work days of this meeting, the President or designate must, in writing, inform the Association of the decision and the reason for the decision.

**7.5 Step Three**

- (a) If the Association wishes to pursue the grievance beyond Step Two, the grievance will be submitted in writing to the Agreement Committee within five (5) work days of the decision of the President.
- (b) The Agreement Committee will meet within five (5) work days and shall, within ten (10) work days of the meeting, render in writing a recommendation to the President and the Association.

**7.6 Step Four**

If either party wishes to pursue a grievance beyond Step Three, the arbitration procedure (Article 8: Arbitration) shall be initiated within five (5) work days of the date on which Step Three is completed.

**7.7 Policy Grievance**

- (a) Where either the Association or the College disputes the general application, interpretation, or alleged violation of an article of this Agreement, the dispute will be presented directly to the Grievance Chair of the Association, or to the President or designate.

- (b) The Grievance Chair of the Association and the President or designate must call a meeting within five (5) work days in order to discuss the grievance.
- (c) Within ten (10) work days of this meeting, the responding party must answer the grievance in writing, giving reasons for the position or the decision.
- (d) Where no satisfactory agreement is reached, either party may refer the dispute to arbitration (Article 8: Arbitration), provided that notice of the reference to arbitration is given to the other party within five (5) work days of the receipt of the position or decision provided by 7.7(c).

**7.8 Time Limits and Procedures**

- (a) The time limits and procedures fixed in this grievance procedure may be altered by mutual consent of the Association and the College. No reasonable request for alteration of time limits will be refused by either party, as for example, when the principals to a grievance are unable to meet within prescribed time limits due to scheduled vacations.
- (b) In the event that the College does not respond to a grievance within the specified time limits, the Association may require that the grievance proceed to the next step.
- (c) In the event that the Association does not respond to a grievance within the specified time limits, the grievance will be deemed to have been withdrawn.

**7.9 Grievor Error Without Prejudice**

No grievance shall be denied in the event the affected employee or the Association errs in reference to the section of the Agreement cited.

## **ARTICLE 8: ARBITRATION**

### **8.1 Arbitration of Grievance**

Any grievance may be referred to arbitration according to Article 7.6 (Step 4, Grievance Procedure) or to Section 96(1) of the Labour Code, after the grievance procedure has been exhausted as provided in Article 7 (Grievance Procedure).

### **8.2 Initiation of Arbitration**

The party wishing to initiate arbitration shall notify the other in writing of the question(s) to be arbitrated and the name and address of its chosen representative on the arbitration board. After receiving such notice and statement, the other party shall, within eight (8) work days, appoint its representative on the arbitration board and give notice in writing of such appointment to the other party. Such representatives shall endeavour to select a third member who shall be Chair. Should the representatives fail to select such a third member within eight (8) work days from the appointment of the last representative, either party may request the Minister of Labour of the Province of British Columbia to appoint a Chair. Expenses and compensation of the representatives selected by the parties shall be borne by the respective parties. The expenses and compensation of the Chair shall be shared equally between the parties.

### **8.3 Reference to Single Arbitrator**

Notwithstanding the provisions of Article 8.2 preceding, the parties may, by mutual agreement, refer an unresolved dispute to the binding decision of a single arbitrator. In such instances, if the parties are unable to agree on a mutually acceptable arbitrator within eight (8) work days of their joint decision to refer the matter to a single arbitrator, either party may ask the Minister of Labour to make the appointment. The expenses and compensation of a single arbitrator shall be shared equally between the parties.

### **8.4 Report of Arbitration Board**

Within ten (10) work days following the establishment of the board of arbitration, it shall report its decision on the grievance. The majority decision of the board shall be final and binding on all persons bound by this Agreement.

### **8.5 Decision of Arbitration Board**

The decision of the arbitration board shall be final and binding on both parties.

The arbitration board shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

**ARTICLE 9:            RATIFICATION OF AGREEMENT**

The Association undertakes to submit this Agreement and any amendments subsequently made to it, and each Agreement negotiated pursuant to Article 6 (Renegotiation of the Agreement) herein which together constitute a collective agreement, to the members of the bargaining unit who are members of the Association, for ratification by a majority of those voting in a mail ballot or in a secret ballot at a general meeting.

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Board

**ARTICLE 10: ENTRY INTO FORCE**

This Agreement and each Agreement negotiated pursuant to Article 6 (Renegotiation of the Agreement) shall enter into force upon signature by the Chair of the UCFV Board and the President of the UCFV Faculty and Staff Association, following ratification by the Board and ratification by the Association in accordance with Article 9 (Ratification of Agreement) above.

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Board

**ARTICLE 11: AMENDMENTS**

Amendments to this Agreement may be negotiated at any time where the parties jointly agree:

that legislation adopted by the Province of British Columbia or the Government of Canada subsequent to the signing date of this Agreement necessitates immediate revisions to the Agreement, or  
that the College finds itself unable to obtain sufficient funds to meet its commitments under the provisions of this Agreement, or  
that for any other reason, the Agreement requires amendment because of other circumstances not extant or contemplated as of the signing date of the Agreement.

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FSA

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Board

## **ARTICLE 12: EMPLOYEE RIGHTS**

### **12.1 Personnel Records**

Employees desiring to view their own personnel records, including evaluation reports, employment records and financial records, will file a written request with the Associate Vice President of Student and Employee Services or designate. The Associate Vice President or designate will then arrange, within a reasonable period of time but not more than five (5) work days, to review the employee's personnel file with the employee at a time convenient to the employee, the Associate Vice President or designate, and the College.

An employee's personnel file will not be opened to unauthorized personnel, except with written permission of the employee. Unauthorized personnel shall be defined as all except the employee, the President, Senior Administrators, their Secretaries, Directors, Payroll Supervisor, Associate Vice President of Student and Employee Services or designate, or a person with a court order.

An employee will be notified in writing within five (5) work days whenever material or information of a detrimental nature is added to his or her personnel record.

If an employee is re-evaluated pursuant to Article 15.2(c) (Evaluation Criteria and Procedures), the employee will have the original evaluation permanently removed from his or her personnel record if he or she so requests.

Where appropriate, material will be removed from an employee's file in accordance with Article 16.6 (Termination and Discipline: Use of Personnel File Material).

### **12.2 Picket Line at College Premises**

The refusal of a member of the Association to cross a legal picket line established by a bona fide trade union will not, of itself, constitute a violation of this Agreement.

### **12.3 Indemnity**

- (a) The College will not seek indemnity against an employee, and will provide legal assistance to an employee (and will pay any judgement against the employee) for actions that result in a judgement against the College or the employee, providing the employee was not acting in contravention of established College policy and was acting in good faith as an agent of the College. In any event, the College will make a decision on whether or not to take action against an employee only after consultation with concerned parties by means of an ad hoc joint committee. The joint committee shall consist of four (4) members, two (2) selected by the College and two (2) selected by the Association.
- (b) College employees engaged in conducting or assisting in the operation of Study Tours and other College-sanctioned activities as agents of the College are included in Clause 12.3(a) (Indemnity).

Upon request, the College shall provide each employee planning to conduct or assist in the operation of a Study Tour or other College sanctioned activity with a copy of the appropriate College insurance coverage and will make the employee aware of his or her protection and possible liability under the College insurance coverage.

## 12.4 Academic Freedom

University College of the Fraser Valley is committed to the belief that the exchange of knowledge and ideas in an environment of intellectual freedom is the indispensable foundation of all education.

"Academic Freedom" is one means to ensure that an environment of intellectual freedom is sustained. Academic freedom includes the right of all members of the Association to inquire, teach, do research, discuss, study, publish, create and exhibit without hindrance or restriction by UCFV.

Within the broad framework of academic freedom affirmed above, and without limiting the generality of the concept, academic freedom includes:

- (a) **Freedom to Teach** A faculty member is entitled to freedom in the classroom in discussing the curriculum. He or she has the right to introduce any topic or viewpoint related to the curriculum or to the education of students in the subject. The faculty member has the individual right and responsibility to determine course content and textbooks subject to written departmental policy. The faculty member has the right and responsibility to present controversial subject matter in such a way as to encourage free discussion, inquiry and expression.
- (b) **Freedom to Learn** A faculty member has the right to full freedom in the pursuit of research interests and in the publication of the results, subject only to the satisfactory performance of other academic duties.
- (c) **Freedom to Act as a Citizen** All employees of UCFV are citizens, and are entitled to speak or write as citizens without institutional censorship or discipline. However, employees should make every reasonable effort to ensure that when they are expressing personal views, they are not seen as spokespersons or representatives of UCFV.
- (d) **Freedom to Read** UCFV employees responsible for the development of written, visual and machine readable resources for the academic community have the right to select materials on the basis of their value as information and entertainment sources, being careful to present a diversity of opinion. No library materials shall be proscribed or removed because of partisan or doctrinal disapproval. In no case shall materials be excluded because of the race or nationality or the social, political or religious views of the author.

Notwithstanding the above, academic freedom does not entitle a faculty member to promote hatred or contempt for any social, political, national or ethnic group; display incompetence in teaching or scholarship; or violate the human rights of students or other persons.

Where academic freedom is invoked in defense of a particular practice, an evaluation of the practice shall be undertaken by a community of peers, in this case represented by a six-member Board of Appeal appointed by the University College Council. One appointee shall consist of the College President, or his or her designate. The balance of the appointees shall consist of faculty. The procedure to be followed shall be determined by the UCC on recommendation of this committee of peers in each case.

Any disciplinary action taken as a result of the above practice is the responsibility of the University College and is subject to the grievance procedure.

## 12.5 Copyright

- (a) The copyright to all artistic, recorded or written work which is created during the course of employment shall be retained by the employee throughout his or her lifetime, and upon his or her death by their heirs and/or assigns, except as noted below in Sections 12.5(b) and (c). When the stated conditions of employment or duties and responsibilities include the creation of specific artistic, recorded or written work, the copyright to such work shall be retained by the College.
- (b) The College shall have the right in perpetuity to use and revise, free of charge, any or all artistic, recorded or written work which was created by an employee during the course of employment at the College. This shall include the participation of the College in a provincial television, telephone, or radio network for the purpose of distance education. If such work bears the name of an employee, the College will not alter, amend, or change in any way the said work without the consent of the employee.
- (c) Any costs incurred by the Employer in the production of artistic, recorded or written work by an employee will be recovered from the employee, should the employee hold the copyright for such work. In no case will the employee's liability for repayment of costs exceed the income received from the work.

## 12.6 Scholarships and Bursaries

Scholarships, bursaries or other grants that employees earn are their sole property.

## 12.7 Harassment

- (a) Personal Harassment. Employees shall not be subject to personal harassment. Violations shall be dealt with through UCFV policy number 110.25 as established by the University College Council (UCC).
- (b) Sexual Harassment. Employees shall not be subject to sexual harassment. Definitions, procedures, and rights of parties involved in disputes about sexual harassment are described in Article 2 of the Common Agreement. Violations shall be dealt with through UCFV policy number 110.25 insofar as the provisions of Article 2 of the Common Agreement are maintained.
- (c) Other forms of Harassment. Employees shall not be subject to other forms of harassment. Definitions of other forms of harassment, procedures, and rights of parties involved in disputes are described in Article 2 of the Common Agreement. As with cases of sexual harassment, UCFV policy number 110.25 may be applied in these cases of harassment, but is superceded by the provisions of Article 2 of the Common Agreement

## 12.8 Employment Equity

Employment equity shall be dealt with through UCFV policy 110.23.

## 12.9 Pay Equity

The parties to our Collective Agreement agree to enforce the principle of Equal Pay for Work of Equal Value. The parties to our Collective Agreement agree to end wage discrimination practices.

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FSA

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Board

## ARTICLE 13: VACANCIES WITHIN THE BARGAINING UNIT

### 13.1 Vacancies

- (a) Wherever possible, regular positions will be created instead of a number of temporary positions. When possible, temporary positions will be combined to create regular positions. Where the Association can demonstrate detrimental effects on College services or the working conditions of regular employees, part-time regular positions will be combined into regular full-time positions.
- (b) Notice of all vacant or new positions for which the Association has bargaining authority shall be posted on designated College bulletin boards in each College centre and forwarded to any employee laid off within the previous fifteen (15) months, no later than the first date of an internal or external posting, whichever occurs first.
- (c) Posting of vacancies shall appear at least ten (10) College working days for Type A", Type "B" and Part-time 50% and greater positions and five (5) College working days for all other posted positions, before the competition is closed. All vacancy postings shall include salary range, summary of the position description, required qualifications, hours of work, days off, work location and commencement date.
- (d) In the posting of a vacancy or new position, the hours of work, including days off, and the work location may be subject to change consistent with the operational requirements and the provisions of this Agreement.
- (e) When new positions are created or existing positions have changes to duties, education, or experience, the Dean of Employee Relations and an FSA member of the JCAC will meet to review the position prior to circulation to determine in which pay group the position should be placed.
- (f) A Selection Advisory Committee may establish a list of qualified applicants for sessional and regular part-time positions. This list will be established if, through the regular posting procedure, non-successful applicants are deemed qualified but there are not sufficient vacancies to accommodate them. Should an opening occur within six (6) months of establishing the list, the Director, Department Head or Program Head may recommend that the next eligible candidate be hired.

### 13.2 Temporary Vacancies and Staff Secondments

- (a) A temporary vacancy in a regular position for a period of less than four (4) months may be filled by the Employer in consultation with the employees of the area. The Employer must notify the applicable FSA Grievance Chair of the appointment and post the position after two months of the appointment, unless otherwise agreed to by the Employer and Association.
  - (i) To meet temporary staffing needs, the Employee Relations Department will maintain an up-to-date list of qualified auxiliary employees (Temporary Employee List). All departments will fill their auxiliary staffing requirements by reference to the Temporary Employee List.
- (b) A temporary vacancy for a period of four (4) months or more will be filled as in Article 13.6 or as in Article 21.2 or Article 22.2. If filled by 21.2 or 22.2, Article 13 will apply only within the responsible administrator's area.

- (c) With the authorization of the Dean, Type "A" employees may apply for a temporary staff vacancy that has a contract period of four (4) months to one (1) year.
  - (i) If successful, the Type "A" applicants (seconded employees) assume the status, salary and benefits of the temporary position for the length of time they are in that position.
  - (ii) Except in extraordinary circumstances, the seconded employees will remain in their seconded position until the expiration of their part-time contract. Under extraordinary circumstances and with the approval of the appropriate dean or deans, return to the original position may take place before the end of the secondment contract. In this event, the expiration date of the replacement employees' part-time contracts will be adjusted to correspond to the new date of return of the seconded employees.
  - (iii) If the seconded position is extended beyond the originally approved contract period, the seconded employees must seek further approval of their original dean. The total secondment period is not to exceed two (2) years.
  - (iv) The seconded employees retain the right to enter competitions and the right to accept another permanent job.
  - (v) At the end of their contracts, the seconded employees return to their original position unless they have obtained a permanent position elsewhere.
  - (vi) If the temporary vacancy created by the secondment is filled by a temporary employee rather than another Type "A" employee, the temporary employee receives all the rights of a part-time employee except Article 18 (Layoff and Recall).
- (d) Part-time secondments: With the authorization of the Dean of the area, Type "A" employees may apply for a temporary duty replacement. This replacement would allow the employee to take on a different function as part of his or her on-going position, and allow it to replace a normal function of the on-going job that now would be handled by another employee. To be eligible for part-time secondment, the following must apply:
  - (i) the temporary duty must need an allocation of four hours or greater
  - (ii) the duty to be replaced must be able to be completed in blocks of time of four hours
  - (iii) the employee must present a written document to his or her supervisor to show how this duty change can be accomplished. The supervisor and employee must then jointly discuss the proposal with the Dean.

### 13.3 Job Sharing and Job Exchange

- (a) With the authorization of the Dean, Type "A" or "B" employees may share an existing position. The position can be either one of two that the employees now occupy or a vacant "A" or "B" position. In the case of a vacant position a joint application shall be made. This clause is not grievable but an appeal to the University College president can be made. Should one of the employees leave his or her part of the

position, the remaining employee has the right of first refusal to the portion vacated, provided he or she meets the minimum qualification standard. Should the SAC process not result in recommending a suitable candidate to fill the vacant portion, the Dean of the area, the immediate supervisor, the appropriate FSA Grievance Chair, and the employee occupying the other part of the position will meet to resolve the problem.

- (b) With the authorization of the Dean (or Deans) and supervisors, Type "A" or "B" employees may exchange positions, provided that both employees agree, that they are in the same pay group, and that they can demonstrate they are capable of performing the duties of the position.
- (c) Consistent with Article 14.4, the exchanged employees will serve a six-month non-initial probationary period. The positions will become permanent upon completion of the probationary period.
- (d) The exchanging employees have the right to revert back to their original positions within the non-initial six-month probationary period, providing either party wishes to revert.

### **13.4 Employee Applicants**

A regular employee already on staff or on the layoff list who applies for and meets the criteria of a vacant position shall be given preference over an outside applicant who has equal or less qualifications to meet the criteria of the position. A regular part-time employee shall not have this preference until he or she has been hired pursuant to Selection Advisory Committee procedures.

### **13.5 Unsuccessful Employee Applications**

Unsuccessful employee applicants for vacant positions will be notified in writing. An unsuccessful employee applicant may grieve, providing the grievance is brought within five (5) College working days of notice that the employee was unsuccessful in his or her application.

### **13.6 Selection Advisory Committee**

The college shall maintain a selection advisory committee procedure, and shall make the details of this procedure widely available through a document titled "Selection Advisory Committee Procedure". Any changes to this policy or procedure needs the approval of the FSA and the College.

The policy supplements any processes and procedures in this clause.

The College shall supply the Association Grievance Chair, or a designate, with a copy of the position posting at the same time that the position is posted.

Appointment of employees will be made by the Employer after consultation with employees in the appropriate area with respect to the criteria of the candidates and applicants for the position.

- (a) Consultation shall take place through a Selection Advisory Committee. At least fifty percent (50%) of the membership of the Selection Advisory Committee shall be chosen by and from employees in the appropriate area.

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- (b) The Association shall be responsible for providing the Employer with the name(s) of employee(s) appointed to the Selection Advisory Committee not later than the expiry date of the position vacancy posting.
- (c) The Association may appoint all members to the Selection Advisory Committee when time-lines are short or during times of the year when the normal process cannot be followed.
- (d) At any time, the Association may appoint up to one-half (1/2) of the FSA representatives to Selection Advisory Committees.
- (e) Standing Selection Advisory Committees for the hiring of Regular Part-time and Sessional employees will be formed for each Department by the Association no later than April 15th for the Fall Semester and November 1st for the Winter and Spring Semesters.
- (f) Where time is of the essence, the Selection Advisory Committee may be waived in the hiring of Regular Part-time and Sessional Employees. When this article is used the Administrator shall provide the Employee Relations Department and Grievance Chair with a brief written explanation as to why this clause is being invoked, prior to the issuing of the contract of employment.

**13.7 Appointment of Coordinators**

The appointment of Coordinators, their term of office, and compensation for the position will be determined by the Employer after consultation with employees from the department or program area in which the vacancy occurs.

**13.8 Selection of Program Heads and Department Heads**

(a) Members of an instructional area

All members of an instructional area on A or B contracts, or on their second or later part time contract of 50% or greater are eligible to vote in the following procedures.

(b) Eligibility to serve as Head of an instructional area

The Head of an instructional area shall be selected from among the faculty employed on B contracts in the area.

(c) Term of the Head's appointment

The Head shall be appointed for a term of three years, commencing between June and August at the area's discretion.

The Head shall receive a formative evaluation during the first year and a summative evaluation in the Fall of the last year of the appointment.

At the end of the first year of the first appointment, both the Dean of the area and the department shall confirm whether the Head shall continue for the remaining two years of the appointment.

The expectation is that the position of Head is intended to rotate among eligible members of the department or program wherever feasible. Eligible members include those members who are judged to be qualified by an SAC. A current Head may apply to continue as Head following the process below for selecting a Head. After a Head's second term, the headship shall be considered vacant, and cannot automatically be filed by the previous Head. The onus will be on the department or program to demonstrate to the Dean and the FSA that all other eligible members have been offered the opportunity to serve as Head before the current Head's application for an additional term is accepted. Consecutive reappointments shall be for a minimum term of two or a maximum term of three years, at the area's discretion.

(d) Procedure for selecting the Head

1. In the last year of a Head's term, a committee of no more than six members shall be struck by the Dean in consultation with the area and shall be composed of:

(i) At least fifty percent of the committee selected by the members of the area in an election conducted by the Dean's office.

(ii) Up to fifty percent of the committee selected by the Dean.

When selecting members for the committee, the Dean and the area shall consider the importance of including representatives from various groups in the area including staff, other interested areas, and various campuses.

2. The committee shall:

(iii) review the requirements of the position including the needs of the area;

(iv) call for applications for the position of Head by notifying each member of the area;

(v) review candidates for the position;

(vi) recommend a candidate to the appropriate Dean and area for appointment as Head.

