

THIS AGREEMENT is effective as of 1994 April 01.

BETWEEN:

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

(hereinafter called "the College")

OF THE FIRST PART;

AND:

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

(hereinafter called "the Association")

OF THE SECOND PART.

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

AND WHEREAS the Association is a trade union within the meaning of the said  
Code and is the

bargaining agent for the employees in a unit composed of instructors,  
counsellors, and librarians

in programs conducted by and at Vancouver Community College City Centre and  
the King

Edward Campus of the College and any other designated satellite locations  
thereof;

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

1 AGREEMENT

1.1 Term of Agreement

1.1.1 This Agreement shall be for a term of twelve (12) months from 1994 April  
01 to 1995

March 31, both dates inclusive.

1.1.2 If no Agreement is reached at the expiration of this Agreement, this  
Agreement shall

remain in force up to the time a strike or lockout commences, or until  
a new or

renewed Agreement is entered into.

1.2 Notice to Commence Bargaining

Either party to this Agreement may at any time within four (4) months  
immediately

preceding the expiry of this Agreement by written notice require the  
other party to

commence collective bargaining.

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

### 1.3 Precedence of Agreement

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

## 2 INTERPRETATION AND DEFINITIONS

### 2.1 Interpretation

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

### 2.2 Instructors

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

### 2.3 Permanent Regular Instructors

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

### 2.4 Probationary Regular Instructors

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

### 2.5 Term Instructors

2.5.1 Term instructors are instructors appointed under written contracts of employment which stipulate starting and ending dates.

2.5.2 A term appointment does not obligate the College to offer nor the instructor to accept subsequent reappointment.

This provision will not affect the appointment of an instructor eligible for regular appointment in keeping with the provisions of Article 4.6 (Change in Type of Appointment).

## 2.6 Full-time Instructors

"Full-time instructors" are instructors appointed on a full-time basis as per Article 6.1 (Assigned Duty, Working Conditions and Professional Development) of the Collective Agreement.

## 2.7 Part-time Instructors

"Part-time instructors" are instructors appointed on a less than full-time basis as per

Article 6.1 (Assigned Duty, Working Conditions and Professional Development) of the Collective Agreement.

## 2.8 Time-status of Appointments

Time-status refers to full-time work or portion thereof specified in an instructor's

appointment(s) e.g. full-time, half-time, three-quarters time, two-thirds time, etc.

## 2.9 Auxiliary Instructors

"Auxiliary instructors" are instructors employed for unspecified periods on a day-to-

day basis whether for full days or partial days. Auxiliary employment shall not

normally exceed nineteen (19) consecutive duty days. Auxiliary instructors are

covered by the following provisions of this Agreement:

Article 1 (Agreement)

Article 2 (Interpretation and Definitions)

Article 3 (Association Rights)

Article 4 (Hiring, Appointment and Change in Type of Appointment)

Article 5 (Salaries and Allowances)

Article 6 (Assigned Duty, Working Conditions and Professional Development)

Article 7.2 (Annual Vacation)

Article 7.3 (General (Statutory) Holidays)

Article 7.4 (Observance of General (Statutory) Holiday)

Article 7.5 (Christmas Holiday)

Article 7.18 (Unemployment Insurance)

Article 12 (Grievance Procedure)

Article 19 (Personnel Files)

Article 23 (Human Rights)

Article 24 (Sexual and Personal Harassment)

Article 25 (Personal Health and Safety)

Article 27 (Liability Insurance)

2.10 College or Employer

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

2.11 College President

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

2.12 Vice President

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

2.13 Vice President's Delegate

For the purpose of this Agreement, "Vice President's delegate" refers to a person

who has been explicitly designated to the position by the Vice President. This person shall not be a member of the VCCFA.

2.14 Duty Day

"Duty day" means every day an instructor is on assigned duty either full or part-time.

2.15 Fiscal Year

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

2.16 Area

For the purposes of Articles 4 (Hiring, Appointments and Change in Type of

Appointment) and 11 (Instructor Reduction, Severance Pay, and Recall), the term

"area" shall be the instructional unit(s) so designated and listed by the Joint Steering Committee as per Article 3.10.2.4.

2.17 Spouse

For the purpose of this Agreement, the term "spouse" shall include a legal or

common-law spouse including a spouse of the same gender defined as follows:

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

-or-

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

following terms:

a partner who, at the time of the qualification, is publicly maintained and

represented as the employee's spouse and has continuously been so maintained and represented for at least the previous twelve (12) months.

provided that there is no regulatory or statutory impediment external to the

College's control.

### 3.1 Association Dues

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

### 3.2 Association President

The Association President is the duly elected chief executive officer of the  
Vancouver Community College Faculty Association. For the purpose of this  
Agreement, the Association President shall be considered an instructor at both the  
King Edward Campus and the City Centre Campus.

### 3.3 Job Security

3.3.1 The College continues to recognize the Vancouver Community College Faculty  
Association as the bargaining agent for all instructors, counsellors, and librarians  
in programs conducted by the Employer at City Centre and King Edward Campuses  
and at any satellite locations thereof.

3.3.2 The Association recognizes the ongoing need of the College for flexibility in offering  
courses and programs through its Continuing Education Division.

3.3.3 Paragraph 3.3.1 does not apply to courses or programs conducted by the College  
through its Continuing Education Division prior to August 31, 1990.

3.3.4 After August 31, 1990, for courses or programs which are substantially similar to  
those taught by instructors currently within the jurisdiction of the Vancouver  
Community College Faculty Association bargaining unit, appropriately qualified  
persons shall be employed to provide the instruction under the terms and conditions  
of the current Collective Agreement.

3.3.5 After a new full-time program substantially similar to one taught by members of the bargaining unit has been successfully established within Continuing Education it will normally be moved into the appropriate instruction division of the College.

3.3.6 Should it become appropriate to transfer a program to Continuing Education from another instructional division at King Edward or City Centre Campuses, Article 3.3.4 above, will apply.

#### 3.4 Stewards

3.4.1 The College shall recognize a maximum of four (4) Association Stewards from each campus as representatives of the Association to deal with matters arising from the administration of the Collective Agreement. The College shall also recognize, in addition to the aforementioned Stewards, the Association Chief Steward as the chief representative of the association to deal with matters arising from the administration of the Collective Agreement. In the absence of a Steward or the Chief Steward the College shall recognize an Association-appointed alternate as the representative of the Association.

3.4.2 The Chief Steward and Stewards shall be granted a reasonable period of leave

from normal duties will full pay and benefits to perform their duties as stewards.

They shall make scheduling arrangements with their respective Department Heads

to ensure that the needs of the department are met.

3.4.3 Notwithstanding the provisions of Article 3.4.2, absences of the Chief Steward for

meetings with representatives\* of the College pertaining to grievance and/or

contract administration shall be with full pay and benefits. However, for other

absences of the Chief Steward, the Association shall reimburse the College as per

Article 3.6 (Association Business).

\* For the purposes of this Article, the representative of the College shall be the

Director of Employee Relations or delegate.

\* 3.4.4 The College will advise the employee in advance that a meeting is intended to be

disciplinary, and will advise the employee of their right to have a witness or a

Steward present. Where a meeting, without notice, becomes a disciplinary meeting,

the employee will have the right to temporarily adjourn the meeting and to arrange

for a witness or a Steward of the Association to be present.

### 3.5 Attendance at Meetings

3.5.1 The College shall grant paid leave to representatives of the Association for the

purpose of carrying on negotiations with the College or attending any meeting

connected with management-employee relations. The representatives of the

Association shall make scheduling arrangements with their department heads in

order to ensure that the needs of the department are met.

3.5.2 Meetings between the Association and the College as well as Association meetings

conducted during duty hours shall be held at times mutually agreed upon.

### 3.6 Association Business

3.6.1 With the approval of the appropriate Vice President, employees delegated by the

Association to attend to Association affairs may be granted necessary leave of

absence without pay to accommodate such involvement; it being understood that

such leave of absence shall be mutually agreed between the Vice President and the Association and that such approval shall not be unreasonably withheld.

3.6.2 The College shall, upon request from the Association, grant a full or part-time leave of absence to a member of the association for the purpose of performing duties with the Association for the College-Institute Educators' Association of B.C. provided that:

Explanatory Note

An asterisk (\*) in front of an article indicates that it is wholly or substantially new.

a) requests for such leave are made, in writing, by the Association President to the College President whenever possible at least two (2) months prior to the commencement of such leave;

b) such leaves shall not exceed two (2) years in length;

c) the needs of the Department can be met;

d) the Association shall notify the College four (4) months in advance of the return to the College of an instructor on leave where such leave is in excess of four (4) months.

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

a) leaves of up to and including ten (10) consecutive days - at salary cost;

b) leaves of over ten (10) consecutive days and up to, but not including one (1) year - daily rate based on 202 days plus 15%;

c) leaves of one (1) year or longer - actual salary and benefits costs for full years and fraction of years on a pro rata basis.

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

### 3.7 Copy of Agreement

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

### 3.8 Recognition of Picket Lines

Instructors shall not be disciplined, suspended or dismissed by the College for refusing to cross a legal picket line. Where instructors refuse to cross a legal picket

line at their normal place of duty, they shall be considered absent without pay.

### 3.9 Information to the Association

3.9.1 The College shall notify the Association by letter of the terms of employment and the salaries of all regular and term instructors within five (5) days of receipt of signed confirmation of their appointment to the position.

3.9.2 Upon receipt of a written request from the Association, the College shall, within sixty (60) days, and in any event, once a year in the month of September provide the

Association with the following employee and financial information:

a) listings of current regular, term, and auxiliary instructors to include the name, address, department and area, step on scale, type of appointment(s), time status, and rate of pay;

b) a list of instructors who have retired or who have died in the past fiscal year;

c) a list of instructors on leaves of absence indicating type of leave;

d) a copy of all prepared information of a public nature, including annual financial reports, audits, and budgets;

\* e) phone numbers (when permission is not withheld by instructors);

\* f) number of term contracts issued annually.\*

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

3.9.3 The College shall provide the Association with the following:

a) College Board public meeting agendas and attachments, when issued;

b) Minutes of public College and representational committee meetings, when issued;

c) any other information which the College Board, at its discretion, agrees to provide.

3.10 Joint Steering Committee

3.10.1 Within one month of the signing of this Collective Agreement the Association and

the College shall form a Joint Steering Committee (JSC). The JSC shall consist of

four (4) members appointed by the College and four (4) members appointed by the

Association. The College and Association shall each have two (2) votes and the

quorum for a JSC meeting shall be four (4) members with at least two (2) members from each party.

3.10.1.1 At the initial meeting of the JSC the voting chair shall be determined by lot.

Thereafter, the chair shall alternate once every six (6) months between an

Association-appointed member and a College-appointed member.

3.10.2 The JSC shall have the following responsibilities:

3.10.2.1 Performance Appraisal - to oversee the performance appraisal process as detailed in the attached Guidelines for the Performance Appraisal of Regular Instructors and as per Article 15.

3.10.2.2 Evaluation - to oversee the evaluation process as detailed in the attached Guidelines for the Evaluation of Term and Probationary Regular Instructors and as per Article 16.

3.10.2.3 Evaluation and Appraisal of Instructors with Responsibility Allowances - to submit a report to the Association and the College within two (2) months of its formation that includes a set of guidelines to be used for the evaluation of instructors during the probationary period of their appointments as Associate Deans, Department Heads, Assistant Department Heads, or Coordinators I and II. The report shall also include a separate set of guidelines to be used for the performance appraisal of instructors in their aforementioned roles.

3.10.2.3.1 Both sets of guidelines mentioned in 3.10.2.3 shall include the criteria, procedures, methods, and frequency of evaluation and performance appraisal.

3.10.2.3.2 The JSC shall use the October 1991 report of the Committee for the Valuation and Performance Appraisal of Instructors with Responsibility Allowances as a basis for its work.

3.10.2.3.3 On the first of the month following their ratification by the Association and the College, the guidelines developed by the JSC shall be in force. The guidelines shall form part of the Collective Agreement and remain in force for the duration of the Collective Agreement.

3.10.2.4 Areas - to identify, within three (3) months of its formation, the "areas" within the bargaining unit for the purposes of Articles 2 (Interpretation and Definitions), 4 (Hiring, Appointments, and Change in Type of Appointment) and 11 (Instructor Reduction, Severance Pay, and Recall). Upon ratification by the Association and

the College, the list of areas so identified shall be deemed to form part of the Collective Agreement.

3.10.2.5 Hiring - to submit a report within six (6) months of its formation that establishes procedures and criteria for making recommendations for the hiring of auxiliary, term, or regular instructors.

3.10.2.5.1 The JSC shall use the October 1991 report of the Committee for Hiring Procedures and Criteria as well as existing department or area hiring criteria and procedures as bases for its work.

3.10.2.5.2 On the first of the month following their ratification by the Association and the College, the procedures and criteria for hiring developed by the JSC shall form part of the Collective Agreement and remain in force for the duration of the Collective Agreement.

3.10.2.6 Instructor's Diploma Equivalents - To establish, within ten (10) months of its formation, the equivalents of the Instructor's Diploma (Article 9) and its components as per Article 9.2 (Instructor's Diploma Equivalents).

3.10.2.6.1 On the first of the month following their ratification by the College and the Association, the equivalents established by the Joint Steering Committee shall be used by the appropriate Vice President or delegate to determine the status of new instructors with respect to the Instructor's Diploma or equivalent.

\* 3.10.2.7 IRA Release Time Criteria - to establish and recommend within four (4) months of its formation criteria for Instructors with Responsibility Allowance release time as related to Article 13.9 (Instructional Load).

3.10.3 The Association appointed members of the JSC shall be granted reasonable period of paid leave in order to carry out their responsibilities.

3.10.4 Should the members of the JSC be unable to reach agreement on any of the matters within its purview, the matter shall, upon request of one of the parties, be referred for resolution under the terms of Article 12.10 (Policy Grievance).

3.11 Consultation on Instructional and Administrative Matters

3.11.1 The effective conduct of the College's operation requires the active and continuing participation of the VCCFA.

3.11.2 Where not specified in this Agreement, the management of significant matters affecting the development and implementation of the College's operation shall be carried on through consultative processes. "Significant" shall mean matters in any area identified by either party as being significant to it. "Consultative" shall mean processes that involve the serious exchange of information and ideas before action is taken.

3.11.3 The VCCFA shall have voting representation through its President or delegate on the Transition Council or its successor.

3.11.4 The VCCFA shall have representation, with vote, on each campus council or joint campus council or successors.

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

##### 4.1 Hiring

4.1.1 All instructors shall be hired in each area according to procedures and criteria established by the Joint Steering Committee, pursuant to Articles 3.10.2.4 and 3.10.2.5.

##### 4.2 Appointment Letters

All instructors, as defined by the terms of this Collective Agreement, shall be appointed with written letter of employment, except as outlined in Article 2.9 (Auxiliary Instructors).

#### 4.3 Regular Appointments

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

#### 4.4 Probationary Regular Appointments

4.4.1 Appointments to regular instructor status outside of the process outlined in Article

4.6 (Change in Type of Appointment) shall have a one (1) year probationary period as per Article 2.4 (Probationary Regular Instructors).

4.4.2 Probationary regular instructors shall be evaluated as per Article 16 (Evaluation

of Probationary Regular and Term Instructors) in order to determine their suitability

to perform their duties. In extenuating circumstances and with the mutual

agreement of both parties, the probationary period may be extended for a period of up to one additional year.

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

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

\* 4.4.5 Except as provided in Article 11 (Instructor Reduction, Severance Pay, and Recall), permanent regular instructors transferred to different positions under this Article shall maintain their permanent regular status but shall be subject to the provisions of Article 16 (Evaluation of Probationary Regular and Term Instructors) as they apply to these positions. At the end of a twelve (12) month trial period, permanent regular instructors who have not received successful evaluations or who do not wish to continue in their new positions shall return to their previous positions with one (1) month's notice.

#### 4.5 Term Appointments

4.5.1 In order to be considered for term appointments an instructor must meet the hiring criteria applicable to the available position and not have received an unsuccessful

Term  
evaluation as per Article 16 (Evaluation of Probationary Regular and  
Instructors).

4.5.2 Before any term appointment is made in a department or area, all regular  
instructors who are eligible for recall as per Article 11.6 shall be  
recalled.

4.5.3 Term appointments to a maximum of full-time status shall then be offered  
to  
interested part-time regular instructors on the basis of seniority as  
defined in Article  
10.1 (Definition and Calculation of Seniority).

4.5.4 Within one month of the ratification of the Collective Agreement, all  
part-time  
regular instructors interested in term appointments shall indicate  
their interest in  
writing to the department head(s) or coordinator(s) concerned.

4.5.5 Part-time regular instructors who do not indicate their interest in term  
appointments  
within one month of the ratification of the Collective Agreement may  
do so at a  
later date, but at least one month prior to the commencement of any  
appointment  
to which they are entitled. There shall be no entitlement to work in  
progress.

#### 4.6 Change in Type of Appointment

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

4.6.2 For the purposes of regularization, no instructor may accrue more than  
202 duty  
days in a fiscal year.

4.6.3 In the event there is no instructional position available, instructors  
shall be subject  
to Article 11 (Instructor Reduction, Severance Pay, and Recall).

4.6.4 The time-status of regular appointments granted as per Article 4.6.1  
shall be equal  
to the time-status of appointments maintained by the term instructor  
for at least

three hundred and eighty (380) days within a continuous twenty-four (24) month period. Any concurrent term appointments shall be combined for the purpose of calculating time-status.

4.6.5 Part-time regular instructors who have held additional term appointments for at least three hundred and eighty (380) days within a continuous twenty-four (24) month period shall have the time-status of their regular appointment increased. The increased amount shall be equal to the time-status of the additional term appointment(s) maintained by the instructor for at least three hundred and eighty (380) days within a continuous twenty-four (24) month period. The increase in time-status shall come into effect on the first of the month following the completion for the said three hundred and eighty (380) days.

## 5 SALARIES AND ALLOWANCES

See Salary Schedule, page 69.

### 5.1 Per Diem Rate

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

## 5.2 Regular Instructors

5.2.1 Full-time regular instructors shall be paid an annual salary determined in accordance with the per annum rates in the schedule. The salary shall be payable in twelve (12) equal instalments, one (1) at the end of each calendar month.

5.2.2 Part-time regular instructors shall be paid an annual salary determined in accordance with the per annum rates in the schedule on a pro-rated basis. The salary shall be payable in twelve (12) equal instalments, one (1) at the end of each calendar month.

5.2.3 Regular instructors employed for additional duty concurrent with their regular contract shall be paid at the same step as their current step and schedule.

## 5.3 Term Instructors

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

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

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

5.3.4 Term instructors whose written contract is cancelled for any reason within the first ten (10) duty days of that contract shall be paid at the contracted per diem rate for all said ten (10) duty days.

