



COLLECTIVE AGREEMENT

BETWEEN

KWANTLEN UNIVERSITY COLLEGE

AND KWANTLEN FACULTY ASSOCIATION

APRIL 1, 2001 - MARCH 31, 2004

KWANTLEN
FACULTY ASSOCIATION

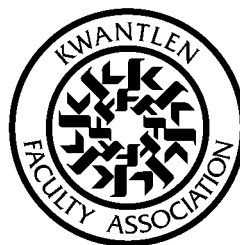


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ARTICLE 1 – GENERAL INFORMATION AND DEFINITIONS

1.01 PARTIES TO AGREEMENT

THIS AGREEMENT, entered into on the *8th day of November, 2001*

BY AND BETWEEN

KWANTLEN UNIVERSITY COLLEGE
(hereinafter referred to as the Employer)

AND

KWANTLEN FACULTY ASSOCIATION, LOCAL #5 College-Institute Educators' Association
(hereinafter referred to as the "Association")

1.02 TERM OF AGREEMENT

The duration of this Agreement shall be from *April 1, 2001* to *March 31, 2004*. In the event negotiations are not completed before its date of expiry, this Agreement shall continue in force until amended or superseded.

The operation of Section 50(2) of the Labour Relations Code of B.C. is specifically excluded.

1.03 PRECEDENCE OF AGREEMENT

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

1.04 DEFINITIONS

(a) Regular Faculty Position

A regular faculty member's position is one that exists or is established to meet the ongoing needs of the Employer on a half-time basis or greater basis.

(b) Full-time Regular Faculty

A full-time regular faculty member is one who occupies a full-time regular position established by the Employer or by this Agreement. Full-time regular faculty members shall receive all benefits provided by this Agreement.

(c) Part-time Regular Faculty Members

A part-time regular faculty member is one who occupies a part-time regular position established by the Employer. Part-time regular faculty members have the same rights and obligations as full-time regular faculty members and are entitled to all benefits provided by this agreement on a pro-rated basis. A part-time regular position will be established by the Employer where:

- (i) there is a structural requirement for ongoing services of one-half time or more;

- (ii) a full-time regular post-probationary faculty member requests a part-time position and the request is supported by the convener/coordinator in the discipline/program and approved by the Employer;
- (iii) two post-probationary faculty members are willing to share a full-time regular position and the request is supported by the convener/coordinator in the discipline/program and approved by the Employer;
- (iv) Should a regular faculty member wish to resume a full-time workload, he/she will be assigned available work in his/her discipline/program providing he/she has the required qualifications, abilities and experience. Where two or more regular faculty members wish to resume a full-time workload and there is insufficient available work in the discipline/program, work will be assigned to the faculty member with the most FTE service providing he/she has the required qualifications, abilities and experience;
- (v) The Employer's approval will not be unreasonably withheld. The Employers, at its sole discretion, can set the effective date of the requested change in status from full-time to part-time, or vice versa, to coincide with the beginning or the end of a semester or term of instruction.

(d) **Non-Regular Faculty Members**

Non-regular faculty members are those that do not hold a regular position or who have not satisfied the requirements for regularization in Article 1.04(e). There are two (2) types of non-regular faculty.

(i) **Non-Regular Type 1 Faculty Members**

Non-regular Type 1 faculty may only be hired for specialized requirements, experimental offerings, timetabling anomalies, substitution, vacation replacement, short-term emergency circumstances, or work that is not expected to be ongoing. All non-regular faculty members will receive salary according to the provisions of Article 10.

Status Re-assessment

There are 3 assessment dates: August 15 for the 12 month appointment year starting September 1; December 15 for the 12 month appointment year starting January 1; and April 15 for the 12 month appointment year starting May 1.

The purpose of these assessment dates is to determine whether a Type 1 non-regular faculty member should be offered a Type 2 appointment.

(ii) **Non-Regular Type 2 Faculty Members**

A non-regular Type 2 faculty member is one who is assigned or reasonably anticipated to be assigned an annualized workload of 50% or greater for a future 12-month period.

It is the responsibility of non-regular faculty who are on the "qualified faculty list" in more than one discipline/program to notify the relevant administrator(s) of this fact at the time work is offered to them by the administrator(s). It is the responsibility of the administrator(s) who have been so notified to check if the workload assigned across disciplines/programs would qualify as Type 2.

When the Employer replaces a regular faculty member on leave, Long-Term Disability, alternate duty or fills a position that is not expected to be ongoing and the workload available meets the requirements as outlined above, the Employer will issue a Type 2 non-regular appointment.

Rights and Obligations

A non-regular faculty member who meets the qualifications for Type 2 above has the same rights and obligations as a regular faculty member and is entitled to all benefits provided by this Agreement on a pro-rated basis with the following exceptions (Article 6, and Article 7).

Appointment Date

The twelve (12) month appointment is determined once a year based on the status assessment date of the faculty member. The method of payment for the determined workload will be based on an annualized workload over the 12 month period.

Unanticipated Additional Work

Unanticipated work that subsequently is assigned after the beginning of an appointment year to Type 2 faculty will be paid on a contract with a "payment in lieu" for vacation, professional development and benefits. This "payment in lieu" will be 32% above the hourly rate in Article 10 for the applicable mode, and will be paid for the period of the subsequent work assignment.

(e) Entitlement to Conversion to Regular Status

The conversion of status from non-regular to regular will occur when the faculty member has a workload of 50% or greater for each of two (2) consecutive appointment years of work, or who has worked at a workload equivalent of 120% in total over a period of two (2) consecutive years, provided that:

- (i) there is a reasonable expectation of ongoing employment at a workload level of at least 50% in each of two semesters within the appointment year subsequent to that in which the entitlement to conversion arises or there is a reasonable expectation of an ongoing workload assignment of at least 50% on an annualized basis within the appointment year subsequent to that in which the entitlement to conversion arises, and
- (ii) the employee is qualified for the work in question, as determined by the Search Committee at the time of initial hire or subsequent review, and
- (iii) the employee's most recent evaluation for regular employment within the preceding twelve (12) month period has been satisfactory. The employee will be deemed to have received a satisfactory evaluation if one has not been undertaken by the employer. The employer may evaluate a non-regular employee at least once each 12 month period and the employee may request an additional evaluation not more often than once in each 12 month period.

Nothing in the section above prohibits the employer's rights to regularize any position as it deems necessary.

(f) Employment

A regular faculty member, after successful completion of the probationary period, will be offered continuous employment subject only to those terms and conditions as may be contained in the Collective Agreement.

(g) Probationary Contract

A two-year appointment which may be terminated without cause upon expiration of the probationer's term of employment, but which may be terminated in accordance with Article 4.08, prior to the expiration of his/her term of employment. Termination during the two-year contract shall be in accordance with Article 4.08. Termination at the end of the probationary term shall be in accordance with Article 4.06.

- (h)** Throughout this Agreement, the term "instructor" shall denote a faculty member and the terms "teach" and "instruct" shall denote performance of faculty members' duties.

(i) Full-Time Equivalent Service

Full-time equivalent service shall be defined as the length of service with the Employer from the date of the first appointment with the Employer. In the event the faculty member resigns, or is terminated, the FTE service accumulated is lost. Substitution and overload contract shall not be credited if the faculty member has already been credited with a full year's FTE service during a one-year period.

In the event a *non-regular* faculty member is not employed by the University College in an eighteen month period beginning with the termination date from the Employer's payroll, or declines or is unavailable to receive an offer of further appointment, the FTE service accumulated is lost.

In this clause "service" denotes all accountable time covered by Article 12.01(a) and all vacation time covered by Article 12.10, and FTE service counted under Article 1.04(i)(vii) shall not count towards the minimum service requirements specified in Article 14.05 and Article 14.06.

Wherever this Agreement refers to service with the Employer, such service shall be understood to include service both prior to and subsequent to the split of Douglas College into Douglas and Kwantlen Colleges on April 1, 1981, providing the faculty member was employed by Douglas College prior to April 1, 1981. FTE service includes and is limited to the following:

- (i) service accumulated as a full-time regular faculty member;
- (ii) service accumulated on a pro rata basis as a part-time regular faculty member, i.e., 1/2 teaching assignment or 12 credits in a year = 6 months' service;
- (iii) service accumulated as a *non-regular type 2* faculty member;
- (iv) service accumulated on a pro rata basis as a *non-regular type 1* instructor i.e., 1/4 teaching assignment or 6 credits in a year = 3 months' service;
- (v) approved leave of absence as per Articles 3.11, 13.01, 13.02, 13.05, 13.06(a), 13.06(b) and 13.07;
- (vi) approved leave of absence under Article 13.03 if a written submission is received from the faculty member and if the Employer and Association agree that the leave was spent on activities relevant to the faculty member's duties;
- (vii) educational leave taken under Article 14;

- (viii) leave due to illness up to a maximum of two (2) years, including STIP and LTD periods and periods on WCB coverage;
- (ix) service as a Dean or Director at Douglas College prior to November 1, 1977, if the faculty member held faculty status as of April 1, 1983;
- (x) In the event an administrator who held a management position with the Employer as of April 1, 1983 returns to the bargaining unit as a regular faculty member he/she will be credited for all previous service accumulated as a faculty member at both Douglas and Kwantlen University Colleges. In addition, he/she will be credited for previous service as a Dean or Director at Douglas College prior to May 1, 1975.
- (xi) Up to two years' service as an administrative secondment subsequent to December 31, 1986 where the faculty member was a member of the faculty for a minimum of two consecutive years immediately prior to secondment.

(j) Common-law Spouse

For the purposes of Articles 13.01, 15.01(b), 15.02, and 15.03 the term common-law spouse means a person who resides with the faculty member in a common-law relationship which shall be defined as a relationship wherein two persons of the same or opposite sex cohabit for a period of at least 2 years as if husband and wife and whereby there is a mutual agreement between such persons that said relationship is a permanent relationship, exclusive of all other such relationships.

1.05 NO OTHER AGREEMENTS

Except with the mutual consent of the Association and the Employer, no faculty member covered by the Association's certification shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this Agreement.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 MANAGEMENT RIGHTS

While the Employer customarily delegates to appropriate faculty member groups responsibility for determining which courses and sections shall be timetabled in any semester; for assigning instructional duties to instructors; for determining instructor's home campus; for requiring instructors to develop new courses or to revise existing ones; for ongoing program development and revisions; this delegation shall not be construed to abrogate the Employer's rights with respect to these functions but neither shall it be unreasonably withheld. Generally, and without being limited by the foregoing, the Employer has the right to manage, operate and direct the working force of the Employer.

The Employer agrees that these rights will be exercised in a manner consistent with the provisions of other articles in this Agreement.