When arriving at its recommendation, the committee shall consider the importance of drawing Heads from various campuses and groups within the area.

3. The appropriate Dean and area shall each decide whether to accept the recommendation of the committee.

If the recommendation is accepted by the Dean and by a majority vote of the members of the area, the recommended candidate shall become the next Head.

If the recommendation of the committee is not accepted by the appropriate Dean or by a majority vote of members of the area, the committee shall continue meeting in order to recommend another candidate.

The selection process shall be completed by March 1 of the last year of the current Head's appointment to allow for a period of transition.

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### **13.9 Selection of President and Administrators**

The selection of the President and the Administrators, except those listed in Article 13.8 (Selection of Program Heads and Department Heads) and Article 13.10 (Selection of Instructional Administrators), will be determined by the Employer after seeking the advice of employees selected by the Association with respect to the criteria of and candidates for the position.

### **13.10 Selection of Instructional Administrators**

The selection of Instructional Deans and Vice Presidents Academic will be determined by the Employer after consultation with employees in the appropriate area with respect to the criteria of and candidates for the position.

- (a) Consultation shall take place through a Selection Advisory Committee. At least fifty percent (50%) of the membership of the Selection Advisory Committee shall be chosen by and from Association members in the appropriate area. In addition, the College may appoint up to two Ex Officio, non-voting members.
- (b) The Association shall be responsible for providing the Employer with the name(s) of employee(s) appointed to the Selection Advisory Committee not later than the expiry date of the position vacancy posting.
- (c) Excluded Instructional Administrators are normally appointed for a period of five years after which they will return to a faculty position as per article 14.5. Any extension beyond the five years will be granted by the President only after consultation with the applicable faculty area.
- (d) An Excluded Instructional Administrator who has not been hired from within the membership of the Faculty & Staff Association must become attached to a faculty prior to being hired by UCFV. The process to become attached to a faculty is that the standing SAC for that faculty will interview the applicant and decide if he/she meets the qualifications to teach.
- (e) Point (c) above is applicable to excluded instructional administrators hired after January 1, 1999. Those excluded instructional administrators currently employed at UCFV are not bound by point (c) above.

# ARTICLE 14: APPOINTMENTS

## 14.1 Probationary Appointment Period

All new appointees to staff positions will serve an initial probationary period of one (1) year.

Appointees to faculty and director positions will serve a two (2) year probationary period.

Part-time employees 50% or greater who have worked at least 4/8 of a full load, will serve a one (1) year probationary period if they are offered a type "B" contract immediately consecutive to their current contract.

Regular part-time employees will serve up to a two (2) year probationary period.

- (a) During the initial probationary period, a probationary employee may be transferred, laid off or dismissed for any stated reason.
- (b) An employee who is not reappointed in accordance with Article 14.2 (Staff Appointments and Reappointments), will be deemed to have been dismissed and will be treated in accordance with the terms of Article 14.1(a).
- (c) Regular Part-time Faculty must instruct a minimum of 912 hours or four courses over two academic years. A Regular Part-time faculty member is subject to Selection Advisory Committee procedures prior to the conclusion of this two-year, probationary period. The S.A.C. procedure is part of the probationary and re-appointment process. In the event he or she is the unsuccessful candidate, one month notice shall be given.
- (d) Regular Part-time Staff must work a minimum of 912 hours over two years. A Regular Part-time staff member is subject to Selection Advisory Committee procedures prior to the conclusion of this two-year, probationary period. The S.A.C. procedure is part of the probationary and re-appointment process. In the event he or she is the unsuccessful candidate, one month notice shall be given.
- (e)
  - (i) Regular Part-time Faculty or Staff employees who have completed the probationary period have access to Article 14.2.
  - (ii) Probationary Regular Part-time employees who are not rehired to their original contract do not have access to Article 18. These employees will be placed on a recall list. If work in the functional area becomes available, the Selection Advisory Committee will review the recall list to determine if there is someone listed who meets all the selection criteria of the vacant position or if the position should be posted.

Regular Part-time employees hired and at work prior to April 1, 1990, will be exempt from this clause.

## 14.2 Staff Appointments

- (a) Appointments and Reappointments

Reappointment subsequent to the initial probationary period may be made for:

- (i) a final probationary period of six (6) months
- (ii) a continuing appointment without term
- (iii) an RPT term appointment

In the case of a second probationary period, the employee shall be advised, at least two (2) weeks prior to the end of the period, of his or her reappointment and the terms thereof, or will be advised that the appointment will not be continued. Failure to continue an appointment or to reappoint may occur only when the employee has received unfavourable evaluation reports as in Article 15 (Evaluation), or if the probationary employee has been laid off or dismissed prior to the end of the period of his or her probationary appointment.

During the final probationary period, dismissal or layoff will occur only for just and reasonable cause, and will be accompanied by immediate written notice to the probationary employee stating the reasons for and nature of the action.

(b) Trial Periods

- (i) At any time during a continuing appointment, if there is cause for concern about an employee's performance as a result of unfavourable evaluation reports or other just cause, the employee may be placed on a trial period not exceeding three (3) months for employees in pay groups one to three (1-3) inclusive, and not exceeding six (6) months for employees in pay groups four to eleven (4-11) inclusive, with complete access to the grievance procedure.
- (ii) At the time of notification of placement on a trial period, the Employer shall provide written notice to the employee of the length of the trial period and the cause for concern about the employee's performance, in order that the employee may have the opportunity for assistance to improve his or her performance.
- (iii) At the end of the trial period, the employee shall be re-evaluated and, as a result of the re-evaluation, shall be returned to a continuing appointment without term unless there is cause for termination as per Article 16 (Termination and Discipline), or unless, by mutual agreement between the employee, the Employer, and the Association, a second trial period (not exceeding the time allowed for the first trial period) is considered an appropriate alternative to termination.
- (iv) There shall be no more than one (1) trial period in succession, except as provided for in Article 14.2(b)(iii).
- (v) There shall be no more than two (2) trial periods within any two (2) year period.

### 14.3 Faculty and Director Appointments and Reappointments

- (a) At least six (6) months prior to the completion of a faculty employee's or director's continuing appointment and at least three (3) months prior to the completion of a probationary or trial period appointment (one month for Regular Part-time Employees), the employee will be advised of reappointment and the terms thereof, or will be advised that reappointment will not be made. Failure to reappoint may occur only when the employee has received unfavourable evaluation reports as in Article 15 (Evaluation).
- (b) A reappointment subsequent to the initial probationary period may be made for:
  - (i) a further one (1) year probationary period, during which period the employee has complete access to grievance procedure; OR
  - (ii) a continuing appointment of a three (3) year term for positions funded from regular College money, or of up to three (3) years for positions not so funded.
- (c) A reappointment subsequent to a continuing appointment may be made for:
  - (i) a one (1) year trial period with complete access to grievance procedure; OR
  - (ii) a continuing appointment as in Article 14.3(b)(ii), above.
- (d) At the time of notification of appointment to a second probationary period or to a trial period, the Employer shall provide written notice to the employee of cause for concern about the employee's performance, in order that the employee may have the opportunity for assistance to improve his or her performance.
- (e) There shall be no more than one (1) trial period in succession.
- (f) There shall be no more than two (2) probationary periods.

**14.4 Transfers, Promotions or Bumping to a Different Position**

- (a) The College encourages the concept of a career ladder. An employee who applies for and meets the criteria of a vacant position shall be given preference over an outside applicant who is equally or less able to meet the criteria of the position.
- (b) If a staff employee on a continuing appointment is transferred, promoted, or bumps into a position which is different from the position he previously occupied, he will serve a non-initial probationary period of six (6) months. If a faculty or director employee on a continuing appointment is transferred, promoted, or bumps into a different faculty or director position, he will serve a non-initial probationary period of one (1) year.
- (c) An employee will not be required to accept a promotion.
- (d) If, during or upon completion of the probationary period, the employee finds the job unsatisfactory, or the Employer has just and reasonable cause to rate his or her job performance unsatisfactory, he or she shall

return to the former position if the position is still vacant or to another vacant position of equal salary range for which he or she meets the criteria. If such return is not possible, every attempt shall be made to place the employee in another vacant position for which he or she meets the criteria. In any case, the employee shall have the rights of seniority under Article 18.6 (Bumping Less Senior Employees) in order to return to a position of equal salary range, or to be re-hired in some other position for which he or she meets the criteria.

#### 14.5 Appointments to Administrative Position

- (a) **Initial appointment:** Bargaining unit employees appointed to excluded administrative or support positions shall be replaced in their former positions for a maximum of one (1) year by term appointees. If bargaining unit employees are reappointed after their initial appointments, their vacated positions shall be treated as normal vacancies. If bargaining unit employees are not reappointed after their initial appointment year, or if they decline such appointment, then they automatically return to their former position without loss of seniority and without loss of salary increment credit.
- (b) Return to faculty: Bargaining unit employees who are appointed to an excluded position or an included Director position and continue to occupy the position for greater than one (1) year may return to faculty but they must give the University College and the department a two (2) semester notice. The employee's return must not displace any type "B" or RPT employees.
- (c) Excluded employees who have served for five (5) years have the right to a faculty position provided:
  - (i) the employee gives the University College and the department two (2) semester's notice.
  - (ii) the employee has previously been hired by the department through the SAC process and has taught for the department, or the employee can satisfy the department's standing SAC that he/she meets the qualifications to teach in the department.
  - (iii) the employee's return must not displace any type "B" or RPT employees.
  - (iv) if the employee has not previously passed an instructional probationary period or taught an equivalent of two years full-time, he/she must be evaluated by the normal faculty evaluation process and serve a probationary period appropriate to the appointment.
- (d) Excluded employees teaching occasional courses: An excluded employee who wishes to teach an occasional course in addition to his or her regular duties may apply directly to the department(s) in which he or she wishes to teach. The department may accept the application, provided that:
  - (i) the employee can satisfy the standing SAC that he/she meets the qualifications to teach in the department, and any additional qualifications for the particular course he or she wishes to teach.
  - (ii) the employee must not displace any employee who would normally be offered that course through usual work allocation procedures.

## 14.6 Regularization of Employees

*(New language added as of October 26, 1999)*

(a) New Permanent Positions

Employees who are hired for positions which are intended from the outset as permanent, ongoing positions will be identified as "B" status faculty or "A" status staff at the time of their initial hiring.

(b) Qualifying For Regularization

1. An employee who is hired on a part-time contract commencing work in August 1999 or later shall be given a regularized "B" contract after two years of subsequent service provided that they have successfully competed for a posted vacancy through a standard SAC process, have received satisfactory evaluations prior to regularization (An employee will be deemed to have received a satisfactory evaluation if one has not been undertaken by the employer.), and have met either of the two conditions below:
  - (i) the employee has worked at least two consecutive appointment years at a workload of fifty (50%) percent or greater for each of two (2) consecutive appointment years and there is a reasonable expectation of ongoing employment for which the employee is qualified at a workload of at least fifty (50%) percent or greater for two semesters in the next appointment year.
  - (ii) the employee has worked at least one hundred and twenty (120%) percent of an annualized workload over two (2) consecutive years and there is a reasonable expectation of ongoing work for which the employee is qualified, of fifty (50%) percent or greater on an annualized basis over the immediately subsequent appointment year.
2. Employees hired on less than 50% contracts who are allocated extra work or hours that cause them to have a workload of 50% or greater are not on the regularization track.
3. All positions for which employees are hired on contracts issued at a level of 50% or greater do qualify for regularization.

(c) Qualifying For Regularization: Leave Replacements

Employees replacing Type "A" or "B" employees who are on one of the following leaves qualify for a Type "A" or "B" contract if they have met the SAC and evaluation conditions stated in 14.6b and have completed three (3) consecutive appointment years of work at a workload of fifty (50%) percent or greater since August 1999. These postings and ensuing contracts must indicate these are leave replacements.

- A. Educational Leave
- B. Scholarly Leave
- C. General Leave
- D. Maternity Leave
- E. Political Leave
- F. Sick Leave and/or LTD Leave
- G. Secondments (Faculty only; Staff secondments qualify for regularization under Article 14.6.2)
- H. FSA Releases
- I. Any combination of A - H

(d) Regularization Target Levels

1. The number of non-regular part-time course sections, as a percentage of the total sections taught at UCFV, will be to a maximum of 17%. For this purpose, "non-regular part-time course sections" refers to all sections taught by part-time instructors who are on less than 50% contracts and are not serving as replacements for instructors on leave.
2. There is no requirement to commence the regularization process for any position or any number of course sections provided that
  - (i) the percentage referred to in Article 14.6d(1) above is equal to, or less than, 17%, and
  - (ii) each department is offering no more than 25% part-time sections or eight (8) part-time sections, whichever is greater.
  - (iii) notwithstanding Article 14.6d(2) above, all persons for whom the relevant regularization process has been successfully completed will be granted the appropriate "A" or "B" contract at the time it is completed.

(e) Target Level Review Process

In March of each year, the Labour and Management Meeting (LAMM) will meet to determine if the percentage in 14.6d is correct and realistic. They will determine if the percentage should decrease or increase with consideration for the need to meet FTE targets and balance UCFV's budget. This meeting will also review the percentage of part-time sections in each department to see if clustering of sections should be recommended.

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(f) Regularization Article Transition Period

In recognition that for some part-time employees existing at the time of this regularization agreement it is not appropriate to begin the regularization process in August 1999, the following transition provisions apply:

1. All positions commencing August 1999 that are exactly 50%, and are not leave replacements, will be posted before June 2000. The posting will indicate that the reason for the posting is that the position is changing to one which is on a regularization stream.
2. All employees currently serving in greater than 50% positions which began between August 1997 and January 1998 must be converted to "B" positions by August 2000, or have their positions re-posted by June 2000.
3. All employees currently serving in greater than 50% positions which began between February 1998 and July 1999 must be converted to "B" positions by September 2001, or have their positions re-posted by June 2000.
4. The default assumption in cases addressed in 14.6.f(2) and (3) above shall be that the incumbent is to be appointed to the position. If the position is not posted for any reason, the incumbent assumes the position. If the department wishes to post the position for competition instead of appointing the incumbent, the onus will be on the department to show why the position should be posted.
5. Departments will be asked during Fall 1999 to review and report on whether incumbents in 50% or greater positions fit the department's proposed hiring profile. Senior administration will review these reports by March 31, 2000 to determine whether positions should be posted and whether other arrangements should be made for incumbents. The decisions made from these reports will be reviewed by the Labour and Management Meeting (LMM) prior to implementation, in order to assure consistent application of criteria regarding decisions to post positions, if such decisions are made.

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(g) Long-Serving Regular Part-time Employees: B\* Contracts

A limited status B\* part-time contract shall be awarded to any regular part-time employee who has met all the criteria below.

1. The employee has accrued at least 48 months of seniority.
2. The employee has taught at least three different courses in a single department.
3. The employee has received satisfactory evaluations.
4. The employee has previously been selected pursuant to the SAC process.

This contract shall normally be awarded for a 25% position (the equivalent of one course per semester), and restricts the employee's rights to top-up (i.e. extra work assignment) to that of a regular part-time employee. These B\* contracts shall be awarded to newly qualifying employees annually on January 1, based on their seniority as of January 1.

## ARTICLE 15: EVALUATION

### 15.1 Purposes of Evaluation

The purposes of evaluation are:

- (a) to provide employees with information that will enable them to monitor and improve job skills and effectiveness.
- (b) to determine an employee's suitability for reappointment or continuing appointment.

### 15.2 Evaluation Criteria and Procedures

- (a) The criteria, procedures and implementation of all evaluations shall be fair and reasonable. Evaluation will take place on a regular basis.
  - (i) For staff employees, evaluation criteria and procedures will be established by the Employer in consultation with employees in the appropriate area and the Joint Professional Development Committee.
  - (ii) For faculty employees, evaluation criteria and procedures will be established by the Employer in consultation with the employees in the appropriate area and the Standing Committee on Faculty Evaluations.

All employees being evaluated will be provided with a copy of the criteria and procedures to be used. The Joint Professional Development Committee shall have the opportunity to review and advise with regard to the establishment of evaluation criteria and procedures.

- (b) Evaluation reports shall be written and then discussed with the employee, at which time the employee will sign the report and may, within five (5) work days, enter a Memorandum into the evaluation file. The evaluation report shall not be changed after the employee has signed it.
- (c) If re-evaluation is requested by the employee within ten (10) work days of signing the evaluation report, the re-evaluation will be prepared by a person other than the person responsible for the immediately preceding report, and that person will be chosen by the President after consultation with the Joint Professional Development Committee.
- (d) In the absence of an annual evaluation report, the performance of the employee shall be deemed to be satisfactory for that year.

### 15.3 Times for Evaluation

- (a) Employees will be evaluated at least annually, except by mutual consent of both employee and employer.
- (b) All new appointees to staff positions will be evaluated twice during their probationary period. The first of such evaluations will occur no later than six (6) months after the initial appointment.

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- (c) An employee will be evaluated at least one (1) month prior to the date on which any notice is due under the reappointment provisions of Articles 14.2, 14.3, and 14.4 (Staff Appointments, Faculty and Director Appointments and Reappointments, Transfers, Promotions or Bumping to a Different Position). All teaching faculty on probation, trial periods, or the last year of a continuing appointment with term will be evaluated at least two (2) months prior to the end of the classes for the teaching year.
- (d) An employee may request evaluation at any time, and that request shall be granted by the employer. However, such requests may not occur more than twice (2 times) in any one (1) contract year.
- (e) Regular Part-time Faculty shall be evaluated in at least two semesters during the probationary period.

#### **15.4 Grieving Evaluation Reports**

The violation of the established criteria and procedures for evaluation may be grieved.

## **ARTICLE 16:       TERMINATION AND DISCIPLINE**

### **16.0    Preamble**

This Article provides a formal method for the handling of disciplinary procedures. Before formal disciplinary measures as stated below are initiated, the Employer should take all reasonable steps to discuss and resolve the issue with the employee.

### **16.1    Just Cause**

No employee shall be disciplined, suspended, or discharged except for just cause and only on the written authority of the Employer.

### **16.2    Proof of Just Cause**

In all cases of discipline, suspension, and discharge, the proof of just cause shall rest with the Employer.

### **16.3    Means of Discipline**

The means of discipline, in order of increasing severity, are:

- (a)     written censure or letter of reprimand;
- (b)     adverse evaluation reports;
- (c)     trial periods as per Articles 14.2 and 14.3 (Staff Appointments, Faculty and Director Appointments and Reappointments);
- (d)     withholding or withdrawing an increment as per Articles 21.8 or 22.3 (Increment Anniversary: Staff, or Increment Anniversary: Faculty);
- (e)     suspension;
- (f)     dismissal or termination.

### **16.4    Procedure**

- (a)     When an employee is reprimanded for conduct which, if repeated, may be grounds for suspension or dismissal, the employee shall, at the time of the reprimand and in the presence of the shop steward, or any other union official, be verbally given the reason for the action and this reason will be confirmed in writing within five (5) work days of the reprimand. Disciplinary actions shall be limited to the means listed in Article 16.3 above. All such material used to support a disciplinary action must be placed in the employee's personnel file, and the employee must receive from the Employer copies of any such documents being placed in his file, as per Article 12.1 (Personnel Records). All such documents shall be

removed from the employee's file within twenty-four (24) months of entry into it, provided there has been no further occurrence of the infraction requiring the discipline. The only exception shall be adverse evaluation reports which are not followed by a re-evaluation or a disciplinary action.

- (b) Suspension shall not exceed five (5) work days, unless extended by mutual agreement of the College and the Association. An employee may not be transferred or demoted while under suspension.
- (c) When an employee is suspended or discharged, the reason for this action shall, in the presence of the Shop Steward, be given verbally at the time of the suspension or discharge, and written confirmation of such reasons shall be forwarded to the employee and the Association within five (5) work days following the suspension or discharge.

### **16.5 Right to Grieve**

An employee considered by the Association to be wrongfully or unjustly disciplined, suspended, or discharged shall be entitled to recourse under Article 7 (Grievance Procedure). All disciplinary actions are grievable.

### **16.6 Use of Personnel File Material**

While the Employer may choose to keep written records of predisciplinary actions out of an employee's personnel file, the employee must have signed any such records and be aware of their being kept by the College. If such records are to be used in a disciplinary action, they must first be entered into the employee's personnel file and the employee notified as per Article 12.1 (Personnel Records). Only material from an employee's personnel file may be used as documentation in a disciplinary action.

### **16.7 Unjust Cause**

If, as a result of grievance, it is found that an employee has been suspended or discharged for unjust cause, the employee shall be reinstated to his or her former position without loss of seniority or benefits, and shall be compensated with full back pay for the time lost retroactive to the date of suspension or discharge.

### **16.8 Representation in harassment complaints**

An employee named in a harassment case or student complaint case shall be entitled to an FSA advocate, whose role will be to provide support for the member by listening to the member's concerns, providing information on rights, options, and procedures, and, where appropriate, attending meetings or hearings in an informal capacity as a support person and recorder. (The Human Rights Committee Representative may serve as first contact and maintain a list of potential advocates.)