5.3.5 Term instructors employed for additional duty concurrent with or as an extension of their current contract shall be paid at the same step as for their current contract.

## 5.4 Auxiliary Instructors

5.4.1 Auxiliary instructors who are employed on a full-time basis shall be paid a per diem rate according to the schedule for each duty day worked.

5.4.2 Auxiliary instructors employed on a part-time basis shall be paid an appropriate

portion of the per diem rate payable for the appointment period.

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

#### 5.5 Allowances

For the term of this Collective Agreement, the following annual responsibility allowances are payable:

5.5.1 Associate Deans See also Article 7.2.2.6 (Vacation Scheduling Options for Associate Deans)

\$5,505

5.5.2 Department Heads

\$2,522

5.5.3 Assistant Department Heads and Coordinators II

\$1,621

5.5.4 Coordinators I

\$808

5.5.5 Instructors appointed or requested to assume fully the duties of division chairs, department heads, assistant department heads or coordinators on a temporary basis for a period of one (1) month or longer, shall receive the applicable allowance as prescribed in Article 5.5 hereof for the entire period of temporary assumption of these responsibilities. This clause is not applicable to replacement during the vacation periods of the incumbent being replaced.

#### 5.6 Initial Placement

5.6.1 Nothing in this Agreement shall prevent instructors from being hired at salaries above Step 1 of the salary schedule.

5.6.2 Auxiliary instructors' rates shall normally be based on Step 1 for the first nineteen (19) consecutive assigned duty days and thereafter based on the step which reflects appropriate placement for the twentieth (20) and each subsequent day in the same discipline. This does not preclude the initial hiring of auxiliary instructors at per diem rates higher than Step 1.

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

5.6.4 In determining the initial placement of instructors, consideration shall be given by the appropriate Vice President or delegate to previous educational, instructional, and work experience. The onus is on the instructors to present evidence of such experience at the time of initial placement. Without limiting the generality of the foregoing, the following criteria may be used in determining the initial placement of instructors:

- a) elementary, secondary, or post-secondary teaching experience;
- b) teaching experience at a recognized adult educational institution;

c) teaching experience gained through post-secondary teaching/instructional assistantships;

d) related business, industrial, and/or technical or related occupational experience;

e) academic degree, diploma, or equivalent;

f) certification in the subject area.

5.6.5 Not more than one step can be credited to an instructor for any given calendar

year of educational, instructional, or industrial experience.

5.6.6 New instructors shall receive a written rationale concerning their initial step

placement accompanying their letter of initial appointment and the Association shall be copied.

5.6.7 Should, within four (4) months of initial appointment, new instructors disagree with

their initial step placement, they may review such placement with the appropriate

Vice President or delegate, who shall not be the same individual who carried out

the initial placement review. At this time instructors may submit any additional

information that could affect their placement.

5.6.8 New instructors whose initial step placement is reviewed within the referenced four

(4) months and adjusted shall have any such salary adjustments made effective

to the date of commencement of their initial contact.

## 5.7 Increments

5.7.1 Instructors shall advance one (1) step on the salary schedule on their increment

dates subject to other provisions contained in this Agreement. The increment

dates are the anniversaries of their appointments provided that: increment dates

for instructors who commenced employment on or before the fifteenth day of any

month shall be the first day of that month; increment dates of instructors who

commenced employment after the fifteenth day of any month shall be the first day

of the month following.

5.7.2 Part-time service will result in a delay and alteration of the increment dates so that

instructors receive their increments at the beginning of the month following the

month in which the equivalent of 202 full-time assigned duty days have  
been accumulated.

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

5.7.4 The increment date cannot be advanced.

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

#### 5.7.6 Increments During Leaves

5.7.6.1 When absent from duty without pay as per Articles 5.7.6.2, 8.9 (Maternity Leave/Employment Standards Act), and 8.10 (Adoption Leave/Employment Standards Act), instructors shall continue to accrue increment entitlement, otherwise their increment entitlement shall be delayed one (1) month for each month of absence or any portion thereof exceeding ten (10) duty days.

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

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

#### 5.7.7 Increments and Instructor's Diploma

Instructors who started on or after 1972 January 01 must complete the "Instructor's Diploma" or equivalent in order to obtain their fourth (4th) salary increment from the time they joined the instructional staff. See also Article 9 (Instructor's Diploma or Equivalent).

#### 5.8 New and Revised Rates

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

5.8.2 Before a rate for a new classification is put into effect, it shall be subject to the agreement of both parties to this Agreement. In the event agreement cannot be reached within seven (7) working days, the matter of the new rate shall be referred to an arbitration board established as provided in the final stage of the grievance procedure (Article 12.5).

6 ASSIGNED DUTY, WORKING CONDITIONS AND PROFESSIONAL DEVELOPMENT

6.1 Assigned Duty

6.2 The term "assigned duty" refers to the forms of work which are listed below in Article 6.3. and 6.4 and which are determined for each instructor under the terms of Article 6.5 and 6.6. It is acknowledged that an instructor's professional responsibilities include more than assigned duty.

6.3 Assigned duty shall consist of one or more of the following forms of work. These forms of work shall be assigned to each instructor under the terms of Article 6.5 and 6.6. In the assignment of duties priority shall be given to the instruction of students.

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

6.4 Assigned duty may also consist of one or more of the following forms of work. These forms of work shall be assigned to each instructor under the terms of Article 6.5 and 6.6.

student evaluation and/or placement  
marking  
office hours

provision of information and/or resources to students  
administrative, divisional, departmental, and/or committee meetings  
directing or supervising paraprofessionals and/or support staff  
liaison with industry, community, or other agencies  
course, lesson, or program preparation, and related routine

curriculum

development work  
development of teaching aids and materials  
previewing and assessing new instructional materials  
other duties agreed to by the department and appropriate Vice

President or

delegate

6.5 In each department, the department head shall consult with the  
instructors in the  
department in order to determine which of the forms of work listed in  
Articles 6.3  
and 6.4 shall constitute their assigned duties as well as the number  
of hours for  
each form of work. The decision of the department head shall be  
subject to the  
approval of the majority of the instructors in the department. The  
decision of the  
department shall then be subject to the approval of the appropriate  
Vice-President  
or delegate. The approval of the appropriate Vice-President or  
delegate shall not  
be unreasonably withheld.

6.5.1 In determining the forms of work that constitute instructor's assigned duties,  
departments are free to choose any of the forms of work listed in Articles 6.3 and 6.4 in a manner that meets the objectives of the course or program.

6.5.2 Where an instructor's assigned duty includes the forms of work listed in Article 6.4,  
the instructor shall ensure that the students have been given learning assignments normal to the course or program objectives.

6.5.3 In order to accommodate the duties listed in Article 6.4, instructors may combine  
classes at parallel or compatible levels of progress for such activities as lectures,  
labs, audio-visual presentations, presentation to students by guest speakers, field trips, or supervision and monitoring of assigned classroom study.

6.5.4 The assigned duties of instructors in each department or area in effect as of  
October 1, 1992 shall be maintained unless changed through the process described in Article 6.5 and in accordance with the provisions of Article 6.

6.6 There shall be a maximum of twenty-five (25) hours of assigned duty per week for  
full-time instructors.

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

6.7 Under no circumstances shall the number of hours in which an instructor is  
assigned to duties listed in Article 6.3 exceed the level(s) existing in the instructor's  
department in the 1989-90 fiscal year, nor shall the total number of assigned duty  
hours per instructor exceed the level(s) existing in the instructor's department in  
the 1989-90 fiscal year.

6.8 No instructor shall have more than five (5) hours of assigned duty per day or more  
than five (5) consecutive days of assigned duty per week.

6.9 Arrangements shall be made at each campus for a meal break of one (1) hour  
duration and for two fifteen (15) minute breaks each day. The breaks shall not be  
included as part of an instructor's assigned duty.

6.10 The foregoing 6.8 and 6.9 shall be completed within six and one-half consecutive  
hours.

6.11 The provisions of Articles 6.8, 6.9, and 6.10 may be waived with the mutual consent of the instructors concerned and the appropriate Vice-President or delegate. The appropriate Vice-President or delegate will advise the Association in writing, prior to a waiving of Article 6.8, stating the length of the waiver period.

In an unusual situation when it is not practical to advise the Association in writing prior to action being taken, the appropriate Vice-President or delegate will advise the Association in writing as soon as is practical to do so.

## 6.12 Scheduling

6.12.1 The department head, with the involvement of the instructors of the department, shall determine each instructor's schedule of assigned duty (subject to the terms of Article 6.5 and 6.6), professional development, vacation and other leave periods.

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

6.12.3 A regular instructor assigned to a specific schedule of duty shall have priority for assignment to a different established schedule of duty within the appropriate department, if vacant, on the basis of seniority as defined in Article 10.1 (Seniority), provided that the qualifications for that discipline and the criteria set out in Article 6.12.2 of this Agreement are met.

6.12.4 Notwithstanding the provisions of Articles 6.6, 6.8, and 6.10, the department head, with the approval of the appropriate Vice-President or delegate and the majority of the members of the department, may schedule the equivalent of ten (10) days of assigned duty over nine (9) days or the equivalent of five (5) days of assigned duty over four (4) days.

## 6.13 Class Size

6.13.1 The College agrees to make a reasonable effort to maintain class sizes at existing and historical levels and as fixed from time to time by funding formula guidelines.

6.13.2 Class sizes determined by the College may be exceeded for the purposes of Article 6.5.3.

## 6.14 Professional Development

6.14.1 Professional development is an instructor-initiated activity intended to develop or improve instructional skills or methods; to develop, improve or review program,

course or curriculum materials; to maintain currency in the instructor's subject area; or, to gain additional knowledge and professional competence in the instructor's subject area. The term "Professional Development" allows for different activities among instructors, departments, and areas as well as for activities not directly or immediately related to the instructor's position at the College.

6.14.2 To accommodate the foregoing, the College shall provide to each instructor a minimum of twenty (20) working days with pay each fiscal year for professional development purposes.

6.14.3 The College may provide instructors with additional working days with pay for professional development purposes beyond the prescribed minimum of 6.14.2. Any such days shall be granted on the basis of individual application, need, and merit.

6.14.4 Instructors must complete and submit professional development proposals setting out how the time will be used to their advantage and to that of the College. All professional development proposals must be approved by the appropriate Vice President or delegate. The College reserves the right to suggest alternate activities for the instructor's consideration. Upon completion, instructors shall account for their activities during their professional development.

\* 6.14.5 Regular and term instructors, employed half-time or more, who complete eight (8) months of duty within the fiscal year, shall be entitled to professional development, as provided herein. Payment for the above entitlement is prorated based on the percentage of scheduled workload maintained during the best accrual months for those working less than 100% workload. See explanatory chart, Appendix "D" page 73.

6.14.6 With the prior written approval of the appropriate Vice President or delegate, any professional development during an instructor's vacation period will result in the equivalent number of vacation days being scheduled in accordance with Article 6.12 (Scheduling).

6.14.7 In order to accommodate professional development pursuant to Article 6.14.1, the

College shall provide funding in accordance with the attached Letter of Agreement:

Professional Development Funds.

7 BENEFITS

In addition to the details on employee benefits provided below, see Appendix "A",

"Schedule of Benefit Participation" on page 70 and Appendix "B", "Benefits During Leaves" on page 71.

\* 7.1 Entitlement to Benefits

\* 7.1.1 Regular Instructors

7.1.1.1 Permanent regular instructors and probationary regular instructors are entitled to

annual vacation, general holidays, Christmas holidays, sick leave, and all health

and welfare insurance benefits in accordance with the terms of this Agreement.

Eligibility periods for health, disability, and life insurance benefits are as follows:

Basic Medical and Extended Health Insurance:

effective the first complete calendar month of employment.

Dental, Salary Indemnity, Long Term Disability and Group Life Insurance:

effective the first of the month following completion of one month of service.

Participation in these plans is mandatory upon eligibility.

7.1.1.2 Regular instructors on layoff having recall rights may have access to the following

benefits in accordance with the terms of the policies during the period of recall up to a maximum of twenty-four (24) months:

Medical Services Plan (Basic Medical), provided they maintain eligibility under the terms of the plan. Note: the plan will only cover out-of-country expenses for up to twelve months.

Extended Health Benefits, provided MSP coverage is maintained.

Dental.

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

\* 7.1.2 Term Instructors

7.1.2.1 Term instructors holding a one-year appointment at half time or more are entitled

to annual vacation, general holidays, Christmas holiday, sick leave, and all health and welfare insurance benefits in accordance with the terms of this Agreement (except Payment on Death). Eligibility periods for health, disability, and life insurance benefits are as follows:

Basic Medical and Extended Health Insurance:  
effective the first complete calendar month of employment.

Dental, Salary Indemnity, Long Term Disability, and Group Life Insurance:  
effective the first of the month following the day on which they complete ten (10) months of duty within a consecutive twelve (12) month period at half-time or more. Participation in these plans is mandatory upon eligibility.

7.1.2.2 Term instructors appointed on the basis of half-time or more and whose

appointments span more than a calendar month each but less than one year in length have annual vacation pay, general holiday pay, and Christmas holiday pay included within the per diem rate of pay (see Article 5.1), sick leave, and all health and welfare insurance benefits in accordance with the terms of this Agreement (excepting Payment on Death). Eligibility periods for health, disability, and life

insurance benefits are as follows:

Basic Medical and Extended Health Insurance:  
effective the first complete calendar month of employment.

Dental, Salary Indemnity, Long Term Disability, and Group Life  
Insurance:  
effective the first of the month following the day on which they  
complete ten (10)  
months of duty within a consecutive twelve (12) month period at  
half-time or  
more. Participation in these plans is mandatory upon eligibility.

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

## 7.2 Annual Vacation

### 7.2.1 Number of Vacation Days

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

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

### 7.2.2 Scheduling of Vacation

7.2.2.1 The annual vacation will normally be taken on the basis of one of the following options:

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

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

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

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

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

7.2.2.6 Vacation Scheduling Options for Associate Deans

a) Thirty (30) days, normally taken in a block of one (1) month with that block taken separately from the remaining days, together with a payment of 5.8% of basic salary in lieu of the balance of annual vacation to which regular instructors are entitled, or

b) Forty-four (44) days, taken in blocks of time approved by the campus administration with no additional payment.

c) Associate Deans shall notify the administration of their choice of holiday option at least thirty (30) days prior to the start of the fiscal year.

\* 7.2.3 Vacation Credit Accrual

\* 7.2.3.1 Full-time Regular Instructors

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

\* 7.2.3.2 Part-time Regular Instructors

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

\* 7.2.3.3 Term Instructors

a) Term instructors on annual contracts shall accrue vacation credit at the same rate as regular instructors. Payment for vacation days accrued shall be adjusted to reflect the time status at which the days were accrued throughout the fiscal year.

b) Other term instructors shall not accrue vacation credit. Their per diem salary rate for their period of appointment is calculated to reflect an annual salary paid out over a 10-month assigned duty year.

7.2.3.4 Vacation Credit for Partial Months

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

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

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

\* 7.2.3.5 Vacation Credit While on Leave

Except for periods of Maternity or Adoption Leave, provided for in Articles 8.9 and 8.10, instructors who are on leave of absence without pay in one calendar month shall be subject to the following provisions with respect to annual vacation credits:

Period of leave of absence:

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

7.3 General (Statutory) Holidays

7.3.1 Approved general (statutory) holidays are as follows:

New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C.

Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day,

and any day so proclaimed by federal or provincial legislation.

7.3.2 For the term of this Agreement, the following general (statutory) holidays will be

observed as follows:

Good Friday	1994 April	01 (Friday)
Easter Monday	1994 April	04 (Monday)
Victoria Day	1994 May	23 (Monday)
Canada Day	1994 July	01 (Friday)
B.C. Day	1994 August	01 (Monday)
Labour Day	1994 September	05 (Monday)
Thanksgiving Day	1994 October	10 (Monday)
Remembrance Day	1994 November	11 (Friday)

Christmas Day	1994 December	23 (Friday in lieu of Sun. Dec. 25)
Boxing Day	1994 December	26 (Monday)
New Year's Day	1995 January	02 (Monday)

7.4 Observance of General (Statutory) Holiday

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

\* 7.5 Christmas Holiday

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

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

7.6 Sick Leave Credit Accrual

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

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

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

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

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

7.6.4 An instructor who terminates employment during a period from the first (1st) to the fifteenth (15th) of the month, shall not accrue credit for that month. An instructor who terminates employment from the sixteenth (16th) to the end of the month, shall accrue full credit for that month.

7.6.5 When instructors are not on duty, the accrual of sick leave credits will continue only if the absence is with pay.

7.6.6 Except for periods of Maternity or Adoption leave provided for in Articles 8.9 and 8.10, instructors who are on leave of absence without pay in any one calendar month, shall be subject to the following provisions with respect to sick leave credits:

Period of leave of absence:

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

7.6.7 Sick leave credits may be accrued to a maximum of two hundred sixty-one (261) working days. Instructors who, at the signing date of this Agreement, have sick leave credits in excess of two hundred and sixty one (261) working days shall not have their credit reduced other than by utilization as sick leave.

7.6.8 Instructors shall receive an individual accounting of their sick leave once each year in the month of September.

7.6.9 Accrued sick leave credit is lost on termination of employment. However, such sick leave credit will be restored to an instructor on recommencement of service, as a term or regular instructor, within two (2) calendar years provided the previous termination was not caused by the instructor, and provided the instructor has not refused a proposed contract from the College in that period.

7.7 Salary Indemnity

#### 7.7.1 Sick Leave Advance/Weekly Indemnity Transition

Where, upon becoming disabled, instructors have insufficient sick leave credits to accommodate the ten (10) working day waiting period to be eligible for weekly indemnity benefits, an advance equal to the number of sick leave credit days which could be earned by the subsequent March 31st, will be made.

#### 7.7.2 Short-Term Salary Indemnity (Disability Income Benefit)

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

amount of benefit: 70% of salary to a maximum of \$555 per week;

duration of benefit: fifty-two (52) weeks;

benefit effective: upon expiration of sick leave credit or after (10) working days, whichever last occurs.

7.7.2.2 The premium cost of salary indemnity coverage shall be borne entirely by instructors and shall be paid by means of payroll deduction.

#### 7.7.3 Long-Term Salary Indemnity (Disability Income Benefit)

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

amount of benefit: 70% of salary to a maximum of \$2,404 per month;

duration of benefit: until retirement or as otherwise provided;

benefit effective: upon expiration of short-term salary indemnity coverage.

\* 7.7.3.2 The College shall pay the entire premium cost of long-term salary indemnity.