2.02 CONTRACTING OUT

The Employer agrees not to contract out any work presently performed by faculty members covered by this Collective Agreement which would result in the laying off of such faculty member(s).

2.03 ASSIGNMENT OF OTHER DUTIES

- (a) The Employer may allocate program/curriculum development projects or special projects to faculty members and on such occasions shall provide adequate time to accomplish the agreed-upon task.
- (b) The Association shall be provided with details of such time releases including the faculty member(s) involved, the amount of time provided, and the duties undertaken, within 15 working days of the faculty member being notified of the project assignment. This applies to those normally teaching but released from teaching.
- (c) In the case of program development projects of duration of one semester or more, notice shall be given to all faculty members of the proposed projects and applications invited. However, if the parties mutually agree the project is specific to a discipline/program, the Employer may give notice (a minimum of 5 working days) only to faculty members in the discipline/program. Selection and appointment shall be in accordance with the principles of Article 4.02.
- (d) In the case of program development projects of duration of less than one semester, the advice of the appropriate discipline or program group will be sought prior to the appointment of personnel to the project.

ARTICLE 3 – KFA RECOGNITION, RIGHTS AND SECURITY

3.01 KFA AS EXCLUSIVE BARGAINING AGENT

The Employer recognizes the KFA as the exclusive bargaining agent for all Instructors, Counsellors and Librarians employed by the University College, *including* Continuing Education *faculty*.

3.02 MAINTENANCE OF MEMBERSHIP

Faculty members covered by the certification who, at the date of ratification were members of KFA, shall maintain their membership in good standing as a condition of continuing employment.

3.03 MEMBERSHIP OF NEW FACULTY

From the ratification date of this agreement new faculty members covered by the certification shall become members of KFA on the first day of the calendar month following commencement of their employment and shall maintain membership in good standing in KFA as a condition of continuing employment.

3.04 DUES DEDUCTION

Deduction of Union dues as a condition of employment will be applied to all members of the bargaining unit.

All deductions of dues shall be remitted by the Employer to the agent appointed by the Association not later than fifteen (15) days after the date of deduction.

3.05 AMOUNT OF DUES AND FEES

The Association shall advise the Employer in writing of the amount of its regular monthly dues. The amount so specified shall continue to be the amount of the Association's regular monthly dues and shall continue to be the amount to be deducted until changed by further written notice to the Employer from the President of the Association. Upon the Employer's receipt of such notice, the changed amount shall be the amount deducted for the following month.

3.06 MEMBERSHIP AND DUES AUTHORIZATION FORMS

The Employer shall provide application for Membership forms as well as Dues Authorization Forms to all new faculty members at the earliest date following commencement of employment. Copies of signed forms will be forwarded by the Employer to the KFA.

3.07 ASSESSMENTS

The Employer shall deduct duly-authorized assessments from faculty members who are members of the Association in accordance with Association by-laws within forty-five (45) days of a request to do so by the Association. The Employer agrees to forward the assessment to the Association within fifteen (15) days of the deduction. The Association agrees to limit its request for an assessment to one (1) request per calendar year.

3.08 COPIES OF AGREEMENT

The Association and the Employer agree that all faculty members shall be familiar with this Agreement, and their rights and obligations under it. For this reason the Employer shall provide, at its cost, sufficient copies of the Agreement so that every faculty member has a copy.

Newly appointed faculty members shall receive a copy of the current Agreement when they are sent their initial contract or letter of appointment.

3.09 FACULTY ASSOCIATION BUSINESS

- (a) The Association President and Vice-Presidents, in order to fulfil their responsibilities as the elected officers representing the welfare of the Association, will be freed from obligations normally required of a faculty member with respect to committees and related work.
- (b) The Association will be allowed the use of reasonable bulletin board space and similar space in the University College newspaper.
- (c) The Association will have the right to use Employer's facilities for meeting purposes free of charge.
- (d) Should the Association require office space for its administration, the Employer will provide such space on the home campus of the Association President.
- (e) One Association designate will be furnished with a copy of the Agenda and other public information assembled for University College Board meetings. This material will be mailed to the Association at the time of distribution to the University College Board. Approved minutes of all University College Board meetings will be distributed similarly.
- (f) (i) The Association will be furnished with a listing of faculty members by October 15th and

February 15th each year which shall include names, addresses, type of appointment, term of appointment, discipline/program and salary placement;

- (ii) The Association shall be notified of all faculty hirings within fifteen (15) working days of the faculty member commencing work;
- (iii) The Employer agrees to provide to the Association available information of the cost of salaries and benefits used for costing in collective bargaining.
- (g) The Employer recognizes the Association's right to select Representatives to represent faculty members. The Association agrees to provide the Employer with a list of the faculty members designated as Representatives. It is agreed that Employer work performed by faculty members will not be affected by any Association business.

3.10 PICKET LINES

- (a) Faculty members covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a strike as defined in the Labour Relations Code of B.C. or in the Canada Labour Code.
- (b) Failure to cross a picket line encountered in carrying out the Employer's business shall not be a violation of this Agreement nor shall it be grounds for disciplinary action.
- (c) Faculty members will not receive pay for work not performed as a result of observance of picket lines.

3.11 FACULTY ASSOCIATION LEAVE

- (a) To facilitate the operation of the Collective Agreement and Employer/Faculty relationships, the Association will be provided quarter-time leave of absences without loss of pay for one of its members in two semesters each year. Additional leaves of absence shall be at replacement cost.
- (b) The Employer agrees that, while the granting of leave in excess of half-time for any one individual is subject to the Employer's educational requirements, approval shall not be unreasonably withheld.
- (c) The request for all such leaves shall be made by the Association in writing to the appropriate administrator responsible and the *Associate Vice President*, Human Resources by May 15 for Fall leaves and November 1 for Spring leaves.
- (d) A faculty member selected for a full-time position in the College-Institute Educators' Association of B.C. or in any successor organization to C-IEA shall be granted full-time leave of absence subject to the following conditions:
 - (i) As soon as possible in advance of the leave, the Association shall notify the Employer of the possibility of this clause being invoked. Notwithstanding the foregoing, the Association shall provide the Employer with written notice by June 1 for Fall leaves and November 1 for Spring leaves;
 - (ii) A faculty member on leave under this clause shall continue to receive full salary and the benefits from the Employer. The Association shall, on a monthly basis, reimburse the Employer for the full amount of the faculty member's salary and benefits. Reimbursement will be effected by the Employer directly deducting the full amount of the faculty member's salary and benefits from the Association member dues on a monthly basis. In the event the

membership dues are not enough to cover the faculty member's monthly salary and benefits, the Association will remit the outstanding balance on a monthly basis.

- (e) Meetings between representatives of the Association and the Employer shall be held at times mutually agreeable to the parties. Every effort shall be made to hold such meetings at times that do not conflict with the teaching or duty schedules of the faculty members involved.
- (f) Any leaves granted under this section shall count as eligible time towards full-time equivalent (FTE) service whenever such service is referred to in the Agreement.

ARTICLE 4 – SEARCH PROCEDURES

Any disputes arising from the outcome of a search process will be immediately referred by the complainant (or the KFA on his/her behalf) to the Labour Management Relations Committee, who will examine and make findings regarding the fairness of the process. The LMRC shall render its findings within 10 working days from the date the matter was referred to it. This deadline may be extended up to 5 working days by the LMRC. The grievance timelines will commence at the date the LMRC issues its findings.

4.01 WRITTEN CONTRACTS

- (a) All faculty members employed by the University College shall be offered appropriate written contracts. In the event Article 1.04(d) applies, contracts shall specify the rate of pay and the period of appointment, including any vacation, professional/curriculum development, and accountable time required by the terms of this agreement.
- (b) Faculty members shall be given a copy of any employment notice affecting their own employment.

4.02 SEARCH FOR REGULAR AND *NON-REGULAR TYPE 2* FACULTY MEMBERS

Preamble:

Whenever a vacancy arises, as determined by the Employer, it shall be filled by the following process:

Formation of a Search Committee

- (a) The Search Committee shall consist of three (3) members: two elected annually by the discipline/program and one designated by the University College President or his/her designate. The parties will consider variations to the standard committee format when positions for service courses are involved or in unusual situations that may arise. In the event faculty members have not been elected or the faculty member(s) elected declines to participate in the search process for any reason, the Faculty Association shall appoint a replacement to the Search Committee.

The Administrative designate will be responsible for providing institutional support; the faculty members will provide expertise on subject/instructional matters.

- (b) Where the appointment is in a new discipline or program field the Search Committee shall be appointed by the University College President or his/her designate after consultation with the Association.

- (c) All regular and ***non-regular type 2*** faculty members who are part of the discipline(s) or closest related discipline(s) shall be eligible for membership on the Search Committee, unless a conflict of interest is deemed to occur.
- (d) If a candidate has any concerns relating to bias or conflict of interest on the part of a Search Committee member, those concerns should be brought to the Employer's attention by the Faculty Association before the commencement of the interview process. Otherwise, the Employer will assume that the composition of the Search Committee is acceptable to the candidates and to the Faculty Association.

Posting of the Vacancy

- (e) Representative(s) designated by the Search Committee shall conduct all interviews. The Search Committee shall review all written applications and supporting material, including the applicant's personnel file and shall compile the interview list. Representative(s) designated by the Search Committee shall conduct all interviews.

Search Process

- (f) The Search Committee shall prepare a short list of qualified candidates with rationale and specific recommendations for the University College President or his/her designate. In the event that a member of the Committee does not concur with the list(s) submitted by the other 2 (two) members of the Committee, that member may submit a separate short list of qualified candidates with rationale and specific recommendations for the University College President or his/her designate.
- (g) In the event that more than one list is submitted to the University College President or his/her designate or he/she does not wish to follow the Committee's recommendation when making the appointment he/she will meet with the Committee to provide his/her rationale, and attempt to resolve the matter before taking action. The University College President or his/her designate may decide on any one of the following:
 - (i) make an appointment from any list submitted by member(s) of the search committee;
 - (ii) not make an appointment and direct that the search process recommence or cancel the vacancy. However, a vacancy shall not be cancelled solely as a result of the search process.
- (h) In the event that the short list is exhausted, and the Employer still intends to fill the position, the search process shall recommence.
- (i) In the event a regular position is advertised and the position has been filled by a ***non-regular type 2*** faculty member for two or more years, the ***non-regular type 2*** faculty member who has been filling the position will be given preference over other applicants providing the qualifications, abilities, and experience of the ***non-regular type 2*** faculty member are equal to the other applicant(s).
- (j) When a new position is proposed, the job description and the job advertisement will be drawn up in consultation with the appropriate discipline/program Search Committee.
- (k) Copies of advertisements for positions will be posted on each campus for a minimum of two (2) weeks and, where appropriate, will be publicized in in-house publications.
- (l) All applications for posted positions shall be in writing and shall be reviewed by the Search Committee or its designate(s).
- (m) In the event a ***non-regular type 2*** faculty member has satisfactorily filled a ***non-regular type 2*** appointment and if the ***non-regular type 2*** position continues to exist and is filled by the

Employer, the *non-regular type 2* faculty member who has been filling the position will be offered the appointment. (*See Article 1.04(e) on regularization.*)

- (n) *Non-regular type 1* faculty members who have two (2) or more years FTE service as per Article 1.04(i) and who have successfully taught in the discipline/program will be given preference over other applicants for *non-regular type 2* positions, providing they have the qualifications and abilities for the *non-regular type 2* position.