## **ARTICLE 17: SENIORITY**

### **17.1 Calculation of Seniority**

An employee's length of College seniority shall be calculated on the basis of the number of days worked, or equivalent, with seven (7) hours of work at regular straight time pay equalling one (1) day of service.

### **17.2 Seniority Lists**

- (a) Not later than August 31st of each calendar year, the College will provide the Association with a seniority list, with seniority calculated to June 30th of the same calendar year. The list shall contain the name of every employee of the College, including those whose names appear on the current recall list. Should unusual circumstances occur, the FSA can request the seniority list be published one other time during the calendar year.
- (b) For each employee named in the seniority list, the list will provide the following information:
  - (i) the employee's date of initial hiring;
  - (ii) the employee's accumulated seniority in hours;
  - (iii) the employee's current job title and department;
- (c) At the same time that the College provides the seniority list to the Association, copies shall also be posted for the information of the employees.
- (d) Any objection to the accuracy of the seniority list, whether raised by the Association or by an individual employee, should be lodged with the Employee Relations department after the list has been provided to the Association.

### **17.3 Regular Part-time Appointments: Limitations on Seniority**

- (a) **Accruing seniority:** Regular part-time employees shall accrue college seniority in the same manner as regular employees.
- (b) In exercising seniority rights on contracts for which he or she is qualified, a regular part-time employee can exercise only departmental seniority, i.e., can exercise only the seniority accrued in that department.
- (c) A regular part-time employee who subsequently receives a Type A or B appointment will carry any accrued seniority. Such accrued seniority will then be recognized for all purposes of this Agreement relative to his or her Type A or B appointment.

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**17.4 Seniority During Leaves of Absence**

- (a) A regular employee on a leave of absence with pay or on a leave for Association business as per Article 2.6 (Leaves of Absence: Association Business) shall continue to accrue seniority, calculated as though the employee continued his regular duties.
- (b) Subject to the exceptions provided for in Articles 24.7 and 25.5 (Status of Employee on Professional Development Leave, and General Leave), a regular employee on a leave of absence without pay shall maintain but not accrue seniority for leave periods in excess of twenty (20) cumulative work days in any one (1) calendar year.

**17.5 Seniority During Absences Due to Illness or Accident**

- (a) A regular employee shall maintain and accrue seniority during absences due to non-occupational illnesses or accidents or injuries, during that period in which the employee receives full pay under the Sick Pay provisions of this Agreement, Article 26 (Short Term Disability Leave, including Sick Leave). Thereafter, seniority is maintained but not accrued.
- (b) A regular employee shall maintain and accrue seniority during absences due to occupational illness or accidents or injuries, provided that such an employee is receiving benefits from the Workers' Compensation Board as a result of such illnesses or accidents or injuries.

**17.6 Seniority on Re-employment or Recall**

A regular employee who resigns from the College and is subsequently re-employed as a regular employee within thirty (30) calendar days, or who is recalled from layoff, shall be credited with his or her previously accrued seniority.

**17.7 Transfer of Seniority Status**

In the event that employees change jobs either from a job within the bargaining unit to an excluded position, or from an excluded position to a job in the bargaining unit, their total accumulated College seniority transfers with them.

**17.8 Conflicting Seniority Claims**

In the event that two (2) or more employees have the same College seniority then any resulting conflicts shall be resolved by chance or random lottery.

**17.9 Loss of Seniority and Entitlement to Employment**

Employees will lose all seniority rights and entitlement to employment where:

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- (a) They voluntarily resign or otherwise terminate their employment, except as provided in Article 17.6 (Seniority on Re-employment or Recall);
- (b) They are discharged for just and reasonable cause, and are not subsequently reinstated pursuant to the grievance or arbitration procedure contained in this Agreement;
- (c) They are on layoff for more than fifteen (15) consecutive months;
- (d) They lose their recall rights in accordance with the terms of this Agreement.

**17.10 Seniority prior to 1989**

Employees whose service prior to 1989 had not been included in their seniority calculation were eligible to request a re-calculation by March 31, 1999. It was the employee's responsibility to produce documentation showing entitlement to additional seniority, and to deliver it to the Employee Relations Department by that date.

## **ARTICLE 18: LAYOFF AND RECALL**

### **18.1 Reasons for Layoff**

- (a) The College shall be reasonable in the reason or reasons for a layoff decision. The reason or reasons for layoff must not be based on bad faith or discrimination against any employee or employees.
- (b) Layoff will occur only for just and reasonable cause. These reasons will not include technological change. These reasons will be:
  - (i) a change in College priorities such as deleting or adding a program;
  - (ii) change in community needs as demonstrated through factors such as declining enrollment and/or job opportunities;
  - (iii) curtailment of resources by circumstances outside the control of the Employer;
  - (iv) externally imposed regulations or controls;
  - (v) health or safety problems outside the control of the Employer;
  - (vi) change in organization or method of operation due to one or a combination of the preceding reasons;
  - (vii) any other reason which fits within the spirit and intent of the reasons stated above.

### **18.2 Application of Seniority Principle**

Subject to Article 18.3 (Layoff Procedure), there shall be no exceptions to the principle of "last hired, first laid off" except as noted in Article 18.14 (Right to Grieve).

### **18.3 Layoff Procedure**

When the College determines that a reduction in the number of employees or a reduction in the number of an employee's hours of work is necessary, the following procedures will be adopted:

- (a) The College will provide advance notice to the Association and to the affected employee in accordance with Article 18.4 (Advance Notice to the Association of Layoff), and Article 18.5 (Notice of Layoff to Affected Employees).
- (b) During the notice period, the College and the Association shall meet to discuss alternative measures to layoff. To the extent that the parties agree to alternative measures, the layoff notices or the layoffs may be rescinded.

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- (c) Consistent with the reasons for layoff given pursuant to Article 18.1 (Reasons for Layoff), employees who are assigned to similar duties and have similar qualifications will be selected for layoff in reverse order of seniority, within categories, as follows below. Before laying off any employee from the categories below, the College will remove from employment all student workers in that area.
  - (i) auxiliary employees will be laid off first;
  - (ii) regular part-time probationary employees will be laid off next;
  - (iii) regular part-time employees will be laid off next;
  - (iv) regular probationary employees will be laid off next;
  - (v) regular non-probationary employees will be laid off only after the preceding categories.

#### **18.4 Advance Notice to the Association of Layoff**

- (a) All regular part-time 50% or greater employees who are the subject of a layoff will receive advance notice as provided for in Article 31.7 (Layoff and Expiry of Specified Term) of this Agreement.
- (b) At least one (1) month (one [1] week for Regular Part-time employees) before the advance notices are to be served, the College will consult with the Association about the layoffs. In consulting with the Association, the College agrees to provide the following information:
  - (i) The reason or reasons for the layoff.
  - (ii) Any supporting information which has influenced the College's layoff decision. The information includes relevant budgetary or financial information.
  - (iii) In those cases where such specific decisions have been made, the information provided shall also include the identification of the specific individual employees who will be the subject of the layoff.
- (c) Where layoffs are necessitated in emergency circumstances beyond the control of the College, these advance notice provisions are not applicable. In such cases, however, the College will provide the Association, as per Article 18.4(b) above, with a full explanation of the emergency circumstances at the earliest possible date.

#### **18.5 Notice of Layoff to Affected Employees**

- (a) A staff employee who is to be laid off will receive at least twenty five (25) work days advance notice in writing. Regular Part-time staff who are not to be re-hired will receive one (1) month notice in writing prior to their normal starting date.
- (b) A director or faculty employee who is to be laid off will receive at least four (4) months advance notice in writing, and where possible, such layoffs will commence on the first day of August, of the year in

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question. Regular Part-time faculty who are not to be re-hired will receive one (1) month advance notice in writing prior to the Fall Term or two (2) weeks advance notice in writing prior to the Winter Term or one (1) month prior notice if they are normally hired on an hourly or daily basis.

- (c) All layoff notices will include a statement of the reason or reasons for that particular layoff.
- (d) At the same time that the layoff notice is sent to the employee, a copy of the layoff notice will be sent to the President of the Association.
- (e) In the event that there are changes in the circumstances which necessitated a layoff decision by the College, the layoff notice may be withdrawn and cancelled.
- (f) In circumstances where a Type A or a Type B position is not funded through the regular on-going College operating budget as indicated by the Letter of Allocation issued to the College annually by the Ministry, an employee subject to layoff or termination shall be entitled to notice of twenty (20) work days.

## **18.6 Bumping (Displacing) Less Senior Employees**

- (a) If an employee given layoff notice is qualified to fill an equal or lower position in the same faculty or staff bargaining unit component, then a more senior employee is entitled to bump (displace) a less senior employee in such a position. The Employer will then give the bumped employee notice of layoff in accordance with Article 18.5 (Notice of Layoff to Affected Employees), and the employee then has the right, in turn, to displace another less senior employee.

If a Regular Part-time faculty employee given layoff notice is qualified to fill an equal or lower regular part-time position in the same functional area, then a more senior employee is entitled to bump (displace) a less senior regular part-time employee in such a position. The Employer will then give the bumped employee notice of layoff in accordance with Article 18.5 (Notice of Layoff to Affected Employees), and the employee then has the right, in turn, to displace another less senior regular part-time employee.

- (b) The qualifications and conditions under which bumping rights can be exercised are as follows:
  - (i) Employees must have the qualifications necessary to fill the position into which they wish to bump.
  - (ii) Employees who choose to exercise their bumping rights can only claim back their original positions if it becomes vacant within fifteen (15) months (five [5] months for Regular Part-time employees) of the notice of layoff.
  - (iii) Employees must accept the rate of pay and other terms and conditions of employment which are in effect for the job position into which they bump. The rate of pay shall be determined in accordance with Article 21.5 (Rate of Pay on Transfer or Promotion).
  - (iv) The exercise of the bumping rights cannot result in any claims for compensation for any expenses or allowances to be paid by the College.
  - (v) Employees cannot bump into a higher paid position. They can only bump into a job position where the pay scale is the same as or lower than their present position.

- (vi) Employees must decide within five (5) work days of the date of receipt of advance notice of layoff to exercise bumping rights, and to indicate to the College in writing the position of the more junior employee that they wish to bump.
  - (vii) Once employees have exercised their bumping rights, they cannot change their decision and claim a right to yet another job position. Such further moves can only be made when the College decides to fill a vacant position. Such vacant positions will be filled in accordance with Article 13 (Vacancies Within the Bargaining Unit).
  - (viii) Regular Part-time employees are limited to exercising bumping rights to one (1) position; if they are not successful, the layoff proceeds.
- (c) If an employee who is the subject of a layoff wishes to bump into a position for which he or she is not currently qualified but on a reasonable assessment could be equipped to perform with training, then the College shall provide in-service training. The obligation of the College to provide such inservice training will normally be restricted to those cases where the employee can reasonably be expected to assimilate the training in not more than twenty (20) work days. Training periods of longer than twenty (20) work days shall be approved within provisions of Article 24 (Professional Development). Regular Part-time employees are excluded from this provision.
- (d) An excluded employee does not have the right to displace (bump) a member of the bargaining unit.
- (e) Bumping shall be restricted to within faculty and staff components.
- (i) An employee on the faculty or director salary schedule cannot bump an employee on the academic/educational advisor or staff salary schedule.
  - (ii) An employee on the academic/educational advisor salary schedule cannot bump an employee on the faculty, director or staff salary schedule.
  - (iii) An employee on the staff salary schedule is not entitled to bump an employee on the faculty, academic/educational advisor or director salary schedules.

## **18.7 Order of Recall**

Employees on layoff shall be recalled in reverse order of layoff as effected through application of Article 18.3 (Layoff Procedure).

## **18.8 Recall Rights and Obligations**

- (a) When a layoff occurs, the College shall establish a recall list and a laid off employee's name shall remain on the recall list for a period of fifteen (15) months, commencing with the effective date of the layoff. The recall list shall include employees who have received layoff notice.
- (b) An employee who has been laid off and who wishes to be considered for recall to work must ensure that the College is notified in writing of the employee's current address and telephone number. Failure to

provide this information will serve to relieve the College of any obligation or liability in connection with the recall process.

- (c) Employees who are recalled to work following a layoff cannot be required to serve a new probationary period.
- (d) In the event that the former position of the laid off employee becomes vacant, he or she shall be offered the position. If an equivalent position which carries the same or equivalent rate of pay as the employee's former position becomes vacant, then the laid off employee shall be offered the position, provided his or her qualifications are satisfactory.
- (e) In the event that a substantially different job position on the same pay scale or a lower paying job position becomes vacant during an employee's recall period, and provided that the employee is qualified, the laid off employee with the greatest seniority shall be offered the position. If the employee accepts the offer, he or she must also accept the terms and conditions of employment which are in effect for that job position. The rate of pay shall be determined in accordance with Article 21.5 (Rate of Pay on Transfer or Promotion). The laid off employee shall have the right to refuse this offer and remain on the recall list.
- (f) In the event that an employee refuses a recall offer to his or her former job position, or to a job position which is substantially the same as his or her former position and affords the same rate of pay, the College may remove the employee's name from the recall list unless there are extenuating circumstances acceptable to the College.
- (g) Advice of a recall being given to an employee shall be provided to the Association on the same date that the notice is given or sent to the employee.
- (h) The College shall inform all employees on the recall list and the Association of all job vacancies at the same time as internal posting. Notice of vacancies shall be made by telephone, telegram, mail, or by direct personal contact. In the event that an employee on the recall list wishes to be considered for a vacant position, the employee must apply in writing within ten (10) work days from the time the notice of vacancy is given by the College. If the employee wishes to be considered for a vacant position other than the position from which he or she was laid off, the application must include a statement of the qualifications the employee has for the vacant position.

## **18.9 Notice of Recall**

- (a) Notice of recall shall be made by telephone, telegram, special delivery, registered mail, or by direct personal contact. The Association will be advised of the notice or attempted notice at the time it is given. Employees notified by mail will be given ten (10) calendar days from the time that notice was initiated by the College in which to acknowledge receipt of the notice and to indicate acceptance of the recall. Employees notified by means other than mail will be given five (5) calendar days notice of recall. The notice or advice of recall will include a time and date specified by the College, or a mutually agreeable alternative time and date, by which the employee must report for work if the recall is accepted.
- (b) An employee who has been recalled must report by the time and date directed or agreed to, or the employee may be deemed by the College to have voluntarily terminated entitlement to recall unless there are extenuating circumstances acceptable to the College.

### **18.10 Rights of Employees on Layoff**

- (a) Employees on the recall list will continue to be covered by this Agreement as specifically provided.
- (b) In the event of layoff, the College is obligated to pay affected employees for earned statutory holidays and annual vacation on a pro-rata basis.
- (c) An employee on the recall list is entitled to continue his or her medical, extended health, dental, and group life insurance benefits during the layoff by paying, in advance each month, the full cost of the premiums for that period, subject to any eligibility requirement established by the respective insurance carriers.

### **18.11 Employment Qualifications Regarding Layoff, Recall and Bumping**

Notwithstanding the general provisions of Article 4.2 (Employment Qualifications) in relation to employment qualifications, the College will not establish a Selection Advisory Committee in circumstances which may result in the layoff or bumping of a regular employee.

### **18.12 Contracting Out**

The language in this article restricting the contracting out of services predates, and is superceded by, the language contained in Article 6.6 of the Common Agreement, except where the language below provides the Association with greater protection against contracting out. Readers are directed to read the Common Agreement language, and then to find additional provisions in the language below, particularly in Article 18.12(d).

- (a) The College may contract out services or functions provided that such contracting out will not cause any employee with three (3) or more years of service to be laid off.
- (b) The Employer may contract out services or functions in order to improve efficiency without regard to the restrictions in (a) above, provided employees are reassigned to other equivalent positions for which they are qualified.
- (c) The College may contract out functions or services which have come into force after the date of ratification of this Agreement subject to (a) and (b) above.
- (d) In any case, services or functions which were carried out by laid off employees shall not be contracted out while the laid off employees are covered by the recall provisions of this Agreement, unless the Association agrees.

### **18.13 Employee Records on Layoff**

Records of an employee on layoff will be kept by the College and references supplied by the College at the request of the employee or of an outside agency will clearly state the nature of the employee's termination as a layoff due to the reason stated by the College in accordance with Article 18.5 (Notice of Layoff to Affected Employees).

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**18.14 Right to Grieve**

A grievance may be lodged in accordance with Article 7 (Grievance Procedure) of this Agreement regarding any decision taken by the College in relation to the layoff and recall procedures in this Agreement. Such a grievance may begin at Step One.

**18.15 Severance Pay**

- (a) Regular Type A or Type B employees who have been given notice of layoff are entitled to severance pay as specified herein, provided:
  - (i) they have not exercised their bumping rights within the time limits set by the agreement, or
  - (ii) they have not been employed in a vacant position for which they are determined by the College to have the necessary qualifications, or
  - (iii) they do not elect to have their names placed on the recall list.
  
- (b) The amount of severance pay shall be calculated on the basis of the employee's normal rate of pay at the end of the layoff notice period and according to the number of completed years of service as follows:

<u>Service</u>	<u>Severance Pay</u>
1 year	2 weeks
2 years	4 weeks
3 years	6 weeks
4 years	8 weeks
5 years	10 weeks
6 years	12 weeks
7 years	14 weeks
8 years	16 weeks
9 years	18 weeks
10 years	20 weeks
11 years	22 weeks
12 years	24 weeks
13 years or more	26 weeks

- (c) If the employee elects to take severance pay, he or she thereby waives all other rights, claims or entitlements, and severs his or her relationship with the College.
- (d) In order to elect to take severance pay, the employee must submit written notice to the College within ten (10) work days after the date on which the layoff notice was given.
- (e) Where layoffs are necessary in emergency circumstances beyond the control of the College, the advance notice provisions are not applicable. In such cases, however, employees will receive payment in lieu of

notice equal to the payment for the appropriate notice time. It is understood that such payment in lieu of notice is in addition to severance pay.

**18.16 Job security**

The principle of job security will be honoured in all budget decisions. Where an employee's present job cannot be continued, the employer will make every effort to find appropriate work for that employee through reallocation of work, transfers, or retraining as appropriate.

# ARTICLE 19: WORKING CONDITIONS FOR STAFF EMPLOYEES

## 19.1 Work Week

Except where a modified work week has been implemented, the work week for regular full-time employees designated as "staff" shall be five (5) seven-hour (7-hr.) days, thirty-five (35) hours per work week, with no less than two (2) consecutive days off between work weeks.

### 19.1.1 Modified Work Week

- (a) A modified work week is a modification of the standard work week described in Article 19.1 (Work Week) which has been mutually agreed to by the employee and the Employer.
- (b) A modified work week may arise at the written request of either the College or of the employee; however, an employee cannot be required to work a modified work week.
- (c) The appropriate senior administrator shall use the following criteria in approving requests for a modified work week:
  - (i) the daily work of the work area in which the staff member is employed shall be carried out;
  - (ii) where the work area relates to other components of the College, the role of the work area shall not be diminished or diluted;
  - (iii) no additional costs to the College shall result, for example, by reason of:
    - a requirement for additional staff;
    - paying overtime rates within approved hours.
- (d) Any application for a modified work week shall be sent to the Associate Vice President of Student and Employee Services.

## 19.2 Shift Premiums

- (a) A shift premium will be paid:
  - (i) for all hours worked outside the employee's regular shift, when less than forty-eight (48) hours notice of change of shift was given the employee;
  - (ii) for all hours worked on a "split" shift, i.e., a shift on which the employee is required to take an unpaid break or breaks totalling two (2) hours or more;

- (iii) for all hours a staff employee is assigned to work outside the hours of 08:00 to 17:00 hours, whether or not advance notice of the shift assignment was given.

This provision will not apply where a staff employee has elected to work a flexible or modified work week which involves working outside the hours of 08:00 to 17:00 hours.

(b) Definition of Shifts

- (i) The shift premium from 16:30 hours until 23:59:59 hours inclusive, will be the afternoon rate.
- (ii) The shift premium from 00:00 hours until 07:59:59 hours inclusive, will be the night rate.

(c) Definition of Shift Premium

For the term of this Agreement staff (excluding janitorial and maintenance positions) will be paid:

- (i) forty-five cents (\$.45) per hour worked for the afternoon rate;
- (ii) seventy-five cents (\$.75) per hour worked for the night rate.

(d) Definition of Shift Premium for Janitorial and Maintenance Positions:

For the term of this Agreement staff janitorial and maintenance positions will be paid:

- (i) fifty-five cents (\$.55) per hour worked for the afternoon rate;
- (ii) eighty cents (\$.80) per hour worked for the night rate.

### 19.3 Meal Periods

An employee is entitled to a meal period of thirty (30) to sixty (60) minutes, to be scheduled as close to the middle of the work day as possible. If, as the result of an emergency, the employee is required to stay at his or her work station for the meal period, then the employee's work day shall be inclusive of that meal period.