#### 7.8 Health Insurance

##### 7.8.1 Basic Health Benefits

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

\* 7.8.2 Extended Health Benefits

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

a) Eighty percent (80%) reimbursement on the first one thousand dollars (\$1,000) in-province eligible expenses in excess of the twenty-five dollar (\$25) per family deductible and one hundred percent (100%) thereafter in the same year.

b) The lifetime maximum amount of benefits payable for any one member or dependent shall be one million dollars (\$1,000,000).

c) Vision care charges for the purchase of corrective lenses and frames or contact lenses. The maximum Benefit payable shall be three hundred dollars (\$300) per person in two calendar years.

d) Hearing aids in the amount of six hundred dollars (\$600) every four (4) years for any one member or dependent.

#### 7.9 Dental Plan

7.9.1 All instructors employed by Vancouver Community college who are members of the Vancouver Community College Faculty Association are eligible except those who are employed on a part-time basis at less than half-time, and excluding all other employees of Vancouver Community College.

7.9.2 Only those regular instructors who have completed one (1) month of service and only those term instructors who have completed ten (10) months within a consecutive twelve (12) month period are to be covered from the effective date of this dental plan.

7.9.3 Regular instructors who have not completed the required length of service on the effective date of this dental plan are to be covered from the first of the month following the date on which they complete one (1) month of service. Term instructors are to be covered from the first of the month following the date on which they complete ten (10) months within a consecutive twelve (12) month period at half-time or more.

7.9.4 Instructors are to be covered as a condition of the dental plan contract unless covered by another dental plan. Coverage will commence from the first of the month following the date on which they complete one (1) month of service for regular instructors, and upon completion of ten (10) months of service within a consecutive twelve (12) month period, at half time or more, for term instructors. Should instructors' other dental coverage cease, instructors must immediately apply for inclusion under the Vancouver Community College dental plan.

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

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

a) basic dental services (Plan A) paying for 100% of the approved schedule of fees;

b) prosthetics, crowns, and bridges (Plan B) paying for 50% of the approved schedule of fees;

\* c) orthodontics (Plan C) paying for 50% of the approved schedule of fees to a maximum of \$2,500 per person.

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

7.10.1 The following instructors shall participate in the group life plan:

All regular instructors shall be covered from the beginning of the first complete calendar month of employment.

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

\* 7.10.2 The College will pay one hundred percent (100%) of the cost of monthly premiums for both Group Life Insurance and Accidental Death and Dismemberment Insurance. The Group Life Insurance plan provides a benefit level of three (3)

times the annual maximum salary of the Instructor. The  
Accidental Death and  
Dismemberment Insurance plan provides a benefit of up to three  
(3) times the  
annual maximum salary of the instructor.

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

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

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

#### 7.11 Voluntary Life Insurance Coverage

By payment of the necessary premiums through payroll deductions,  
instructors  
who are participating in the group life insurance plan may elect  
additional group  
life insurance coverage for themselves and/or their spouses, in  
increments of  
\$10,000 to a maximum of \$250,000 in accordance with the terms of the  
contract  
with the insuring company.

#### 7.12 R.R.S.P. Payroll Deductions

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

#### 7.13 Payment Upon Death

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

#### 7.14 Employer Contributions

Employer's contributions as prescribed in Articles 7.8, 7.9, and 7.10 shall be applied towards the monthly premium for the employees in such a manner as to maximize, within the law, the benefits to the employees for taxation purposes.

#### 7.15 Premium Savings

It is hereby understood and agreed that premium savings accrued by virtue of Unemployment Insurance Commission assessment shall be used to offset partially the costs of salary indemnity and future benefit improvements.

#### 7.16 Group of Coverage

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

deployment or interpretation of the group or subgroup composition for the best advantage to the greatest numbers.

#### 7.17 College Pension Plan

Instructors are eligible for coverage in accordance with the appropriate provincial legislation and the terms of the College Pension Plan. (See summary documents provided by the College).

#### 7.18 Unemployment Insurance

Instructors shall be covered for unemployment insurance insofar as the statutes permit.

### 8 LEAVES

#### 8.1 General Information for Leaves

##### 8.1.1 Application and Scheduling for Leaves

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

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

- Maternity Leave/Employment Standards Act (Article 8.9);
- Adoption Leave/Employment Standards Act (Article 8.10);
- Retirement Preparation Leave (Article 8.12);
- Renewal Leave for Excellence (Article 8.13).

All of these leaves may only be taken as full-time leaves.

8.1.1.3 Scheduling of all leaves shall be done by department heads as provided in Article 6.12 (Scheduling).

##### 8.1.2 Return from Leaves

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

##### 8.1.3 Benefits and Entitlements While on Leave

See APPENDIX "B" for summary of benefits during leaves, page 71.

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

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

8.1.3.3 During Unpaid Leave:

a) Increments - Instructors on unpaid leave shall not receive increment entitlement except as provided in Article 5.7.6 (Increments During Leaves), Article 8.9 (Maternity Leave), and Article 8.10 (Adoption Leave).

b) Continuance of Benefits - Instructors on unpaid leave in any one calendar month shall be subject to the following provisions with respect to benefits:

Period of leave of absence:

a) Up to and including fifteen (15) calendar days: all employee benefits continue;

b) Sixteen (16) calendar days or more: no benefits except as provided in Articles 8.9 (Maternity Leave); 8.10 (Adoption Leave); 8.12 (Retirement Preparation Leave); and 8.13 (Renewal Leave for Excellence).

However, instructors on unpaid leave of sixteen (16) calendar days or more may, upon approval of the leave and subject to the provisions of Article 7 (Benefits), opt for the continuance of the following benefits by payment of the necessary premiums and contributions, both employee and employer shares:

Health Insurance (Basic and Extended) (Article 7.8);

Dental Plan (Article 7.9);

Group Life Insurance (Article 7.10);

Short and Long Term Salary Indemnity (up to two months) (Article 7.7);

College Pension Plan (Article 7.17).

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

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

## 8.2 Personal Leave

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

8.2.2 This leave shall be without pay unless otherwise authorized.

## 8.3 Educational Leave

8.3.1 The College shall grant upon application a minimum of one (1) full-time equivalent (F.T.E.) Educational Leave per fiscal year for each campus, King Edward Campus and City Centre Campus.

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

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

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

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

#### 8.3.6 Long-Term Educational Leave

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

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

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

8.3.6.4 Normally, instructors shall not be eligible for subsequent long-term educational leaves until a period of six (6) years has elapsed since the completion of the previous leave.

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

#### 8.3.7 Short-Term Education Leave

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

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

8.3.7.3 Instructors undertake to remain in the service of the College for a minimum of one

(1) year immediately following return from such leaves and, in the event of failing to do so, shall refund the amount paid to them by the College during the leaves.

8.3.7.4 A request for short-term educational leave must be made at least two (2) months prior to the proposed commencement date of the leave. The applicant will receive a reply at least one (1) month prior to the requested commencement date.

8.3.7.5 Normally, instructors shall not be eligible for subsequent short-term educational leaves until a period of two (2) years has elapsed since the completion of the previous leave.

#### 8.4 Illness or Injury Covered by Workers' Compensation (Regular and Term Instructors)

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

#### 8.5 Illness or Injury Not Covered by Workers' Compensation

8.5.1 Absence resulting from illness or injury not covered by Workers' Compensation shall be with pay for a period not exceeding the instructor's accumulated sick leave credit. See also Article 8.9 (Maternity Leave) and Article 7.6 (Sick Leave Credit Accrual).

8.5.2 In keeping with the provisions of the salary indemnity insurance contract with the insuring company, any amount of sick leave benefits paid under this Clause, ultimately recovered under a contract of motor vehicle insurance, shall be repaid directly to the College by the motor vehicle insurance underwriter and the corresponding number of sick leave credits restored to the account of the individual instructor.

8.5.3 Any instructor absent because of illness may be required, upon being given advance notice, to produce a certificate from a duly qualified medical practitioner

licensed to practice certifying that such instructor is unable to carry out their duties due to illness.

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

#### 8.6 Sick Leave for Family Illness

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

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

#### 8.7 Funeral

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

#### 8.8 Bereavement

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

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

#### 8.9 Maternity Leave/Employment Standards Act

8.9.1 For benefits of the Employment Standards Act to apply, instructors must ensure that the appropriate certificates indicated in that Act are signed by duly qualified medical practitioners and submitted to the College President via the appropriate department and the appropriate Vice-President.

8.9.2 Maternity leave is without pay.

8.9.3 The College shall grant maternity leave in accordance with the provisions of the Employment Standards Act for a period up to a maximum of fifty-two (52) consecutive weeks without termination of contract. Upon return from maternity leave, the instructor is entitled to assume the instructional position she would have held had the leave not occurred.

8.9.4 Notwithstanding the provisions of Article 8.9.3 above, the College shall make its premium contributions for pension, medical, extended health, group life, and dental

plan insurance in accordance with Section 53 of the provisions of the  
Employment

Standards Act for the entire duration of the maternity leave.  
Vacation and sick

leave benefits and increment entitlement will accrue only for the  
duration of the

maternity leave falling within the time limits prescribed in the  
Employment Standards

Act and provided the instructor returns to duty at the completion of  
the maternity  
leave.

8.9.5 Instructors on maternity leave may opt for the continuance of short term  
salary

indemnity by payment of the necessary premiums. Long term disability  
premiums

are paid by the College during the Statutory Period only. Instructors  
wishing to

continue long term disability coverage beyond this period must make  
arrangements

to remit the appropriate amount of premium to the College to continue  
coverage.

8.9.6 Employees wishing to return to duty prior to the expiration of six (6)  
weeks following

the actual date of birth of the child shall give the College one  
week's notice, in

writing, of such intention.

#### 8.10 Adoption Leave/Employment Standards Act

8.10.1 An instructor applying for adoption leave must furnish proof of legal  
adoption of a

child. Where both parents are instructors under the terms of this  
Collective

Agreement, only one (1) instructor shall be entitled to leave under  
the provisions of  
this clause.

8.10.2 Adoption Leave is without pay.

8.10.3 The College shall grant leave for adoption of a child in accordance  
with the

provisions of the Employment Standards Act for a period of up to a  
maximum of 52

weeks without termination of contract. Upon return from such leave  
the instructor

is entitled to assume the instructional position the instructor  
held at the time of  
leave.

8.10.4 Notwithstanding the provisions of Article 8.10.3, the College shall  
make its premium

contributions for pension, medical, extended health, group life and  
dental plan

insurance in accordance with the provisions of Section 53 of the  
Employment

Standards Act for the entire duration of the leave for adoption.  
Vacation and sick leave credits and increment entitlement will accrue only for the duration of the leave for adoption falling within the time limits prescribed in the Employment Standards Act and provided the instructor returns to duty at the completion of the leave of adoption.

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

#### 8.11 Parental Leave

##### 8.11.1 Upon the Birth of a Child

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

##### 8.11.2 Upon the Adoption of a Child

Upon the adoption of a child, an instructor shall, upon application to the appropriate Vice-President, be entitled to three (3) days paid parental leave. Such leave shall be charged against the instructor's sick leave credits to the extent said credits will accommodate. An instructor applying for adoption leave must furnish proof of legal adoption of a child. Where both parents are instructors under the terms of this Collective Agreement, only one (1) instructor shall be entitled to leave under the provisions of this clause.

#### 8.12 Retirement Preparation

8.12.1 In order to allow an instructor nearing retirement age to prepare for retirement, and with the approval of the appropriate Vice President, an instructor shall be granted

months a leave of absence of between three (3) and twelve (12) consecutive months providing the following qualifications are met:

a) The instructor has been a regular instructor for a minimum of five (5) years;

b) The instructor is at least fifty (50) years old;

c) The instructor should be on the maximum salary range;

d) An appropriately qualified replacement instructor, if required, is available. The ultimate replacement instructor shall be identified and, wherever possible, be at the minimum step of the salary schedule.

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

8.12.2.1 Instructors shall submit written applications for Retirement Preparation Leave a minimum of three (3) months prior to the start of the fiscal year in which the leave is to commence.

8.12.2.2 Should the total number of leaves applied for under 8.12.2.1 exceed the maximum specified in 8.12.2, allocation of the twenty (20) Retirement Preparation Leaves shall be on the basis of seniority.

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

8.12.3 Retirement Preparation Leave shall be unpaid, but shall carry with it the following benefits:

Medical, extended health, group life, and dental insurance benefits;

Provided the instructor elects to continue to pay the instructor's portion of pension contributions and is given permission to do so by the Superannuation Commission, the College shall continue to make its payments for the entire duration of the leave;

A stipend of \$1,000 per month for full-time instructors and pro-rata for part-time instructors and instructors on part-time leave;

Instructors taking Retirement Preparation Leave may opt for the continuance of short and long term salary indemnity by payment of the necessary premiums.

#### 8.12.4 Stipulations

8.12.4.1 An instructor on unpaid Retirement Preparation Leave who becomes disabled and who has accumulated sick leave credit, shall, concurrent with the commencement of said disability, be placed on sick leave as per Article 7.6 (Sick Leave Credit Accrual) and Article 8.5 (Illness or Injury Not Covered by Workers' Compensation), and the Retirement Preparation Leave shall immediately cease.

8.12.4.2 An instructor who works elsewhere while on Retirement Preparation Leave and has any of the insurance benefits listed in Article 8.12.3 provided at a rate of contributions equal to or superior to the College's contributions shall notify the College and take the benefits available elsewhere.

#### 8.13 Renewal Leave for Excellence

8.13.1 In order to provide instructors with an opportunity for renewal, the College shall, with the approval of appropriate Vice-President, grant Renewal Leaves of between six (6) and twelve (12) months, provided the following conditions are met:

- a) the instructor is a permanent regular instructor at commencement of leave granted hereunder;
- b) the instructor should be on the maximum of the salary range;
- c) an appropriately qualified replacement is available to assume the instructor's responsibilities;

d) the ultimate replacement instructor is identified and, wherever possible, shall be at the minimum step of the salary range.

\* 8.13.1.1 Instructors may apply for Renewal Leave of less than six (6) months if the leave is in conjunction with other leave(s), professional development, or vacation that, in combination, total a minimum of four (4) months. Approval of such applications will not be unreasonably denied.

8.13.2 A maximum of thirty (30) instructors shall be granted Renewal Leave per fiscal year.

The procedure for application and allocation shall be as follows:

8.13.2.1 Instructors shall submit written applications for Renewal Leave a minimum of three

(3) months prior to the start of the fiscal year in which the leave is to commence.

8.13.2.2 Should the total number of leaves applied for under 8.13.2.1 exceed thirty (30), the

allocation of thirty (30) Renewal Leaves shall be on the basis of seniority.

8.13.2.3 Should the maximum allowable quota of leaves not be reached through the process

outlined above, further Renewal Leaves shall be granted during the fiscal year in

which the leave(s) is to commence, provided the instructor submits a written

application for the leave a minimum of three (3) months prior to the commencement

of the leave. Such leaves shall be granted on a first-come, first-served basis.

8.13.3 Renewal Leave shall be unpaid, but shall carry with it the following benefits:

A stipend of \$1,200 per month for full-time instructors and pro-rata for part-time

instructors and instructors on part-time leave.

Medical, extended health, dental, and group life benefits.

Instructors taking Renewal Leave for Excellence may opt for the continuance

of short and long term salary indemnity by payment of the necessary premiums.

8.13.4 Stipulations

8.13.4.1 An instructor on unpaid Renewal Leave for Excellence must advise the College, in

writing, no later than two (2) months prior to expiration of the leave confirming

intention to return to duty.

8.13.4.2 An instructor who works elsewhere while on leave and has any of the insurance

benefits listed in Article 8.13.3 provided at a rate of contributions equal to or

superior to the College's contribution is required to notify the College and take the

benefits available elsewhere.

8.13.4.3 An instructor on unpaid Renewal Leave for Excellence who becomes disabled and

who has accumulated sick leave credit, shall, concurrent with the commencement of said disability, be placed on internal sick leave and the Renewal Leave for Excellence shall immediately cease.

#### 8.14 Jury Duty and Court Appearance

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

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

#### 8.15 Political Leave

8.15.1 In order to enable an instructor to contest a federal, provincial, or municipal election, the College shall grant the instructor an unpaid leave of absence for a period of up to two (2) months.

8.15.2 In the event that an instructor is elected to a federal, provincial, or municipal office, the instructor, upon application, shall be granted an unpaid leave of absence for the term of the political office.

### 9 INSTRUCTOR'S DIPLOMA OR EQUIVALENT

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

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

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

9.1.2 The equivalents of the Instructor's Diploma and its components shall be established

by the Joint Steering Committee as per Article 3.10.2.6 and shall subsequently be used by the appropriate Vice President or delegate in determining the status of new instructors with respect to the Instructor's Diploma or equivalent.

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

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

9.3 Upon completion of one (1) year's service, instructors' progress toward acquisition of total credentials or their equivalent shall be monitored and the instructor shall be advised.

9.4 In the event instructors are dissatisfied with the evaluation under the provisions of this Article, they may re-submit their credentials to the appropriate Vice President for re-evaluation.

9.5 Instructors on staff who have been "frozen" before their fourth (4th) increment because they have not obtained the Instructor's Diploma or its equivalent (see Article 5.7.7), shall be granted the next increment level, effective the first of the month immediately following receipt by the Director of Employee Relations of reasonable proof of completion of the Instructor's Diploma or the certification of its equivalent.

9.6 Notwithstanding the above, the date for other increments shall remain as outlined in Article 5.7 (Increments).

## 10 SENIORITY

See APPENDIX "C" for examples of seniority calculations, page 72.

### 10.1 Definition and Calculation of Seniority

10.1.1 For the purpose of this Agreement, seniority is established on that date at which time a regular or term instructor became subject to the Vocational Instructors' Association or Vancouver Community College Faculty Association Collective Agreement, and in any event, not before September 1, 1949.

10.1.2 For the purposes of this Agreement, seniority is defined as an instructor's accrued service under the terms of the Association-College Collective Agreement and shall be calculated as provided in Articles 10.1.3 and 10.1.4.

#### 10.1.3 Regular Instructors

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

#### 10.1.4 Term Instructors

10.1.4.1 Effective April 1, 1992, term instructors shall accrue up to a maximum of 261 full-time equivalent (FTE) days of service per fiscal year. Part-time service by such instructors shall be pro-rated.

10.1.4.2 Effective April 1, 1992 all auxiliary work done concurrent with and after an instructor's initial term appointment shall be counted as service for the purpose of seniority calculation. Such auxiliary service shall be pro-rated.

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

261  
202

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

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

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

## 10.2 Retention or Loss of Seniority

10.2.1 Regular and term instructors shall retain and accrue seniority while in the employ of the College.

10.2.2 Instructors whose employment is severed by the College for other than cause shall, upon re-appointment within two (2) years, have their previously accrued seniority restored.