4.03 FACULTY OVERLOAD

When the Employer does not have the capacity to offer a course section by assigning a regular or *non-regular type 2* faculty member that section as part of his/her workload, a qualified *non-regular type 1* instructor may be hired.

In the event that a qualified *non-regular type 1* instructor cannot be found to teach the course, the Employer may, with the faculty member's agreement, engage a regular or *non-regular type 2* faculty member to take the course on an overload basis (e.g. reduced workload in the subsequent semester, or if not possible, paid for the extra course on an equivalent contract basis).

4.04 SEARCH FOR NON-REGULAR TYPE 1 FACULTY MEMBERS

Whenever a need arises for *non-regular type 1* faculty members, it shall be filled by the following process:

- (a) The Search Committee established in Article 4.02(a) shall compile an interview list of applicants for *non-regular type 1* employment.
- (b) Representative(s) designated by the Search Committee shall conduct all interviews.
- (c)
 - (i) The Search Committee shall prepare a *qualified faculty list* of suitable candidates including the Committee's rationale and recommendations regarding specific courses. This *qualified faculty list* shall be of sufficient length to provide for immediate and foreseen needs in the subsequent year, and shall be maintained by the administrator responsible who will, when requested, communicate same to any interested party.
 - (ii) When a *qualified faculty* list of suitable candidates is established, the primary consideration will be the applicant's qualifications, abilities and experience in relation to existing vacancies or anticipated vacancies. In the event the qualifications, abilities and experience of two or more applicants are equal, preference will be given to applicants who have two or more years FTE service as per Article 1.04(i).
 - (iii) *Non-regular type 1* faculty members with 2 years FTE service who have received only evaluations that are satisfactory or better, who have received no written disciplinary action and who are deemed suitable by the Search Committee, shall be retained on the *non-regular type 1* inventory.
 - (iv) The Employer is not obligated to offer contracts to *non-regular type 1* faculty members on a *qualified faculty* list; however, when the Employer does offer contracts the process in Article 4.04(d), subject to Article 4.04(f), will be followed.
- (d) From the *qualified faculty list* established above, the administrator shall designate *non-regular type 1* assignments. In designating contracts, the administrator will give preference to candidates who have two or more years FTE service as per Article 1.04(i), in the event the candidate's qualifications, abilities and experience are equal in relation to the specific *non-regular type 1* assignment. Notwithstanding the above, a regular faculty member who is eligible for recall

under Article 7.08 and who is qualified to be placed on a *qualified faculty* list as determined by the search committee shall be offered the *non-regular type 1* appointment that he/she is qualified for. The regular faculty member's right to recall to a regular full-time position under Article 7.08 shall not be lost if he/she accepts or refuses such an offer.

- (e) The administrator responsible shall offer a contract to the designated *non-regular type 1* instructor. In the event that the designated instructor declines the contract, the administrator responsible shall offer the contract to a suitable candidate from the inventory established by the Search Committee.
- (f) In the event that the *qualified faculty list* is exhausted and time does not permit the process specified in Article 4.04(a) through 4.04(e) to be followed, the administrator responsible shall make the appointment.
- (g) All *non-regular type 1* offers will be made in writing. For scheduled classes, the Employer will issue contracts at least thirty days prior to their commencement. Contracts for unscheduled classes and for replacement instructors will be issued as required.

4.05 CONVENERS AND PROGRAM COORDINATORS

- (a) The Employer agrees to establish, maintain and continue the positions of *chair* and coordinator *agreed to at LMRC* unless there are demonstrable reasons for discontinuing the position(s).
- (b) Whenever a vacancy arises for a *chair* it shall be filled by the following process:
 - (i) all faculty members of the discipline(s) or program(s) or closest related discipline(s) or program(s) shall be eligible to vote for *chair*;
 - (ii) all regular faculty members of the discipline(s) or program(s) or closest related discipline(s) or program(s) shall be eligible to be elected as *chairs*;
 - (iii) the *chair* shall be elected for a three-year term;
 - (iv) the administrator responsible shall offer an appointment to the faculty member(s) so chosen;
- (c) (i) vacancies for program coordinators will be filled in accordance with procedures described in Article 4.02;
- (ii) a coordinator's term of appointment is for a maximum period of three (3) years.
- (d) Duties and responsibilities of *chairs* and coordinators will include those *agreed to at LMRC*. Additional duties and responsibilities applying to a specific discipline/program will be mutually agreed upon by the *Chair/Coordinator* and their Dean after consultation with the discipline/program.
- (e) (i) the incumbent(s) can be removed at any time from the position of *chair* or coordinator:
 - by majority vote of the faculty members present and voting at a duly called meeting of the discipline(s) or program(s);
 - or by the Employer for just and reasonable cause.
- (ii) upon completion of a term(s) as a *chair* or a coordinator or removal from a *chair* or coordinator position, the faculty member will resume his/her former regular position or an equivalent position without loss of seniority and benefits.
- (f) A *chair* or coordinator may serve for a maximum of two consecutive three year terms.

- (g) If a current faculty member was hired to be a coordinator ***and failure to be re-appointed would result in a layoff***, or where there is only one faculty member in a discipline/program, or if agreed to by a majority vote of the faculty members in the discipline/program and approved by the Dean, the limit for coordinator contained in Article 4.05(f) will not apply.
- (h) When a vacancy is unable to be filled by the above process, it is understood that the administration will assume the duties normally performed by the ***chair*** or program coordinator.
- (i) Time assignments for ***chairs*** and coordinators ***are identified and maintained by LMRC***.

4.06 PROBATIONARY PERIOD

- (a) Faculty members are employed for a probationary period of two years' FTE service prior to the offering of a continuing appointment. Full-time ***non-regular type 2*** faculty members service for the ***twenty-four (24) months*** immediately prior to the regular appointment will be recognized to fully satisfy the probationary period. ***Faculty who have worked full-time for two (2) semesters or eight (8) months in the twelve (12) months immediately prior to the appointment or faculty who have worked at least 50% of a full-time workload in the twenty-four (24) months immediately prior to the appointment will have that service*** recognized to satisfy the probationary period by a maximum of one (1) year.
- (b) Evaluation during the probationary term: At least once per year (no more than twice with a minimum of 60 days between) during the probationary term the administrator responsible, after consulting with the current Search Committee, will give a report to the faculty member in writing. Should there be inadequacies in performance, needs or concerns, these will be enumerated and positive suggestions made for each. If after a second evaluation the required levels of improvement have not been reached, or it appears that a recommendation for a continuing appointment may not be made, then the administrator responsible, in consultation with the current Search Committee, will, two months prior to the expiry of the probationary term, notify the University College President or his/her designate who may determine that:
 - (i) a contract for a further probationary term be offered;
 - (ii) a continuing appointment be offered, or
 - (iii) no other contract be offered.

In accordance with Article 4.06(a) the first two years of ***non-regular*** service are deemed to be probationary in nature and thus, by definition, the evaluation requirement and procedure described herein apply.

- (c) Two months prior to the expiry of his/her probationary ***period*** a regular faculty member on probation shall be advised in writing ***whether the probationary period has been successfully completed. If the probationary period has not been successfully completed***, the faculty member shall be advised in writing of the reasons.
- (d) Where a probationary faculty member is on a leave (other than under Article 13.05) greater than 30 days or on STIP/LTD, the probationary period may be extended by the length of the leave. The faculty member and the KFA will be notified of this extension by the Dean.

4.07 PROBATIONARY PERIOD – ***NON-REGULAR TYPE 1*** FACULTY MEMBERS

- (a) An evaluation of work performance may be conducted for each contract of a ***non-regular type 1*** faculty member to a maximum of two years FTE service. This probationary period is to provide

an opportunity for the Employer to determine whether the faculty member will be satisfactory or unsatisfactory as per Article 4.08.

- (b) Evaluation of ***non-regular type 1*** faculty members is carried out by the administrator responsible. Normally, the evaluation shall examine and rate the ***non-regular type 1*** faculty member's teaching performance. The administrator responsible shall determine whether the ***non-regular type 1*** faculty member's teaching performance is satisfactory or unsatisfactory. It is agreed that the standard for satisfactory performance shall be determined by the Employer and shall be consistently applied.
- (c) The methods used to collect information may include the following but not be limited to:
 - (i) written faculty members peer evaluation;
 - (ii) written administrator evaluation;
 - (iii) written student evaluation;
 - (iv) written self-evaluation by the ***non-regular type 1*** faculty member.

Upon request, the faculty member shall receive a copy of all written evaluations. The final evaluation report will be discussed with the faculty member. The faculty member will sign a copy of the report indicating that the report has been seen and the faculty member will be given a copy of this signed report.

- (d) The faculty member can register agreement or disagreement with the report at this time or within seven (7) days he/she may submit a written response indicating agreement or disagreement with the report. This response shall be placed on the faculty member's personnel file.

4.08 PROBATIONARY TERMINATIONS

- (a) The probationary period is to provide an opportunity for the Employer to determine whether the faculty member will be satisfactory or unsatisfactory as a regular or ***non-regular*** faculty member. The factors involved in determining satisfactory performance shall be those factors that could reasonably be expected to affect work performance. It is agreed that the standard for satisfactory performance shall be determined by the Employer and shall be consistently applied. When the Employer, in accordance with the provisions of this article and Article 4.06 or 4.07 determines that a probationary faculty member will not be satisfactory as a regular or ***non-regular*** faculty member, Article 17.05 does not apply to the termination.
- (b) If a faculty member is terminated during his/her probationary contract, such termination may be grieved beginning at Step 2 (Article 17.02(f)) of the grievance procedure.