### 19.4 Rest Periods

Regular full-time employees will be allowed two (2) fifteen (15) minute rest periods each work day -- one (1) in each half of the shift, i.e., one before and one after the meal period.

### 19.5 Overtime

Overtime is work performed by a staff employee in excess of seven (7) daily hours, or in excess of seventy (70) bi-weekly hours of work.

#### 19.5.1 Recording of Overtime

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Overtime must be authorized in advance by the appropriate supervisor, recorded on a time sheet, approved by the staff employee's immediate supervisor, and submitted to Payroll.

### 19.5.2 Overtime Rates

An employee shall be entitled to compensation for authorized overtime in excess of seven (7) hours daily or thirty-five (35) weekly hours.

Overtime shall be compensated, in twenty (20) minute increments, at the rate of:

- (a) time and one-half (1 ½ times) the staff employee's regular hourly rate for up to three (3) hours of overtime in any working day or eight (8) hours of overtime in a week;
- (b) time and one-half (1 ½ times) the staff employee's regular hourly rate for the first three (3) hours worked on the first day off of the employee's scheduled two (2) consecutive days off;
- (c) double time (2 times) the staff employee's regular hourly rate for any overtime worked in excess of three (3) hours overtime in any working day, or in excess of eight (8) hours overtime in a week;
- (d) double time (2 times) the staff employee's regular hourly rate for:
  - (i) all hours in excess of three (3) hours on the employee's first scheduled day off;
  - (ii) all hours worked on the employee's second scheduled day off;
  - (iii) all hours worked on a day the employee was scheduled to receive a statutory holiday or, where a holiday is rescheduled pursuant to Article 29.1(b) (Statutory Holidays), on a scheduled day off in lieu of a statutory holiday.

Overtime rates will be calculated on base rates only, and not on shift premiums.

### 19.5.3 Overtime Rights

- (a) A staff employee shall refuse to work overtime, except in emergency circumstances, unless the hours are approved and recorded in the department and with Employee Relations.
- (b) A staff employee shall not be required to take time off during regular hours to compensate for overtime worked. By mutual agreement of the employee and his or her immediate supervisor, authorized overtime may be taken as time off in lieu of paid overtime. Where time off is taken in lieu of overtime, such time off will be taken at the equivalent time of the rate earned when the overtime was worked, and shall be taken at a mutually acceptable time which is convenient to the needs of the department, but no later than the completion of the employee's next scheduled regular vacation period, or March 31st following the vacation.

- (c) A meal break of one-half (½) hour paid at the applicable overtime rate shall be given to an employee if the overtime worked extends more than two (2) hours beyond the completion of the employee's scheduled shift.

#### **19.5.4 Calculation of Overtime**

- (a) For the purpose of calculating the hourly rate, an employee's monthly rate shall be divided by one hundred and fifty-two (152).
- (b) Should the hourly rate arrived at result in a fraction of one cent (1 cent), it shall be taken to the next highest full cent.

#### **19.5.5 Allocation of Overtime**

Whenever practicable, overtime worked within a department shall be allocated among the employees within that department on an equitable basis.

#### **19.6 Call Out**

- (a) Employees called out to work before the beginning of their work days or back after completing their work days, where such work is not continuous with their regular shifts, shall be paid for a minimum of four (4) hours.
- (b) Cancellation of call out before the employee starts work shall result in a two (2) hour minimum at the applicable overtime rate.

#### **19.7 Staff Duties**

In addition to the duties outlined in the job description, staff duties may include, but not necessarily be limited to, the following:

- (a) approved professional development;
- (b) travel, where an employee is required to work at a location other than the usual location.

#### **19.8 Committee Participation**

- (a) In addition to the duties included in their jobs, Type "A" staff members are expected to participate on College committees. Participation will take place on College time. Participation in more than one (1) College committee whose activities require the employee to be absent from his or her regular duties requires approval of the appropriate senior administrator. The appropriate senior administrator shall provide the necessary preparation time for such committee work.

- (b) Staff with 50% or greater contracts, but less than full-time are encouraged to participate on College committees. Participation will take place on College time. Participation on more than one (1) committee will be consistent with Article 19.8 (a).

**19.9 Review of Job Duties**

- (a) At any time, employees may request that their supervisors review their job descriptions to determine its adequacy. Such a request shall be in writing.
- (b) Two years after a classification review, employees will receive written notification from Employee Relations that it is time to review their job classification.  
  
After notification, the employee will advise Employee Relations whether or not he or she wishes to pursue a formal job description review.
- (c) Upon request, Employee Relations will provide the employee with assistance in preparing a revised job description to be presented to his/her supervisor along with a written request for review.
- (d) Upon written request from the employee, the supervisor shall review the job duties with the employee.
- (e) After consultation with the supervisor, the appropriate senior administrator shall give a written response to the employee within ten (10) work days from the date the supervisor receives the request.
- (f) If the response in (d) above recommends a change in the job description, the change shall be completed and the appropriate senior administrator shall approve or not approve in writing a change in the job description within ten (10) work days of the decision to review.
- (g) If the senior administrator approves a change in the job description, he or she shall forward the appropriate material to the Job Classification Audit Committee within five (5) work days.
- (h) An employee may grieve his or her job description.

**19.10 Additional Hours of Work**

- (a) A staff employee whose contract is less than 100% but is consistently offered and accepts additional hours for a period of four months, shall have the contract revised if the additional hours are likely to continue.
- (b) It is the responsibility of either the employee or the FSA to request Employee Relations to review and revise the employee's contract.
- (c) The employer will supply the FSA with a quarterly report, due at the end of November, February, May, and August that will list all less than 100% employees submitting time sheets.

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# ARTICLE 20: WORKING CONDITIONS FOR FACULTY, ACADEMIC ASSISTANTS AND DIRECTORS

## 20.0 General

Employees will be expected to work regular schedules, with no less than two (2) consecutive days off per week, to meet the needs of the College in general and, specifically, of the department or work group to which the faculty employee is assigned.

In special circumstances exceptions to the following guidelines may be made by the College after consultation with the employee affected and other employees in the area.

## 20.1 Shift Work for Vocational Instruction

(a) Definition of Shifts

- (i) Day Shift: All hours worked on any shift which starts between 04:30 hours and 13:59 hours inclusive.
- (ii) Afternoon Shift: All hours worked on any shift which starts between 14:00 hours and 20:59 hours inclusive.
- (iii) Night Shift: All hours worked on any shift which starts between 21:00 hours and 04:29 hours inclusive.

(b) Definition of Shift Premium

For the term of this Agreement:

- (i) Thirty-five cents (35 cents) per hour worked for afternoon shift;
- (ii) Forty cents (40 cents) per hour worked for night shift.

(c) Shift Premium Entitlement

- (i) All vocational instructors working on afternoon or night shift as defined in Article 20.1(a) above shall be paid the shift premium defined in Article 20.1(b) above.
- (ii) An instructor working a full shift which begins between 11:00 hours and 13:59 hours inclusive shall receive the afternoon shift premium for all hours worked after 14:00 hours inclusive.
- (iii) Instructors working a modified work week who, by their own volition, choose to begin their shift at a time which would ordinarily qualify them for a shift premium shall not be entitled to the premium. Instructors required to begin their shift at a time which would qualify them for a shift premium in accordance with the above provisions will receive the appropriate premium.

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### **20.2.1 Work Load for Faculty**

- (a) The normal teaching duties assigned a full-time instructor of University Transfer or Career non-science courses organized on a semester basis shall be eight (8) courses per academic year. A non-science course normally consists of three to four hours of instruction per week for the duration of the semester.
- (b) The normal teaching duties assigned a full-time instructor of University Transfer or Career laboratory science courses are set out in 20.2.2 below; normal workload for Nursing Program faculty is set out in 20.2.3 below.
- (c) The normal teaching duties for a full-time instructor who teaches in a program organized on a training-day basis or which is funded as a vocational program shall not normally exceed twenty-five (25) hours of classroom instruction per week.
- (d) The assigned duty time for full-time non-classroom based faculty employees shall not normally exceed thirty-five (35) hours per week.
- (e) As far as is possible, all instructional faculty shall be eligible to teach the full range of college offerings within their assigned instructional areas. No faculty in the departments which offer third and fourth-year courses will be exempt from teaching courses at the first and second year levels.
- (f) The University College has a commitment to establishing a fund to support scholarly activity, accessible to all faculty, as outlined in Article 24.2 (Professional Development Funds).
- (g) Within any two-year period, faculty may apply to have up to 25% of one annual workload reassigned to scholarship directly related to the faculty member's area of expertise, scholarship being broadly defined.
- (h) Such reassignment of workload shall be made by recommendation of the Department to the Instructional Dean for the area, and with the approval of the Dean, and further approval by an appropriate committee on scholarship.
- (i) Any scholarship undertaken as a result of the reassignment of workload shall be subject to evaluation as part of the faculty member's regular workload.
- (j) Instructors who are to be evaluated on additional scholarship must be granted a reassignment of teaching or other duties in order to allow them the opportunity to perform these assignments satisfactorily.

### **20.2.2 Workload for Science Faculty and Lab Instructors**

- (a) Science lecture faculty's contact hours will be 16 per week. To the extent faculty instruct in labs, lab hours are 50% of the value of a lecture hour. The weekly maximum hours in actual class instructional time shall not exceed 18, except by overload compensation or equivalent reduction in hours of instruction in the ensuing semester or academic year.
- (b) The lab portion of science courses shall not exceed 18 students, except in those courses determined by the department head where the maximum class size may be 24. (Lab instructors will not normally be assigned to instruct these sections).

- (c) When sufficient lecture work exists, lecture faculty agree to vacate instruction of first year labs, which will be assumed by lab instructors. On occasion and when required, faculty may teach a first year lab to fill out their instructional workload. When this occurs, no regular lab instructor can be displaced from a lab.
- (d) The College and FSA agree to a lab instructor pay scale of Step 1 to Step 7 inclusive from the faculty scale, as described in Article 22.6.2(b). Academic assistants assuming this new position shall be placed at Step 4.
- (e) Lab instructors will have a faculty workload, the contact hours normally being 18 per week.
- (f) The College agrees that lab instructors who are assigned lab technician duties maintain their faculty position and rate of pay.
- (g) Lecture faculty and lab instructors are obligated to consult and agree on matter of common concern such as the compatible sequences of lectures and labs.
- (h) The College agrees to provide lab technician support in those labs offered by lecture faculty, where the Department determines that safety concerns and instructional complexities require two employees.
- (i) The University College agrees that when a "lab only" course is offered, the actual time of instruction shall apply, as in lecture courses.

### **20.2.3 Work Load for Nursing Program Faculty**

Faculty in the Nursing Program will average eighteen (18) contact hours per week, over an academic year. The length of an academic year is two terms of fourteen (14) weeks and one term of four (4) weeks.

### **20.2.4 Work Load Modification**

- (a) Upon the recommendation of the departments, and with the approval of the appropriate Dean, instructors, including RPTs, preparing and teaching courses new to the UCFV curriculum or supervising graduating projects in degree-completion programs will have up to 25% of their normal teaching duties reassigned to these tasks. RPTs not teaching a full load will receive the equivalent seniority up to 25% of the normal teaching load.
- (b) An instructor teaching one (1) or two (2) third or fourth year courses in a degree-completion program will have a 12.5% reassignment of the regular course workload during an academic year to engage in scholarly activity. If either of the two third or fourth year courses is new to the instructor, the reassignment will be 25%.
- (c) Instructors teaching three (3) or more third or fourth year courses in a degree-completion program will have a 25% reassignment of the regular course workload during an academic year to engage in additional scholarly activity.
- (d) The minimum teaching load will be no less than 75% of the normal teaching load.

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- (e) Additional activities must be undertaken as a result of reassignment of teaching duties, and will be subject to evaluation as a normal part of faculty workloads.
- (f) Any disputes arising from the interpretation of the preceding, shall be referred back to the originating committee for resolution.
- (g) This clause is a sunset clause; a review of this article will take place in March 31, 2001.

#### **20.2.5 Daily Limits**

A faculty employee shall not normally be required to have more than seven (7) class contact hours in any one (1) instructional day, and the length of the instructional day shall not normally exceed twelve (12) hours. The faculty employee shall not normally be expected to teach both an evening section and any block which begins less than 12 hours after the evening section ends on the following day.

#### **20.2.6 Weekly Limits**

The work week shall not normally include more than thirty-five (35) hours of assigned duty time during which an employee is required by the College to be at a specific location.

#### **20.2.7 Overloads**

No faculty employee shall be required to teach an overload.

#### **20.2.8 Class Size**

- (a) Class size for semester-based courses shall not normally exceed thirty-six (36) students. Class sizes for some courses may have maximum enrollments of less than 36. The laboratory portion of Science courses shall not normally exceed twenty-four (24) students (see 20.2.2(b) above). Class size for training-day based courses shall not normally exceed twenty-two (22) students. Within the maximum limits stated above, policy decisions regarding class sizes for individual courses will be determined by the Instructional Deans.
- (b) For the purpose of application of class size limits, actual enrollment in a given course section is determined on the date specified by the Ministry of Education for reporting stable enrollment figures.
- (c) The class size of an individual course section may not be unilaterally increased by management. The department and instructor must consent in writing to the increase.
- (d) The class size of an individual course section may not be unilaterally decreased by an instructor or department. The Dean of the area must consent in writing to the decrease.
- (e) Class size increases or decreases are a matter for joint union-management consultation. Present maximum enrollment limits for each course will be presumed to be acceptable unless either side requests a review.

- (f) If the dean, instructor, and department cannot agree on the maximum class size in a particular course section, course or courses, they may apply to a joint review committee composed of the Vice President of Administration, Associate Vice President of Student and Employee Services, one instructional Dean, the FSA Agreements Chair, and Two additional FSA Executive members. Agreement shall not be unreasonably withheld.
- (g) If either side requests it, a Task Force may be appointed to review class sizes on an institution-wide basis over the term of this agreement. The Task Force should have equal representation from the FSA and management, and should make every effort to represent a cross-section of instructional areas.

### 20.2.9 Faculty Duties

- (a) In addition to instructional duties, a teaching faculty employee's duties may include, but are not necessarily limited to, the following:
  - (i) approved professional development;
  - (ii) course preparation and revision;
  - (iii) student consultation and/or selection;
  - (iv) requisitioning supplies and equipment, and LRC materials;
  - (v) participation on College committees;
  - (vi) liaison with and supervision of College employees;
  - (vii) development of new programs, curriculum and teaching methods;
  - (viii) scholarly activity;
  - (ix) consultation and liaison with partner institutions in the preparation and offering of upper division courses;
  - (x) community services such as community education courses, public lectures and community advisement or research in the area of the instructor's discipline and/or expertise;
  - (xi) other related duties.
- (b) The teaching faculty duty year shall consist of the following:
  - (i) one hundred and ninety (190) days duty time;
  - (ii) twenty (20) days approved professional development time;
  - (iii) forty (40) consecutive days annual vacation.

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- (c) Faculty non-instructional duties are to be approved by the appropriate administrator in consultation with the coordinator and the individual faculty members in accordance with duties described in 20.2.6(a) above, Faculty Duties.
- (d) Every second year, faculty teaching in semester-based programs may be required to teach up to one (1) six (6) week course or its equivalent during their professional development/non-instructional duty time as a part of their regular course load.
- (e) Non-teaching faculty and academic assistant duties are as described in job descriptions which are prepared by the appropriate senior administrator.
- (f) For all non-teaching faculty, the duty year shall normally consist of the following:
  - (i) up to twenty (20) days approved professional development time;
  - (ii) forty (40) consecutive days annual vacation;
  - (iii) the remainder of the year as assigned duty time.
- (g) For all academic assistants, the duty year shall normally consist of the following:
  - (i) up to ten (10) days approved professional development time;
  - (ii) thirty (30) days annual vacation;
  - (iii) the remainder of the year as assigned duty time.
- (h) There shall be an annual plan developed by each faculty member in consultation with his or her department coordinator, and approved by the appropriate Dean, regarding duty time as described in 20.2.9(a) above. This plan will take into consideration the needs of the faculty member as much as possible, but also respond to the needs of the department, the College and the students.
- (i) College Management, in consultation with Program Heads, Department Heads and Coordinators, shall examine closely ongoing curriculum development needs and other indirect instructional considerations of departments to ensure that training-day-based faculty have sufficient time to perform these essential tasks well. It is recognized that some variation will occur across the College, but conspicuous inequities between all program areas will be reduced to a minimum. Where possible, immediate adjustments will be made to shorten direct instructional loads of training-day-based faculty to reflect these concerns.

**20.2.10 Course Preparation Limits**

An instructor teaching courses in a semester-based program shall not normally be required to prepare more than three (3) different courses per semester, or more than five (5) courses per academic year.

**20.2.11 Exceptions**

Exceptions to the provisions regarding normal working conditions for faculty will be resolved upon recommendation of the appropriate Department Head, Program Head or Coordinator, and approval of the appropriate Instructional Dean.

### **20.3 Assignment of Courses for Faculty**

The procedure for the assignment of courses, as outlined in the UCFV Procedure For The Assignment of Courses policy, cannot be altered without the approval of the FSA and the College.

### **20.4 Working Conditions for Directors**

Directors shall normally work regular schedules of thirty-five (35) hour weeks, with no less than two (2) consecutive days off per week, to meet the needs of their specific area and the College in general.

Where the nature of the position requires evening or weekend work, thirty-five (35) hour work weeks will be taken as an average when determining the extra hours worked. The amount and the scheduling of compensatory time shall be mutually agreed upon by the senior administrator and the appropriate director.

In addition to their regular duties, directors have an obligation to participate in College-wide committees and to undertake approved professional development. In order that they may fulfill the latter obligation, directors shall be granted time off by the appropriate senior administrator for approved professional development, as distinct from their annual vacation entitlement.

## **ARTICLE 21: STAFF WAGE RATES AND SALARY SCHEDULES**

### **21.1 Rates of Pay/Salary Schedules**

Employees will be paid wages or salaries in accordance with the Wage and Salary Schedules attached hereto and forming part of this Agreement. The indication of a pay group in the Schedules shall not bind the Employer to create or fill such pay groups.

### **21.2 Acting in a Higher Capacity**

- (a) Employees directed to perform the principal duties of a higher paying position for a period in excess of five (5) work days, shall receive an increase of ten percent (10%) of their rate of pay for the time in which they are actually performing the higher rated duties.
- (b) If the major responsibilities of the higher rated position are assigned to the employee, the rules of promotion will apply in determining the rate of pay.

### **21.3 Additional Duties**

A Dean may, at his/her discretion compensate a Staff employee 10% additional compensation for performing duties of an employee or employees on the same pay group or lower who are absent due to illness, family emergency, etc. as a form of merit recognition.

### **21.4 Rate of Pay on Temporary Assignment to a Lower Paid Position**

Employees temporarily assigned by the employer to a position with a lower rate of pay shall maintain their regular rate of pay.

### **21.5 Rate of Pay on Transfer or Promotion**

- (a) Employees permanently transferred to a lower paying position shall be paid at the increment rate for the new position that is immediately lower than that which they had been receiving.
- (b) Employees transferred to another position which has the same pay rate as the employee's former position, shall be given no change to their rate of pay or increment anniversary date.
- (c) Employees promoted to a higher paying position, shall receive the increment rate for the new position which is immediately higher than the increment rate they had received in their previous position.
- (d) Transfers or promotions shall not affect an employee's increment anniversary date, seniority, or entitlement to benefits, except as may otherwise specifically be provided in this Agreement.

### **21.6 Rate of Pay on Reclassification**

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- (a) Where an employee's position is reclassified to a higher pay group, the employee shall then be paid at the new pay rate which is immediately higher than he or she had previously been receiving.
- (b) When a position is reclassified to a lower rated pay group, any incumbent employees shall continue to receive the same rate of pay they had been receiving, but will not receive any further increments or pay increases until such time as the new rate for appropriate service in the reclassified position equals or exceeds the rate the employee has been receiving.
- (c) Reclassification shall not affect an employee's increment anniversary date, seniority, or entitlement to benefits, except as may otherwise be specifically provided in this Agreement.
- (d) An employee may grieve improper classification.

**21.6.1 Job Classification Audit Committee**

- (a) The Employer shall arrange for the training of three (3) representatives of the Association and three (3) representatives of the College administration in the job evaluation rating system employed by the College. The cost of training shall be shared equally between the Employer and the Association.
- (b) All new positions falling within the classification provision of this Agreement shall be audited and shall be reviewed six (6) months later. For existing positions, the Committee shall audit a classification change only when there is a change in the job description.
- (c) A joint Job Classification Audit Committee equally representing the Employer and the Association shall, at the request of either party, subject to (b) above,
  - (i) convene to audit the classification assigned to any position falling within the classification provision of this Agreement;
  - (ii) make recommendations in writing to the Employer as may be necessary concerning the classification of any position falling within the classification provision of this Agreement.

The Job Classification Audit Committee shall endeavour to inform the parties of the factors involved and the results of each stage of the position classification procedure.