10.2.3 Instructors who sever employment of their own volition shall forfeit accrued seniority.

## 10.3 Seniority Lists

10.3.1 On the basis of Articles 10.1 and 10.2, a seniority list shall be developed for each campus and by the respective administrations. The list shall include all regular and term instructors employed by the College during the two-year period immediately prior to March 31 of each fiscal year. The list shall show, in order of seniority, the type of appointment(s) held by each instructor, the time-status of the

appointment(s), the department or area to which the instructor has been assigned, the commencement date of service, and the aggregate length of accumulated service in FTE days. The seniority list shall be updated as of March 31 each fiscal year and posted within one month. The College shall provide the Association and each department with a copy of the updated seniority list. Instructors shall be entitled to receive individual copies of the seniority list upon request.

10.3.2 Notwithstanding instructors' aggregate length of service on the seniority list, Article 11 (Instructor Reduction, Severance Pay, and Recall) of this Agreement shall take precedence in the reduction of instructors.

11 INSTRUCTOR REDUCTION, SEVERANCE PAY, AND RECALL

11.1 Reasons for Reduction

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

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

11.2 Consultation on Reduction

After identifying the specific area or areas of reduction and prior to giving advance notification of layoff the College shall engage in discussion and consultation with the Association on the intended reduction in an effort to minimize the impact on the instructors so affected. These discussions shall include the possibilities of Early Retirement Incentive offers as per Article 22.4 (Early Retirement Incentive and Reduction Sequence) and transfers as per Articles 11.4.3 and 11.4.5.

11.3 Advance Notification of Reduction

The College shall, as soon as possible in advance, and no later than one month prior to the date of transfer or notice of layoff determined by Article 11.4 notify the Association and any regular instructors whose employment may be affected. The notification shall be in writing and shall specify the reasons for the intended change and shall refer the affected regular instructors to the Association regarding their rights under Article 10 (Seniority) of this Agreement.

11.3.1 As per Article 22.4, Early Retirement Incentive offers that may offset the impact of the Reduction Sequence shall be made simultaneously with Advance Notification.

11.3.2 Consultation between the College and the Association as per Article 11.2 shall continue subsequent to any Advance Notification. Within five (5) duty days of the date of the Advance Notification, the Association shall have the right to present

written submissions to the College on the proposed changes and their effects.

#### 11.4 Reduction Sequence

Any reductions shall be accomplished to the extent required in each specific area in the following sequence:

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

11.4.2 Making offers of early Retirement Incentive, as per Article 22.4 that may offset the impact of the reduction sequence.

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

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

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

11.4.6 Terminating other permanent regular instructors with three (3) months' notice according to length of service with the College under the Collective Agreement.

11.4.7 Probationary regular instructors and permanent regular instructors displaced by a transferring instructor shall be also subject to the provisions of 11.4.3, 11.4.4, 11.4.5, and 11.4.6.

#### 11.5 Severance Pay

11.5.1 Severance Pay Entitlement

11.5.1.1 All permanent regular instructors shall be entitled to severance pay should their employment be terminated by the employer in accordance with Article 11.

11.5.1.2 Instructors who held permanent regular appointments as of March 31, 1992, shall be entitled to severance pay coincidental with appointment to permanent regular status.

11.5.1.3 Instructors who held three year regular appointments as of March 31, 1992, shall be entitled to severance pay three years after appointment to three year regular status.

11.5.1.4 Effective April 1, 1992, instructors who receive permanent regular appointments as per Article 4.6 (Change in Type of Appointment), shall be entitled to severance pay three years after appointment to permanent regular status.

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

11.5.1.6 Instructors eligible for severance pay shall have the option of accepting such pay at the time of layoff or at the end of the recall period.

## 11.5.2 Calculation of Severance Pay

11.5.2.1 Immediately upon appointment, permanent regular instructors are entitled to be paid

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

11.5.2.2 Severance pay shall not be granted to permanent regular instructors whose

employment as instructors is discontinued and who, of their own volition, transfer to other continuous employment with the College.

11.5.2.3 Those who were hired as term instructors and who have subsequently become

permanent regular instructors, will have their rights to severance pay dated back to the date on which their continuous employment commenced under the terms of this Agreement.

11.5.2.4 Severance pay, as outlined above, is in addition to notice as required by Article 11

(Instructor Reduction, Severance Pay, and Recall) or pay in lieu thereof.

## 11.6 Recall

11.6.1 When the College determines that the number of instructors in any specific area of

reduction can be increased, reappointment shall be made in reverse order of layoff from a recall list of regular instructors who meet the applicable hiring criteria.

\* 11.6.2 Temporary Recall

Temporary recall rights may be exercised by instructors to accept offers of appointments with less time status than the time status of the appointments they formerly held or for temporary assignments of less than four (4) months. Instructors who accept an offer of temporary recall will do so subject to the following:

a) Instructors must complete the class to which they have been temporarily recalled before exercising their recall rights to equivalent time-status appointments unless, in replacing instructors on leave pursuant to Articles 8.3 (Educational Leave), 8.4 (Illness or Injury Covered by Workers' Compensation (Regular and Term Instructors), and 8.5 (Illness or Injury not Covered by Workers' Compensation), the recall appointments are or become periods of four months or greater.

Instructors offered appointments to replace other instructors pursuant to Articles 8.3,

8.4, or 8.5 will be considered to be on temporary recall until the instructors being

replaced return to duty or until recall/re-appointments become available, whichever

occurs first. During a period of temporary recall appointment, instructors will accrue

all benefit entitlements and shall have their period of recall entitlement extended by

an amount equal to the period of the temporary recall appointment; and,

b) Instructors offered appointments of either:

i) less time-status than the time-status of the appointment they formally held

for a period of less than four (4) months; or,

ii) appointments at their former time-status but for periods of less than four (4)

months

will accrue all benefit entitlements and shall have their period of recall entitlement

extended by an amount equal to the period of the temporary recall appointment but

shall not be entitled to notice of layoff from such temporary recall appointments;

and,

c) Instructors who are temporarily recalled, regardless of time-status, for periods

of four (4) months or longer, except as provided in (a) above, and are subsequently

laid-off shall be entitled to a new two-year recall period. The instructor will accrue

all benefit entitlements during their temporary recall appointments.

11.6.3 Names of eligible instructors shall remain on the recall list for a maximum of two (2)

years from the effective date of layoff. A copy of this list will be provided to

instructors whose names appear thereon and to the Association. All job postings

will be mailed to instructors on the recall list.

11.6.4 To remain eligible for recall/re-appointment under this clause, laid-off instructors

must keep Employee Relations informed of their mailing addresses and telephone

numbers, promptly report any changes and accept or reject notices of re-

appointment from the College within fifteen (15) days of receipt of such notices. In

the event an instructor rejects an offer of reappointment, all further rights to recall

under this clause are lost except as provided in Article 11.6.2.

11.6.5 Repayment of Severance Pay

Upon recall/re-appointment of an instructor by the College, the College shall  
reinstatement shall be as at the time of layoff and any severance monies previously received by the instructor shall be repaid in full. An instructor who fails to repay severance monies in full shall forfeit all rights to recall and shall not be re-appointed.

12 GRIEVANCE PROCEDURE

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

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

12.3 Stage I

The aggrieved instructor, alone or with a steward of the Association from that campus, shall first take up the matter with the appropriate Vice President involved, alone or with any other member of the College staff, within thirty (30) working days of the date on which the incident giving rise to the grievance occurred or of the time when the grievor could have reasonably been expected to become aware of the incident, whichever is later. This stage shall not exceed five (5) working days. This stage shall be considered as the official commencement of the grievance procedure.

12.4 Stage II

If Stage I fails, the grievance may be referred by the grieving party to the Chief Steward of the Association or delegate and the Director of Employee Relations or delegate, who shall endeavour to settle it. If such reference is made, the grieving party shall present to them a statement in writing of the alleged violation(s) and remedy(ies) sought. This stage shall not exceed five (5) working days.

12.5 Stage III

12.5.1 Should no settlement be made, the difference may be referred by the grieving party (either the Association or the College) to an Arbitration Board for final and conclusive settlement. The Arbitration Board shall consist of three (3) members. One (1) member is to be appointed by the Association and one (1) member by the College. The third member, who will be the Chair, will be appointed by the other

two. Failing agreement by them within seven (7) working days, either party may apply to the Minister of Labour to make such appointment. The decision of the arbitrators, or any two (2) of them, made in writing, shall be final and binding on both parties.

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

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

## 12.6 Time Limits

12.6.1 The party responsible for advancing the grievance to each succeeding step shall do so by notifying the other party in writing, not later than three (3) working days from the expiration of the previous stage. The succeeding stage shall commence the day following receipt of such notice. If such notice is not given, the grievance shall be deemed to be abandoned and all recourse to the grievance procedure shall be at an end.

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

## 12.7 Suspension or Dismissal

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

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

## 12.8 Layoff, Recall, or Severance

Any difference arising between the parties concerning the application, operation, or any alleged violations of Articles 11.4 (Reduction Sequence), 11.5 (Severance Pay), and 11.6 (Recall) of this Agreement shall be settled in accordance with the

grievance procedure set forth above, commencing at Stage II. If the grievance is not resolved at Stage II, it may be referred by either party to Stephen Kelleher, or a substitute agreed to by the parties, for final and binding determination.

#### 12.9 Library Faculty

Where a grievance is initiated by or on behalf of a member of the library faculty, the appropriate Vice-President shall be involved in the initial stage of the grievance and the grieving party may be accompanied by one (1) additional representative of the Association from the campus concerned.

## 12.10 Policy Grievance

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

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

13.1 An Associate Dean, Department Head, Assistant Department Head, or Coordinator must simultaneously be a full-time regular instructor.

13.2 The appropriate Vice President shall initiate the selection/appointment process by posting positions twelve (12) weeks prior to the date of vacancy. For Associate Deans, the selection/appointment process shall include a selection committee procedure. For Department Heads, Assistant Department Heads, and Coordinators I and II, the selection/appointment process shall include either a selection committee or an election procedure. The posting shall indicate the procedure being used to fill it.

### 13.3 Terms of Appointment

13.3.1 The terms of appointment as Associate Deans, Department Heads, Assistant Department Heads, or Coordinators I and II, shall conform to 3-year cycles that end on December 31 for Department Heads and Coordinators II and on June 30 for Assistant Department Heads, Coordinators I, and Associate Deans.

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

13.3.2.1 The criteria, methods and procedure to be used for the evaluation shall be established through the Joint Steering Committee as per Article 3.10.2.3.

13.3.3 In the case of Associate Deans, upon satisfactory completion of the probationary period and on the recommendation of the appropriate Vice President, the appointee shall be confirmed for an additional two-year period. The Appointee may be appointed to additional three-year terms, without evaluation, provided the selection/appointment process outlined in Article 13.6 is followed.

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

13.3.4.1 After completing six consecutive years as Department Head, Assistant Department Head, Coordinator I or Coordinator II, instructors shall not be eligible to be appointed to the position they have held for a period of at least three (3) years.

13.3.4.2 Any incumbent as of January 2, 1992 shall be eligible to be appointed to only one (1) additional three-year term following the end of their current appointment, provided the selection/appointment process chosen under the terms of Article 13.4 is followed.

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

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

- a) election, or
- b) selection committee

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

13.4.2 The choice made under the terms of the article shall remain in force unless changed

by secret ballot of the instructors concerned at a meeting called under the terms of

13.4. Such a change requires a two-thirds majority of those voting to be effected.

13.4.3 Such meetings shall be initiated and chaired by VCCFA-designated Stewards or

delegates, who shall be responsible for administrating the voting process. When

necessary to cover extended shifts, more than one meeting may be called within

one department or area.

13.4.4 All instructors in an area, department or division who currently hold term or regular

appointments shall be eligible to attend a meeting and vote.

13.4.5 Voting shall be by secret ballot of those at the meeting(s). The method receiving

the higher number of votes shall be used. In case of ties, the vote shall be

repeated.

13.4.6 There shall be a ballot on the method of selection for each position in a department

or area. The designated Steward or delegate shall inform the Association and the

College of the results.

13.4.7 Departments or areas of three or less full-time equivalent instructors shall only use

selection committees.

### 13.5 Election Procedures

The election of instructors to fulfil the responsibilities of Department Head, Assistant

Department Head, or Coordinator I, and Coordinator II shall be conducted as per

the procedural guidelines for election attached to this Agreement (See p. 74).

### 13.6 Selection Committee Procedures

13.6.1 When a position has been posted for Associate Dean and for other positions where

this method has been chosen, a selection committee shall be formed.

All

applications will be referred to it. A full job description of the position for which the

selection is to be made shall be posted and given to the committee members at the

time the committee is struck.

13.6.2 Committee members shall be informed at least ten (10) duty days in advance of the date, time, and place of the interviews.

13.6.3 Applications and supporting documents will be available, in confidence, to committee members at least ten (10) days prior to the interviews and will be given to committee members at least one (1) day prior to interviews.

13.6.4 The committee shall meet prior to the interviews allowing sufficient time to ensure an understanding of the applicable provisions of the Collective Agreement and to determine the application of the procedural guidelines.

13.6.5 The work of selection committees shall be conducted as per the procedural guidelines for selection committees attached to this Collective Agreement (see page 76).

13.6.6 The selection committee shall be composed of:

13.6.7 For Associate Dean:

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

13.6.8 For Department Head and Coordinator II:

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

13.6.9 In the selection of a Library Department Head, the selection committee shall include the College Librarian and one (1) additional member named by the Association.

13.6.10 For Assistant Department Head and Coordinator I:

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

13.7 The Appointment Process

13.7.1 In the case of Associate Deans, the selection committee will make its  
selection known to the College President who will make the appointment and  
advise the College Board. The committee selection shall be in writing and  
signed by all committee members who shall each receive a copy thereof. If the  
College President is not willing to appoint the person selected, the  
College President shall meet with the selection committee and an attempt shall be made to  
come to accord. Should agreement not be reached, the matter shall be referred to  
the College Board and the appointment, if any, shall be made by the College Board.

13.7.2 In the case of Department Heads, Assistant Department Heads, or  
Coordinators I and II, the selection committee Chair or the chair of the election  
process will inform the appropriate Vice President of the selected instructor. The  
appropriate Vice President will appoint this instructor to the position.

13.7.2.1 The selection shall be in writing and signed by all selection  
committee members or by the Chair of the election process. All signatories shall  
receive a copy.

13.7.2.2 If the appropriate Vice President is not willing to make the  
appointment, the appropriate Vice President shall meet with the selection committee  
or with the instructors eligible to vote in the election process. An attempt  
shall be made to come to accord.

13.7.2.3 Should accord not be reached the position shall immediately be re-posted as per Article 13.2.

### 13.8 Orientation Leave

13.8.1 Instructors when first appointed to positions under the terms of this Article shall receive a minimum of two (2) full duty days of paid orientation leave to be taken prior to the commencement of their appointments. Additional leave may be approved upon application.

13.8.2 The College and the Association shall co-ordinate the orientation and make every effort to ensure that instructors are oriented to the full range of the required duties and responsibilities of their new positions.

### 13.9 Instructional Load

13.9.1 An Associate Dean normally shall instruct one-quarter of full-time.

13.9.2 A Department Head normally shall instruct one-half of full-time.

13.9.3 An Assistant Department Head, or Coordinator I or II, shall not normally instruct full-time.

13.9.4 The determination of actual instructional time for each instructor with responsibility appointments outlined in Article 13, will be made by the appropriate Vice President or delegate in consultation with the individual involved in order to meet the needs of the campus and division or department in question.

\* 13.9.5 The criteria for release time is the subject of recommendations to be made by the Joint Steering Committee as per Article 3.10.2.7.

### 13.10 Acting Capacity

13.10.1 When it becomes necessary for the appropriate Vice President or delegate to replace instructors appointed as Associate Deans, Department Heads, Assistant Department Heads, Coordinators I and Coordinators II for periods of up to three (3) months, a replacement instructor shall be chosen by secret ballot by those in the area, department or division holding current term or regular appointments.

13.10.1.1 A VCCFA-designated Steward or alternate shall chair a meeting for the purposes of voting and shall inform the Association and the College of the result.

13.10.2 Article 13.10.1 does not apply to replacement during the vacation, any leave of less than one month, or professional development periods of the incumbent.

13.10.3 With the mutual agreement of the Association and the College, a replacement instructor who has been elected under the terms of Article 13.10.1 may continue in the position for periods of longer than three (3) months but only if the position has been posted.

13.10.4 As soon as it is known that the incumbent will have to be replaced for a period of longer than three (3) months the position shall be posted as per Article 13.2.

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

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

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

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

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

13.11 New Positions with Responsibility Allowances

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

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

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

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

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

#### 13.12 Service as Instructors

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

### 14 TECHNOLOGICAL CHANGE

#### 14.1 Definition

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

#### 14.2 Notice

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

#### 14.3 Consultation

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

#### 14.4 Resulting Agreements

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

#### 14.5 Notice to Instructors Affected

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

#### 14.6 Dispute Resolution

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

14.6.2 The Arbitration Board shall decide whether or not the College has introduced or

intends to introduce, a technological change and, upon deciding that the College

has introduced, or intends to introduce, a technological change, the Arbitration

Board shall inform the Minister of Labour of its finding; and may then, or later, make

any one or more of the following orders:

That the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;

That the College will not proceed with the technological change, for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;

That the College re-instate any instructors displaced by reason of the technological change;

That the College pay to any re-instated instructor such compensation in respect of his/her displacement as the Arbitration Board considers reasonable;

That the matter be referred to the Labour Relations Board (under Section 77 of the Labour Relations Code of British Columbia).

#### 14.7 Training

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

#### 15 PERFORMANCE APPRAISAL OF PERMANENT REGULAR INSTRUCTORS

15.1 At the request of the appropriate Vice President or upon their own request, the performance of Permanent Regular instructors may be appraised. The performance appraisal is intended to identify the strengths and development needs of instructors, improve the professional competence of instructors and maintain a high degree of instructional excellence within the College.

15.2 Performance appraisals of Permanent Regular instructors shall be carried out according to the attached Guidelines for the Performance Appraisal of Regular Instructors (see p. 84).

15.3 Performance appraisals of instructors in their roles as Associate Deans, Department Heads, Assistant Department Heads, or Coordinators I and II shall be carried out according to the guidelines established by the Joint Steering Committee as per Article 3.10.2.3.

15.4 In the case of the above instructors (Articles 15.2 and 15.3), their performance appraisal reports and development plan shall be included in the Performance Appraisal File of the instructor concerned. The sole purpose of these documents is to provide for appraisal and development. Neither party to this Agreement shall use or rely upon these documents as evidence in any proceedings contemplated by this Agreement.

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

## 16 EVALUATION OF PROBATIONARY REGULAR AND TERM INSTRUCTORS

16.1 The performance of probationary regular and term instructors shall be evaluated in order to determine their suitability for continued/subsequent employment under the terms of this Agreement.

16.2 Evaluations of probationary regular and term instructors shall be carried out according to the attached Guidelines for the Evaluation of Term and Probationary Regular Instructors (see p. 91).