4.09 TRIAL PERIOD

- (a) Post-probationary faculty members may apply to the Employer to change disciplines/programs where a posted vacancy exists. Such faculty members will be given preference over other applicants providing the qualifications, abilities and experience of the faculty member meet the requirements of the position as determined by the appropriate Search Committee.
- (b) Post-probationary faculty members who change disciplines/programs will be subject to a one (1) year trial period. Should a change in discipline/program prove to be unsatisfactory to either the Employer or the faculty member, the faculty member will be returned to his or her former position, except in cases of reassignment under Article 7.04. Satisfactory performance will be based on established performance criteria.
- (c) The vacated position will not be deemed to be a regular position during the trial period. Vacated positions shall be filled as per Article 1.04(d) for a one (1) year period. Should the position continue after one (1) year, then Article 1.04(e) will apply.

4.10 SEARCH FOR ACADEMIC ADMINISTRATORS

- (a) Whenever a vacancy arises for the following positions: University College President, Vice-Presidents, Educational Deans or other similar excluded instructional administrative positions that may be created, the Association shall have the right to appoint two regular faculty members to any Committee established by the Employer to fill the position. In the case of the University College President, *Learning and Provost* Vice President, or *Learner Support* Vice President, the Association shall have the right to appoint up to 5 regular faculty members to ensure a balanced representation of faculty across the University College.
- (b) The above clause does not apply to the following:
 - (i) administrative positions that do not have faculty members reporting to them;
 - (ii) acting or temporary administrative appointments created for a period of six (6) months or less;
 - (iii) lateral re-assignment of administrative personnel.
- (c) In the event that an administrative position is filled by a faculty member of the University College, the position vacated by the faculty member will be filled with a one-year *non-regular type 2* appointment. If the administrative position is confirmed, then the vacated position shall be treated as a normal University College vacancy.

4.11 ADMINISTRATORS MOVING INTO FACULTY POSITIONS

- (a) Administrators shall have the right to teach at any time if needs exist and the University College President agrees. The Employer agrees to refer the matter to the appropriate Search Committee, which will review the qualifications, abilities, and experience of the administrator and make a recommendation to the University College President. This review would not apply to administrators who have taught at Kwantlen within the preceding two years and who are returning to the discipline/department where the administrator was previously employed. *The KFA shall receive a report on an annual basis identifying work that has been done under this article.*
- (b) Subject to the above clause, an administrator may transfer to a full-time faculty position in his/her field of expertise at any time if a vacancy exists. This transfer shall take priority over the applications of persons other than regular full-time instructors, but shall not operate to prevent a regular faculty member from being re-assigned under Article 7.05.

- (c) Article 4.11(a) shall not operate to displace a regular faculty member from his/her regular employment. Subject to Article 7.02, in the event that a lay-off is declared within a discipline or program, faculty members who have received their faculty positions through the operation of Article 4.11(b) within the year preceding the date of notification of lay-off, shall be laid off prior to other regular faculty members in the discipline or program. In addition to any faculty members FTE service in the past, notwithstanding the service loss provisions of 1.04(i), FTE service will accumulate from the date the former administrator's faculty duties are assumed.
- (d) Administrators assuming faculty responsibilities will be governed by Article 4.06 for all faculty activities in the event their faculty activities have not been previously evaluated.

4.12 ACCESS TO ADDITIONAL WORK FOR PART-TIME FACULTY

- a. When additional non-regular work becomes available within a discipline/program, it shall be offered by the administrator responsible to qualified part-time regular faculty in the discipline/program who want additional work. This only applies for access to work up to 100%.
- b. The determination of whether a faculty member is qualified will be made by the relevant Search Committee at the time of initial hire or subsequent review. Part-time faculty who want to be considered qualified for work for which they have not previously been vetted, must apply to the appropriate Search Committee.
- c. Notwithstanding this allocation of additional non-regular work to part-time regular faculty, the employer has the right to declare that a full-time or part-time position vacancy exists and to initiate the Search process.

ARTICLE 5 – TERMINATION OF CONTRACTS

- 5.01** The faculty member's contract may be terminated at any time by mutual consent of the faculty member and the Employer.
- 5.02** If two months' notice of intended termination is given, then either full vacation or pro-rated vacation (dependent upon which is appropriate) will apply. Pro-rated vacation shall mean vacation pay calculated on the basis of the completed portion of the contract year of the faculty member, using ten months as a base. Otherwise the Employer is not obligated to pay more than Employment Standards of B.C. requirements for vacation pay.
- 5.03** *Non-regular type 1* instructor contracts may be rescinded at the Employer's discretion:
 - (a) when minimum class size is not reached, or
 - (b) to provide a regular faculty member with a full load or a *non-regular type 2* faculty member with their original load as per their appointment letter.

Such action would not be subject to the grievance procedure.

- 5.04** *Non-regular type 2* faculty members may only be terminated during the appointment for one of the following:
 - (a) for just and reasonable cause under Article 17.05;

- (b) for probationary termination under Article 4.08;
- (c) **Non-regular type 2** faculty members may be terminated or reduced during or prior to their appointment in accordance with **Article 8** on Lay-off and Recall of **Non-regular** Faculty.

5.05 **Non-regular type 1** faculty members appointments may be terminated during the appointment for one of the following:

- (a) for just and reasonable cause under Article 17.05;
- (b) for probationary termination under Article **4.08**;
- (c) when contracts are rescinded under Article 5.03.

5.06 If a section offered by contract to any **non-regular type 1** instructor is cancelled, the Employer will pay a cancellation fee of \$500 as well as the hourly rate specified per class contact hours that may have occurred. In the event the contract offered does not equate to a standard three (3) credit course, the maximum \$500 cancellation fee will be pro-rated according to the following formula:

$$\frac{\$ \text{ value of contract issued}}{\$ \text{ value of 3 credit course}} \quad \times \quad \$500 \text{ maximum cancellation fee}$$

ARTICLE 6 – TECHNOLOGICAL CHANGE

6.01 DEFINITION

For the purpose of this Agreement, the term technological change shall mean change introduced by the Employer in modes of learning, in modes of delivery of learning, or in modes of delivery of related services where such change affects the security of employment of faculty members or significantly affects the terms and conditions of employment of faculty members or alters significantly the basis upon which this Agreement was negotiated.

6.02 NOTICE

When the Employer intends to introduce technological change or is considering the introduction of technological change:

- (a) the Employer agrees to notify the Association as far as possible in advance of its intention and to update the information provided as new developments arise and modifications are made;
- (b) the foregoing notwithstanding, the Employer shall provide the Association with at least four (4) months' notice that a technological change is intended, with a detailed description of the change it intends to carry out and with a disclosure of all foreseeable effects and repercussions on faculty members.

6.03 DATA TO BE PROVIDED

The notice mentioned in Article 6.02 shall be given in writing and shall contain pertinent data, including:

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

6.04 NOTICE TO EMPLOYEES AFFECTED

The notice mentioned in Article 6.02 and the information specified in Article 6.03 shall also be given to the faculty members who will be affected by the technological change.

6.05 CONSULTATION

Where the Employer has notified the Association of its intention to introduce a technological change, the parties shall meet within fifteen (15) days of the notice and shall endeavour to reach agreement on solutions to the problems, if any, arising from the intended technological change and on measures to be taken by the Employer to protect the faculty members from any adverse effects.

6.06 RESULTING AGREEMENTS

Agreements reached between the parties under Article 6.05 shall be concluded in writing and such agreement shall have the same effect as the provisions of the existing Collective Agreement.

6.07 GRIEVANCES PERTAINING TO TECHNOLOGICAL CHANGE

Grievances over the application, operation, or alleged violation of Article 6 shall commence at the level of the University College President (see Article 17.02(g)).

6.08 EFFECT OF DISPUTE RESOLUTION ON INTRODUCTION OF TECHNOLOGICAL CHANGE

Technological change shall not be introduced by the Employer until the matter, including any question as to whether or not the change in dispute is in fact technological change, has been resolved by agreement under Article 6.06 or arbitration. Notwithstanding the foregoing, the Employer may introduce the technological change nine (9) months after the notice in Article 6.02 was given.

6.09 REDUCTION IN NUMBER OF REGULAR FACULTY MEMBERS AS A RESULT OF TECHNOLOGICAL CHANGE

In the event of a reduction in the number of regular faculty members as a consequence of technological change, such reduction shall be governed by the procedures for lay-off and recall set out in Article 7.

ARTICLE 7 – LAYOFF AND RECALL – REGULAR FACULTY

7.01 The Employer may lay off a regular faculty member due to technological change; shortage of operating funds; elimination or reduction of programs or courses or services; decline in enrolment; external decision or recommendation; or changing demand for Employer services. The procedure below in Articles 7.02 - 7.10 shall apply. In this article, faculty member means regular faculty member.

- 7.02**
- (a) Where it needs to be determined which specific faculty member from within a discipline/program would be laid off, the decision shall be made on the basis of least total FTE service as defined in Article 1.04(i).
 - (b)
 - (i) Where a faculty member in a discipline/program has been identified under Article 7.02(a) and the remaining faculty members in the discipline/program do not have the necessary qualifications, experience and abilities to instruct the remaining courses or perform the remaining services in the discipline/program, the provisions of 7.02(a) shall not apply to the faculty member identified;
 - (ii) In the event Article 7.02(b)(i) applies, the determination of the faculty member to be laid off in the discipline/program shall recommence with the faculty member with the next to least total FTE service, as defined in Article 1.04(i). This process will continue in reverse order of FTE service (least to most) in the discipline/program until a faculty member's position has been identified;
 - (iii) In the event a faculty member receives a layoff notice in a discipline/program that he/she was transferred to by the Employer from the discipline/program for which he/she was first hired, he/she may displace, if his/her FTE service as a regular faculty member as defined in Article 1.04(i) is greater, the faculty member with the least FTE service as a regular faculty member in the discipline/program for which he/she was first hired. This displacement is subject to the faculty member who is displacing another faculty member having the necessary qualifications, experience and abilities to perform the duties of the position.
 - (c) Any dispute as to the relevant discipline/program would be resolved at the Labour Management Committee.
 - (d) Should any question be raised by a faculty member or the Association as to whether a faculty member does have or does not have the necessary qualifications, experience and abilities to instruct the remaining courses or perform the remaining services in the discipline/program, the question shall be referred in writing within five (5) days to the Labour Management Relations Committee composed of an equal number of representatives of the Employer and the Association.

Should the Labour Management Relations Committee not resolve the question within fourteen (14) days, the Employer shall decide and the decision shall be subject to the grievance/arbitration procedures set out in Article 17.02 and 17.03. A grievance filed pursuant to this clause may be filed at Step 3 of the grievance procedure.