- (d) The Job Classification Audit Committee shall not exceed a total of six (6) members, three (3) appointed by and from the Association and three (3) appointed by the Employer. Four (4) members equally representing the Association and the Employer shall constitute a quorum.

**21.7 Regular Part-Time Employees: Rate of Pay**

- (a) Regular Part-time employees will be paid the same proportion of full salary that their assignment bears to regular full-time.
- (b) Those who do not choose to participate in the benefits program (see Article 31.1, Access to Benefits) will receive a four (4%) percent benefits allowance.

**21.8 Increment Anniversary: Staff**

- (a) Employees will be eligible for placement on the next higher increment (up to maximum on their pay scale) as of the first day of the pay period following the earning of twelve (12) months of seniority as defined in Article 17.1 (Calculation of Seniority).
- (b) An increment may be withheld or, in the case of an employee at maximum, withdrawn for less than satisfactory service based on the employee's evaluation report.
- (c) If an employee takes more than six (6) months of unpaid leave in any year, the employee's increment anniversary date will be postponed one (1) full year.
- (d) The employer may grant more than one (1) pay increment for improved qualifications.

**21.9 Pay Days**

Employees shall be paid semi-monthly. Pay shall be issued at the employee's normal place of work, or at such place as the employee may request in writing and the College approves.

**21.10 Schedules**

(a) The Monthly Staff Salary Schedule from April 1, 1998 to March 31, 2000 shall be the following:

<u>Group</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
14	4,685	4802	4893	5,014	5100	5227
13	4,478	4,590	4,685	4,802	4893	5,014
12	4,271	4,378	4,478	4,590	4685	4,802
11	4,063	4,165	4,271	4,378	4478	4,590
10	3,856	3,952	4,063	4,165	4271	4,378
9	3,669	3,762	3,856	3,952	4063	4,165
8	3,429	3,516	3,669	3,762	3856	3,952
7	3,049	3,125	3,239	3,321	3429	3,516
6	2,858	2,929	3,049	3,125	3239	3,321
5	2,734	2,788	2,858	2,929	3049	3,125
4	2,578	2,668	2,734	2,788	2858	2,929
3	2,380	2,441	2,514	2,578	2668	2,734
2	2,266	2,324	2,380	2,441	2514	2,578
1	2,157	2,210	2,266	2,324	2380	2,441

(b) The staff salary scale shall be adjusted by 2.1% on April 1, 2000; the application of this adjustment to the specific details of this scale shall be negotiated by the College and the Association prior to that date.

**21.11 Method of Payment for Type “A” Less Than 12 Months**

Should an employee who is employed for less than 12 months and greater than or equal to eight months wish to have their salary paid over 12 months they can make application to do so by writing to the Associate Vice President of Student and Employee Services prior to August 1 of any year. If they want to revert back to being paid over their period of employment rather than over 12 months they must request to do so to the Associate Vice President by August 1.

**ARTICLE 22: FACULTY, ACADEMIC/EDUCATIONAL ADVISOR AND DIRECTORS' WAGE RATES AND SALARY SCHEDULES**

**22.1 Rates of Pay/Salary Schedules**

Employees will be paid wages or salaries in accordance with the Wage and Salary Schedules attached hereto and forming part of this Agreement.

**22.2 Acting in a Higher Capacity or as a Substitute**

- (a) In the event employees are directed to perform the principal duties of a higher paying position for a period in excess of five (5) work days, they shall receive an increase of ten percent (10%) of their rate of pay for the time in which they are actually performing the higher rated duties.
- (b) If the major responsibilities of the higher rated position are assigned to the employee, the rules of promotion will apply in determining the rate of pay.
- (c) When a faculty member is asked to perform the duties of another employee who is on sick leave, attending a family emergency, or absent for any similar reason, the faculty member is entitled to fair compensation for those duties. For periods of time less than one week, the faculty member will receive this compensation by applying to Employee Relations for an honorarium. In situations where these duties are performed for a protracted period of time (the equivalent of a week or more of full-time work), that faculty employee shall receive the additional pay appropriate for a substitute in the position filled. In cases where the faculty member is assuming additional duties by acting in a higher capacity, compensation shall be calculated as \$125.00 for periods greater than two weeks and less than one month. For periods greater than one month a payment will be given that is fair and equitable considering the time and circumstances of each case.

**22.3 Increment Anniversary: Faculty**

- (a) Faculty, Academic Assistants and Directors will be eligible for placement on the next higher increment (up to maximum on their pay scale) as of the first day of the month following the earning of twelve (12) months of seniority as defined in Article 17.1 (Calculation of Seniority).
- (b) An increment may be withheld or, in the case of an employee at maximum, withdrawn for less than satisfactory service, based on the employee's evaluation report.
- (c) The employer may grant more than one (1) pay increment for improved qualifications.

**22.4 Additional Responsibilities**

A faculty member who accepts in writing special responsibilities such as serving as a Department Head shall normally be granted the release time necessary to fulfill those responsibilities. However, the appropriate Dean may, after consultation with the coordination group, grant additional compensation by salary adjustment when the normal duties and responsibilities defined in the relevant job description are exceeded.

## 22.5 Pay Days

Faculty, Academic/Educational Advisors and Directors' salaries shall be paid in twelve (12) equal monthly installments. Pay shall be issued at the employee's place of work, or at such place as the employee may request in writing and the College approves.

### 22.6.0 Schedules and Placement on Schedules

- (a) Faculty Placement: Minimum qualifications of Masters degree or appropriate journeyman certification and at least eight (8) years' journeyman experience, or equivalent of either, shall have a base placement of Step 1 (one). Minimum qualifications of Doctorate or appropriate journeyman certification and at least fifteen (15) years journeyman experience, or equivalent of either, shall have a base placement of Step Three (3).
- (b) Vocational teaching experience evaluated by the Employer as more than satisfactory shall be considered as equivalent journeyman experience under these provisions.
- (c) Part-time employees who are appointed to Type B positions will have the number of sections taught at UCFV taken into account when placement on scale is determined, in addition to experience taken into account under 22.6.1 (Recognition of Previous Comparable Experience).
- (d) Initial placement on the Salary Scale is not grievable.

The Employer may, with the consent of the employee, change the initial placement of the employee.

### 22.6.1 Recognition of Previous Comparable Experience

Previous comparable work experience as evaluated by the Employer shall be recognized at the rate of one (1) step for each year of full-time experience. Where such experience is recognized, teaching assistantships, laboratory experience, and related part-time experience shall be recognized on a proportional basis not to exceed point five (.5) to one (1). Comparable work experience shall be determined by the Employer to a maximum of seven (7) additional steps.

**22.6.2 Schedules**

(a) The Faculty Salary Schedules from April 1, 1998 to March 31, 2001, shall be the following:

<b>Step</b>	<b>Current Scale</b>	<b>Step</b>	<b>36616</b>
1	43900	1	45,859
2	45400	2	47,214
3	46,900	3	48,609
4	48,400	4	50,045
5	49,900	5	51,524
6	51400	6	53,046
7	52900	7	54,614
8	54,400	8	56,227
9	55,900	9	57,889
10	57400	10	59,599
11	58900	11	61,360
12	60400	12	63,173
13	61900	13	65,200
14	63400		

(b) The Lab Instructor Salary Schedules from April 1, 1998 to March 31, 2001, shall be the following:

<b>Step</b>	<b>April 1, 1998</b>	<b>April 1, 2000</b>
1	43,900	45,859
2	45,400	47214
3	46,900	48609
4	48,400	50,045
5	49,900	51,524
6	51,400	53,046
7	52,900	54,614

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- (c) The Academic Assistant/Educational Advisor Salary Schedules from April 1, 1998 to March 31, 2001 shall be the following:

<u>Step</u>	<u>35885</u>	<u>36616</u>
1	34,922	35,655
2	36,688	37,458
3	38,454	39,261
4	40,220	41,064
5	41,986	42,868

### 22.6.3 Directors' Schedules

- (a) The Directors' Salary Schedule, from April 1, 1998 to March 31, 2000 will be the following:

<u>Scale</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
D-I	63400	65400	67400	69400	71400
D-II	61800	63450	65100	66750	68400
D-III	57400	58900	60400	61900	63400

- (b) The Director's Salary Schedule, from April 1, 2000 to March 31, 2001 will be the following:

<u>Scale</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
D-I	65200	67200	69200	71200	73200
D-II	63600	65250	66900	68550	70200
D-III	57889	59599	61360	63173	65200

- (c) Step 5 of the D-I Scale is set at \$8000 above step 14 of the Faculty Scale; Step 5 of the D-II Scale is set at \$5000 above step 14 of the Faculty Scale; and the D-III scale is the top 5 steps of the Faculty Scale.

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**22.6.4 Sessional Schedules**

Sessional Instructors will be paid one-twelfth (1/12) of Step 4 of the Faculty Schedule, for each three-to-four (3-4) hour course. An additional FOUR HUNDRED DOLLARS (\$400.00) will be paid to sessional instructors for each five-to-six (5-6) hour course instructed; an additional EIGHT HUNDRED DOLLARS (\$800.00) will be paid for instructing each three-to-four (3-4) hour course with lab.

<u>Sessional Rates (Step 4 Basis)</u>	<u>April 1, 1998 - March 31, 2000</u>	<u>April 1, 2000 - March 31, 2001</u>
A. 3 - 4 hours Sessional	4033	4170
B. 5 - 6 hours per week (30 hours)	4433	4570
C. 3 - 4 hours per week, plus lab (45 hours extra)	4833	4970

NOTE: Rates include vacation pay and benefit allowance

**22.6.5 Regular Part-time Faculty Per-Section Schedules**

Probationary regular part-time faculty will be paid one-twelfth (1/12) of Step 6 of the Faculty Schedule, plus seven percent (7%) in lieu of vacation and benefits, for the instruction of each three-to-four (3-4) hour course. An additional FOUR HUNDRED DOLLARS (\$400.00), plus seven percent (7%) in lieu of vacation and benefits will be paid for the instruction of each five-to-six (5-6) hour course; an additional EIGHT HUNDRED DOLLARS (\$800.00), plus seven percent (7%) in lieu of vacation and benefits will be paid for the instruction of each three-to-four (3-4) hour course with lab.

<u>Rates (Step 6 Basis)</u>	<u>April 1, 1998 - March 31, 2000</u>	<u>April 1, 2000 - March 31, 2001</u>
A. 3 - 4 hrs\wk	4583	4730
B. 5 - 6 hrs\wk (30 hours extra)	5011	5158
C. 3 - 4 hrs\wk+lab (45 hours extra)	5439	5586

NOTE: Rates include vacation pay and benefit allowance for those not eligible for or not choosing the benefit plan. For those regular part-time employees choosing benefits (Article 31.1, Access to Benefits) vacation adjustment will be 3%.

A Regular Part-Time instructor (non-probationary) who teaches on a per-section basis will move to rates based on Step 7 of the Faculty Schedule after teaching eight (8) sections as a Regular Part-Time Employee.

<u>Rates (step 7 Basis)</u>	<u>April 1, 1998 - March 31, 2000</u>	<u>April 1, 2000 - March 31, 2001</u>
A. 3 - 4 hours per week	4717	4870
B. 5 - 6 hours per week (30 hours extra)	5145	5298
C. 3 - 4 hours per week, plus lab (45 hours extra)	5573	5826

NOTE: Rates include vacation pay and benefit allowance for those not eligible for or not choosing the benefit plan. For those regular part-time employees choosing benefits (Article 31.1, Access to Benefits) vacation adjustment will be 3%.

### 22.6.6 Regular Part-time Faculty Daily and Hourly Schedules

<u>April 1, 1998 - March 31, 2000</u>			<u>April 1, 2000 - March 31, 2001</u>		
<u>Daily</u>	<u>Hourly</u>	<u>High Hourly</u>	<u>Daily</u>	<u>Hourly</u>	<u>High Hourly</u>
174.1	24.86	34.8	192.18	27.45	38.44
187.01	26.72	37.4	203.71	29.1	40.74
193.46	27.64	38.69	209.73	29.96	41.95

Regular faculty offering an overload will be paid on the basis of one-twelfth (1/12) of Step 7 of the faculty Schedule.

### 22.6.7 Method of Payment of Faculty Contracts, Less than 12 Months

Should an employee who is employed for less than twelve (12) months and greater than or equal to eight (8) months wish to have his or her salary paid out over twelve (12) months, the employee may make application to do so by writing to the Associate Vice President of Student and Employee Services prior to August 1st of any year. If the employee wishes to revert to being paid out over his/her period of employment rather than over twelve (12) months, the employee must request this by writing to the Associate Vice President by August 1st.

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## **ARTICLE 23: ALLOWANCES**

### **23.0 Travel Requirements**

Duties may require employees to travel between the main College campuses, or to other locations within or outside the College region. Expenses for such travel required by the College, including reasonable accommodation and meal expenses in emergency situations, will be paid to employees in accordance with this Article.

### **23.1 Mileage**

- (a) Employees required to use private vehicles for College business will be reimbursed at the rate of thirty one (31) cents per kilometre.

This rate will be reviewed on March 31 and September 30 of each year and will be adjusted to the mean (simple average) of the other colleges and institutes (as listed in Article 22.6.2, Faculty Salary Schedules) at those dates. Adjusted rates will be effective on the first (1st) day of the month following the review.

All mileage for which a claim is made must be approved by the employee's immediate supervisor.

- (b) The College will purchase business insurance for employees who are normally required to travel on College business more than four (4) times per month. The rate of reimbursement will be the difference between the cost of to and from work insurance at the maximum safe driver discount to the cost of normal business insurance at the maximum safe driver discount. Prior approval is required from the appropriate Dean, and the employee is to secure the required coverage and then claim the additional cost on the college expense claim form.

### **23.2 Meals and Accommodation**

An employee required to travel outside the College region on College business will be reimbursed for reasonable expenses for meals, accommodation and other legitimate requirements of the employee. Claims for such expenses must be accompanied by receipts.

### **23.3 Transfer Allowances**

- (a) The College shall pay for the initial move of household goods for those employees reassigned to another location at the College's request. Employees, where possible, will normally assign their household goods to the carrier who submits the lowest of two (2) competitive bids.
- (b) An employee shall not be transferred more frequently than every three (3) years, except by mutual agreement of Employer and employee.
- (c) Employees shall not be required to transfer from their originally assigned locations if the work they performed at that original location is to be continued.
- (d) Notice of transfer must coincide with the regular notice of appointment.

- (e) When a staff employee's position is transferred to another campus but the employee does not wish to relocate, the employer will make an effort to reassign duties or find another position for the employee on his/her present campus.

## ARTICLE 24: PROFESSIONAL DEVELOPMENT

### 24.1 Joint Intent re Professional Development

It is mutually agreed that professional development is in the interest of both parties for the purpose of assisting employees to upgrade present skills and knowledge, adapt to new work methods and procedures, and prepare for career advancement within the College. Furthermore, levels of funding for professional development should, whenever possible, enable employees to participate fully in the activities defined in this article.

### 24.2 Professional Development Funds

To support in-service professional development, educational leaves and exchange programs, the College should budget annually for professional development in the following manner:

- (a) One point six percent (1.6%) of the total salary budget for employees within the bargaining unit shall be available to support in-service professional development activities.
- (b) The Staff Educational Leave Fund (SELF) to support assisted educational leaves as defined in Article 24.3(b) will consist of:
  - (i) **\$30,000 for 1997/1998**
  - (ii) **\$65,000 for 1998/1999**
  - (iii) **\$75,000 for 1999/2000**
  - (iv) **\$85,000 for 2000/2001**
  - (v) **\$100,000 for 2001/2002**

The staff ELF is a continuing fund which shall carry over any remainder to the next budget year.

- (c) The Faculty Educational Leave Fund (FELF) to support assisted educational leaves, as defined in Article 24.3(b) will consist of the following amounts from the College:

2% of Type "B" faculty, academic/educational advisors and directors' prior year's salary

As well, faculty, academic/educational advisors, and directors agree to contribute in each of the fiscal years noted below, 0.4% of their salaries.

The Faculty ELF is a continuing fund which shall carry over any remainder to the next budget year.

### 24.3 Classification of Professional Development

There shall be four (4) categories of professional development.

- (a) In-service professional development, defined as time off at full pay for the purpose of attending conferences, workshops and other approved professional development activities which do not take the employee from regular duties for more than fifteen (15) consecutive work days at a time. All employees within the bargaining unit shall be eligible for in-service professional development, and direct replacement costs for an employee undertaking such activities shall be paid out of the Professional Development Fund. Regular Part-time employees are limited to in-service Professional Development.
- (b) Assisted educational leave, which shall be subdivided into two categories:
  - (i) Assisted short-term educational leave defined as leave of sixteen (16) to ninety (90) work days, during which a Staff employee shall receive full pay and a Faculty employee shall receive 80% of full base pay.

Staff employees shall be eligible for assisted short-term educational leave after completion of the equivalent of three (3) years of continuous employment with the College since their initial appointment, or after completion of up to the equivalent of two (2) years continuous employment with the College since the end of their most recent assisted educational leave period. If the previous assisted short-term educational leave was less than the maximum, the waiting period for further eligibility shall be the appropriate fraction (to the nearest day) of two (2) years continuous employment with the College, as calculated on a straight pro-rata basis.

Faculty employees shall be eligible for assisted short-term educational leave after completion of the equivalent of five (5) years of continuous employment with the College since their initial appointment, or after completion of up to the equivalent of three (3) years continuous employment with the College since the end of their most recent assisted educational leave period. If the previous assisted short-term educational leave was less than the maximum, the waiting period for further eligibility shall be the appropriate fraction (to the nearest day) of three (3) years continuous employment with the College, as calculated on a straight pro-rata basis.

- (ii) Assisted long-term educational leave, defined as leave of ninety-one (91) to two hundred (200) work days, during which time a Staff employee shall receive one hundred percent (100%) of full base pay and a Faculty employee shall receive eighty (80%) of full base pay, plus full vacation pay when appropriate.

Staff employees shall be eligible for assisted long-term educational leave after completion of the equivalent of five (5) years of continuous employment with the College since their initial employment, or completion of up to the equivalent of five (5) years continuous employment with the College since the end of their most recent assisted educational leave period. If the previous assisted educational leave was less than the maximum, the waiting period for further eligibility shall be the appropriate fraction (to the nearest day) of five (5) years continuous employment with the College, as calculated on a straight pro-rata basis.

Faculty employees shall be eligible for assisted long-term educational leave after completion of the equivalent of five (5) years of continuous employment with the College since their initial employment, or completion of up to the equivalent of seven (7) years continuous employment with the College since the end of their most recent assisted long-term educational leave period or three (3) years since their most recent short-term educational leave period. If the previous assisted long-term educational leave was less than the maximum, the waiting period for further

eligibility shall be the appropriate fraction (to the nearest day) of seven (7) years continuous employment with the College, as calculated on a straight pro-rata basis.

- (iii) Assisted replacement cost Ed Leave for staff who take a course during regular working hours. The replacement cost will be applied in the following manner: The wages will be paid of a replacement worker for the time the employee is away from work to attend the course.

Staff employees shall be eligible for assisted replacement costs for educational leave after completion of the equivalent two (2) years of continuous employment. Assisted replacement cost may be used for one course per semester.

- (c) Unassisted educational leave (faculty or staff) defined as leave of sixteen (16) to two hundred (200) work days, during which time the employee shall not be paid.

Employees shall be eligible for unassisted educational leave after completion of the equivalent of three (3) years continuous employment with the College since their initial appointment, or completion of the equivalent of up to two (2) years continuous employment with the College since the end of their most recent educational leave or exchange period.

If the previous unassisted educational leave was less than the maximum, the waiting period for further eligibility shall be the appropriate fraction (to the nearest day) of two (2) years continuous employment with the College, as calculated on a straight pro-rata basis.

Regular part-time employees 50% or greater shall be eligible for short-term and long-term unassisted educational leave after two years of continuous employment. Seniority received during their leave period shall be equivalent to the prior academic year.

- (d) Assisted exchange leave (faculty or staff), defined as leave at full base pay whereby qualified employees, with their consent, are exchanged for a period of up to two hundred (200) work days. Employees shall be eligible for exchange leave after completion of the equivalent of three (3) years of continuous employment with the College since their initial employment or the equivalent of up to two (2) years of continuous employment with the College since the end of their most recent educational leave or exchange period. If the previous unassisted exchange leave was less than the maximum, the waiting period for further eligibility shall be the appropriate fraction (to the nearest day) of two (2) years continuous employment with the College, as calculated on a straight pro-rata basis.

Professional development does not include time and money spent on regular College business, nor does the term include training or education required rather than recommended by the College.

The Employer may refuse to grant leave to an employee where such leave would disrupt the operation of the College, as determined by the Employer within guidelines established by the Joint Professional Development Committee, but this decision may be grieved by the employee. Such decisions regarding assisted exchange leaves shall be made in consultation with the appropriate employees in the affected area.