16.3 Evaluation of instructors during the probationary period of appointments as Associate Deans, Department Heads, Assistant Department Heads, or Coordinators I and II shall be carried out according to the guidelines established by the Joint Steering Committee as per Article 3.10.2.3.

16.4 The evaluation reports, in writing, and duly signed by the instructor and the evaluator, shall be included in the official personnel file of the instructor concerned

and shall be considered by the College President, appropriate Vice President or delegate in determining whether or not subsequent offers of appointment will be made.

#### 17 PERFORMANCE REVIEW COMMITTEE

17.1 Where there are concerns regarding the performance of a regular instructor, the matter may be referred by either the appropriate Vice President or the instructor concerned to a Performance Review Committee.

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

17.3 The Performance Review Committee shall consist of the nominee of the appropriate Vice President, as chair, an instructor from the same or related area chosen by the instructor being reviewed, an instructor from outside the department or area named by the Association and an instructor at large named by the members of the department or area by secret ballot. The Performance Review Committee shall not include a person who intends to make a submission to the committee.

17.4 To ensure impartiality, consistency, and confidentiality, all submissions, classroom observations, reports, and minutes of committee meeting, etc. shall be placed in an Evaluation File. The Evaluation File shall not contain any written submission or report predating the formation of the Performance Review Committee. Only the instructor concerned and members of the Performance Review Committee shall have access to the Evaluation File during the proceedings of the Performance

Review Committee. The instructor shall be given the opportunity to respond to any submissions contained in the Evaluation File and any such responses shall be included therein.

17.5 The committee shall solicit and receive written and signed submissions from the instructor concerned and from others who have observed the instructor's performance. Where instructional competence is the concern, each member of the committee shall make at least one (1) independent observation of the performance of the instructor concerned. Two (2) of the independent observations shall be unannounced and the remainder with three (3) duty days notice.

17.6 All discussions and information pertaining to the proceedings of the Performance Review Committee shall be held in the strictest confidence.

17.7 The Performance Review Committee shall submit a report of its findings, without recommendation, to the appropriate Vice President within two (2) months of being officially constituted. This time period may be extended with the mutual agreement of the appropriate Vice President and the instructor concerned.

17.8 The report of the Performance Review Committee shall be based upon only the materials in the Evaluation File and upon the following criteria:

Instructional Competence

Contribution to Students

Professional Competence

Participation in the Department, Campus, and the College.

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

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

17.11 The report(s) of the Performance Review Committee shall be included in the

Evaluation File of the instructor concerned. The contents of the File shall be included in the official personnel file of the instructor and shall be considered by the College President in determining an appropriate course of action.

## 18 DISCIPLINE, SUSPENSION, AND DISMISSAL

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

### 18.2 Unsatisfactory Instructional Performance

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

18.2.2 Suspension or dismissal shall only occur after the appropriate Vice President has obtained a report from a Performance Review Committee pursuant to Article 17 of this Agreement.

### 18.3 Suspension

18.3.1 In accordance with Section 26(1) of the College and Institutes Act, the President may suspend an instructor for just cause.

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

### 18.4 Dismissal

18.4.1 The College may dismiss an instructor for just cause.

18.4.2 At the time of a dismissal, the President shall inform both the instructor concerned and the VCCFA in writing, giving the reasons for the dismissal.

### 18.5 Appeal of Suspension and Dismissal

18.5.1 The instructor, in accordance with Section 26(4) of the College and Institutes Act, may appeal the suspension or dismissal to the College Board.

18.5.2 The College may pay salary to an instructor and continue benefit coverage during

a period of suspension. Upon being suspended without pay, the instructor may immediately exercise the option of continuing medical and insurance benefits by payment of the necessary premiums, both employee and employer shares.

18.5.3 An instructor who alleges wrongful suspension or dismissal shall be entitled to have such grievance settled in accordance with Article 12.7 (Grievance: Suspension or Dismissal).

19.1 There shall be one official personnel file maintained in the office of the Director of

Employee Relations for every term and regular instructor under the scope of this

Agreement. Personnel files shall also be maintained for those auxiliary instructors

for whom there is documentation pertaining to any matter that is grievable under

Article 12.

19.2 Personnel files will be kept confidential and access will be limited to the College

President, the Director of Employee Relations, appropriate Vice Presidents, or their

respective designates who are not members of the VCCFA acting on their behalf.

The College shall not release information contained in an instructor's personnel file

to unauthorized individuals without the written consent of the instructor concerned.

19.3 During the normal working hours and in the presence of the Director of Employee

Relations or delegate, every instructor has the right of access to their personnel file

alone or accompanied by the President of the Association. Upon request, the

instructor is entitled to a copy of any material in the file.

19.4 The instructor shall be provided, at the time of filing, with a copy of each document

that is to be placed in the instructor's personnel file. Each document shall be filed

within a reasonable period of time after the occurrence of the incident giving rise to

the document.

19.4.1 Each such document directed to the official personnel file which constitutes

disciplinary action or might be the basis of disciplinary action shall be signed by the

instructor as evidence that a copy has been received. The instructor's signature

does not indicate agreement with the contents of the document.

19.4.2 Refusal on the part of the instructor to sign such documents shall not preclude their

placement in the personnel file. In the event of such refusal, the College shall

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

19.4.3 The appropriate Vice President or delegate shall inform the instructor that such

material is to be placed in the personnel file and the instructor is entitled to respond, in writing, to documents placed in the personnel file at the time of filing.

19.4.4 The instructor's written response shall be made within a reasonable period after the document has been filed and shall also be placed in the instructor's file.

19.5 An instructor who disputes any entry on their personnel file shall be entitled to recourse through the grievance procedure and the eventual resolution shall become part of their personnel file. Any such disputed document shall, upon the written request of the instructor, be removed from their file after the expiration of twenty-four (24) months from the date it was issued provided there has not been a further infraction of a similar nature.

20 TRANSFERS AND SECONDMENTS

20.1 Temporary Transfer/Secondments

20.1.1 Instructors who have received an offer of temporary transfer/secondment outside of the bargaining unit shall be, for the period of transfer/secondment, as a minimum, under the terms and conditions of the Collective Agreement except as specified herein.

20.1.2 The hours of work may vary from those specified in the Collective Agreement.

20.1.3 Instructors on transfer/secondment shall, upon their return, be entitled to return to the same position within the bargaining unit that they would have held had the transfer/secondment not occurred.

20.1.4 In the event of necessary instructor reduction, pursuant to Article 11 (Reduction, Severance Pay and Recall), the transferred/seconded instructor shall be covered by the provisions of Article 11.

20.1.5 Any agreement approved by the College Board prior to the signing of a renewed Collective Agreement shall not be subject to Article 20.

20.2 Assignment to Bargaining Unit

20.2.1 Instructors who have been assigned from the Langara Faculty Association to the bargaining unit covered by this Agreement for a specified period of time shall be subject to the terms of their Collective Agreement other than hours of work, which will be determined by the provisions of this Agreement.

20.2.2 No regular instructor who is member of the Association shall suffer loss of employment as a result of this clause.

20.3 Return from Administrative Position

Regular instructors who have filled administrative positions in Vancouver Community College outside the scope of this Agreement shall, at their discretion or the discretion of the College, upon completion of a maximum of two (2) years in the administrative position, have the option of returning to their former instructional assignment if that assignment is still available, or to another instructional

assignment. Such return shall be subject to four (4) months notice by either party.

Upon their return to such instructional assignments, duty time worked in the administrative position(s) shall be considered as if they had been regular instructors.

## 21 RETIREMENT

21.1 Instructors shall retire in accordance with the provisions of the College Pension Act.

It is understood and agreed that retirement shall occur no later than the end of the

fiscal year in which instructors attain their sixty-fifth (65th) birthday. (The fiscal year

is defined in the College Pension Act as September 1 to August 31.) In the event

of election of early retirement, instructors' dates of retirement shall coincide with the

end of the College year, the College term, or the working assignment. Arrangements for either early retirement or retirement at the end of the fiscal year

in which instructors attain the age of sixty-five (65) must be concluded by the

instructors with the appropriate Vice President at least six (6) months in advance

of the applicable retirement date.

21.2 Instructors may be employed beyond retirement age in accordance with the policy

of the College Board.

## 22 EARLY RETIREMENT INCENTIVE

The College may offer to an instructor or an instructor may request a choice of one

of the early retirement incentive alternatives described herein, provided the

instructor meets the following criteria. The Association shall be advised in writing

of any offer of early retirement made to an instructor.

### 22.1 Eligibility

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

a) is a permanent regular instructor at the time of early retirement;

b) is age 55 or over;

c) has a minimum of ten (10) years contributory service under the College Pension

Act or as a permanent regular instructor with the College;

d) is on the maximum step of the salary scale; and

e) resigns for the purpose of retirement.

## 22.2 Selection Criteria

In considering applications for early retirement incentive from eligible faculty, should

the College determine it will be unable to offer an incentive to all who have applied,

it will use the following criteria in ascertaining the faculty members to whom such

offers should be given:

i) instructors with less time remaining prior to retirement shall be given

preference; and

ii) in the event that two or more instructors have the same amount of time

remaining prior to retirement, then instructors with greater seniority shall be

given preference.

### 22.3 Application and Agreement

a) Application to the plan is voluntary. An instructor who wishes to be considered for an early retirement incentive shall do so in keeping with the procedures and dates described in the College's annual "letter of interest" sent to eligible employees. Such application would then be considered a standing application for the following twelve-month period. Applications must be submitted annually in response to the College's "letter of interest." The Association shall be advised in writing of all applications made by instructors.

b) An instructor has the right to accept or decline an early retirement incentive offer made by the College within thirty (30) days of the offer being proposed unless that period is extended by mutual agreement.

c) In the event of acceptance of an offer of early retirement incentive, an instructor's date of retirement shall be effective on a date mutually agreed upon between the instructor and the appropriate Vice President, in keeping with legislation and the maintenance of full years to retirement upon which the incentive was calculated. All earned vacation entitlements (other than the "banked" eleven day credit preserved by some instructors) shall be utilized prior to the date of retirement.

d) The individual early retirement incentive agreement shall be in writing and shall specify the early retirement date, the agreed-upon incentive option, payment dates and specific dollar amount of the incentive. The Association shall be copied on all agreements.

### 22.4 Early Retirement Incentive and Reduction Sequence

a) Where it is deemed possible to offset the impact of the Reduction Sequence (Article 11) through the offering of early retirement incentive to an instructor (who qualifies as per Article 22.1), an incentive shall be offered if the cost of such incentive is the same as or no more than the cost that would be incurred through layoff or transfer of another regular instructor.

b) Such offers may be made at any time during the year and need not be part of the exercise described in Article 22.3.

c) Notwithstanding the possibility of effecting an early retirement, advance notification of layoff or transfer pursuant to Article 11 (Instructor Reduction, Severance Pay, and Recall) may be given to the affected regular instructor while the instructor to whom early retirement has been offered is considering that offer.

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

##### a) Lump Sum Payments

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

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

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

##### b) Monthly Payments

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

Payments in the Plan or Trust Fund shall be made monthly and shall be in the

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

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

#### 22.6 Protection of Medical Benefit Coverage

a) Early retiring employees in receipt of a College Pension may obtain basic medical and extended health benefit coverage through the Superannuation Commission when filing a claim for pension. Appropriate deductions will be made from monthly pension on a premium shared basis.

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

b) Early retiring employees not immediately commencing receipt of a College pension may elect to continue their basic medical, extended health\* and dental\*\* benefit coverage through the College during the period preceding receipt of pension, but in any event, not longer than five years following retirement, provided that:

i) written notification of the intent to continue these benefits is provided to the Employee Relations Department six weeks prior to date of early retirement;

ii) the individual maintains B.C. residency; and

iii) the participant prepays all premium costs.

\* Coverage will be under a separate group for retirees at a reduced level.

\*\* This plan is subject to higher premium cost.

## 22.7 Financial Counselling

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

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

## 23 HUMAN RIGHTS

The College and the Association agree that the provisions of Section 8 of the Human Rights Act, S.B.C. Chapter 22, 1984, apply as though in, and forming part of, this Agreement. Further, the parties agree that there shall be no discrimination without reasonable cause. Without limiting the generality of the foregoing, the

following factors shall not constitute reasonable cause: personal lifestyle, sexual orientation, psychological problems unrelated to job performance, number of dependents, participation in the Association, participation in community or political affairs, creed, and parental status.

## 24 SEXUAL AND PERSONAL HARASSMENT

24.1 The College shall provide all instructors a work environment free from sexual and personal harassment. Instructors have the right to be free from sexual and personal harassment.

24.2 Notwithstanding the definition(s) of harassment that may from time to time appear in the College Harassment Policy, for the purposes of this article, sexual harassment is defined as follows:

Unwanted sexual attention made by a person who knows or ought reasonably to know that such attention is unwanted; or

Unwanted physical contact such as touching, patting, pinching, or punching; or

Implied or expressed promise of reward for complying with a sexually oriented request; or

Implied or expressed threat of reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request; or

The display of pornographic material; or

Remarks or behaviour which may reasonably be perceived to create a negative psychological and emotional environment for work and study.

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

Physical threat, intimidation, or assault or unwelcome physical contact such as touching, patting, pinching, and punching; or

Unwelcome behaviour or comment that is directed at, or offensive to any

instructor that demeans, belittles, causes personal humiliation, or embarrassment to that instructor or any instructors; or

denial of Implied or expressed promise of reward or threat of reprisal, or the  
to an opportunity for refusal to comply with a request which is unrelated  
instructor's assigned duties; or

held, to The improper use of power and authority inherent in the position  
of the endanger an instructor's position, threaten the economic livelihood  
such an instructor, or in any way interfere with or influence the career of  
instructor.

24.4 Instructors may process complaints about harassment through the  
grievance procedure, subject to the following conditions:

24.4.1 Where a person who is the subject of the complaint is the College  
representative at any step of the grievance procedure, then the Association may  
present the grievance to another appropriate representative designed by the  
College.

24.4.2 College or Association representatives, in the course of investigating a complaint of harassment, shall have regard for the privacy and confidentiality of the grievor and all employees involved in the complaint.

24.4.3 An arbitrator, in the determination of a complaint of harassment, shall have the authority to take reasonable steps to protect the interests of all parties in privacy and confidentiality in the determination of procedural and evidentiary matters, subject to the requirement of fairness to all parties.

24.4.4 Where the complainant and the person who is the subject of the complaint are both members of the bargaining unit, then the arbitrator seized of any grievance of harassment, shall also have jurisdiction in respect of any grievance arising from related discipline of the member who is the subject of the complaint.

24.4.5 It is agreed and understood that the Harassment Issues Adviser shall not be called in his/her professional capacity to be a witness at any arbitration hearing convened under this Article.

24.5 Instructors against whom a grievance or complaint has been filed pursuant to this Article shall have the right to know what allegations have been made against them, and shall have the right to Association representation at all meetings, interviews, and hearings where the instructor's presence is requested.

24.5.1 Pursuant to this Article, complainants have the right to Association representation at all meetings, interviews, and hearings where the complainant's presence is requested.

24.6 Instructors who choose to file complaints in accordance with the College's Harassment Policy, and do not achieve satisfactory resolution, may file a grievance concerning only the complaints about harassment (as per Article 24.4) and/or the resolution through the College's Harassment Policy at Step II of the grievance procedure.

\* 24.7 All formal grievances under this article shall be initiated within six (6) months of the event. In the case of a series of events, a grievance should be filed no later than

six (6) months after the last event in the series on which the complaint is based.

The limitation period may be extended if the delay was incurred in good faith or if

the delay does not result in substantial prejudice to any of the involved individuals.

## 25 PERSONAL HEALTH AND SAFETY

25.1 No instructor shall be disciplined or suffer a loss in pay for refusing to perform an

assigned duty where the refusal is based on a reasonable apprehension of danger

for the instructor's personal health and safety.

25.1.1 Where the instructor has refused to perform an assigned duty because of a

reasonable concern for their health and safety, the concern or situation shall be

investigated and resolved by:

a) the instructor and the instructor's direct supervisor, or if the matter cannot be

resolved to the satisfaction of the instructor,

b) the instructor's representative on the campus Occupational Health and Safety

Committee and the Coordinator of Occupational Health and Safety, or

c) The Coordinator of Occupational Health and Safety and such regulatory inspectors as is deemed necessary.

## 25.2 Industrial First Aid Certificate

25.2.1 Where the College requires instructors to obtain, renew or upgrade Industrial First

Aid Certificates, any fees, tuition or costs of course material shall be borne by the

College and the instructors shall be granted paid leave to take such training.

25.2.2 Where the College requires instructors to be designated Industrial First Aid

Attendants, the instructor shall be paid a stipend in recognition of being a

designated Attendant.

## 25.3 Occupational Health and Safety Committee

25.3.1 The College undertakes to establish and maintain an Occupational Health and

Safety Committee at each campus in keeping with the Industrial Health and Safety

Regulations of the Worker's Compensation Board and to ensure that such

Committee carries out all duties and responsibilities in accordance with said Regulations.

25.3.2 There shall be no less than two representatives of the Association at each campus on said Committee.

25.3.3 Any instructor who serves as an Association representative on the Occupational Health and Safety Committee shall be granted paid leave for attending such meetings or matters arising from such meeting.

25.3.4 The College shall arrange appropriate training for members of the Occupational Health and Safety Committees. Where possible, such training shall be provided during normal working hours, with no loss of pay.

## 26 INSTRUCTORS' OFFICE SPACE AND FURNISHINGS

The College acknowledges that there is a need for additional office space for instructors and will make a reasonable effort to provide such space in any future expansion of K.E.C. and City Centre facilities or their annexes.

27 LIABILITY INSURANCE

The College shall maintain sufficient liability insurance to indemnify instructors against legal costs and judgements arising out of actions brought against them while acting in the course of their employment with the College.

28 RIGHTS OF EMPLOYER

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

IN WITNESS WHEREOF the Board of Vancouver Community College has caused the name and seal of Vancouver Community College to be affixed hereto in the presence of the

Chairman of the Vancouver Community College Board and the Vice President Finance and

Administration and the Association has caused these presents to be executed under the hands

of its proper officers duly authorized in that behalf the day and year first written below.