- 7.03** The affected faculty member will first meet with the appropriate Vice-President or designate to explore alternate job possibilities.
- 7.04** The administrator, after consultation with the affected faculty member and receipt of the relevant discipline/program advice, would determine if the affected faculty member, on the basis of his/her qualifications, experience and abilities could be re-assigned **as in 7.05**. The administrator's decision in this regard is subject to the procedure specified in 7.02(d).
- 7.05** For the purpose of Article 7.04 above, a **regular** position would be deemed to **be available for reassignment** if there was:
- (a) a posted vacancy for a regular position; or
 - (b) sufficient ongoing **non-regular work to provide regular status at 50% or greater**.

7.06 PROBATION

A faculty member having been re-assigned under Article 7.04 will be subject to a probationary period of up to one (1) year from the date of re-assignment. In the event the faculty member proves not to be satisfactory as per 4.08 during or at the end of the probationary period and is so advised by the Employer, the faculty member will be laid off and receive severance pay in accordance with Article 7.07. It is agreed that notice under Article 7.08 would not be served if a faculty member is laid off under Article 7.06.

- 7.07**
- (a) If the affected faculty member is unable to be re-assigned to one of the positions outlined in Article 7.05, he/she will be laid off, and he/she will receive one month's severance pay for every full year of FTE service to a maximum of ten (10) months' severance pay.
 - (b) A regular faculty member recalled under Article 7.08 shall repay any severance pay received at the rate of one month of severance pay (at the rate paid) for each year of full-time employment at the University College subsequent to the date of re-call. Such repayment shall occur at the end of each year of service.
 - (c) In the event a regular faculty member is recalled and again laid off and has repaid to the Employer severance pay pursuant to Article 7.07(b) during the period following his/her recall, the number of months of severance pay for the second lay-off shall be calculated as follows:

$$y = s - (x - r)$$

where y = number of months of severance pay due after the second lay-off.

x = number of months of severance pay paid upon the initial lay-off.

r = number of months of severance pay repaid to the Employer.

s = number of months of severance pay due under Article 7.07(a) if all FTE service were counted (maximum is 10 months).

- (d) ***A faculty member who has been paid his/her full severance entitlement and been recalled shall have the FTE service for any future severance start from the date of recall. If repayment occurred under 7.07(b), the FTE service for severance pay will be re-instated in an amount proportionate to the number of months repaid.***

- 7.08**
- (a) If there is a vacancy for a regular faculty member's position in a specific discipline/program, the Employer shall offer re-appointment to those faculty members who have been laid off under Article 7 within the past two years and who have the necessary qualifications, experience and abilities for the position. Judgment of qualifications, experience and abilities shall be made by the appropriate Search Committee as per Article 4.02. Such offers of re-appointment shall be made in the reverse order of lay-off among the faculty members qualified for the position.
 - (b) To remain eligible for re-appointment under this clause, the laid off faculty member must keep the Human Resources Department informed of his/her mailing address and telephone number, promptly report any changes, and accept or reject notice of re-appointment from the Employer within fifteen (15) days of receipt of such notice. In the event the faculty member rejects the offer of re-appointment he/she shall lose all rights to re-appointment under Article 7.08.
 - (c) Faculty members on lay-off status under Article 7 shall not be entitled to health and welfare benefits and vacation pay.

7.09 A faculty member will be notified in writing stating the reason(s) for the lay-off. The Association will also receive a copy of such notice. The faculty member will be notified five (5) months in advance of any pending lay-off under this Article.

- 7.10**
- (a) The Employer shall engage in discussion and consultation with the Association on the lay-offs;
 - (b) The Employer shall give the Association an opportunity to present written submissions on the lay-offs;
 - (c) The parties agree that the consultation that takes place under Article 7.10(a) & (b) shall be on a without prejudice basis.

A faculty member laid off under Article 7, shall have his/her personnel file state that the faculty member was laid off and not dismissed for just and reasonable cause.

7.11 PARTIAL LAYOFF

- (a) Regular faculty members who have their workload reduced for the reasons outlined in Article 7.01 will receive right of first refusal for unassigned non-regular work which they qualify for until their original regular workload is attained.
- (b) *Regular faculty members whose workloads fall below 50% or for whom there is no other unassigned non-regular work for which they are qualified, may either:*
 - (i) accept the available workload and continue on regular status with pro-rated benefits and with right of first refusal for unassigned non-regular work they qualify for until their original workload is attained, or*
 - (ii) choose to be laid off under Article 7.07.*

ARTICLE 8 – LAYOFF AND RECALL OF *NON-REGULAR TYPE 2* FACULTY MEMBERS

1. The Employer may lay off (this includes partial reduction of a load) a *non-regular* faculty member due to technological change; shortage of operating funds; elimination or reduction of programs or courses or services; decline in enrolment; external decision or recommendation; or changing demand for Employer services. When lay-off of faculty members must occur, the procedure below shall apply.

2. Lay-off Sequence

The sequence for lay-off in a discipline/program must be:

- a) *Non-regular type 1* faculty members as per Article 5;
- b) *Non-regular type 2* faculty members using the method outlined *in this article below*;
- c) Regular faculty members as per Article 7 and **22.05**.

3. Lay-off Procedures

- a) Lay-off method for *non-regular type 2* faculty members is by least total FTE service as defined in Article 1.04(i).
- b) If a *non-regular type 2* faculty member has been identified for lay-off and remaining faculty in the program/discipline do not have the necessary qualifications, experience and abilities to instruct the remaining courses or to perform the remaining services in the discipline or program, or the remaining *non-regular type 2* faculty are not *on the qualified faculty list* for the remaining courses as set out in 3(c), the determination of the *non-regular type 2* faculty member to be laid off shall recommence with the *non-regular type 2* faculty member with the next to least FTE service as per Article 1.04(i).
- c) All *non-regular type 2* faculty will be sent a letter at the time of their appointment confirming *their placement on the qualified faculty list* and outlining the process to follow if they wish to be considered qualified for additional courses or areas. A copy will be placed on their Personnel file.
- d) A *non-regular type 2* faculty member will be notified verbally, then in writing, as early as possible, stating the reason(s) for the lay-off and the effective date of the lay-off. The Association will also receive a copy of such written notice.

4. Alternate Work

In the event work is not available in the discipline/program, the affected *non-regular type 2* faculty member shall meet with the appropriate Vice President or delegate to identify unassigned work for which the affected faculty member has been *placed on the qualified faculty list* in other disciplines/programs, or non-teaching work for which the faculty member has the necessary qualifications, experience and abilities.

5. Recall Procedures

- a) If work is available in a discipline/program, the recall shall be within the term of the affected appointment and the sequence for recall shall be:
 - (i) *Non-regular type 2* faculty members laid off from that discipline/program who are *on the qualified faculty list* for the work available according to reverse order of lay-off;
 - (ii) *Non-regular type 2* faculty members laid off from another discipline/program who are *on the qualified faculty list* for the work available according to reverse order of lay-off;

- (iii) **Non-regular type 2** faculty members laid off from any discipline/program who have the necessary qualifications, experience and abilities according to reverse order of lay-off.
 - b) Notwithstanding Article 4.04(d), **non-regular type 2** faculty members on lay-off shall, within the term of their original appointment, be entitled to compile a workload equal to that of their original appointment, prior to issuing work to **non-regular type 1** faculty members within their original discipline or program area.
 - c) To remain eligible for recall under this clause, the laid-off faculty member must keep the Human Resources Department informed of his or her telephone number, and promptly report any changes.
 - d) The faculty member will accept or reject notice of recall from the employer within 5 calendar days of receipt of such notice. In the event the faculty member rejects the offer of recall, or fails to respond to the time-limit above, the employer will offer that work to the next qualified person in reverse order of lay-off.
 - e) Salaries and other entitlements are to be readjusted when the laid-off faculty member is recalled for work which meets the criteria for **non-regular type 2** status under Article 1.04(d).
6. Cancellation Fees
- a) Cancellation fees shall be paid at the rate of \$500 for each 1/8 reduction of a full workload to a maximum of \$4,000. If a **non-regular type 2** faculty member is reassigned and that reassignment does not result in a loss of income, no cancellation fee will be paid.
 - b) When workload is partially reduced and cancellation fees are paid, a **non-regular type 2** faculty member still retains **non-regular type 2** status along with pro-rated entitlements provided the criteria in Article 1.04(d) are met. When the faculty member does not meet those criteria, the faculty member reverts to contract status.

7. Tiebreaker for Lay-Off and Recall

In the event of a tie in FTE service, and where both faculty members have the necessary qualifications, experience, and abilities, the decision shall be made by lottery.

8. Dispute Mechanism

Should any question be raised by the affected **non-regular type 2** faculty member or the Association regarding whether a faculty member has or does not have the necessary qualifications, experience or abilities to instruct remaining courses or to perform remaining services in the discipline/program, scheduling, or any other matter related to this **article**, the question shall be referred in writing to the Labour Management Relations Committee within five (5) days.

Should the Labour Management Relations Committee not resolve the question within fourteen (14) days, the Employer shall decide and the decision shall be subject to the grievance/arbitration procedures set out in Article 17.02 and 17.03. A grievance filed pursuant to this clause may be filed at Step 3 of the grievance procedure.

ARTICLE 9 – SALARIES – FULL-TIME REGULAR AND NON-REGULAR TYPE 2 FACULTY MEMBERS

9.01 Salary Scale

STEP	<i>April 1, 2001 to March 31, 2002</i>		<i>April 1, 2002 to March 31, 2003</i>		<i>April 1, 2003 to March 31, 2004</i>	
	ANNUAL SALARY	Bi-Weekly Salary	ANNUAL SALARY	Bi-Weekly Salary	ANNUAL SALARY	Bi-Weekly Salary
1	46,776	1799.08	47,712	1835.08	48,666	1871.77
2	48,158	1852.23	50,062	1925.46	51,063	1963.96
3	49,581	1906.96	52,412	2015.85	53,460	2056.15
4	51,046	1963.31	54,762	2106.23	55,857	2148.35
5	52,554	2021.31	57,112	2196.62	58,254	2240.54
6	54,107	2081.04	59,462	2287.00	60,651	2332.73
7	55,706	2142.54	61,812	2377.38	63,048	2424.92
8	57,352	2205.85	64,162	2467.77	65,445	2517.12
9	59,047	2271.04	66,512	2558.15	68,238	2624.54
10	60,791	2338.12	71,000	2730.77	73,257	2817.58
11	62,587	2407.19				
12	64,436	2478.31				
13	66,504	2557.85				

9.02 Faculty members will begin at Step 1 of the scale unless they advance up the scale according to the following:

- a) A person with a Bachelor general or honours degree or journeyperson ticket plus two years of relevant experience in the field will receive one additional step. Each year's experience relevant to the faculty member's appointment in the field of study, education, business or industry in excess of two years counts as one additional step.