#### 24.4 Allocation of Professional Development Funds

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- (a) The administration and allocation of the Professional Development Fund is the responsibility of the Joint Professional Development Committee which shall, in consultation with the applicant's senior administrator, and having considered the needs of the department, accept, modify or reject an employee's request for funds and/or time.
- (b) The responsibility for accepting, modifying or rejecting an application for assisted leave, unassisted leave, and exchange leave shall rest solely with the Joint Professional Development Committee and shall not be delegated. However, the Joint Committee may seek the advice of a sub-committee concerning such applications. Applications shall initially be judged on a pass/fail merit basis. The passing applications shall then be considered according to the length of time the applicant has been eligible for such leave. If, after these two steps, more applications are eligible than may be approved, the applications shall be judged according to the seniority of the applicants.
- (c) The SELF and FELF as defined in Article 24.2(b) and (c) (Professional Development Funds) will be used to pay for the direct costs of an employee granted assisted educational leave. Such costs will be limited to salary and benefits (as described in Article 28 (Benefits) of this Agreement) of a replacement person or persons, recruitment costs, and any approved expenses as specified in Article 24.4(f) (Allocation of PD Funds).

If an employee granted assisted educational leave does not receive full salary due to an educational leave allowance of less than full salary, or due to receipt of external support, then the portion of salary and benefits not paid to that employee will be contributed to the SELF or FELF. The SELF and FELF are continuing funds which shall carry over any surplus to the next budget year.

- (d) Not less than fifty percent (50%) of the SELF and FELF shall be annually allocated for short-term educational leave. Not less than forty percent (40%) of the SELF and FELF shall be annually allocated for long-term educational leave. If, in any fiscal year, applications are received by the Joint PD Committee such that these percentage allocations cannot be met, the Joint PD Committee may redistribute the allocations as it deems appropriate.
- (e) At the request of the employee, up to ten percent (10%) of the total amount of an employee's pay during educational leave may be withheld by the College and claimed as a reimbursement for expenses rather than salary. At the end of the leave period the employee must submit receipts acceptable to the College in order to receive expense reimbursement. If less than the amount withheld is claimed as expenses, the balance will be paid to the employee as salary.
- (f) Not more than one thousand dollars (\$1,000.00) for approved expenses related to leave shall be allocated in addition to their full salary to employees granted assisted exchange leave.

## **24.5 Composition of Joint Professional Development Committee**

The Joint Professional Development Committee shall consist of five (5) members appointed by the College administration, and five (5) members appointed by and from the Association.

## **24.6 Employee Obligation**

An employee granted professional development leave may be required to maintain contact with the Employer and to provide such information as will allow the Employer to determine whether or not the conditions of the leave have been met. An employee granted professional development leave may be required by the Employer to return to the College for a period equal to twice (2 times) the length of the leave period, and to submit acceptable activity reports to the Joint Professional Development Committee. An employee who defaults on these conditions may be required to refund all or part of the amount paid on terms the Employer considers appropriate. Should the employee fail to return to the College or leave the College before completion of the full period of obligation, the maximum amount of repayment shall be pro-rated on the proportion of obligation unfulfilled.

#### **24.7 Status of Employee on Professional Development Leave**

An employee granted educational or exchange leave shall be regarded as a full-time employee for the purpose of determining seniority and salary increments, except when the employee will receive an additional increment or promotion as a result of such activity. In this case, whether the employee continues to accrue seniority shall be at the discretion of the Employer. An employee granted educational or exchange leave shall be entitled to all benefits described in Article 26 (Short-Term Disability Leave), Article 27 (Long-Term Disability Leave), and Article 28 (Benefits) of the Collective Agreement.

On return from professional development leave, the employee is entitled to return to the same or equivalent position, except in the case of coordinators and supervisors who have no guarantee of reinstatement to their senior positions.

#### **24.8 External Assistance**

When sources of outside funding and College assistance to an employee granted professional development leave will exceed one hundred percent (100%) of the employee's full base pay, the College will adjust its assistance to the employee so that total earnings are equal to one hundred percent (100%) of full base pay.

#### **24.9 Definition of Professional Development Leave Period**

The professional development leave period is defined as a specified number of work days, or fractions thereof, excluding earned vacation time, during which the employee is relieved from all normal duties. For faculty employees, the leave period may include teaching duty time and all other non-teaching duty time except for earned vacation.

## **ARTICLE 25: LEAVES OTHER THAN DISABILITY LEAVES**

### **25.1 Association Leave**

Leave for Association business will be granted pursuant to Article 2.6 (Leave of Absence: Association Business).

### **25.2 Leave for Court Appearances**

- (a) The College shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors and subpoenaed witnesses in a court action, provided such court action is not related to the employee's private conduct.
- (b) In cases where an employee's private conduct has occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) Employees in receipt of regular earnings while serving as a juror or witness shall remit to the College all monies paid to them by the court, except travelling and meal allowances not reimbursed by the College.
- (d) The employee shall report for work as soon as possible when excused from duty, provided there are more than two (2) hours of work left in the work day.
- (e) Time spent at court by an employee in an official capacity with the College shall be at the employee's regular rate of pay.
- (f) Attendance at court in relation to actions arising from employment, requiring attendance at court, shall be with pay.
- (g) In the event an accused employee is jailed pending a court ruling, such leave of absence shall be without pay.
- (h) For all the above leaves employees shall advise their supervisors as soon as they are aware that such leave is required.

### **25.3 Parental Leave**

The provisions for Parental leave are outlined in Article 8 of the Common Agreement, and are also governed by the Maternity Protection Act.

Unpaid leave of absence for parental leave shall be granted upon request in writing made not less than two (2) months prior to the commencement of the leave period, but shall, if applicable, coincide with semester periods. The two (2) months notice can be waived on medical grounds.

### **25.4 Leave for Professional Development Activity**

See Article 24 (Professional Development)

## 25.5 General Leave

Except as otherwise specified in the Agreement, an employee may apply for and be granted general leave for good and sufficient reason acceptable to the Employer. Employees requesting such leave will file written application to the President who will determine, on the basis of the merits of the application and the College's operating situation:

- (a) whether such leave will be granted and, if so,
- (b) whether leave will be with or without pay, and
- (c) any other conditions of leave.

The decision of the President on applications for general leave will be final and binding, and will not be subject to grievance procedure.

## 25.6 Political Leave

- (a) If employees are nominated as candidates for election at the federal, provincial or municipal level, they may be entitled to leave of absence without pay to engage in the election campaign, if they apply for such leave. This leave may be for a proportion of the employee's regular duty load.
- (b) If elected to full-time office, employees may be eligible for leaves of absence without pay for a period of one (1) year, and such leaves may, upon application, be renewed each year during their term of office, to a maximum of five (5) years. These leaves may be for a proportion of the employee's regular duty load.
- (c) The employee shall give one (1) month notice of intention to apply for a leave of absence under this section by notifying in writing the appropriate senior administrator and the Association.
- (d) Such leave is, however, subject to the discretion of the President who will satisfy himself or herself, in consultation with the department chair or appropriate administrative supervisor, that the College will not suffer unduly as a result.
- (e) A faculty employee teaching in the university transfer or career technical areas returning from political leave shall re-enter at the beginning of the next recognized semester. Other employees returning from political leave shall re-enter at the College's earliest convenience, but not later than four (4) months from the date of the employee's written notification to re-enter.

## 25.7 Special Leave

An employee may be granted leave of absence with pay for up to a total of seven (7) work days per calendar year for any one or a combination of the following reasons:

- (a) Bereavement: Special leave may be granted as a result of the death of a parent, spouse, child, brother, sister, father-in-law, mother-in-law, grandparent or grandchild.

- (b) Paternity: Special leave may be granted due to the birth of a legal dependent of a male employee, provided such leave is requested and taken within twenty (20) days of the birth of the child.
- (c) Adoption: Special leave may be granted due to the adoption of a legal dependent by an employee, provided such leave is requested and taken within twenty (20) days of the adoption of the child.
- (d) Household Emergency: Special leave may be granted for a household emergency which makes it impossible for employees to report to work due to a serious threat to the safety of their home and family. Examples of household emergencies are the consequences of flooding, impassable road conditions, prolonged power failure, and epidemic health hazards.
- (e) Family Illness: Special leave may be granted due to the serious illness of an immediate family member of an employee. For the purpose of this provision, an immediate family member is defined as an employee's parent, spouse, child, brother, sister, father-in-law, mother-in-law, grandparent or grandchild. Three (3) additional days are available if the employee bears the primary responsibility for care.
- (f) Part-Time employees employed on a contact calling for regularly scheduled weekly hours may be granted up to three (3) days Special Leave.
- (g) Additional days may be granted to primary care givers by the Associate Vice President of Student and Employee Services as needed, in the spirit of clauses (a) - (f).

**25.8 Benefits**

See Article 28.6 (Benefits Coverage During Leave of Absence Without Pay).

**25.9 Notification to Re-Enter**

Except for faculty, employees shall provide written notice to their senior administrators at least forty (40) work days before expiry of the leave period showing their intent to re-enter from leave taken under Article 24.3(b)(ii), (c) and (d) (Classification of Professional Development), Article 25.5 (General Leave) and Article 25.6 (Political Leave).

Faculty granted leave shall provide written notice to their senior administrators of intent to re-enter from leave at least eighty (80) work days before the expiry of the leave period.

Not later than (15) work days in advance of the deadline for notification to re-enter, the College shall contact employees by registered mail to an address to be provided by the employees. The notice will inform employees of their contractual obligations to give notice of re-entry and of the date on which notification is required.

If an employee on leave fails to submit notification of intent to re-enter before the expiry of the prescribed time limit, the Employer may deem that employee to have resigned

- (a) on the date upon which leave of absence without pay commenced, or
- (b) on the date upon which leave of absence with pay expires.

## 25.10 Regular Part-time Employees Leave Provisions

Regular Part-time employees are limited to Article 25.2 and, under Article 25.7, can be granted a total of three workdays per calendar year. Parental leave, up to six (6) months, shall be granted. In the case of regular part-time faculty instructing semester-based courses, notice to re-enter will coincide with the inception of the Fall or Winter Semesters.

## ARTICLE 26: SHORT-TERM DISABILITY LEAVE, INCLUDING SICK LEAVE

### 26.1 Short-Term Disability Leave

Short-Term Disability Leave (STDL) is intended as a form of income protection against injury or illness which would otherwise result in income loss.

### 26.2 Eligibility for STDL

Regular employees become eligible for STDL benefits upon commencement of service with the College.

### 26.3 STDL and Workers' Compensation

In the event that an employee is absent from work as the result of an illness or injury for which the employee is receiving benefits under the Workers' Compensation Act of B.C., the employee is entitled to the STDL benefits under this Agreement during such absence, provided that the Workers' Compensation benefits are paid over to the College.

### 26.4 STDL Benefits

(a) In any one (1) calendar year, a regular full-time employee is eligible for the following STDL benefits:

- (i) a total of thirty (30) work days of coverage at one hundred percent (100%) of the employee's applicable rate of pay;
- (ii) if and when the thirty (30) days provided for in (i) have been used, a further total of sixty-four (64) work days of coverage at 70% of the employee's applicable rate of pay;
- (iii) in the event of an absence for reasons of illness or injury which exceeds ninety-four (94) consecutive calendar days, the LTD provisions of this Agreement come into effect and take precedence over the STDL benefits.

(b) In any one (1) calendar year, a regular part-time type "A" or "B" employee is eligible for STDL benefits on a pro-rata basis. The following formula will be used to calculate the pro-rata entitlement:

$$\frac{ADD \times PTWL \times 100}{1824} = \text{percentage of STDL days.}$$

ADD = "Assigned Duty Days": the number of assigned duty days in a calendar year required by a particular appointment.

PTWL = "Part-Time Work Load": the work load assigned to the particular employee, expressed in working hours, or equivalent, per day.

1824 = the number of working hours in a full-time work year, calculated on the basis of one hundred and fifty-two (152) work hours per month, multiplied by twelve months per year.

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## 26.5 Qualifications on STDL Absences

The following qualifications apply to any claim for benefits under the STDL plan:

- (a) **Casual Absence:** An absence of three (3) consecutive work days or less due to illness or injury, will be referred to as a "casual absence" and will not normally require a physician's certificate. However, where there appears to be excessive use or abuse of such absences, medical certificates acceptable to the College may be required.
- (b) **Extended Absence:** An absence of more than three (3) consecutive work days due to illness or injury will be referred to as an "extended absence". A medical certificate acceptable to the College shall be required for any such absence.
- (c) **Recurrent or Persistent Absence:** In cases of recurrent or persistent absences due to illness or illnesses, the College may:
  - (i) require a medical evaluation of the employee's suitability for continued employment, and/or
  - (ii) require employees to take sick leave until they can produce medical evidence acceptable to the College that they are again fit for their employment.
- (d) **Quarantine:** In the event that employees are placed under quarantine due to the illness of others, the employees will be entitled to receive STDL benefits in the same manner as they would if they were suffering from the illness.

## 26.6 Change in Entitlement

In the event that employees who have been absent due to illness or injury return to work but only to shorter hours or reduced workloads, they shall be entitled to future STDL benefits only on a pro-rata basis.

## 26.7 Medical Certificates

- (a) In addition to those circumstances specified in relation to casual absences, extended absences and recurring or persistent absences, the College may require an acceptable medical certificate in any case where at least twenty (20) work days have elapsed since the last medical certificate was received, and the employee has been in receipt of STDL benefits throughout that period.
- (b) The College will only recognize medical certificates completed by medical practitioners qualified to practice in the province of B.C., or a professional consultant to whom the employee is referred by such a medical practitioner.
- (c) The College may cease to pay STDL benefits, or may reclaim such benefits which have been paid, when an employee does not provide requested evidence of medical disability during the benefit period, or within five (5) work days after returning to work.

- (d) The costs of medical examinations and certificates, as required to substantiate claims under the STDL plan, shall be the responsibility of the employee. An employee is not entitled to take time off with pay in order to attend such examinations or to obtain such certificates. At the discretion of the Employer, time off with pay may be granted where the employee can demonstrate unusual or emergency circumstances.
- (e) The College may require an employee who is claiming STDL benefits to be examined by a medical practitioner selected by the College.

## **26.8 Integration with Other Disability Income**

In the event that an employee is entitled to receive disability income benefits from sources other than these STDL provisions for the same illness or injury, then the STDL benefits will be reduced by any amount by which the total benefits received from all sources is in excess of one hundred percent (100%) of the employee's normal earnings from the College.

## **26.9 STDL Benefits not Payable during Certain Periods**

STDL benefits will not be paid during the following periods:

- (a) When employees are absent on annual vacation;
- (b) When employees are engaged in other employment. An exception will be made in circumstances where there is medical evidence that the illness or injury prevents them from carrying out their duties for the College but nevertheless allows them to perform work tasks in other employment without impeding recovery;
- (c) While on strike or locked out, unless the strike or lockout occurred after the commencement of the illness or injury;
- (d) During a suspension without pay;
- (e) During any leave of absence without pay, except where dictated by legislation as in the case of maternity leaves, or as otherwise specifically provided for in this Agreement;
- (f) During any leave of absence with less than normal pay, except as specifically provided for in the granting of such leave, as in the case of Educational Leave;
- (g) Any time period in which the employee would not have been deemed to be working for the College under the terms of his or her appointment.

## **26.10 Employee's Responsibility**

- (a) An employee who is unable to report for work as a result of illness or injury shall inform the College, or cause the College to be informed, as soon as possible. In all such cases, it is recognized that time is of the essence because of the possible need to schedule relief employees.

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- (b) Pursuant to College procedures, the employee may be required to inform the College of the expected date of return to work, the nature of the illness or injury, and the name of the employee's attending physician.
- (c) All absences will be recorded by the employee on prescribed Absence Reports and submitted to the appropriate administrator.

**26.11 Calculation of STDL Periods**

STDL will be calculated to the nearest half (½) day in the case of regular employees. In the case of regular part-time employees, STDL will be pro-rated as otherwise provided in this Agreement.

**26.12 STDL Benefits Upon Layoff**

- (a) Subject to (b) below, regular employees who are receiving STDL benefits shall continue to receive such benefits upon layoff until the termination of the illness or injury or until the maximum benefit entitlement has been utilized, whichever comes first, if the layoff notice is given after the commencement of the illness or injury for which STDL benefits are being paid.
- (b) In the event that the layoff notice was given prior to the commencement of the illness or injury, benefits will cease on the effective date of the layoff only if the illness commenced within two (2) months before the effective date of the layoff.

**26.13 Medical and Dental Appointments**

- (a) The College is under no obligation to grant time off with pay to employees for purposes of medical and dental appointments. At the discretion of the Employer, time off with pay may be granted where the employee can demonstrate unusual circumstances. Leave for non-routine medical and dental appointments is covered by Article 25.7 (Special Leave) or Article 26.5(a) (Qualifications on STDL Absences).
- (b) Permission to attend medical and dental appointments during work hours may be granted by an employee's administrator, provided that acceptable arrangements are made, such as making up time or adjusting pay.

**26.14 Time Qualifications**

- (a) In the event that an employee is absent due to the same illness or injury over a period of time which bridges from one calendar year into the next calendar year, the absence will be recognized to be continuous and the employee does not then begin the new calendar year with a renewed entitlement to STDL benefits. The employee would continue to receive STDL benefits until the total of ninety-four (94) work days of entitlement have been utilized.
- (b) Should the employee then return to work and subsequently be absent in the same calendar year with a new and unrelated illness or injury, the employee's entitlement to STDL is limited to the total of ninety-four (94) work days in that calendar year, less the number of work days already utilized with the first illness or injury in that same calendar year. However, the first thirty (30) days of STDL for the new and unrelated

illness or injury will be paid at one hundred percent (100%) of full pay, with the remaining entitlement paid at seventy percent (70%) of full pay.

- (c) In the event that an employee returns to work from an absence due to illness or injury, then suffers a relapse which requires a further absence from work commencing within three (3) months of the return to work, the employee's STDL benefit does not begin again. In such case, the absence is deemed to be continuous for purposes of benefits claimed under the STDL plan.

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## **ARTICLE 27: LONG-TERM DISABILITY LEAVE**

### **27.1 Long-Term Disability**

The College agrees to arrange for and maintain a Long-Term Disability (LTD) plan, to be underwritten by an insurance carrier selected by the College. The College will not change the insurer or alter the policy without prior consultation with the Association. The College will not reduce the benefit without prior agreement with the Association.

### **27.2 Eligibility for LTD**

Type A and B employees become eligible for LTD coverage upon completion of thirty (30) work days of active service.

### **27.3 LTD Benefits**

The LTD plan or policy will provide for seventy percent (70%) of an employee's normal earnings, to age sixty-five (65) in the event of total disability.

### **27.4 Specific Coverages and Eligibility Provisions**

- (a) The LTD plan descriptions contained in this Agreement are provided only for purposes of general description and information. All specific details of the plan, its coverages, terms and conditions shall at all times be subject to and governed by the actual plan or policy underwritten by the insurance carrier.
- (b) The actual plan or policy underwritten by the insurance carrier shall be deemed to be an integral part of this Agreement. The College agrees to provide copies of the actual LTD plan or policy to the Association.

### **27.5 Filling Vacancies Due to LTD Leave**

The College has the right to fill a vacancy which results from an employee's absence due to LTD leave. Normally such vacancies shall be filled with Regular Part-time 50% or greater appointments or under the provisions of Article 21.2 or 22.2 (Acting in a Higher Capacity, or Acting in a Higher Capacity or as a Substitute).

### **27.6 Returning to Work from LTD Leave**

- (a) Employees returning to work from LTD leave within two (2) years of the commencement of the leave shall be entitled to return to their same or an equivalent position, provided that the College is satisfied by medical evidence that they are of sufficient health to assume the position.
- (b) Employees returning to work pursuant to (a) above shall provide the College with written notification of their desire to return to work, at least four (4) months prior to the date of their intended return.

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- (c) A teaching employee returning to work pursuant to (a) above shall do so at the beginning of the next recognized semester. Other employees shall do so at the College's earliest convenience, but not later than four (4) months from the employee's written notification to re-enter.
- (d) Employees who wish to return to work with the College after being on LTD leave up to a maximum of two (2) years from the commencement of the leave shall be entitled to exercise their bumping rights as given in Article 18 (Layoff and Recall), provided the College is satisfied by medical evidence that they are of sufficient health to assume the position.
- (e) An employee who wishes to return to work with the College after being on LTD leave for more than two (2) years from the commencement of the leave shall be entitled to apply for vacant positions, subject to the following conditions:
  - (i) The employee will be considered by the College to have internal applicant status pursuant to Article 13.4 (Employee Applicants) over outside applicants, provided that the College is satisfied by medical evidence that the employee is of sufficient health to assume the position, and
  - (ii) The right can only be exercised in relation to a position which is vacant at the time the employee is medically capable of returning to work, or which becomes vacant within fifteen (15) months of that date.

**27.7 Premium Contributions**

The Employee will pay the premium contributions for LTD coverage.

**27.8 Employees Absent on LTD Leave**

At the discretion of the Association, an employee who is absent on LTD leave may be considered to be a member of the bargaining unit. The Association will assume the responsibility for the collection of any dues or their equivalent during the period of absence.