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

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

President - Dalton Kremer

Board Chair - Robert Smith

Secretary - Nina Kozakiewicz

Vice-President, Mary Hoekstra Finance and Administration

Negotiator - Frank Cosco

Negotiator - Lorna Downie

Negotiator - Curt Gislason

Negotiator - Cheryl Draper

Negotiator - Robert Malone

Signed this day of , 1994, in the City of Vancouver, in the Province of

British Columbia

Salary Schedule for Regular, Term, and Auxiliary Instructors, Pursuant to Article 5

Step	Annual	Monthly	Per Diem	Hourly
1	39,180	3,265	193.96	38.79
2	41,076	3,423	203.35	40.67
3	43,248	3,604	214.10	42.82
4	45,432	3,786	224.91	44.98
5	47,568	3,964	235.49	47.10
6	49,776	4,148	246.42	

49.28

7

52,044  
4,337  
257.64  
51.53

8

54,576  
4,548  
270.18  
54.04

9

57,228  
4,769  
283.31  
56.66

10

60,000  
5,000  
297.03  
59.41

APPENDIX "A"

SCHEDULE OF BENEFIT PARTICIPATION

Instructor  
s  
General  
(Stat.)  
Holidays

Annual  
Vacation

Sick  
Leav  
e  
M.S.P  
and  
M.S.A

.  
Shor  
t  
Term  
Dis.  
(STD  
)  
Long  
Term  
Dis.  
(LTD  
)

Grou  
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Life

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Life

Denta  
l

Auxiliary

1

X

X

X

X

X

X

X

Term -  
Less than  
half-time

1

1

X

X

X

X

X

X

X

Term -  
half time  
or more  
and one  
month or  
more in  
length

1

1

2

4

4

4

5

4

Term -  
half time  
or more  
and one  
year in  
length

2

4

4

4

5

4

Regular -  
Probation  
ary or  
Permanen  
t

2

3

3

3

5

3

Legend:            Eligible                            X Not Eligible

1 Included in Rate of Pay

2 Beginning of first complete calendar month of employment

3 Mandatory following completion of one month of service in a Regular position

4 Mandatory upon completion of ten months of service in a consecutive 12 month period at  
    half time or more

5 Optional benefit, available only if covered under Group Life Benefits

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

College Pension Plan - Participation is on a voluntary basis in keeping with statutory requirements.

Seniority  
Accrual

Increment  
Accrual

Health,  
Dental & Life  
Insurance

Vacation  
Accrual  
Sick  
Leave  
Accrual

STD/

LTD3

Paid Leaves2

Maternity Leave

up to 30  
weeks

up to  
30 weeks

up to

30  
weeks

Adoption Leave

up to 18  
weeks

up to  
18 weeks

up to

18  
weeks

Renewal Leave  
for Excellence/  
Retirement  
Preparation  
Leave

X

X

X

Association  
Business  
e.g. President  
Release

X

4

Other Unpaid

Leaves  
e.g. political,  
personal

X  
unless  
leave is  
10 days  
or less

4  
X  
unless  
leave is  
15 days  
or less

X  
unless  
leave is  
15 days  
or less

up to

2  
months  
only

Short-Term  
Disability

for first  
60 days

5

X

X

Long-Term  
Disability

X

5

X

X

Part-Time  
Leaves

6

7

6

6

LEGEND:    indicates entitlement to benefit                    X indicates NO entitlement

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

Instructors on leave may make pension contributions subject to the provisions of the College Pension Plan. Check with the VCCFA Office or Employee Relations.

2 Example: educational, sick leave, funeral, bereavement, jury duty, parental, leave for family illness.

3 In order to be eligible for STD, and instructor must be making premium contributions at the time of disability.

Disability payments for both STD and LTD are based on the instructor's salary at the time of disability.

4 For such unpaid leaves which are longer than 15 days, the instructors must make full contributions in order to

maintain health, dental, and life insurance benefits. For unpaid leaves 15 days or shorter, employer continues to pay premiums for eligible instructors.

5 Instructors must pay full premiums in order to maintain benefit.

6 Benefit is prorated.

7 If instructor continues to work half-time or more during leave, employer pays premiums. If instructor is working

less than half-time during leave, instructor must pay full premiums in order to maintain benefit.

Explanation of Agreed-To Seniority Calculation System  
 (To be on covering page of seniority lists)

The VCCFA and VCC have agreed that, effective April 1, 1992 and pursuant to Article 10.1

(Definition and Calculation of Seniority), that seniority will be calculated as follows:

1 For regular instructors

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

2 For term instructors

All term instructors can accumulate up to 261 days of service per fiscal year. For each

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

$FTE \text{ total} \times (261/202) = \text{DAYS OF SERVICE}$

Example 1. John works 180 days at half-time. His FTE total is 90. Multiplied by the ratio above and rounded off, he is credited with 116 days of service.

Example 2. Joan works 200 days at full-time. Her FTE total is 200. Multiplied by the ratio above, and rounded off, she is credited with 258 days of service.

Example 3. Jack works 8 sessions of 1 hour each and 4 sessions of 3 hours each. His total number of hours, 20, is divided by 5 hours per duty day to equal 4 FTE days. Multiplied by the ratio and rounded off, he is credited with 5 days of service.

3 For auxiliary work

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

Example 1. Joan has a 180 day half-time term contract. She is called for part-time subbing (at the minimum call out of 3 hours) 20 times during her appointment. Her FTE total is 102

days. Multiplied by the ratio above and rounded, she is credited with 132 days of service.

Example 2. John completes a 100 day full-time term contract. Later he is called in to sub for someone for 10 full days. His FTE total is 110 days. Multiplied by the ratio above and rounded, he is credited with 142 days of service.

May, 1993

Appendix "D"  
Professional Development  
Pay Calculation

For Instructor "X"

Month	% Workload	Salary Entitlement for PD Days
April	100%	100%
May	50%	50%
June	60%	60%
July	75%	75%
August	40%	0%
September	60%	60%
October	0%	0%
November	100%	100%
December	100%	100%

January	100%
	100%
February	75%
	75%
March	0%
	0%
TOTAL	83.75% <sup>1</sup>

NOTES

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

Procedural Guidelines for the Election of Instructors to Department Head,  
Assistant Department Head and Coordinator I and Coordinator II Positions  
(pursuant to Article 13.5)

- 1 I.R.A. Posting - Draft sent to Faculty Association for Approval.
  - 2 I.R.A. Posting in normal areas.
  - 3 Application to be received by Employee Relations.
  - 4 VCC Faculty Association notifies appropriate Vice Presidents office who  
the Chair of  
Election Process is. VCC Faculty Association Steward or delegate acts  
as Chair of  
Election/Selection. Calls meeting(s) of department members (Article  
13.4.4).
    - (a) This meeting will be held at least six weeks before the position is  
to be filled.
    - (b) Notice of Meeting will be posted ten working days in advance.
- N.B.
- 1) By a majority vote of department members (Article 13.4.4) at a  
meeting, these time lines  
may be waived.
  - 2) The Divisional Chair's secretary provides the clerical support to the  
Chair of the Election  
Process.
- 5 Competition Closes:
  - a) The appropriate Divisional Chair or delegate and VCC Faculty  
Association Shop Steward  
or delegate review the applications to ensure the minimal  
qualifications as outlined in the  
posting have been met by the candidates.
  - b) The Chair then advises all members in writing of the Department of  
the candidates  
names in alphabetical order.
  - c) Copies of candidates' resumes are available in the Chair's office for  
reading in the office  
prior to the meeting to elect the IRA.
- 6 Department Election Meeting
  - a) At the meeting, copies of all candidates resumes will be available  
for reading one-half  
hour prior to the election process, then Chair collects resumes and  
destroys.
  - b) All candidates will be notified of the meeting time and offered the  
opportunity to speak  
if they choose to attend (maximum five minutes to speak). Chair  
prior to meeting checks

with candidates. After all candidates speak then a question and answer period, all candidates in attendance.

c) Rotation of initial response to each question among candidates.

d) Chair calls for further questions three times.

e) Candidates offered concluding summary statements (two minutes).

f) There is no discussion of candidates qualifications between candidates speeches.

g) If question initially addressed to one candidate other candidates may also respond.

## 7 Voting Process

Prior to voting by secret ballot - candidate(s) who are not currently in the Department will

leave. In Departments with more than fifteen members, Chair may request scrutineer of

ballots. All candidates' names are provided in alphabetical order and voting is by secret

ballot. There is no discussion of candidates presentations or qualifications between ballots.

(No proxy vote)

a) At the completion of each ballot, the candidate with more than 50% of the valid votes

cast is elected. The Chair does not release the name of successful candidate to

Department. Advises the Department members the process has been completed.

b) If no candidate receives more than 50% of the valid votes cast then the candidate with

the least votes is eliminated.

c) If a tie occurs of those with the least votes then the tied candidates are eliminated from

the next ballot.

d) If a tie occurs on the final ballot, then the ballot is immediately repeated.

8 VCC Faculty Association Election Chair advises, in writing, the appropriate Vice President

of the elected I.R.A.

N.B. Any members of the Department who are on holidays or P.D. are eligible to attend the

meeting and vote if they accrued holidays and P.D. while they were a member of the

Department.

Revised

1992 January 31

Procedural Guidelines for Selection Committees  
(pursuant to Article 13.6.5)

1 The Purpose and Function of the Selection Committee Guidelines

1.1 These guidelines are pursuant to Article 13.6.5 of the Collective Agreement. The purpose of these guidelines is to establish procedures for Selection Committees that ensure the fair and equitable treatment of all candidates; and to ensure that the best possible candidate is selected for the position.

2 The Purpose and Function of the Selection Committee (SC)

2.1 Pursuant to Article 13.6 of the Collective Agreement, a selection committee shall be struck to fill a position of Coordinator I or II, Assistant Department Head, or Department Head when this method of selection has been chosen; and to fill Associate Dean positions. The committee shall consider the qualifications of the applicants, and interview and select one to fill the position. The function of the SC is to select the best possible applicant of those meeting the qualifications as stated in the posting and the job description.

3 Overview of the Selection Committee's Work

3.1 Faculty members for the SC are chosen in accordance with Articles 13.6.6 through 13.6.10 of the Collective Agreement and Section 5 below. The committee's work consists of three phases: 1) the pre-interview meeting; 2) the interview meeting; and 3) the decision process.

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

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

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

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

4 The Posting of Coordinator, Assistant Department Head, Department Head, and Associate Dean Positions

4.1 The guidelines in this section of this document supplement Article 13.2 of the Collective Agreement as regards postings.

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

4.1.2 A waiver in full, or in part, of the 12 week posting period is not possible without the agreement of the College and the Association.

4.1.3 Copies of all postings with the attached job descriptions shall be maintained on file in the office of the Director of Employee Relations for future reference.

4.1.4 Details of the posting must be available in a public area within the department/division/area concerned throughout the SC process.

4.1.5 Extension of the application deadline shall be at the discretion of the College President for Associate Dean postings, or the appropriate Vice President for all other postings. Where the deadline for application has been extended, all applicants shall be notified in writing of the circumstances.

4.1.6 Applicants should respond to a posting with a complete vitae. The College shall not be asked to take information from applicants' personnel files.

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

5 Selection of Selection Committee Members

5.1 The Association Delegate

5.1.1 Depending on the position under consideration either the College President or the appropriate Vice President shall request in writing from the Association President that an Association delegate to the SC be appointed. This delegate shall assume the responsibility for conducting a division/department/area meeting for the selection of an instructor(s) to sit on the SC, as per Articles 13.6.6 through 13.6.10 of the Collective Agreement.

5.1.2 Confirmation of the Association delegate must be forwarded by the Association President to the College President or appropriate Vice President in a timely manner. The confirmation letter shall be copied to all constituent groups.

5.1.3 It is the responsibility of the Association President to ensure that the Association delegate understands the meeting rules of order and any other items related to the delegate's duties as outlined in these guidelines.

## 5.2 The Division/Department/Area Meeting

5.2.1 A meeting shall be convened by the Association delegate after the closing date for applications. The purpose of the meeting is to provide a forum for discussion, and to select members from the division/department/area for service on the SC in accordance with the Collective Agreement. As well, alternates for each delegate must be selected. To ensure maximum attendance, the Association delegate shall give five (5) working days notice of meeting in writing to each constituent by delivering this notice through the campus mail.

5.2.2 The Association delegate shall chair the meeting. Instructors in an area, department, or division who currently hold term or regular appointments shall be eligible to attend and vote.

5.2.3 Applicants may attend and vote.

5.2.4 Voting is by secret ballot. The person(s) with the greatest number of votes is the SC delegate(s); the person(s) with the next greatest number of votes is the alternate(s). The Association delegate must reinforce the principle of confidentiality, and state very clearly that all SC members must adhere to this principle. The Association delegate shall inform the SC chair in writing of the name(s) of the delegate(s) and alternate(s).

5.2.5 If a selected delegate to the SC cannot attend the pre-interview meeting, or the interview meeting, then the alternate must carry through to the conclusion of the SC proceedings. Adequate notice of the SC meeting schedules shall be provided the alternate delegates by the SC Chair.

## 6 Pre-Interview Meeting Guidelines

6.1 The applicable articles of the Collective Agreement that deal with SC meetings are 13.6.1 through 13.6.4. The guidelines in Section 6 below supplement these articles.

### 6.2 Before the Pre-Interview Meeting

6.2.1 For positions of Coordinators, Assistant Department Heads, and Department Heads-- Associate Deans are Selection Committee Chairs. For positions of Associate Deans, the nominee of the College President are SC Chairs. It is the responsibility of the SC Chair to set up the pre-interview meeting by alerting all members of the SC of the time and place, and also to follow up with a confirming memo.

#### 6.2.1.1 Unavailability of an Associate Dean from the Division Concerned.

In such instances, the administrator charged with making the appointment, or delegate, shall designate another division chair from individuals presently holding that position. The designates' name shall be forwarded to the Association for approval.

### 6.3 Activities at the Pre-Interview Meeting

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

Review of the position posting including the duties, responsibilities, and qualifications;

Determine criteria and process for the short-listing of candidates;

Review of all applications, both internal and external, in order to determine which applicants meet the criteria;

Prepare a short-list(s) of the candidates that meet the prescribed criteria;

Determine the questions to be asked of the applicants that shall be interviewed;

Determine the order in which the questions shall be asked.

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

#### 6.3.2 The Short-listing of Candidates

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

6.3.2.2 All candidates who, in the SC's judgement, meet the criteria decided upon in 6.3.2.1 above, shall be short-listed. Three short-lists shall be made: one for candidates from within the bargaining unit; one for other employees of the College; and one for external candidates.

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

1) those from within the bargaining unit; if no candidate is found suitable for the position, then

2) those who are not within the bargaining unit but who are employees of the College; if no candidate is found suitable for the position, then

3) external candidates.

If the SC selects a candidate as per 8.1 then interviewing of candidates on the next short-list shall not proceed.

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

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

6.3.2.6 If at the conclusion of the pre-interview meeting, the delegates determine that there

are no applicants who meet the criteria decided upon in 6.3.2.1 above, the Chair

shall retain all documentation, and forward said documentation along with a memo

to the College President/appropriate Vice President, indicating that no suitable

candidates were found. The memo shall be signed by all SC delegates. Minority

opinions on the matter, can if so requested by a delegate(s), be forwarded as well.

6.3.2.7 The College President/appropriate Vice President shall reconvene the SC to discuss the non-suitability of applicants as described in 6.3.2.6 above.

### 6.3.3 The Release of Names

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

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

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

### 6.3.4 Preparation for Interviewing

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

## 6.4 After the Pre-Interview Meeting

6.4.1 Within three (3) days after the pre-interview meeting, the SC Chair returns the documentation for the applicants who have not been short-listed to the College President/appropriate Vice President, who shall inform said applicants that they have not been selected for interviews.

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

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

## 7 Proceedings at the Interview Meeting

7.1 The Chair shall welcome the interviewee to the proceedings, and introduce each committee member by name and area of representation.

7.2 It shall be explained to the interviewee by the Chair, that this is a selection committee;  
but that the individual who actually appoints a candidate to the position shall be named  
by the Chair.

7.3 The SC's decision making process shall be explained to the interviewee by the Chair.

7.4 The interviewee shall be informed that the SC process is confidential, and under the control of the Chair.

7.5 The interviewee shall be given an explanation of how the "round-robin" interview process is to take place. That is, each delegate shall be given the opportunity to ask questions as agreed upon at the pre-interview meeting and that there may be a possibility of the committee asking the interviewee to leave the room while the SC discusses procedural matters.

7.6 Each delegate shall ask their particular set of pre-agreed upon questions, in the same manner, to each interviewee.

7.7 Some variation in the questioning may be required depending on the background of the interviewee.

7.8 Adjunct (connected, or follow-up) questions may be asked, but delegates must first seek permission of the Chair.

7.9 The Chair shall ask the interviewee if there are any points that need clarification.

7.10 The interviewee shall be given the opportunity, with the Chair's permission, to ask questions of clarification throughout the interview process. At the end of the interview, the interviewee shall, with the Chair's permission, have the opportunity to ask delegates follow-up questions, or make a final statement.

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

7.12 The above processes in section 7 are repeated until all the short-listed candidates have been interviewed.

## 8 The Decision Process

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

8.1.1 Normally, there shall be two ballots to confirm a committee's selection. After all candidates have been interviewed; and prior to any discussion, a secret ballot shall be

conducted by the Chair. Delegates shall be asked to indicate their choice. The Chair shall then count the ballots and indicate the results after every ballot. The ballots are then destroyed. Members may return a blank ballot.

8.1.2 A discussion shall then ensue under the Chair's direction during which each delegate (in order of interview) shall explain their decision relative to the criteria agreed upon in 6.3.1 and 6.3.2.1 above.

8.1.3 After all delegates are satisfied that full discussion has taken place, a second secret ballot shall be called by the Chair. If there is a majority for a candidate on this second ballot, then that candidate shall be the selection of the committee, and the process proceeds as follows in 8.1.5. If there was not a majority vote, then the process proceeds as in 8.2. below.

8.1.4 If there was a unanimous first ballot; and after the discussion described in 8.1.2, and all delegates agree the second ballot shall be waived; then the choice for the first ballot shall be selection of the committee.

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

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

8.1.7 If the selected person is not appointed, the person responsible for the appointment shall meet with the SC to attempt to reach accord as per Articles 13.7.1 and 13.7.2.2 of the Collective Agreement.

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

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

## 8.2 No Majority Decision Reached or No Candidate Recommended

8.2.1 Split Decision. If after a second vote, the SC does not have a majority decision, a

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

8.2.2 No Candidate Recommended. Procedure is the same as in 8.2.1 above, but a recommendation from the SC for another posting (internal, external, or both), or another course of action may be included in the memo. The memo is to be signed by all SC delegates, with the resumes and applications of all short-listed applicants attached.

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

8.2.4 Re-interview One or More Candidates. As an alternative to rendering a "split decision" (8.2.1 above) or "no candidate selected" decision (8.2.2 above), the committee may determine that one or more of the candidates should be re-interviewed. If the SC so determines, the Chair shall arrange for the re-interview in the same manner as in 6.4.2 above. At the re-interview, the Chair shall explain the reason(s) for the re-interview to the candidate(s) and the interview process shall continue as in Section 8 above. The outcome of the re-interview shall follow the guidelines described in 8.1 through 8.2.2 above.