OR

- b) A person with a diploma or professional accreditation plus five years of relevant experience will receive one additional step. Each year's experience relevant to the faculty member's appointment in the field of study, education, business or industry in excess of five years counts as one additional step

OR

- c) A person with senior matriculation plus eight years of relevant experience will receive one additional step. Each year's experience relevant to the faculty member's appointment in the field of study, education, business or industry in excess of eight years counts as one additional step.

- d) i) Advanced degree(s) are accredited as follows:
- | | |
|----------------------------------|---------|
| Masters | 1 step |
| Doctorate - All but Dissertation | 1 step |
| Doctorate | 3 steps |
| Masters + Doctorate | 4 steps |
- ii) Up to one extra step may be allowed if teaching experience or demonstrating experience increased the time required for the degree(s).
- iii) Other accreditation will be considered on an individual basis.
- iv) Persons who complete a graduate degree on their own time are entitled to have the year's experience count for an increment provided the Employer has not paid for the college or university fees and provided that the entire work for the advanced degree has been done on the individual's holiday time, not on Employer paid faculty member's time or on educational leave or any other form of paid leave and provided that such an increment would not place them on the scale at a step beyond nine plus the number of years' experience at the University College.
- v) A year's experience relevant to the faculty member's appointment in the field of study, education, business or industry, counts as one step.
- e) Special situations not covered by any of the above will be considered on an individual basis by the employer. Decisions made by the Employer on special situations may be appealed in writing to the LMRC within five working days.
- f) Based on FTE service, all regular and *non-regular type 2* faculty members will advance one step up the scale until their achievement of the top step. This step increase is payable on the first of the month concurrent with or next following the achievement of one year FTE service.

9.03 STARTING SALARY

The maximum starting salary level for a newly appointed faculty member is Step *10 (effective April 1, 2002 – Step 8, effective April 1, 2003 – Step 9)*. However, an appointee shall not be deemed to be starting with the University College if he/she has been previously employed by the University College and has not been absent from the University College's employ as a faculty member for longer than one semester (Spring, Summer or Fall) in that the specific Kwantlen experience, and Douglas experience prior to March 31, 1983, may be used to exceed the Step *10* maximum.

Effective April 1, 2004, section 9.03 will be deleted.

9.04 RECONSIDERATION

Faculty members who join the faculty are eligible to have their starting salary reconsidered on the basis of new information or reinterpretation of existing information for the first four months following the date their employment with the University College began.

Subsequently, changes in salary as a result of additional qualifications or re-evaluation of the qualifications acquired before the faculty member was employed at the University College will take effect the first of the month following the date of the notification to the *Associate Vice President*, Human Resources.

ARTICLE 10 – SALARIES – NON-REGULAR TYPE 1 FACULTY MEMBERS

10.01 SALARIES – NON-REGULAR TYPE I FACULTY MEMBERS

<i>April 1, 2001 to March 31, 2002</i>	<i>Contact Hours</i>	<i>Per Semester Credit *</i>	<i>Monthly F/T Equivalent **</i>	<i>Weekly F/T Equivalent</i>	<i>Hourly Rate</i>
Classroom Related	16	1648.67	4946.00	1141.38	71.34
Reality Environment	20	1648.67	4946.00	1141.38	57.07
Simulation Environment	24	1648.67	4946.00	1141.38	47.56
Individual Learning	24	1648.67	4946.00	1141.38	47.56
Practicum Supervision	32	1648.67	4946.00	1141.38	35.67

<i>April 1, 2002 to March 31, 2003</i>	<i>Contact Hours</i>	<i>Per Semester Credit *</i>	<i>Monthly F/T Equivalent **</i>	<i>Weekly F/T Equivalent</i>	<i>Hourly Rate</i>
Classroom Related	16	1681.67	5045.00	1164.23	72.76
Reality Environment	20	1681.67	5045.00	1164.23	58.21
Simulation Environment	24	1681.67	5045.00	1164.23	48.51
Individual Learning	24	1681.67	5045.00	1164.23	48.51
Practicum Supervision	32	1681.67	5045.00	1164.23	36.38

<i>April 1, 2003 to March 31, 2004</i>	<i>Contact Hours</i>	<i>Per Semester Credit *</i>	<i>Monthly F/T Equivalent **</i>	<i>Weekly F/T Equivalent</i>	<i>Hourly Rate</i>
Classroom Related	16	1715.33	5146.00	1187.54	74.22
Reality Environment	20	1715.33	5146.00	1187.54	59.38
Simulation Environment	24	1715.33	5146.00	1187.54	49.48
Individual Learning	24	1715.33	5146.00	1187.54	49.48
Practicum Supervision	32	1715.33	5146.00	1187.54	37.11

This is inclusive of vacation pay.

* Presume standard 3 credit course

** Normal monthly maximum

- 10.02** There is no obligation on the Employer to offer future contracts to faculty members in this category other than the procedural requirements specified in Article 4.04(d) and (e).

ARTICLE 11 – OTHER SALARY PROVISIONS**11.01 GUIDED STUDY COURSE CONTRACTS**

- (a) A Guided Study Course contract is an agreement among three parties: the Employer, an instructor and a student. Regulations dealing with Guided Study are found in the University College calendar. Regular and *non-regular* instructors who are not teaching *their* full course load during the semester may accept up to five Guided Study Course contracts during that semester. No additional fee shall be payable to the instructor under these circumstances. *Non-regular* and regular faculty members who are part-time or who have a full teaching load, may accept a Guided Study Course contract or contracts according to the following payment schedule:

\$200 per credit for first student and

\$ 75 per credit for each additional student.

- (b) Guided Study Course sections do not count toward part-time experience increment. Payment will not be made until a final grade, other than "I", is received by the administrator responsible. If a student vanishes or withdraws formally before the end of the course, the instructor will receive fifty percent of the fee.

ARTICLE 12 – WORKING CONDITIONS

12.01 NORMAL DUTIES

- (a) Faculty members are accountable for 10 months of the year. The 10 months accountable time includes such activities as teaching, the counselling of students, curriculum/program development, professional development and participation on a variety of educational committees.
- (b) At least one month before the commencement of any accountable time longer than four consecutive days, and covering activities other than teaching or professional development the faculty member will submit for approval to the appropriate administrator an activity plan for this period. Approval will not be unreasonably withheld.

On an annual basis, the faculty member will submit to the appropriate administrator a written report of their accountable time activities.

- (c) The purposes of curriculum development include course and curriculum expansion and/or maintenance, project and service development
- (d) Within the ten month accountable time, all regular and *non-regular type 2* faculty members will normally be assured a minimum of twenty-one (21) working days professional development time. Should any member elect to carry out curriculum development or other accountable, non-teaching work during the period, such work will be subject to the provisions of 12.01(b), or 12.03, if applicable.
- (e) At least one month before the commencement of any period of professional development, the faculty member concerned shall submit to the appropriate administrator an outline of his/her proposed professional development activities. The purposes of professional development for faculty members include maintaining currency in subject matter, instructional processes, technological developments, learning materials, library holdings and professional skills related to their position with the University College.
- (f) After consultation with the appropriate professional development committee, the administrator will notify the faculty member of approval, according to the criteria of Article 12.01(e). Approval will not be unreasonably withheld.
- (g) Written reports on professional development activities from faculty members will be appended to the self-evaluation component of performance appraisal reports. On an annual basis, faculty members will confirm completion of approved professional development activities.
- (h) If the needs of the Employer demand and if the Employer in writing requests him/her to do so, a faculty member may carry over a portion of his/her annual professional development time up to a maximum of ten (10) working days for use in the following year, at a time to be agreed upon by the faculty member and the administrator responsible. Such carryover of professional development time shall occur only with the agreement of the faculty member.

- (i) There is an inherent assumption that the duties of regular and *non-regular type 2* faculty members involve responsibilities beyond those expected of *non-regular type 2* faculty members.

12.02 CURRICULUM/PROGRAM DEVELOPMENT REQUIRING FUNDING

The Employer shall maintain a curriculum development fund to be administered by the Education Council. Application for curriculum/program development funds shall be made by the faculty member to the Educational Council or its designate. *Faculty members in non-semester based programs or services, whose proposals meet the proposal evaluation criteria, will be given priority in the assignment of funds. Any unused monies will be retained and rolled into the fund the following year.*

12.03 CONTACT HOURS

Preamble:

- (a) Faculty members, regardless of teaching mode, perform other duties directly related to their teaching. Although these duties will typically vary in degree with the instructional mode, they include in general: class preparation; assessment; meeting with students outside of class; internal liaison with other faculty members and/or staff; and external liaison.

The following descriptions are illustrative rather than exhaustive. The descriptions are not intended to alter existing modes or change past practice.

Weekly
Contact
Hours

Description of Teaching Modes

16

Classroom Related Instruction

In this mode faculty members work directly and continuously, as instructor or facilitator, with groups of students (e.g., seminar, lecture, tutorial, team teaching and co-operative learning).

In this mode the primary focus of faculty work beyond the contact hours is on course, class and assignment preparation, marking and other assessment of student work, and scheduled office hours.

20

Reality Learning Environment

In this mode faculty members work directly with students in an actual work setting to facilitate application of classroom-related and lab-related instruction leading towards development of problem-solving skills in a real life context. Student performance in the work setting is directly supervised by the instructor.

In this mode the primary focus of faculty-work beyond the contact hours is preparation for reality learning situations, assessment of students' ability to apply knowledge/skills, and internal and external liaison.

24

Simulated Learning Environment

In this mode, faculty members work directly with students in a simulated environment (e.g., labs, shops and studios) to facilitate accomplishment of program-defined goals related to proficiency development in problem solving and/or manipulating objects and materials.

Although similar projects are usually assigned for all students to work on at the same time, the instructor normally provides direction and feedback to students on a one-to-one basis.

In this mode the primary focus of faculty-work beyond the contact hours is on preparation for the simulated learning environment, and liaison with other instructors and/or staff.

24 Individual Learning Environments

In this mode faculty members plan and monitor each student's program within the class, teach mainly on an individual basis, and provide guidance and program adjustments as necessary. Learning is individually-paced.

In this mode the primary focus of faculty beyond the contact hours is on preparation of independent learning materials, assessment, monitoring of student progress, and internal and external liaison.

32 Practicum Supervision/Field Experience

In this mode, faculty members are involved with the student and workplace supervisor in on-the-job training. The primary role of the instructor is to communicate with the student and the supervisor regarding the standard of performance for work competency and to assist in assessment.

In this mode the primary focus of faculty beyond the contact hours is on planning and implementation, external liaison and student assessment.