**27.9 Challenge of Decision of Insurer**

- (a) In the event that the Association wishes to challenge a decision taken by the insurer of the LTD coverage, the Association will file a request in writing with the President, asking that the College support and submit the challenge. The request must provide full reasons for the challenge, and copies of any relevant information.
- (b) The President will respond in writing to the Association's request within ten (10) work days from the date of receipt. Such a request by the Association will not be unreasonably refused.
- (c) Should the President refuse to support and submit the challenge, such decision may be the subject of a grievance by the Association, commencing at Step Two of the grievance procedure.

**27.10 Protection from Layoff or Termination**

Employees shall not be laid off or terminated by reason of illness, injury, or physical or mental disability which prevents them from performing their duties.

**27.11 Regular Part-time Employees and Article 27**

Regular Part-time Employees are excluded from Article 27.

**ARTICLE 28: BENEFITS**

**28.1 Benefit Coverage**

Regular employees shall receive benefits as hereinafter set out below and in Article 26 (Short-Term Disability Leave, Including Sick Leave) and Article 27 (Long-Term Disability Leave).

The benefit provisions received by employees shall include all those detailed in the Extended Health, Dental, Life and Long-term Disability contracts between the University -College and the Association. Individual employees who wish to see details of the entitlements contained within these contracts may access them in their entirety through the offices of Employee Relations or the FSA.

**28.2 Group Life Insurance**

The College shall pay one hundred (100%) percent of the premium cost of the Group Life Insurance Policy. This Group Life coverage will be three (3) times the employee’s annual salary.

Employees with no dependents will have the option of coverage of fifteen thousand (\$15,000) dollars.

In addition to the above, the College will provide the following life insurance coverage for employees while on UCFV business:

faculty \$50,000 staff \$25,000

**28.3 Medical Insurance and Extended Health Benefits**

For all regular employees, spouses and dependents of employees, provided they are classified as dependents for income tax purposes the employer shall:

- (a) pay one hundred (100%) percent of the premium cost of the British Columbia Medical Plan.
- (b) pay one hundred (100%) percent of the premium cost of the Extended Health Care Plan.
- (c) provide for the cost of hearing aids in the amount of six hundred (\$600) dollars per five-year period.
- (d) provide for the cost of eye glasses in the amount of two hundred and fifty (\$250) dollars per two-year period.

The employee may cover persons other than dependents if the insurance carrier agrees and if the employee pays the full cost of the premiums for non-dependents through payroll deduction.

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#### **28.4 Dental Plan**

The College shall provide a dental plan providing a percentage payment for services equal to or better than the following:

- Plan A: 100%
- Plan B: 75%
- Plan C: 75%

For the period of the contract, the choice of carrier will be agreed upon by the College and the Association, and the primary considerations in selecting a carrier shall be:

- (a) provision of the outlined benefits at the lowest cost;
- (b) provision of a suitable claim payment scheme.

The College shall pay one hundred (100%) percent of the premium cost of the Dental Plan.

#### **28.5 Pensions**

All eligible employees must participate in the appropriate pension plan, except as provided by the plans.

#### **28.6 Benefit Coverage During Leave of Absence Without Pay**

Employees on leaves of absence without pay are entitled to maintain their portion of premiums for medical, extended health, dental, or group life insurance, or for any other benefits. If they do so, the Employer shall pay its share of the premium for the first twenty (20) work days only.

#### **28.7 Regular Part-time Employees and Article 28**

Regular Part-time Employees who do not choose to participate in the benefit plan (see Article 31.1, Access to Benefits) are paid a percentage in lieu of the benefits listed in Article 28.

# ARTICLE 29: STATUTORY HOLIDAYS AND ANNUAL VACATIONS

## 29.1 Statutory Holidays

(a) Regular employees will be granted a day off with pay for each of the following holidays:

- |               |                  |
|---------------|------------------|
| New Years Day | Labour Day       |
| Good Friday   | Thanksgiving Day |
| Easter Monday | Remembrance Day  |
| Victoria Day  | Christmas Day    |
| Canada Day    | Boxing Day       |
| BC Day        |                  |

and any other general statutory holiday proclaimed by the Federal or Provincial Governments.

- (b) When one of the statutory holidays noted in (a) falls on one of an employee's days of rest, the employee is entitled to such statutory holiday on his or her next regularly scheduled work day, unless the holiday is proclaimed as being observed on some other day.
- (c) When one of the statutory holidays noted in (a) preceding falls on a regularly scheduled work day during an employee's annual vacation, the employee shall be granted an additional day's vacation.

## 29.2 Annual Vacations

- (a) Regular staff employees shall be granted paid annual vacations as follows, with calendar years of service calculated as of the anniversary of the employee's entry into service with the college.
- (i) Less than one (1) year of continuous service: Employees are entitled to one and one-quarter (1 ¼) days off for each completed month of service to a maximum of fifteen (15) days, with pay at the rate of six percent (6%) of regular pay earned to March 31.

- (ii) Greater than one year of continuous service: The following table describes the entitlements for employees with more than one year of service.

**Annual Vacation Detail**

<u>In Year</u>	<u>Vacation Days</u>
1	15
2	16
3	17
4	18
5	19
6	20
7	21
8	23
9	23
10	24
11	25
12	26
13	27
14	28
15	29
16	30

The vacation year shall begin April 1 and end March 31 of the year following. Each year, employees whose service entry date falls between April 1 and March 31 shall be granted a pro-rated vacation allowance based on the portion of the year between their service entry date and the end of the vacation year.

- (b) Regular faculty employees with one (1) or more years completed continuous service as of July 1 shall be granted forty (40) work days vacation.

Regular faculty employees with less than one (1) completed year of continuous service as of July 1 shall be granted three and one-third (3 1/3) days vacation for each completed month of service, to a maximum of forty (40) days, with pay at the rate of sixteen percent (16%) of regular earnings to July 1.

Regular part-time faculty employees have vacation credits included in their rate of pay.

- (c) Regular director employees with one (1) or more years completed continuous service as of July 1 shall be granted thirty (30) work days vacation.

Regular director employees with less than one (1) completed year of continuous service as of July 1 shall be granted two and one-half (2 1/2) days vacation for each completed month of service, to a maximum of thirty (30) days, with pay at the rate of twelve percent (12%) of regular earnings to July 1.

- (d) An Academic/Educational advisor with one (1) or more years completed continuous service as of July 1 shall be granted thirty (30) work days vacation.

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## **ARTICLE 30: OCCUPATIONAL HEALTH AND SAFETY**

### **30.1 Intent and Commitment**

- (a) The parties recognize the mutual benefits to be derived from providing and maintaining a healthy and safe work environment.
- (b) The parties also recognize that such an environment is only possible with the commitment and co-operation of the College, the Association and every employee.
- (c) Accordingly, the parties agree that any applicable federal or provincial legislation or regulations issued pursuant to such legislation dealing with occupational health and safety, shall be fully complied with.

### **30.2 Joint Occupational Health and Safety Committee**

- (a) The College and the Association agree to establish a Joint Occupational Health and Safety Committee, as required under the Workers' Compensation Board Regulations. The College and the Association are each entitled to appoint not more than seven (7) members to the Committee.
- (b) The Committee will meet pursuant to the Workers' Compensation Board Industrial Health and Safety Regulations, at regular intervals to be determined by the Committee.
- (c) Minutes shall be kept of all meetings of the Joint Occupational Health and Safety Committee, and copies of the Minutes shall be sent to the College, the Association, and the WCB.
- (d) The Committee shall make recommendations to the President on unsafe, hazardous, or dangerous conditions within the work environment at the College, with the aim of preventing and reducing risk of occupational injury or illness.
- (e) The Joint Occupational Health and Safety Committee shall be notified of any accident or injury which occurs within the work place at the College. The Committee, or a designated representative or representatives from within the Committee, shall investigate, report and make recommendations to the College and the Association within twenty (20) work days on the nature and cause of an accident or injury which occurs within the work place.

### **30.3 Employee Obligations**

- (a) All employees shall comply with reasonable rules of conduct which are established and published by the College in consultation with the Joint Occupational Health and Safety Committee to give effect to the requirements of the applicable legislation and regulations.
- (b) Every employee is encouraged to report to the College, as soon as practicable, any injury or any accident which could have resulted in an injury, or any unsafe condition which poses a threat to health and safety.
- (c) No employee will be reprimanded or disciplined for failure to report any injury or accident in (b) above.

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### **30.4 Emergency Transportation of Employees**

Emergency transportation to the nearest physician or hospital facility will be provided by the College for any employee who requires emergency medical attention during working hours, and any expenses of such transportation shall be borne by the College.

### **30.5 Safety Clothing and Equipment**

- (a) An employee may request the Employee Relations department to review the University College's choice of safety clothing, footwear, or equipment, if the employee has reason to believe it is inadequate. If the employee is unsatisfied with the decision of Employee Relations, he/she may ask to have the decision reconsidered by the Occupational Health and Safety Committee. Where articles of clothing and/or equipment are required to be worn or used by the College or by the Workers' Compensation Board, the College shall provide such clothing or equipment.
- (b) The College shall also maintain, repair and/or replace such clothing and equipment as required in connection with normal wear and tear.
- (c) Any employee to whom such clothing or equipment is provided is responsible for reasonable care and maintenance in connection with its use. Any loss or damage which results from an employee's negligence or abuse will be at the expense of that employee.

### **30.6 Personal Health and Safety**

- (a) No employee will be reprimanded or disciplined, or suffer a loss in pay, for refusing to perform an assigned work task where the refusal is based on a reasonable apprehension of danger for the employee's personal health and safety.
- (b) If the College, on the advice of the Joint Occupational Health and Safety Committee, has ascertained an unsafe condition which cannot be rectified immediately, any affected employees will be reassigned to other duties as soon as possible at the same rate of pay, subject to the layoff provisions of this Agreement.
- (c) When an employee's work requires continuous operation of a Video Display Terminal, the employee is encouraged to vary his/her duties for a period of up to ten (10) minutes after each hour of intensive viewing in order to avoid the possibility of eye strain.
- (d) The Employer will pay for vaccinations for flu and any other communicable diseases which are not fully covered by the medical plan.

### **30.7 Occupational First Aid Certificates**

Where the College requires employees to obtain, renew or upgrade Occupational First Aid Certificates, any fees, tuition or costs of course materials shall be borne by the College.

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**30.8 Occupational First Aid Certificate Premiums**

A monthly premium shall be paid to employees who are required by the College to hold an Occupational First Aid Certificate. The premium shall be as follows:

Primary Occupational First Aid Attendant (dayshift)	\$300.00/month	Level II
Primary Occupational First Aid Attendant (nightshift)	\$250.00/month	Level II
Back-up First Aid Attendant	\$150.00/month	

- (a) Any employee who serves on the Joint Occupational Health and Safety Committee shall not suffer a reduction in income for attending meetings of the Committee when such meetings are held during working hours, or for any time spent investigating safety matters at the direction of the Committee and with the approval of the President.
- (b) Any employee within the College may make a written or verbal representation to the Committee concerning unsafe, hazardous or dangerous conditions within the work place.

**30.9 Occupational Health and Safety Training**

In consultation with the Workers' Compensation Board and the Association, the College shall arrange an appropriate training program for members of the Joint Occupational Health and Safety Committee. Where possible, such training will be provided during normal working hours, with no loss in income to Committee members in relation to their attendance at training sessions.

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## ARTICLE 31: REGULAR PART-TIME APPOINTMENTS

### 31.1 Access to Benefits

- (a) A part-time appointment provides status as a regular employee but confers only limited rights and entitlements under the provisions of this Agreement.
- (b) Part-time employees who successfully complete the probation period shall be entitled to participate in the following benefits:

BC Medical Plan  
Dental plan  
Extended Health Care Plan

but not in Long Term Disability or Life Insurance.

- (c) Premium sharing shall be as follows:
  - (i) Employees with part-time contracts of less than 50% will pay 50% of the premium costs.
  - (ii) Employees with part-time contracts 50% or greater will pay a proportion less than 50% of the premiums dependent on the amount their contract exceeds 50%.
  - (iii) If employees choose to take the benefits they give up their rights to the benefit allowance in article 31.1(d) below.
- (d) Part-time employees who have not completed their probationary period, and non-probationary part-time employees who choose not to participate in benefits will receive a benefits allowance as follows:

Faculty employees 50% or greater: two percent (2%) of gross straight-time earnings

Staff employees: four percent (4%) of gross straight-time earnings.
- (e) The benefits allowance will be added to a regular part-time employee's earnings for each pay period.
- (f) Part-time 50% or greater employees are entitled to participate on any committee established pursuant to this Agreement.
- (g) Part-time employees are entitled to participation in professional development benefits as provided in this Agreement, but such participation shall be limited to in-service professional development.

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**31.2 Annual Vacation Pay and Statutory Holiday Pay**

- (a) Employees with part-time appointments shall receive annual vacation pay as a percentage of and in addition to their straight time earnings. The applicable percentages are as follows:

<u>Employee Category</u>	<u>Vacation Pay Percentage</u>
Support Staff	six percent (6%)
Faculty with contracts less than 10 months	sixteen percent (16%)
Faculty (Pt less than 50%)	as set out in Article 22.6.5
Directors	twelve percent (12%)

- (b) The annual vacation pay will be calculated and paid in each pay period.
- (c) Part-time faculty employees with contracts of ten (10) months or more duration will bank vacation days rather than be paid sixteen percent (16%) in lieu of vacation days.

Upon authorization of the Dean, part-time employees with contracts of less than ten (10) months duration may bank vacation days rather than be paid sixteen percent (16%) in lieu of vacation days.

- (d) Employees with part-time 50% or greater appointments shall receive statutory holiday pay if they are at work the day before the statutory holiday.

**31.3 Exclusion of Specific Agreement Provisions**

Except as specifically provided, the provisions of this Agreement are applicable to part-time appointments. The following specific provisions are not applicable or are applicable with limitations:

<u>Article Number</u>	<u>Article Heading</u>
14.2	Staff Appointments and Reappointments
14.3	Faculty and Director Appointments and Reappointments
14.4	Transfers, Promotions, Bumping to a Different Position
19.9	Review of Job Duties
21.5	Rate of Pay on Reclassification
23.3	Transfer Allowances
24.3(b)(c)(d)	Professional Development
25.3	Maternity Leave
25.5	General Leave
25.6	Political Leave
26.4 (ii) and (iii)	Short Term Disability greater than 30 working days
27	Long-Term Disability Leave
28	Benefits: see Article 31.1 (Access to Benefits)

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### 31.4 Reasons for Part-time 50% or greater Appointments

The College shall not fill positions which warrant a Type A or Type B appointment with part-time 50% or greater appointments. The following are the reasons for making these appointments:

- (a) Where funding for a position is only available for a specified term, which term may be subject to extension. Examples of such funding include:
  - Requests for Additional Courses (RAC)
  - Contract Services
- (b) To accommodate timetable adjustments where it is not reasonable to make Type A or Type B appointments.
- (c) To staff an experimental program or offering having a term of not more than one (1) year.
- (d) To cover a temporary vacancy resulting from a secondment having a term of not more than one (1) year.
- (e) To fill temporary scheduled absences, such as educational leave or professional development leave having a term of not more than one (1) year.
- (f) To cover unscheduled temporary absences which are beyond the control of the College, such as absences resulting from illness or injury, or absences of up to two (2) years due to LTDL. Each appointment shall be for one (1) year.
- (g) To fill a vacancy resulting from the appointment of an employee from within the bargaining unit to an excluded administrative position for a period not to exceed twelve (12) months.
- (h) When an existing part-time contract is increased through competition or additional time is added to an existing part-time contract or Department part-time budgets are used to create a position.
- (i) Any other reason which fits within the spirit and intent of the reasons stated above.

### 31.5 Conversion of Part-time 50% or greater Positions

- (a) Where a part-time 50% or greater position or a combination of related part-time 50% or greater positions has existed for a period of three (3) consecutive years, the College shall establish a Type A or Type B position which is substantially the same as the existing position and fill the vacancy with the best qualified applicant.
- (b) When filling Type A or B positions, an employee who has occupied a position or positions described in 31.4(a) for the previous two (2) years or more shall be given preference over an outside applicant when the following conditions are satisfied:

- (i) the part-time employee has the qualifications required to perform in the Type A or B position;
- (ii) the part-time employee is better qualified than any other part-time applicant of equal or less seniority;
- (iii) the part-time employee has obtained satisfactory evaluation results;
- (iv) the outside candidate is not better qualified than the part-time employee.

**31.6 Appointment Procedures for Part-time 50% or greater Positions**

- (a) Appointments will only be made where it can be determined in advance that the assigned duty load will be fifty percent (50%) or more of a full-time annual duty load for a fixed term not exceeding one (1) appointment year, as set out in Article 31.4.
- (b) Persons who are employed by the College in more than one (1) part-time position of less than 50%, concurrently or sequentially, cannot accumulate or add up periods of temporary employment in order to claim a part-time 50% or greater appointment. However, wherever possible, the College shall combine part-time positions to create part-time 50% or greater positions.
- (c) Where time is of the essence, the College may make part-time 50% or greater appointments without resorting to the posting and selection procedures applicable to Type A and B appointments.
- (d) In making part-time 50% or greater appointments, the College will comply with Article 18.8(d) and (e) (Recall Rights and Obligations) with regard to the rights of any employees on the recall list.
- (e) In the event that the work being performed by an employee with a part-time 50% or greater appointment will continue beyond the end of the specified term of the appointment, or the end of the maximum twelve (12) month limitation, the College shall offer reappointment to the same employee for the purpose of completing the same work unless evaluation results are unsatisfactory.

**31.7 Layoff and Expiry of Specified Term**

- (a) The expiry of a specified term of appointment is neither a layoff nor a discharge and cannot be the subject of a grievance.
- (b) Employees with part-time appointments may be laid off in accordance with the provisions of Article 18 (Layoff and Recall) of this Agreement.
- (c) In the event that employees with part-time 50% or greater appointments are laid off, they shall be given advance notice in writing. The length of the notice period shall be one (1) work day for each week remaining in the employee's term of appointment, to a maximum of twenty (20) work days. A minimum of ten (10) work days notice shall be given if the employee has six (6) months of seniority.
- (d) Article 18.13 (Employee Records on Layoff) shall apply to part-time appointment employees.

- (e) Failure to reappoint to a following part-time 50% or greater contract for which the employee is qualified and has the most seniority is grievable.

**31.8 Appointment Procedures for Student Workers**

- (a) The student employee group shall work no more than 12,000 hours in a calendar year.
- (b) They will be paid at a rate of at least \$9.50 per hour.
- (c) Student employees shall not be assigned work of a new kind other than performed in 1998 without FSA agreement.
- (d) In the event of staff layoffs, student employees shall be laid off first.

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## ARTICLE 32: AGREEMENT COMMITTEE

### 32.1 Composition, Constitution and Duration

- (a) The Agreement Committee shall be composed of two (2) representatives of the Employer and two (2) representatives of the Association, provided that alternate representatives may be appointed from time to time. If possible, at least one (1) of the representatives of the Association and one (1) representative of the Employer will have been members of their respective Negotiating Committees for this Agreement.

The Committee shall be constituted within one (1) month of the signing of the Agreement, and shall continue for the duration of this Agreement.

- (b) The Committee shall meet as often as is necessary, at the request of either party, to discuss and make recommendations on:
- (i) problems of Agreement interpretation;
  - (ii) matters of employer-employee relations arising out of this Agreement;
  - (iii) amendments to the current Agreement;
  - (iv) matters referred to the Committee pursuant to Step 3 of the Grievance Procedure;
  - (v) policy matters under consideration by the Employer which may be in conflict with the Agreement.

### 32.2 Policy Matters

In order to give appropriate consideration to policy statements, the Agreement Committee shall be provided by the Administration with all necessary information regarding the general procedures which will be used to implement proposed College policy.

## **ARTICLE 33: TECHNOLOGICAL CHANGE**

### **33.1 Definition**

For purposes of this Agreement, technological change shall be defined as

- (a) a change in equipment or material or a significant change in procedure which results in the displacement of an employee through the elimination of his or her current position or a current position;
- (b) a change in equipment or material or a significant change in procedure which results in the change of a current position to such an extent that the employee's services are no longer required in the same capacity.

### **33.2 Options in the Event of Elimination of a Position**

In the event that the Board decides to implement a technological change as defined in Article 33.1(a), the Board will

offer employees an existing equivalent vacant position for which they are already qualified, if they are the successful candidate following the provisions of Article 13 (Vacancies Within the Bargaining Unit); or

- (a) offer the employee retraining for an equivalent vacant position if option (a) above is not available and the employee is the successful candidate following the provisions of Article 13 (Vacancies within the Bargaining Unit). During such retraining the Board will pay the employee full salary, and the employee will continue to accumulate seniority; or
- (b) offer the employee retraining for a superior existing vacant position if options (a) and (b) above are not available and the employee is the successful candidate following the provisions of Article 13 (Vacancies Within the Bargaining Unit); or
- (c) offer the employee six (6) months' severance pay from the date of notice of layoff if options (a), (b) and (c) above are not available, or if the employee fails retraining. If an employee refuses an offer made by the Board in (a), (b) or (c) above, the employee shall either accept six (6) months pay from the date of notice of layoff and waive the right to recall under Article 18.8 (Recall Rights and Obligations), or waive the six (6) months' pay and be deemed to have been laid off, with the provisions of Article 18.8 applying.
- (d) Retraining costs in (b) and (c) above will be the responsibility of the Board.