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

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

## 9 Informing Candidates of the Decision

9.1 Informing the candidates of the decision to appoint is strictly the obligation of the individual receiving the recommendation (College President/appropriate Vice President). All SC members must maintain strict confidentiality.

9.2 A verbal offer of appointment must be made to the selected candidate followed as soon as possible by an official offer in writing, before the other candidates are contacted.

9.3 The appointee shall, at the time of being informed by the College President/appropriate

Vice President or delegate, be instructed to maintain confidentiality of the offer until his/her acceptance has been received by the College, and all non-selected candidates have been advised, or the appointment is announced by the College.

9.4 As soon as the selected candidate has accepted the written offer, the unsuccessful candidates shall be informed, preferably verbally, followed by a note of thanks for their interest in applying.

(October 1991)

Guidelines for the Performance Appraisal of Permanent Regular Instructors  
(pursuant to Article 15)

1 Performance Appraisal Criteria

1.1 Contribution to Students

1.1.1 Each student is treated with demonstrated respect and genuine interest.

1.1.2 Instructors evidence an approach to learning designed to reach the diversity of students in the College. Adequate attention is given to the different learning needs of individual students.

1.1.3 Students are encouraged to develop an inquiring, critical, and independent attitude, to help each other as appropriate, and not to be unduly dependent on the instructor.

1.1.4 Instructors make use of student services and other resource departments as appropriate in order to ensure that adequate attention is paid to the needs of students who are experiencing difficulties in learning.

1.1.5 Within the first week of the start of a course or program, instructors provide students with written course or program objectives including a description of the course or program content and the method of evaluation to be used.

1.1.6 Classroom or other presentations are organized, well prepared, clear, and effective.

1.2 Professional Competence

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

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

### 1.3 Collegial Contribution

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

### 1.4 Participation in the Department, Campus, College

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

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

## 2 Joint Steering Committee

2.1 Performance Appraisal shall be the responsibility of the Joint Steering Committee (JSC) as per Article 3.10.2.1.

2.2 The Joint Steering Committee shall follow fair and consistent principles for performance appraisal. The Joint Steering Committee shall be involved in clarification of procedures but not in the monitoring of departmental processes.

2.3 All procedures and instruments of performance appraisal must be approved by the JSC before being implemented.

2.4 Pursuant to Article 15.2 of the Collective Agreement all revisions to these Guidelines must be approved by the JSC. The JSC shall notify the College, the VCCFA, and all instructors of any revisions that it makes.

2.5 Instructors may make a submission to the JSC regarding appraisal instruments and the application of these instruments in their departments or areas.

## 3 Methods of Performance Appraisal

3.1 Based on criteria described in these Guidelines and subject to the approval of the JSC, performance appraisal shall be based on information gathered through a combination

of at least two (2) of the following methods:

Questionnaires filled in by the students

Observations of performance by department heads of designated  
alternates

Self appraisal

Observations of performance by colleague(s)

3.1.1 Departments or areas where instruction is the major activity must select "Questionnaires filled in by the students" as one appraisal method for its instructors who instruct for at least one-quarter of their load at the time of appraisal. When there are compelling reasons, departments may apply to the JSC for exemptions from this provision.

3.2 Each department or area by majority secret ballot of the permanent regular instructors within the department or area shall select which of the appraisal methods described in Article 3.1 its members shall use. Probationary regular, term, and auxiliary instructors may attend and take part in any discussions at any department meetings on performance appraisal but may not vote.

3.3 In departments or areas with fewer than five (5) permanent regular instructors, the instructors may not choose the appraisal method of "Observations of Performance by Colleagues."

#### 4 Frequency of Appraisals

4.1 Commencing January 1, 1995, all permanent regular instructors shall be appraised once every three (3) years. Appraisals conducted prior to this date shall be validated and recognized as falling within the three (3) year cycle which commences January 1, 1995.

#### 5 Facilitation of Performance Appraisal

5.1 The Department Head or equivalent is responsible for the logistics and completion of the appraisal process. Each department or area by majority secret ballot of the permanent regular instructors within the department or area shall select performance appraisal facilitators (PAFs). PAFs may be an instructor, group of instructors, Coordinator, Assistant Department Head, or Department Head and may be from either within or outside the department or area. Each instructor shall, during appraisal, work with one (1) PAF. Where PAFs are a group of instructors, they shall elect a member who shall be responsible for coordinating the preparation of department or area development plans under the terms of Article 7.0 of these Guidelines.

5.2 PAFs shall serve for a period of three years. Any required replacement of the PAFs shall be carried out according to the terms of 5.1.

6 Performance Appraisal Data and the Preparation of Performance Appraisal Reports and Development Plans for Instructors

6.1 The data obtained through the methods authorized under Article 3.2 of the Guidelines shall be assembled and used in the following manner:

6.1.1 For questionnaires filled in by students

6.1.1.1 Through a democratic process initiated and chaired by VCCFA stewards, the term and regular instructors in each division shall select one divisional designate who shall administer student questionnaires for both appraisal and evaluation (see the Guidelines for Evaluation, attached to the Collective Agreement) in that division. In the same way, one divisional designate on each campus shall be selected by term and regular instructors in areas and departments on that campus which are not assigned to instructional divisions.

The divisional designate shall not be a member of the Association nor a College administrator.

The divisional designate shall be responsible to the campus delegate of the JSC while performing the functions described herein.

6.1.1.2 a) The divisional designate shall be selected only from those who have accepted such nomination.

b) The divisional designates shall carry out their functions for a period determined by the instructors as per 6.1.1.1, which shall not exceed three years. One month prior to the expiry of their terms, or in the event of a divisional designate withdrawing from these functions, the process of selection shall be re-initiated by a VCCFA steward.

c) Upon selection of divisional designates the stewards shall inform the JSC. The JSC shall ensure that the divisional designates are advised of the limits of their responsibilities, the necessity for confidentiality and the procedures for handling student questionnaires, which are listed in subsidiary guidelines.

d) No alternate shall perform any of the functions of the divisional designates without the approval of the campus delegate of the JSC.

6.1.1.3 The divisional designate shall first explain the process to instructors' students.

Second, the questionnaires shall be given to the students and the designate shall

invigilate until they are completed. The questionnaires and response forms shall

6.1.1.4) for be collected, sealed, and passed to the neutral processor (Article tabulation. The divisional designate shall keep all data confidential.

6.1.1.4 The JSC shall designate a neutral person(s) who shall process the questionnaires.

The processor(s) shall not be member(s) of the Association nor College

administrator(s). The JSC shall ensure that the processor(s) are advised of the

limits of their responsibilities, the necessity for confidentiality and the procedures for

processing student questionnaires, which are listed in subsidiary guidelines. The

processor(s) shall be responsible to and report to the campus delegate of the JSC

while performing the functions described herein.

6.1.1.5 The processor shall assemble all the student comments on a separate form and

provide the totals and averages of the student ratings on the same form. Only one

secure the form copy of the completed form shall be made. The processor shall

and its copy until the students who completed the questionnaires have received

their final letter grade or equivalent from the instructor being appraised. As soon as

possible thereafter, the copy shall be signed by the processor and given to the

department PAF. At the same time, the original form shall be signed by the

processor and given to the instructor being appraised.

6.1.1.6 The processor shall, at the same time, pass all the student-completed questionnaires in a sealed envelope to the departmental PAF. The processor shall then destroy all other remaining notes or records, including computer records, that pertain to the appraisal.

6.1.1.7 The student-completed questionnaires shall be kept sealed by the departmental PAF until destroyed as per Article 6.5 of these guidelines.

6.1.1.8 Notwithstanding 6.1.7, the instructor being appraised may, upon request, have the PAF review the questionnaires and confirm the results correspond with the completed form received from the processor. After this viewing, they shall be resealed and kept by the department PAF until destroyed as per Article 6.5 of these Guidelines.

6.1.2 For observation of performance by department head or alternate

The department head or alternate shall complete an observational performance appraisal instrument which is referenced to the relevant criteria of Article 1.0. Only one copy of the completed instrument shall be made. Both the original and the copy shall be signed by the appraiser and the instructor. The copy shall be given to the PAF and the original shall be given to the instructor being appraised.

6.1.3 For self-appraisal

The instructor being appraised shall complete a self-appraisal instrument which is referenced to the relevant criteria of Article 1.9 and which shall include comparison with an objective standard. Only one copy of the completed instrument shall be made. Both the original and the copy shall be signed by the instructor and the PAF. The copy shall be given to the PAF and the original kept by the instructor being appraised.

6.1.4 For observation of performance by colleague(s)

The colleague(s) shall complete an observational performance appraisal instrument which is referenced to the relevant criteria of Article 1.0. Only one copy of the completed instrument shall be made. Both the original and the copy shall be signed by the appraiser(s) and the instructor. The copy shall be given to the PAF and the original shall be given to the instructor being appraised.

6.2 The PAF shall discuss the performance appraisal data with the instructor being appraised. The PAF shall then prepare both a performance appraisal report which indicates the instructor's areas of strength, and areas for development, and a development plan for the instructor. The instructor shall concurrently prepare an individual development plan.

6.3 The PAF and the instructor shall meet again to discuss the performance appraisal report and the development plans. The instructor may decide to have both plans remain or the instructor and the PAF may agree to replace them with a single new plan to which they both have input. In either case, the performance appraisal report and the development plan(s) shall be signed by the PAF and the instructor as evidence that the appraisal has been completed.

6.4 There shall be only one copy of the performance appraisal report and the development

plan(s) made. After the PAF has prepared the anonymous summary required as per

Article 7.1, copies shall be placed in the instructor's performance appraisal file and the originals shall be given to the instructor.

6.4.1 Instructors may comment on the contents of their performance appraisal reports and the performance appraisal process and have such comments attached to their performance appraisal reports.

6.5 In all instances where the instructor's signature is required, it is understood that this signature is only an acknowledgement that the instructor has read the document.

6.6 The PAF shall destroy all remaining performance appraisal data, forms, and completed instruments.

## 7 Department or Area Development Plans

7.1 Before placing instructors performance appraisal reports and development plans into instructors' performance appraisal files, PAFs shall prepare summaries in order to prepare department or area development plans. Such summaries shall not contain the names of instructors who were appraised nor the date of the appraisal. No copies of these summaries shall be made.

7.2 Department or area development plans shall contain summaries of department or area performance strengths and development needs. Where PAFs are not Department Heads or equivalents, developmental plans shall be prepared in consultation with those department heads or equivalents. PAFs shall destroy all the summaries used to prepare these plans.

7.3 PAFs shall make two copies of the department or area plans and sign both the original and the copies. The original shall be given to the appropriate Vice President, Instruction (or equivalent). One copy shall be given to the Department Head or the area coordinator, the other shall be given to the Associate Dean (or equivalent).

## 8 Release Time

8.1 All instructors who, pursuant to Article 6.1.4 above, must complete an observational performance appraisal instrument shall be granted release time whenever it is impossible to otherwise conduct the observation necessary to complete this instrument.

8.2 All instructors involved in the Performance Appraisal process as PAFs and who are not already in receipt of release time by virtue of responsibility appointments pursuant to Article 13 (... Department Heads, etc) shall be granted reasonable periods of paid leave in order to fulfil their responsibilities.

8.2.1 There shall be a maximum of \$2000 allocated per fiscal year per department where departmental facilitators do not already have release time. These funds shall be accommodated from the appropriate Vice President's budget through submission of duly noted time sheets for auxiliary instructors.

8.2.2 Should it become necessary to review the aforementioned amount it shall be done through application to the Joint Steering Committee.

## 9 Disputes

9.1 Any dispute arising out of the application or interpretation of these Guidelines should be referred to the Joint Steering Committee for resolution. If the dispute is not resolved, to the satisfaction of the party (parties) involved, it shall be grievable under the terms of Article 12 (Grievance Procedure) of the Collective Agreement.

(November 7, 1991)

Guidelines for the Evaluation of Term and Probationary Regular Instructors  
(pursuant to Article 16)

1 Evaluation Process

1.1 The evaluation process shall be conducted in a similar manner for all term and probationary regular instructors in a department or area.

1.2 The evaluation process shall be conducted primarily by the department head or coordinator II. The responsibility may be delegated to an assistant department head.

1.3 The evaluation process shall be based on the criteria listed in Article 2 of these Guidelines.

2 Criteria for Evaluation

2.1 Contribution to Students

2.1.1 Each student is treated with demonstrated respect and genuine interest.

2.1.2 Instructors evidence an approach to learning designed to reach the diversity of students in the College. Adequate attention is given to the different learning needs of individual students.

2.1.3 Students are encouraged to develop an inquiring, critical, and independent attitude, to help each other as appropriate, and not to be unduly dependent on the instructor.

2.1.4 Instructors make use of student services and other resource departments as appropriate in order to ensure that adequate attention is paid to the needs of students who are experiencing difficulties in learning.

2.1.5 Within the first week of the start of a course or program, instructors provide students with written course or program content and the method of evaluation to be used.

2.1.6 Classroom or other presentations are organized, well prepared, clear, and effective.

2.2 Professional Competence

2.2.1 It is recognized that the College has an obligation, within the constraints of budget, to assist and support instructors regarding professional development in the area of professional competence. Instructors should understand and be knowledgeable in

current developments in their field. Where appropriate, this should be demonstrated in their approach to teaching. It is recognized that in fields of rapidly changing technology where renewal time is not adequate, an instructor may not be able to achieve mastery of current developments; however, such instructors are expected to be aware of the general nature of these developments; and to communicate this to students as appropriate.

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

### 2.3 Collegial Contribution

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

### 2.4 Participation in the Department, Campus, College

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

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

## 3 Methods of Evaluation

3.1 The evaluation process shall use two methods:

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

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

## 4 Joint Steering Committee

4.1 The methods listed in Article 3 above shall be applied through procedures and instruments which have been approved by the Joint Steering Committee (JSC) as per Article 3.10.2.2.

4.2 The JSC shall be responsible for approving the procedures and instruments of evaluation.

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

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

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

## 5 Orientation, Frequency, and Timing of Evaluation

5.1 At the beginning of the probationary period or the term instructor's first term of appointment, the department head or coordinator II shall orient the probationary regular or term instructor to the College, its resources, the department or area, and program. The department head or coordinator II shall provide the instructor with the written guidelines for evaluation and for the applicable evaluation process and shall explain these to the instructor to ensure that they are understood.

5.2 The frequency and timing of the evaluation shall be as follows:

5.2.1 For probationary regular and term instructors, half-time or more on term appointments exceeding eight (8) months, the evaluation process referred to in Article 3.1 shall be completed before the mid-point of the term appointment or of the probationary period. Should the first evaluation show the need for improvement, a follow-up observation (as referred to in Article 5.2.4) shall be initiated no later than the three-quarter point of the term appointment or probationary period.

5.2.2 For term instructors, half-time or more, on term appointments of less than eight (8) months, the valuation process as referred to in Article 3.1 shall be completed no later than six (6) months into a period of appointment, or six (6) months into a period of cumulative appointments. Should the first evaluation show need for improvement, a follow-up observation (as referred to in Article 5.2.4) shall be initiated no later than the mid-point of the subsequent period of appointment.

5.2.3 For term instructors less than half-time, the evaluation process as referred to in Article 3.1 shall be completed within the first sixty (60) accumulated duty days of employment with the College. Should the first evaluation show need for improvement, a follow-up

observation (as referred to in Article 5.2.4) shall be initiated within ten (10) working days.

5.2.4 When necessary, the evaluator shall alert the term or probationary regular instructor to possible areas requiring improvement and through a mutually approved plan of action, shall assist the instructor on ways and means of improvement. A follow-up observation may be conducted by the evaluator who completed the first evaluations. An evaluation report shall be made for any such follow-up observations.

5.2.5 Within any two-year period term or probationary period instructors who have achieved one (1) successful evaluation within a department or area are deemed to have completed the evaluation process. If, because of transfers or discontinuous employment, further evaluations are required then following any two (2) successful evaluations, term instructors shall be evaluated once every three (3) years.

6 Evaluation Data

6.1 The data obtained through the methods authorized through Article 3.1 of these

Guidelines shall be assembled in the following manner:

6.1.1 For questionnaires filled in by students

6.1.1.1 Through a democratic process initiated and chaired by VCCFA stewards, the term

and probationary regular instructors in each division shall select one divisional

designate who shall administer student questionnaires for both appraisal and

evaluation (see the Guidelines for Appraisal, attached to the Collective Agreement)

in that division. In the same way, one divisional designate on each campus shall

be selected by term and regular instructors in areas and departments on that

campus which are not assigned to instructional divisions.

The divisional designate shall not be a member of the Association nor a College

administrator.

The divisional designate shall be responsible to the campus delegate of the JSC while

performing the functions described herein.

6.1.1.2 a) The divisional designate shall only be selected from those who have accepted

such nomination.

b) The divisional designate shall carry out their functions for a period determined by the

instructors as per 6.1.1.1, which shall not exceed three years.

One month prior to the

expiry of their terms, or in the event of a divisional designate withdrawing from these

functions, the process of selection shall be re-initiated by a VCCFA steward.

c) Upon selection of divisional designates the stewards shall inform the JSC. The JSC

shall ensure that the divisional designates are advised of the limits of their

responsibilities, the necessity for confidentiality and the procedures for handling student

questionnaires, which are listed in subsidiary guidelines.

d) No alternate shall perform any of the functions of the divisional designates without the

approval of the campus delegate of the JSC.

6.1.1.3 The divisional designate shall first explain the process to instructors' students.

Second, the questionnaires shall be given to the students and the designate shall invigilate until they are completed. The questionnaires and response forms shall be collected, sealed, and passed to the neutral processor (Article 6.1.1.4) for tabulation. The divisional designate shall keep all data confidential.

6.1.1.4 The JSC shall designate a neutral person(s) who shall process the questionnaires.

The processor(s) shall not be member(s) of the Association nor College administrator(s). The JSC shall ensure that the processor(s) are advised of the limits of their responsibilities, the necessity for confidentiality and the procedures for processing student questionnaires, which are listed in subsidiary guidelines. The processor(s) shall be responsible to and report to the campus delegate of the JSC while performing the functions described herein.

6.1.1.5 The processor shall assemble all the student comments on a separate form and

provide the totals and averages of the student ratings on the same form. Only one copy of the completed form shall be made. The copy shall be signed by the processor and given to the department head, coordinator II, or assistant department head. The original shall be signed by the processor and given to the instructor being appraised.

6.1.1.6 The processor shall, at the same time, pass all the student-completed questionnaires in a sealed envelope to the department head, coordinator II, or

assistant department head. The processor shall then destroy all other remaining notes or records, including computer records, that pertain to the appraisal.

6.1.1.7 The student-completed questionnaires shall be kept sealed by the department

head, coordinator II, or assistant department head until the completion of the evaluation report, when they shall be destroyed.