- (b) Work schedules within the limits of the policy stated above shall be delivered in cooperation with the administrator responsible.
- (c) The average teaching load is determined over an entire academic year; eighteen hours of instruction per week in one semester and fourteen in the other, for example, constitute an average teaching load of sixteen hours for classroom related instructors.
- (d) There will be a maximum of seven hours daily classroom contact for faculty members, except where program requirements or physical facility limitations dictate a longer period. In such cases, the daily contact hours may be increased where it is agreed by the Association.
- (e) Nothing in this section is to be construed that:
 - (i) the classroom contact hours must be seven hours total per day, or
 - (ii) those contact hours so stated are the total hours work expected from faculty members.
- (f) Nothing in this section will be construed in such a way as to increase the instructional workload schedule over the load prescribed by past practices. The load for an instructor teaching in more than one instructional mode is pro-rated.
- (g) Unless there is prior consent, there shall be a minimum of twelve hours between the end of the regular or *non-regular type 2* faculty member's last class one day and the beginning of his/her first class the next day.
- (h) No regular or *non-regular type 2* faculty member shall be required to work a day consisting of more than ten hours from the beginning of the first class to the end of the last class without his/her consent.

- (i) Placement of disciplines/programs within this policy shall be undertaken by the administrator responsible in consultation with the faculty members in the discipline or program.
- (j) ***The faculty are entitled to have two consecutive days per week free of scheduled student contact hours. This entitlement is not intended to preclude other scheduling based on special circumstances or based on mutual agreement.***

12.04 WORKLOADS

The parties agree to the following provisions relating to faculty members' workload.

- (a) The registration limits for all courses currently offered by the Employer in the academic, career and technology areas are 35 unless established by practice as lower, excepting:
 - (i) Electronics Technology and Automation/Robotics which are at 40.
 - (ii) Swing shifts where the limit is the correct multiple of the number of sections involved.
 - (iii) Multiple sections where the limit is the correct multiple of the number of sections involved.

Where the utilization level(s) for educational activity in the theatre(s) at Surrey and Langley Campuses is/are below the previously established (1991-92) Surrey theatre educational activity utilization level, the Employer may require an instructor to teach in this mode.

- (b) The registration limits for English are as follows:
 - (i) Writing and Composition Courses - 25
 - (ii) Writing Skills -17
 - (iii) Creative Writing - 22
 - (iv) Literature - 35
- (c) Registration limits will be measured at the end of late registration.
- (d) The Employer will supply, in consultation with program faculty members and within its budget allocation, ***non-regular type 1*** faculty members to help with peak periods of critiquing of student work in Interior Design where such a need is identified.
- (e) For continuous intake, self-paced day students only, 1/4 time students shall count as 1/3 time, and 1/2 time students will count as 2/3 time in determining workload in Academic and Career Preparation.
- (f) Student/instructor ratios in Academic and Career Preparation are as follows:
 - (i) Intermediate/Advanced Provincial Level Courses -19/1
 - (ii) Fundamental (non-literacy) Level Courses -16/1
 - (iii) Literacy Level Courses -13/1

The above stated limits are subject to alteration if the Ministry changes the formula for funding these classes; generally, as the weighting factor continues to be adjusted upward, the student/instructor ratio will be adjusted downward and vice-versa. The parties agree that workload levels shall be tied to funding levels.

- (g) The registration limits in the Bachelor of Science in Nursing Program are as follows:

Semesters 1 - 5

Class Size Limits

Classroom Related	16
Reality and CPE (1 and 2)	8
Simulation	8
Preceptorship/Practicum/Diploma Exit	20

Semesters 6 - 8**Class Size Limits**

"Self and Others" Courses	20
Other Classroom Related	30
Simulation	10
Reality	15
Practicum/CPE (3,4, 5)	8 – 20 depending on mode of instruction

12.05 STUDENT INTERVIEW HOURS

Times and places on campus at which faculty members will be available for student interviews shall be published.

12.06 COURSE PREPARATIONS

No instructor shall be assigned more than three different course preparations within his/her workload in any semester without his/her consent.

12.07 COUNSELLORS, LIBRARIANS AND OTHERS**(a) Counselling Services Faculty Members**

The normal work week for faculty members covered under this section is 35 hours per week. The maximum for direct contact hours with students is 24 hours per week. Individual faculty members may elect to exceed this maximum. Where such faculty members are involved in instructional modes listed in Article 12.03, these shall be pro-rated. Scheduling work shall follow past practices and shall be delivered in cooperation with the administrator responsible. ***For part-time regular and non-regular faculty type 2 under this article, contact and non-contact hours shall be prorated proportionally.***

(b) Librarians

The normal work week for librarians is 35 hours per week. The maximum for reference desk coverage is 20 hours per week. Individual faculty members may elect to exceed this maximum. ***Where librarians are involved in instructional modes listed in Article 12.03, these shall be pro-rated.*** For part-time regular and non-regular type 2 librarians, part of their

assignment shall be scheduled as non reference desk duties as agreed upon by the librarian and the administrator responsible.

Scheduling work shall follow past practices and shall be delivered in cooperation with the administrator responsible.

(c) Other Faculty Members Not Covered Above

For these faculty members, work schedules shall follow past practices and shall be delivered in co-operation with the administrator responsible. Where other faculty members not covered

above and librarians are involved in instructional modes listed in Article 12.03, the workload shall be pro-rated.

12.08 TRAVEL

The Employer being a multi-campus institution, all faculty members are obliged to have access to transportation since they may be expected, subject to the following guidelines, to teach at one or more of the University College campuses or other locations where classes are scheduled:

- (a) Teaching at two locations on any one day may be required.
- (b) A faculty member shall not be assigned to teach at more than two locations in any semester without his/her consent.
- (c) A mileage allowance of 37 cents per kilometer. *If the employer adjusts the mileage rates for administrators during the life of this agreement, the above rates will be amended accordingly.* Mileage will be paid for authorized University College travel on the following basis:
 - the first campus reported to each day will for the purpose of this article be the home campus for that day and inter-campus mileage will accumulate from that location.
 - there will be no mileage claim allowed for travel from the last campus to home.
- (d) In the event a faculty member is required by the Employer to report to more than one campus per day in excess of six days per month, on a regular and continuing basis, the faculty member shall be reimbursed upon presentation of appropriate receipts and documents 100% of the annual incremental cost of the ICBC class 07 (business) premium that is over and above that for a class 02 (pleasure, drive to work or school). Such reimbursement is limited to one vehicle per faculty member and it is the responsibility of the faculty member to purchase class 07 vehicle insurance when necessary.
- (e) *Unreserved annual parking pass rates will be \$120.00 per year. Reserved annual parking pass rates will be \$200.00 per year.*

12.09 OFFICE SPACE

All faculty members teaching one-half time or more shall be provided with office space on the campus where the majority of their courses are taught. Further, the Employer will, upon the request of a faculty member, complete Income Tax Form No.T2200 (Declaration of Employment Conditions - Office or Employment Expense).

12.10 VACATION

- (a) The annual vacation entitlement for regular faculty members will consist of 42 working days. *Vacation days are intended to be 24-hour days free from scheduled contact hours; however, faculty may choose to take partial vacation days.*
- (b) In areas of the University College that must, by the nature of their work, operate on a more or less continuous basis, such as the Libraries, Admissions or Counselling, the administrator responsible, on consultation collectively with all available regular and *non-regular type 2* faculty members in the Division, shall recommend to the Employer suitable levels of operation to be maintained at varying times of the year, and set guidelines for the scheduling of vacation time. *Employee preferences for vacation schedules will be taken into consideration in those guidelines.*
- (c) If the needs of the Employer demand and if the Employer in writing requests him/her to do so, a faculty member may carry over a portion of his/her annual vacation up to a maximum of twenty (20) working days for use in the following year, either separately or continuously with his/her regular annual vacation, as may be agreed between the faculty member and the administrator responsible. Such carryover of vacation shall occur only with the agreement of the faculty member.
- (d) A regular faculty member who worked less than a complete ten (10) months' accountable time during an academic year shall earn vacation entitlement at the rate of 4.2 days for each month in which the regular faculty member has worked at least ten (10) days. For the purpose of this clause, work shall include and be limited to: all accountable time as specified in Article 12.01(a), all salary continuance time as specified in 15.04(a), all time spent on leave with pay under Articles 3.11, 13.01, 13.02, and 14, and time spent on suspension with pay under 17.05.
- (e) *Where a faculty member voluntarily elects to teach in three semesters, vacation time will be schedule intermittently throughout the academic year, taking operational requirements into account.*

12.11 GENERAL HOLIDAYS

- (a) The following have been designated as paid general holidays:

Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Eve Day
Canada Day	Christmas Day
British Columbia Day	Boxing Day
Labour Day	New Years Eve Day
	New Years Day

- and any other holiday proclaimed as a holiday by Federal or Provincial Government legislation.

- (b) Payment for paid holidays will be made at the rate of basic pay that the faculty member is receiving at the time of the holiday.
- (c) (i) Faculty members must work the last regularly scheduled day of work prior to the paid holiday and the first regularly scheduled day of work after the paid holiday in order to qualify for the paid holiday;
- (ii) It is agreed that regular faculty members, who on the last regularly scheduled day of work prior to the paid holiday, and on the first regularly scheduled day of work after the paid

holiday, are on approved leave with pay as provided for in Articles 3.11, **12.10**, 13.01, 13.02, 14 and **17.06(h)**, shall have been deemed to have worked the last regularly scheduled day of work before the paid holiday and the first regularly scheduled day of work after the paid holiday.

- (d) It is agreed that holiday pay is already included in the annual or pro-rata basic pay of regular faculty members and is included in the Per Semester Credit or Monthly F.T. Equivalent or Weekly Equivalent basic pay of *non-regular type 1* faculty members. In the event faculty members do not meet the qualifying conditions in Article 12.11(c) an amount equivalent to one (1) day's basic pay will be deducted from the annual or pro-rata basic pay or basic contract pay.
- (e) For the faculty member whose work week is from Monday to Friday and when any of the above-noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement, and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday) shall be deemed to be the holiday for the purposes of this Agreement.

12.12 PROFESSIONAL MEMBERSHIP DUES AND FEES

Where the Employer requires, as a condition of continuing employment, that a regular faculty member maintain a specified professional association membership, the Employer will pay the annual dues required to maintain such membership.

12.13 CROSS COLLEGE MEETING TIMES

The University College timetable shall provide two three-hour time blocks per week during which no classes shall be scheduled.

12.14 CHRISTMAS BREAK

The break between Christmas and New Years shall be accountable time for all faculty and shall not require attendance on campus.