### **33.3 Options in the Event of Substantial Change in a Position**

In the event that the Board decides to implement a technological change as defined in Article 33.1(b) (Technological Change: Definition), the Board will

- (a) offer retraining to affected employees, during which the Board will pay the employees full salary; the employees will continue to accumulate seniority; and retraining costs will be the responsibility of the Board; or

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- (b) offer the employees an existing equivalent or superior vacant position for which they are already qualified, if they are the successful candidates following the provisions of Article 13 (Vacancies Within the Bargaining Unit); or
- (c) offer the employee six (6) months' pay from the date of notice of layoff, if (b) above is not available or if the employee fails retraining. If an employee refuses an offer made by the Board in (a) or (b) above, the employee shall either accept six (6) months' pay from the date of notice of layoff and waive the right to recall under Article 18.8 (Recall Rights and Obligations), or waive the six months pay and shall be deemed to have been laid off, with the provisions of Article 18.8 applying.

**33.4 Notification of Intended Technological Change**

- (a) The Board will notify the Association in writing at least four (4) months in advance of the Board's date of intended technological change. This notification shall include:
  - (i) the date and nature of the proposed change;
  - (ii) the expected number, type and location of the employees affected.
- (b) The Board will notify the affected employee in writing at least three (3) months in advance of the Board's date of intended technological change.

**33.5 Notification to Employee of Offer**

The Board will notify employees in writing of its offer according to Articles 33.2 and 33.3 (Options in the Event of Elimination/Substantial Change) thirty (30) days before implementation of the proposed technological change. Affected employees will notify the College in writing within ten (10) work days of their decision regarding the offer made by the Board.

**33.6 Technological Change Advisory Committee**

Within ten (10) work days of receipt of the Board's notice regarding technological change, the Association will provide the College with the names of not more than three (3) Association members who, along with not more than three (3) members of the Board, will act as an advisory committee to the College to discuss and recommend any actions necessary to ensure a satisfactory implementation of technological change. Such meetings will be called within three (3) work days of receipt of notification.

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# ARTICLE 34: EARLY RETIREMENT

## 34.1 Procedures

The College may offer, or a regular employee may request, a choice of one of the early retirement incentive alternatives described herein, provided the employee meets the following qualifications:

1. is age fifty-five (55) to sixty (60);
2. has a minimum of fifteen (15) years pensionable service;
3. is a regular Type A or Type B employee on continuing appointment at the time of early retirement;
4. retires from his/her regular position and is not rehired in any calendar year for more than 150 hours or one teaching section.

The employer or employee has the right to accept or decline an early retirement incentive request or offer within thirty (30) days of the request or offer being made.

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

Agreement shall be in writing and shall specify the early retirement date with the incentive option agreed upon.

### OPTION A - LUMP SUM PAYMENT

The retirement allowance will be paid in one sum on the date of retirement, or on an agreed upon deferred date, or in twelve equal instalments, at the mutual agreement of the employee and the employer, and will be based on scale salary, without allowances, in the following amounts.

<u>Full Years to Age 60</u>	<u>Pay Out</u>
1	up to 20% of annual salary
2	up to 40% of annual salary
3	up to 60% of annual salary
4	up to 80% of annual salary
5	up to 100% of annual salary

Part-time Type A or B employees will receive the allowance pro rata to the percentage of time actually worked at the time of retirement.

The employer will also continue to pay its normal share of the costs of the following fringe benefits to age 65:

1. Dental; and

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Board

2. Extended Health

**OPTION B**

The retiring Allowance described in Option A may be contributed to the employee's R.R.S.P. Rules governing this option are contained in the Canadian Income Tax Act. The maximum pay outs are those described in Option A. According to current legislation, the maximum contribution is limited to \$2,000.00 for each year of service.

Part-time employees will receive the allowance pro rata to the percentage of time actually worked at time of retirement.

The employer will also continue to pay its normal share of the costs of the following fringe benefits to age 65:

1. Dental; and
2. Extended Health

**OPTION C**

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

The employer will also continue to pay its normal share of the costs of the following fringe benefits to age 65:

1. Dental; and
2. Extended Health

**34.2 Fringe Benefits**

The fringe benefits referred to in Options A, B and C above will be granted only if available under the terms of the agreement between the University College of the Fraser Valley and the benefit carriers. The College will make every effort possible to negotiate these benefits when choosing carriers.

**34.3 Financial Counselling**

Each employee who participates in one of the foregoing Options, is entitled to attend financial planning counselling. The financial planning consultant will be selected and paid by the College.

**34.4 Non-Grievable**

Decisions on early retirement requests are made by the College President and are not grievable.

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### 34.5 "Honorary" Status

An employee who has retired may take "honorary" status. This entitles the employee to use of college facilities and office space without prejudice to existing employees. With the consent of the Department concerned, the employee may continue to attend department meetings with voice but no vote.

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## ARTICLE 35: CE APPOINTMENTS

### CE Programs Distinct from Other Faculty Areas

CE programming does not include courses leading to UCFV degrees or diplomas, and normally does not include courses leading to UCFV certificate programs. Courses with credit transferring to UCFV's certificate programs may become offered within CE when the employer and the association agree that these offerings support UCFV's base programming without eroding the employment status of other employees. CE programming complements but does not compete with base-funded UCFV programs.

### Preference for Work

For all CE work, qualified FSA employees who are available for work and are not fully employed shall be given preference over non FSA members.

### 35.1 CE Employees' Rights and Access to Benefits

#### (a) CE Instructors Type I: Non-accredited Courses:

- (i) CE Instructors Type I are excluded from FSA membership until they are employed for 250 hours in a calendar year. Any CE Instructors Type I reaching 250 hours employment in a year shall have Steady CE Instructor status in subsequent years, with the rights outlined in Article 35.1 (c) below.
- (ii) Qualified FSA members shall be given priority for assignment of work when CE Instructors Type I are hired. Wherever possible, CE Instructor Type I work assignments shall be distributed equitably among qualified FSA members.
- (iii) The assignment of work to CE Instructors Type I and their placement on the CE pay scale (*see Article 35.11*) are not grievable except as a matter of policy grievance.

#### (b) CE Instructors Type II: Certificate-Related Courses

- (i) CE Instructors Type II are included in the FSA membership. Payment for instruction will ordinarily be derived from the CE scale (*see Article 35.11*).
- (ii) The work performed by CE Instructors Type II shall be reviewed in November and April each year by the Employer and the FSA. Wherever the work can be shown to have become transferrable for credit to any other UCFV faculty, or where the work appears to be closely related to credit programs in other faculties, the FSA may request that the CE programming be altered, pay adjusted, or moved into the jurisdiction of the other faculty. In keeping with the mandate of CE to complement but not compete with other UCFV programs, the Employer will honor these requests.
- (iii) In cases where the work performed by a CE Instructor Type II is altered or incorporated into another faculty, the individual currently employed in the position shall have first right of refusal for the work in its new status.

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- (iv) CE Instructors Type II have access to the following Articles:

- Articles 1-12 inclusive
- Article 16
- Article 30

- (v) CE Instructors (Type II) shall be given first right of refusal for similar work in the future, according to their seniority with that particular work, provided they have not received unsatisfactory evaluations.
- (vi) CE Instructor Types II shall be paid 6% vacation pay and 4% benefits allowance. These are included as part of the CE salary scale rates listed in Article 35.11.

(c) Steady CE Instructors Type I and II

- (i) Any CE Instructor Type I or II who is employed for 250 hours or more in a calendar year shall have Steady CE Instructor status in subsequent years. This status continues until the instructor teaches less than 150 hours in a calendar year. The instructor then returns to CE Instructor Type I or II status for subsequent years. If an instructor who has at any time held Steady CE Instructor status is assigned 150 hours work in a calendar year, that instructor returns to Steady CE Instructor status for all subsequent years in which he or she teaches 150 hours or more.
- (ii) Pay for Steady CE Instructors will normally be derived from the CE pay scale.
- (iii) Internal candidate status. Steady CE Instructors shall be granted internal status for all other UCFV postings. *(See Article 13.4)*
- (iv) Access to benefits: Steady CE Instructors are entitled to participate in the following benefits after completing 912 hours of work within a two-year period:

- Medical/BCMSP

- Extended Health Care/Dental.

- Premium Sharing - 500 hours or less per year the employee pays 50%.

- Above 500 hours, premium is reduced for employee based on time worked up to 1000 hours at which time UCFV pays 100%.

- (v) Steady CE Instructors have access to the following articles:

- Articles 1-12 inclusive
- Article 15
- Article 16
- Article 30

- (vi) Steady CE Instructors (Type I and II) shall be given first right of refusal for similar work in the future, according to their seniority with that particular work, provided they have not received unsatisfactory evaluations.
- (vii) Steady CE Instructor Types I and II shall be paid 6% vacation pay and 4% benefits allowance, as part of the CE salary scale rates listed in Article 35.11.

Whenever feasible, work will be clustered to produce CE-RPT contracts for Steady CE Instructors.

(d) CE Support Staff

Whenever short-term staff positions are created to support the work of CE Instructors (Type I and II), these employees will be regarded as CE Support Staff for the purpose of this article and will be granted provisions equal to those granted to CE Instructors under Article 35.1(b) or 35.1(c). Wherever possible, this work will be clustered to create Steady CE, or CE-RPT positions.

(e) Contracted CE Employees

Contracted CE Employees are excluded from FSA membership, do not accrue seniority, do not have access to benefits, and are not eligible for base funded positions.

The Employer agrees to use contracted CE Employees only when comparably qualified individual employees are unavailable.

(f) CE-RPT Instructors and CE-RPT Staff Employees (non-base funded)

- (i) Pay will normally be derived from the appropriate classification on the Staff pay scale.
- (ii) CE-RPT employees have access to other provisions and entitlements of this Agreement as outlined in Articles 35.2 to 35.13 below.

(g) Base-Funded Positions

Any CE employee whose position is funded in part by UCFV's base funding shall be included in FSA membership and shall be given full rights and benefits of the collective agreement, according to the terms of his/her employment.

(h) Other CE Employees

No other category of CE employee shall be created without the agreement of the association.

**35.2 CE-RPT Employees: Access to Benefits**

CE-RPT Employees who have worked 912 hours within a two-year period are eligible to access benefits through Articles 31.1 (a) to (e) and 31.2. CE-RPT Employees who have not completed 912 hours of work within two years shall receive benefits through Articles 31.1 (d), (e), and Article 31.2 (a), (b).

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### 35.4 Exclusion of Specific Agreement Provisions

Except as specifically provided, the provisions of this Agreement are applicable to CE-RPT appointments. The following specific provisions are not applicable or are applicable with limitations to any CE-RPT appointments:

<u>Article Number</u>	<u>Article Heading</u>
14.2	Staff Appointments and Reappointments
14.3	Faculty and Director Appointments and Reappointments
14.4	Transfers, Promotions, Bumping to a Different Position
19.9	Review of Job Duties
21.5	Rate of Pay on Reclassification
23.3	Transfer Allowances
24.2(b),(c)	Educational Leave
24.3(b),(c),(d)	Professional Development
25.3	Maternity Leave
25.5	General Leave
25.6	Political Leave
27	Long-Term Disability Leave
28	Benefits: see Article 35.1 (Access to Benefits)
33	Technological Change

### 35.5 CE-RPT Rights of Refusal for Additional Work

- (a) CE-RPT positions are not eligible for conversion to permanent positions.
- (b) Where a second or subsequent contract of the same type becomes available, a CE-RPT employee may have the right of first refusal for that contract, provided the employee:
  - (i) was hired through an SAC
  - (ii) has completed an initial work period of 250 hours within a single year, and
  - (iii) has satisfactorily held the same or a closely similar contract.
- (c) Where two or more equally qualified CE-RPT employees have right of refusal for a forthcoming contract, the most senior employee should be offered the position. Seniority for this purpose shall be seniority accrued within the CE division only.

### 35.6 Appointment Procedures for CE-RPT Employees

- (a) The College will make every attempt to cluster contracts to create CE-RPT appointments greater than 912 hours.
- (b) Wherever possible, the College shall structure contract proposals to create CE-RPT positions greater than 912 hours.

- (c) The College shall construct a recall list of employees who have previously performed work appropriate for CE-RPT contracts. Qualified employees on the recall list shall be given priority over other available candidates, until two years has passed since the expiry of their most recent contract with UCFV. The college shall make every reasonable effort to arrange work schedules to maintain the CE-RPT status of employees, and to honor individual's seniority status when awarding these contracts.
- (d) Where possible, the College will endeavor to use the SAC process [Article 13] in hiring for CE-RPT Appointments. Where this process is neither practical nor appropriate for the appointment, the College will be expected to be able to show that it used a standard set of fair and reasonable procedures.

The results of SAC hiring procedures in CE shall include a list of all candidates deemed eligible for work, even if insufficient work is available for them, to be considered On-Call. Qualified On-Call workers shall be offered work after employees on the recall list have been considered, but shall be given priority over any candidate who has not been considered by an SAC.

**35.7 Layoff and Expiry of Specified Term**

- (a) The expiry of a specified term of appointment is neither a layoff nor a discharge and cannot be the subject of a grievance.
- (b) Terminating a CE-RPT employee during the period of the contract is either a layoff or discharge, and may be grieved. Procedures for layoff should follow Article 31.7 (Layoff and Expiry of Specified Term for RPT Employees). Procedures for discipline and discharge should follow Article 16 (Termination and Discipline).
- (c) Failure to appoint an employee to a subsequent CE-RPT contract for which the employee is qualified and has the most seniority is grievable.

**35.8 Probation Period**

The probation period for a CE employee continues until the employee has performed 912 hours of work within a two-year period. A CE employee will normally be evaluated at least once during the probationary period, and according to the provisions of Article 15. If an employee is not evaluated, the employee's performance is considered to be satisfactory.

**35.9 Working Conditions**

Working conditions for CE employees will vary from contract to contract but in general are expected to conform with the working conditions for other areas of the College as detailed in Articles 19 and 20.

In cases where a special shift work arrangement is established, for example, the employee must be agreeable to the arrangement prior to hiring. When such arrangements are made, all employees in comparable positions shall be considered equitably, to distribute the burden of these special demands. No such accommodations shall be expected of an employee after a contract has begun.

**35.10 Salary Schedule**

Salaries for CE-RPT employees shall be determined by the regular Staff scale (*see Article 21.9*). Placement on scale shall be subject to the same review and appeal procedures eligible to other UCFV Staff employees.

**35.11 CE Pay Scale**

CE Instructors (Type I and II) shall be paid according to the following standard CE pay scale. The College shall maintain a consistent placement rationale for the use of this scale.

Note: These rates include 6% vacation pay and 4% benefits allowance.

**Continuing Education Non-Credit Program Hourly Rates\* - Faculty**

A.	No experience and/or instructor training	17.00
B.	One semester experience and instructor training	18.00
C.	Minimum of two semesters' experience, plus instructor training or recognized teaching certificate	19.00

**Continuing Education - Auxiliary Rates\* - Faculty**

Category		Step 1	Step 2	Step 3	Step 4	Step 5
A.	Daily	123.0 4	134.7 7	140.6 3	146.4 9	158.2 2
B.	Hourly	22.50	25.00	27.50	30.00	32.50
C.	High Hourly	35.00	37.50	40.00	42.50	45.00

\*RATES INCLUDE VACATION PAY

**35.12 CE Employee Evaluations**

The office of Continuing Education shall construct a set of evaluation instruments for the consistent evaluation of its employees. These shall be administered according to a fair and consistent set of procedures developed in consultation with the Association.

**35.13 Committee Participation**

CE-RPT employees are entitled to participate on any committee established pursuant to this Agreement.

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### 35.14 CE Employee Information and Classification

The College agrees to provide the association with regular updates to identify and describe current CE employees. Specifically, the following information shall be compiled twice yearly (in January for the fall semester, and in August for winter, spring, and summer contracts):

- (a) For all CE instructors (Type I and II): printouts of instructors' names, names of contracts awarded or courses taught, number of hours worked and pay rate.
- (b) For contracted CE instructors: copies of Contract for Provision of Services, number of hours of work provided to UCFV.
- (c) For CE-RPT employees: printouts of instructors' names, names of contracts awarded or courses taught, number of hours worked, and job classification.
- (d) For base-funded positions: a list of names of new base funded employees.
- (e) Identifying information about all other employees hired by CE.

**LETTER OF AGREEMENT ON BUDGET REVIEW**

It is agreed by the Board and Management that the FSA shall have the right to peruse the details of the college budget and further to review the details of each year's budget. It is further agreed that the aforementioned review will take place in a consultative spirit and in a timely fashion as may be required by both parties. Consultation will be among the Dean of Finance, Dean of Employee Relations, FSA Contract Chair, Agreement Chair and one other person designated by the FSA.

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**LETTER OF AGREEMENT ON CONSULTATION**

The FSA, Administration and Board of UCFV agree to operate on a basis of consultation on the present and future operation of UCFV realizing that the joint time and effort in planning will result in the best educational operation for all concerned.

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Board

**LETTER OF AGREEMENT ON TECHNOLOGICAL AND STRUCTURAL CHANGE CONSULTATION  
INCLUDING COST RECOVERY PROGRAMS**

Where new modes or models of instruction or other service delivery are contemplated, the proposal will be brought to a committee of management and the FSA for discussion and consultation. The committee's findings and conclusions shall not be binding on either party, but shall provide a continuing forum for discussion and resolution of problems. Any decision taken will respect this College's commitment to equitable and comparable compensation, while recognizing that the College wishes to be flexible and competitive in attracting non-base budget funded programs. The committee shall consist of FSA members, selected by the FSA from among the general membership and from among those affected by the change, and management representatives as appointed by management.

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Board

**LETTER OF UNDERSTANDING ON DAYCARE CENTRE**

The following outlines the substantive changes that need to occur in the operation of the Daycare Centres on our Abbotsford and Chilliwack campuses starting in late August or early September, 1999, in an attempt to make them a viable entity.

**Administrative Changes**

- Re-structure the number of infants, toddlers and 3 - 5's in each centre.
- Increase the fees charged to each group of children in each centre.
- Limit UCFV's contribution to \$70,000 per year.
- Create a 100% ten-month administrative position.

**Other Changes requiring FSA Agreement**

The position of Senior Supervisor is eliminated and the three incumbents will voluntarily move to Assistant Supervisors rather than using a lay-off clause.  
All Assistant Supervisors will be on time sheets and are subject to reduced hours dependent on need rather than partial lay-offs given and recall provisions used.  
The method of reduced hours will be based on a rotational method as determined by the employees in each centre.  
Before an employee can move from one Daycare to another they must have been laid off from their position. In this case a reduction in hours is not considered a lay-off.

A joint committee comprised of Management, FSA, and affected employees will review the operation of the Daycare Centres at the end of September 1999, October 1999 and March 2000.

The end of the fiscal year review (March 2000) will determine if it is possible to have all affected employees revert to a set 35-hour work week.

If the review shows that revenues have not increased, the parties will develop a mutually agreeable plan to be in place by May 1, 2000.

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Board

## Appendix "E"

### LETTER OF AGREEMENT ON FACULTY WORKLOAD INEQUITIES

In general, UCFV will strive to ensure that workloads are equitable and consistent with the terms and conditions set out in the Collective Agreement. In order to redress identified inequities, the College and FSA agree to strike a joint review committee.

By March 15 of each year, individual submissions may be made for redressing inequitable workloads to a joint review committee comprising the Dean of Finance, the Dean of Employee Relations, one instructional Dean, the FSA Agreements Chair, and two additional FSA members.

This committee will identify sources of inequity, prioritize issues leading to these inequities, and alleviate some of the identified problems through a fund of \$25,000.00 annually. The findings of this committee may be forwarded to the budgetary committee to create more permanent solutions.

If the committee wishes to, it may recommend redress of inequities which may include additional funding be allocated for this purpose or other solutions that may be appropriate to the problem.

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Board

**LETTER OF AGREEMENT ON STAFF WITH INSTRUCTIONAL DUTIES**

An ongoing joint committee made up of the Dean of Arts, Dean of Employee Relations, two FSA Staff Representatives, and the FSA Chair of the JCAC shall continue to examine the staff positions which have a significant instructional component (e.g. Multimedia Lab, Writing Centre). The committee shall continue to examine ways in which the responsibility and preparation time needed for these aspects of the position are appropriately recognized. Recommendations in this area will be made to JCAC by March 31, 2000.

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FSA

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Board

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