6.1.1.8 Notwithstanding 6.1.1.7, the instructor being appraised may, upon request, have the

evaluator review the questionnaires and confirm the results correspond with the completed form received from the neutral designate. After this viewing, they shall be resealed and kept by the department head, coordinator II, or assistant

department head until destroyed as per Article 6.1.1.4 of these Guidelines.

6.1.2 For observation of performance by Department Head, Coordinator II, or Assistant

Department Head

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

## 7 Evaluation Reports

7.1 Based on the data gathered assembled under Article 5 of these Guidelines the evaluator

shall discuss the instructor's performance with the instructor and then prepare an evaluation report which shall include all the data collected and be signed by the instructor as evidence of having been read and that the evaluation process has been completed.

It shall be submitted to the appropriate Vice President or delegate for decision pursuant to

Article 16.1 of the Collective Agreement. In cases where there is a follow-up observation and a subsequent evaluation report as per Article 5.2.4 of these Guidelines, the decision shall be reserved until all reports have been submitted. All reports shall be placed in the instructor's personnel file under the terms of Article 16.3 of the Collective Agreement.

7.1.1 An instructor may respond to the contents of the evaluation reports and have such responses attached to their evaluation reports.

## 8 Disputes

8.1 Any dispute arising out of the application or interpretation of these Guidelines should be referred to the Joint Steering Committee for resolution. If the dispute is not resolved to the satisfaction of the party (parties) involved, it shall be grievable under the terms of Article 12 (Grievance Procedure) of the Collective Agreement.

(November 7, 1991)

LETTER OF AGREEMENT between VANCOUVER COMMUNITY COLLEGE and the  
VANCOUVER COMMUNITY COLLEGE FACULTY ASSOCIATION

Professional Development Funds  
(pursuant to Article 6.14.7)

1 The College shall maintain a Non-Salary Cost Budget Line for the purpose of providing instructors with professional development funds for the term of the attached Collective Agreement.

2 The Budget Line shall be established at a level of one hundred thousand dollars (\$100,000) for each fiscal year of the Collective Agreement. The College agrees to allow for carry-over of a maximum of 20% of the allocation in any one year to the following fiscal year.

\* 2.1 The amount of the budget line of one hundred thousand (\$100,000) will be supplemented on a one-time basis by \$55,644 in lieu of increased benefits for the period of April 1, 1994 to June 30, 1994. Any difference in costs of increased benefits for the period of July 1, 1994 to March 31, 1995, be it surplus or additional cost beyond the agreed cost of \$166,931, will be added or subtracted from the Professional Development Funds of the subsequent year.

3 The Professional Development Non-Salary Cost Budget Line shall be located in the budget for each campus (City Centre and King Edward Campus) but administered by a three-person committee of the VCCFA. There shall be two (2) such committees.

4 The College shall provide an amount of \$5,000 to pay for release time for members serving on the committees.

5 The committees shall be responsible for the approval and allocation of Professional Development Funds in accordance with the criteria and procedures outlined in the attached Guidelines for the Allocation of Professional Development Funds for VCCFA Members.

Dated \_\_\_\_\_, 1994.

For the Vancouver Community College  
Faculty Association

For Vancouver Community College



Guidelines for the Allocation of Professional Development  
Funds for VCCFA Members

1 Agreement

1.1 These Guidelines are pursuant to the Letter of Agreement - Professional Development

Funds - attached to the Collective Agreement.

1.2 Any dispute arising out of the application or interpretation of these Guidelines shall be

grievable under the terms of Article 12 (Grievance Procedures) of the VCC/VCCFA

Collective Agreement.

2 Introduction

2.1 The policies, procedures, and overall allocation of the PD funds budget shall be

administered by a six-person committee of the Vancouver Community College Faculty

Association. This committee shall meet to discuss policy and procedural issues. There

shall be two subcommittees of the aforementioned group, consisting of three members

from each campus, who shall be responsible for monitoring allocations at their respective

campus.

2.2 Four members of the PD Funds Committee must be present to establish a quorum; two

(2) members of the Subcommittees must be present. Members can transfer between

Sub-committees to supply numbers to maintain quorum.

3 General

3.1 Professional Development Funds are for the purpose of providing financial assistance

for expenses incurred by activities related to or involving eligible professional

development endeavours. According to Article 6.14.1 "professional development is

instructor-initiated activity to develop or improve instructional skills or methods; to

develop, improve or review program, course or curriculum materials; to maintain currency

in the instructor's subject area; or, to gain additional knowledge and professional

competence in the instructor's subject area."

3.2 The funds may be used to assist in registration, transportation, accommodation, or

eligible purchases related to professional development activities which are relevant to

an instructor's professional development. Funds allocated may not be sufficient to cover

the entire cost of an event or expenditure.

#### 4 Eligible Activities

4.1 The definition of Professional Development activities for fund allocation includes the following:

Applied Research/Publishing

Conferences

Courses/Programs (including those required to complete a diploma or degree program)

\*

Liaison/Visits with Industry

Memberships/Subscriptions \*\*

Performing/Presenting

Purchase of books

Purchase of software

Purchase of specialized supplies necessary for workshops or other specific professional development activities

Seminars/Workshops

Study of new techniques and technology

Other approved activities

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

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

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

## 5 Ineligible Expenses

5.1 The PD Funds Budget does not cover office supplies such as paper, disks, ribbons, pens, etc.

5.2 Items may not be purchased by pooling of funds.

5.3 The PD Funds Budget does not cover travelling expenses or accommodation when

instructors' main reason for travel is vacation which includes attending a professional development event. Specific fees such as registration and books will be covered for the professional development activity.

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

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

## 6 Eligible Faculty

6.1 Regular and term instructors, employed half-time or more, who complete eight (8) months of service within the fiscal year shall be entitled to professional development, as described in Article 6.14.5 of the Collective Agreement.

6.2 Instructors returning from leave are not eligible for PD and PD funds unless they are able to perform eight (8) months of duty within the fiscal year.

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

## 7 Allocation of Funds

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

7.2 All activities receiving funding approval must be carried out within one fiscal year.

Requests may be approved by the PD Funds Subcommittee for activities taking place in the next fiscal year but payment would come from the following fiscal year's PD funds budget. Payment will be available only after the allocation of the new fiscal year has been determined.

## 8 Responsibilities

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

8.2 The PD Funds Committee shall be solely responsible for approving applications from instructors for funds to be utilized with respect to professional development and the disbursement of such funds. The chair of each PD Funds Subcommittee, or delegate, will sign as approving each request and will provide a budget number for the Accounting Department at College Administrative Services.

8.3 The PD Funds Subcommittee at each campus will monitor the use of the funds and will keep records of the allocations in cooperation with the Accounting Department. The subcommittee will meet on a bi-weekly basis to adjudicate applications. Approval for PD funds may take up to four (4) weeks.

8.4 Approval for PD funds for members serving on the PD Funds Committee shall be handled by the VCCFA Board if there is not consensus within the Subcommittee regarding the request.

## 9 Application Procedure

9.1 All professional development requests for funds must be presented, in writing, in the form of a project or activity which enhances professional knowledge. To receive professional development funds, these projects may utilize all or part of the twenty (20) days of professional development (Article 6.14.2) OR may take place on the instructor's own time.

9.2 An instructor will request professional development time and/or funds through the "Leave & Expense Report Form." In order to receive funds from the PD Funds budget, applicants must fill out both sides of the form including the reverse side entitled: "Professional Development Funds (VCCFA only) Money Request." An instructor may request his/her allotment of PD funds with any professional development activity as long as the individual's annual allocation has not been exceeded. A PD Funds request must pertain to or be related to professional development. A brief description must be included in the funds request.

9.3 When a PD request is approved (see Article 6.14.4) and an application for funds has been made, copies of the "Leave & Expense Report Form" will be sent by the appropriate Vice-President or delegate to the PD Funds Committee for approval. The PD Funds Subcommittee at each campus will review the application and inform the instructor whether their request for funds has been approved.

9.4 Within one month of the completion of professional development, instructors who have received approval to use PD funds shall submit their receipts to the PD Funds Subcommittee with a copy of their approved request. Official receipts, cancelled cheques, or credit card receipts will be required. The receipts will be forwarded to the Accounting Department.

9.5 In some situations where an instructor requires an advance of funds, monies will be

forwarded as soon as possible and receipts will be supplied to the PD Funds

Subcommittee upon completion of the activity. Instructors will reimburse VCC for any

funds received in excess of expenditures. All requests for advanced funds must be

approved by the PD Funds Committee.

9.6 Prior approval must be received from the PD Funds Committee for all purchases. Any

exceptions will be considered on an individual basis and will require appropriate

documentation and description.

9.7 Instructors may be required to complete purchase order requisitions for specific materials

or equipment. The PD Subcommittee will inform instructors when such documentation

is required.

9.8 Under no circumstances will PD funds be used to purchase equipment or materials for departmental or classroom use.

## 10 Pooling of PD Funds

10.1 PD Funds are intended for individual professional development. However, under certain circumstances, pooling of funds may be desirable.

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

10.3 Requests must be \$100 minimum per instructor.

10.4 Requests for purchases cannot be pooled.

10.5 All plans to pool PD funds must be restricted to the current fiscal year and must not impact on future years. The PD Funds Subcommittee will not be a party to pooling arrangements that affect subsequent years.

## 11 Timelines for Requests for PD Funds

11.1 All requests for PD funds must be made by the last day of February of each fiscal year.

11.2 All receipts must be submitted to the PD Funds Subcommittee by March 31 to be included in the current fiscal year.

## 12 Unused Funds

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

## 13 Appeal Procedure

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

November 26, 1991  
Updated October 14, 1992.

LETTER OF AGREEMENT between VANCOUVER COMMUNITY COLLEGE  
and the VANCOUVER COMMUNITY COLLEGE FACULTY ASSOCIATION

Protocol for Term Appointments  
in the English as a Second Language Division

1 Interested part-time regular instructors, as per Article 4.5 of the Collective Agreement, and all term instructors in the ESL Division whose names appear on the seniority list as per the Collective Agreement effective April 1, 1994 shall comprise the ESL divisional pool of instructors. The names of these instructors shall be listed in rank order of seniority.

2 Appointments on term contract in the ESL Division or combined ESL/Skill classes will be made available by right of first refusal to instructors in the divisional pool in the following manner:

2.1 They shall be first offered to part-time regular instructors in the pool as per Article 4.5 of the Collective Agreement.

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

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

3 The following conditions shall apply to the offering and acceptance of term appointments that are subject to the terms of this protocol:

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

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

entitled.

3.1.2 In the first week of May of each fiscal year, instructors in the ESL divisional pool shall be

given the opportunity to change their choice of ESL departments or areas (including

ESL/Combined Skills) to which they wish to be considered for appointments. Those

instructors who indicate an interest in changing their choice shall receive a letter drafted

by the VCCFA and the College which explains their options and provides a response

form. The letter shall be hand-delivered or sent by registered mail by the end of May and

responses returned to the appropriate Vice President's office no later than June 15.

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

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

3.4 A copy of the list of instructors in the divisional pool shall be given to the VCCFA within two (2) months of the ratification of the Collective Agreement.

3.5 When offering appointments to instructors, the College shall first attempt to contact them by phone. If that is unsuccessful, the College shall send a letter by courier. If the instructor does not respond within 72 hours of the letter being sent, the appointment shall be offered to the next-lowest ranking instructor in the divisional pool. Instructors who cannot be contacted retain their status in the pool without penalty.

3.6 Instructors who are offered a term appointment have 24 hours within which to reply. If they fail to reply, they shall be deemed to have exercised their right of refusal as per Article 2.3 above.

3.7 In the event of a medical emergency which occurs within 72 hours of the commencement of an instructor's term appointment and which prevents the instructor from completing the said appointment the College may offer a replacement appointment in accordance with department procedures.

4 Both the College and the instructor shall fulfil their obligations to their current class(es). Additional term appointments that would necessitate a change in instructors for a current class shall not be available to currently employed instructors until their current class(es) have ended.

5 After any term of appointment has been fulfilled, instructors retain their rights to further appointments under the terms of this protocol.

6 Available auxiliary work pursuant to Article 2.9 of the Collective Agreement shall be made available in accordance with divisional and departmental procedures.

7 The appropriate Vice President's office shall provide the Association with an updated list by the 10th of each month that indicates who in the divisional pool has been offered and not accepted a term appointment under the terms of this protocol.

8 Under the terms of this protocol, an instructor shall not have the right to claim work in progress unless it has been allocated in contravention of the terms of this Letter. If such a claim is upheld, the instructor concerned shall have the right to the remaining portion of the work in progress but has no entitlement to any lost wages, benefits, etc. as a result of the contravention.

9 This letter is intended to supersede Article 2.5.2 (Term Instructors) of the Collective Agreement but only as it pertains to instructors in the ESL division as defined herein.

10 This letter of Agreement shall be appended to the Association/College Collective Agreement and shall continue to be in effect for the life of that Agreement.

11 Any dispute arising out of the application or interpretation of this Letter of Agreement is grievable under the terms of Article 12 of the attached Collective Agreement.

Dated \_\_\_\_\_, 1994.

For the Vancouver Community College  
Faculty Association

For Vancouver Community College

LETTER OF UNDERSTANDING between VANCOUVER COMMUNITY COLLEGE  
and the VANCOUVER COMMUNITY COLLEGE FACULTY ASSOCIATION

Re: Collective Agreement Article 4.6 (Change in Type of Appointment)

The parties recognize that Term Instructors who have held appointments of one-half time or more during a continuous twenty-four (24) month period are sometimes short of the 380 duty days required to be granted permanent regular status.

Instructors who fail to accumulate 380 duty days within a continuous twenty-four (24) month period but who have accumulated as many instructional days as a regular instructor in their department or area shall receive a permanent regular appointment pursuant to Article 4.6.1.

This Agreement shall be attached to the Association/College Collective Agreement commencing April 1, 1994 and continue for the life of that Agreement.

Dated \_\_\_\_\_, 1994.

For the Vancouver Community College  
Faculty Association

For Vancouver Community College

LETTER OF AGREEMENT between the VANCOUVER COMMUNITY COLLEGE  
FACULTY ASSOCIATION and VANCOUVER COMMUNITY COLLEGE

ENHANCED PROGRAM DELIVERY (EPD)

In a Letter of Agreement, August 30, 1993, the parties made certain arrangements concerned enhanced program delivery. Herein, the parties agree to the following for the life of this Letter:

1 That for these departments:

Science	College Preparatory English
Mathematics	English Language Skills
Humanities	ESL-Outreach
Business and Computer Studies	ESL-Vocational

the levels of enhanced program delivery or changes to instructors' workloads as signed off

by the EPD Committee pursuant to 4.2.2 of the August 30, 1993 Letter will be maintained.

2 That those departments listed which established their level of enhanced program delivery

by increases in student activity may, through democratic procedures, develop plans for new

configurations of student activity and, no later than one month prior to the beginning of an

instructional term, submit them to the appropriate Vice-President, for the College's approval.

Such approval shall not be unreasonably denied if the plan is educationally sound and

maintains the same level of student activity as measured in student contact hours (SCH) as

signed-off pursuant to the August 30, 1993 Letter.

3 That those departments listed which established their level of enhanced program delivery

by any combination of increases in student activity and/or increases in the number of hours

of assigned duty designated to full class instruction may, no later than one month prior to the

beginning of an instructional term, submit plans for new configurations of student activity and

new workload profiles to the Vice-President, Education for the College's approval. Such

approval shall not be unreasonably denied if the plan is educationally sound and maintains

the same level of student activity as measured in student contact hours as signed-off by the

Joint EPD Committee pursuant to the August 30, 1993 Letter.

3.1 Such resubmissions shall be subject to the provisions of Article 6.5 of the Collective

Agreement.

3.2 Such resubmissions shall not include increases in the current number of hours of assigned duty designated to full class instruction.

4 That the VCC Administration will recommend to the VCC Board that any continued enhancements to student activity delivery levels which result in the 94-95 VCC Budget being positively increased over 93-94 funding levels for the allocation of resources among campuses and divisions; or which result in positive increases in the 95-96 Budget over 94-95 funding levels, will be specifically directed to the enhancement of instructional programs and instructional support services at King Edward and City Centre Campuses.

5 That, for the term of this Letter, unless there are decreases in enrollment, changes in program profiles, or reductions in funding levels, the College shall endeavour not to initiate any reduction sequences in any department covered by this Letter.

6 That the College will, prior to August 31, 1994, fulfil its financial commitments pursuant to the Letter and EPD Committee agreements to augment capital expenditures to those departments that had capital requests included in their approved EPD proposals.

7 That listed departments or those instructional support departments affected by the EPD process may submit, by September 1, 1994, requests to the appropriate Vice-President for capital expenditures that will help them maintain their levels of enhanced program delivery and/or support for same.

8 Any dispute arising out of the application or interpretation of this Letter is grievable under the terms of Article 12 of the Collective Agreement.

9 This Letter shall be appended to the Collective Agreement between the parties that commences April 1, 1994 and shall continue to be in effect for the life of that Agreement.

Dated \_\_\_\_\_, 1994.

For the Vancouver Community College  
Faculty Association

For Vancouver Community College



LETTER OF AGREEMENT between the VANCOUVER COMMUNITY COLLEGE  
FACULTY ASSOCIATION and VANCOUVER COMMUNITY COLLEGE

NECESSARY INSTRUCTOR REDUCTION (ARTICLE 11)

Whereas both parties are desirous of improving the provisions and stipulations relating to the

Necessary Instructor Reduction process that is outlined in Article 11 of the Collective

Agreement, they agree for the period covered by this Letter to address the issues that arise from

this Article in a manner based upon the following:

1 The addition of voluntary lay-offs, leaves, and combinations of leaves to the consultation pursuant to 11.2.

1.1 The College agrees to take into account Association concerns regarding the scope, content, and timing of calls for interest in the items listed under consultation and the process of responses.

2 The distribution by the College within one week of any hiring criteria requested by instructors under Advance Notice of Termination.

3 Any reductions in the number of instructors, reductions in workload or transfers within or between affected areas shall only be part of the following sequence:

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

3.2 The College shall reply within two weeks as to whether or not the instructor meets the hiring criteria of the area(s) being considered for transfer.

3.3 By the end of the second month following Notice of Termination, instructors shall confirm their choice of area to which they may be transferred and the transfer shall be effected by the College.

3.4 The College shall make every effort to supply professional development beyond the minimum twenty (20) days in order that transferring instructors may orient and prepare themselves for their new assignments.

4 In any event, nothing in this Letter shall be deemed to extend the notice periods contained within Article 11.4 of the Collective Agreement.

5 The provisions of this Letter are grievable under the terms of Article 12 of the attached

Agreement .

6 This Letter shall be attached to the Collective Agreement between the parties commencing April 1, 1994 and shall continue for the life of the Agreement.

Dated \_\_\_\_\_, 1994.

For the Vancouver Community College Faculty Association                      For Vancouver Community College

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