In areas of the University College that must, by the nature of their work, operate on a more or less continuous basis, such as the Libraries, Admissions or Counselling, the administrator responsible on consultation collectively with all available regular and non-regular type 2 members in division, shall recommend to the employer suitable levels of operation to be maintained during this break.

ARTICLE 13 – LEAVE OF ABSENCE

13.01 BEREAVEMENT LEAVE

- (a) In the case of bereavement in the immediate family, faculty members not on leave of absence without pay shall be entitled to special leave at their regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five (5) working days. Immediate family is defined as a faculty member's parent, spouse, common-law spouse, child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, step parent, foster parent, step child, foster child.

- (b) One day to attend a funeral.

13.02 JURY DUTY AND COURT APPEARANCE

- (a) When summonsed to serve on a jury or when summonsed or subpoenaed to appear in court as a witness in any proceedings pursuant to any provincial or federal legislation, a faculty member shall receive leave of absence with pay.
- (b) When a regular faculty member is required to appear in court in his/her own defence he/she shall receive leave of absence with or without pay. The leave of absence shall be with pay unless the faculty member has been suspended without pay under Article 17.05.
- (c) A faculty member in receipt of his/her regular salary and benefits while serving at court shall reimburse to the Employer all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the Employer.

13.03 LEAVE OF ABSENCE WITHOUT PAY

- (a) Full or part-time leave of absence without pay may be granted at the discretion of the Employer. Faculty members may apply for job-sharing under the provision for part-time leave of absence.

Applications shall be made in writing to the administrator responsible.

All applications will be dealt with promptly and will not be unreasonably denied, nor dealt with in a discriminatory manner. The reply to an application for leave will be in writing.

Except in the case of leaves for short-term emergencies of thirty (30) days or less, the Employer may, at its discretion, require that the length of a leave coincide with the beginning or end of a semester or term of instruction.

- (b) Where a leave is granted, the faculty member's performance evaluation shall be extended accordingly.
- (c) No salary increment is payable for a period of leave of absence without pay unless the University College President, upon written request from the faculty member concerned, decides the leave is spent in the activities relevant to the University College curriculum. In this case, the faculty member will receive any salary adjustments for which he/she would normally be eligible. In the event that the University College President judges that the activities are not relevant to the University College curriculum, he/she will advise the faculty member as to the reasons for his/her decision in writing before the leave commences.
- (d) No benefits shall be payable by the Employer for faculty members on leave without pay, except as provided in this Agreement. For faculty members on part-time leave without pay, benefit premiums shall be payable by the Employer on a pro rata basis.

If a faculty member proceeding on leave without pay makes a prior payment to the Employer of both the faculty member's share and the Employer's share (pro-rated, if applicable) of any or all of the following benefits, the Employer shall remit these payments to ensure continuous coverage: Life Insurance, Medical Services, Dental Plan, and Long-Term Disability, subject to the Employer's contract with the insurer.

- (e) For leaves of longer than two months, the faculty member, no later than two months prior to the scheduled expiration of the leave, must confirm in writing his/her intent to return.

- (f) Employees shall not earn vacation or professional/curriculum development time when on leave of absence without pay for periods of longer than an accumulated period of thirty (30) days in a faculty member's contract year.

13.04 LEAVE OF ABSENCE WITHOUT PAY – *NON-REGULAR TYPE 1* FACULTY MEMBERS

Non-regular type 1 instructors who are unable to fulfil the terms of their contract(s) because of illness will, upon application, be deemed to be on Leave of Absence Without Pay for the affected portion of their contract(s).

13.05 MATERNITY AND ADOPTION LEAVE

- (a) When a faculty member presents the Employer with a certificate from a doctor stating the faculty member is pregnant and delivery of a child will probably occur on or about a specific date, the Employer shall permit that faculty member to be absent from work without pay at any time or times chosen by the faculty member for reasons related to the pregnancy during the eleven (11) week period immediately preceding the date of anticipated delivery.
- (b) A faculty member requesting post-natal leave shall present to the Employer certification by a doctor that the faculty member has been delivered of a child on a specific date. When the faculty member presents this certificate to the Employer, the Employer shall, according to the provisions of the Employment Standards Act, permit the faculty member to be absent without pay and may not permit the faculty member to return to work during the six (6) weeks following the date of delivery unless the faculty member requests a shorter period or during such period recommended in the doctor's certificate, whichever is longer.
- (c) If a regular faculty member is pregnant or delivered of a child, she shall, on request, be granted leave without pay for a period of up to twelve (12) months. Leave granted under Article 13.05(a) and (b) is included in the twelve-month period, i.e., the total leave granted in Article 13.05(a) and (c) will not exceed 12 months.
- (d) Any regular faculty member who declares that he/she is adopting a child shall, upon request, be granted a leave of absence without pay from the date the child is placed with the faculty member or on a mutually acceptable date, for a period of up to twelve (12) months.
- (e) The Employer, at its sole discretion, can extend the length of a leave to coincide with the beginning or end of a semester or term of instruction. Notice of such extension shall be given to the faculty member at the time the leave is granted.
- (f) The Employer will contribute its share of life insurance, medical and dental premiums on behalf of the faculty member proceeding on maternity or adoption leave in accordance with the provisions of the Employment Standards Act.

13.06 POLITICAL LEAVE OF ABSENCE

- (a) To enable a regular faculty member to contest a federal, provincial or municipal election, a political leave of absence without pay may be granted by the Employer for a period of up to six (6) weeks for a federal or provincial election, and up to two (2) weeks for a municipal election, except when the campaign period coincides with a normal vacation period. The leave will be subject to the following conditions:
 - (i) the work of the division of the Employer will not suffer unduly;
 - (ii) the request for political leave of absence must be submitted at least two (2) weeks prior to the first day of the leave period;

- (iii) the regular faculty member will pay the Employer's share of fringe benefit premiums.
- (b) In the event that a regular faculty member is elected to a part-time municipal office, short-term leaves of absence without pay may be granted by the Employer.
- (c) In the event that a regular faculty member is elected to a full-time political office, he/she will be granted a leave of absence without pay for one term of political office. Such a leave of absence will be governed by the provisions of Article 13.03.
- (d) Employees in pursuit of a political office or on the behalf of others, shall not carry out any political activities on Employer time, premises or with Employer equipment/services.

13.07 SECONDMENT/EXCHANGE LEAVE

- (a) A faculty member may apply to the Employer for secondment/exchange leave. Applications shall be made in writing to the administrator responsible. An exchange or secondment leave shall be for the purpose of enabling a faculty member to teach or to provide services at another institution, government, or in business/industry. During a secondment, the institution, government, or business/industry organization at which the faculty member is appointed shall be expected to reimburse the Employer for the faculty member's full salary and benefits. In an exchange leave, the Employer shall continue to pay its faculty member who has agreed to exchange duties with a faculty member from another institution, government, or business/industry. The faculty member from another institution, government or business/industry shall not be considered a member of the bargaining unit for the duration of the exchange.
- (b) A secondment/exchange leave may be for a period of up to one year, and may be renewed upon written application to the Employer.
- (c) All applications will be dealt with promptly and will not be considered in an arbitrary or discriminatory manner. The reply to an application for secondment/exchange leave will be in writing.

13.08 On returning from any leave of absence under Article 13, the regular faculty member is assured of resuming his/her previous faculty position and duties, or an equivalent position and duties without loss of FTE service or benefits. However, this does not preclude the Employer from laying off the regular faculty member under Article 7 while the regular faculty member is on a leave of absence under Article 13.

ARTICLE 14 – EDUCATIONAL LEAVE

14.01 Educational leave is a period of paid leave enabling a regular faculty member to be freed from regular responsibilities and to be provided with sufficient resources to enable him/her to pursue educational or personal development recognized as beneficial to the Employer.

14.02 Educational leave may be used for any of the following:

- updating experience in business, industry, community service, etc.;
- to further a faculty member's education;
- studying in-depth comparative systems and methods at different institutions;

- studies relevant to the Employer curriculum;
- research and/or publication of research (through electronic, print or media) relevant to the discipline, program or area of study;
- studying new technological developments related to the instructional or administrative role of the faculty member; and
- other activities calculated to be of mutual benefit to the University College community and the faculty member.

14.03 All regular faculty members are eligible for the two options specified in Articles 14.05 and 14.06, provided that minimum service requirements have been satisfied prior to commencement of the leave, and that a suitable replacement can be found for the period of absence. Where applications are of equal merit, faculty members who have not previously had leave will be given preference.

14.04 Faculty members who have been previously employed by the University College shall have this experience counted towards the minimum service requirement on a full-time equivalent basis. However, regardless of the number of years of service accumulated, no regular faculty member claiming *non-regular* experience for minimum service requirements shall be eligible to take educational leave until he/she has completed two years of regular service.

14.05 After a period of three years of full-time equivalent service a faculty member may receive four months' leave.

14.06 After a period of six years of full-time equivalent service a faculty member may receive one year's leave.

14.07 Variations in the dates of educational leave are possible.

14.08 (a) Faculty members on educational leave shall receive a salary 80% of the salary a faculty member would otherwise receive were he/she not on leave, unless the faculty member receives a grant, bursary, stipend, salary or other award, the value of which exceeds 20% of salary during the leave period: should this occur, the Employer will reduce its contribution to the point where the total monies received by the faculty member equal the faculty member's full-time salary. There is no limit to the amount of grants a faculty member may receive on leave.

(b) (i) Educational leave under Article 14.05 will entitle a faculty member to a six month period at 80% of salary, excepting where the conditions of Article 14.08(a) apply;

(ii) Educational leave under Article 14.06 will entitle a faculty member to a twelve month period at 80% of salary, excepting where the conditions of Article 14.08(a) apply;

(iii) A faculty member will be returned to full salary immediately upon his/her return to work.

14.09 (a) The Employer will allocate an amount equal to 2.1% of the regular and *non-regular type 2* faculty member's salary budget (minimum floor of \$45,000) to pay the cost of replacing faculty members on educational leave during the fiscal year.

The Association shall be notified of this amount based on the nominal roll as of 1 January.

- (b) Funds allocated to the Educational Leave Fund that are *not used in the current year will be carried forward for use in the subsequent year. Overuse of funds in the current year will be offset in the subsequent year.*
- 14.10** Three times a year - March 30, September 30, and January 30 - the Employer shall provide the Association with a listing of the funds committed and expended for educational leave purposes.
- 14.11** Members of the faculty on educational leave will receive any salary adjustments for which they would normally be eligible. The Employer will continue its full contributions to the benefit plans outlined in Article 15 for faculty members on educational leave.
- 14.12** Travelling expenses or special allowances awarded under terms of any scholarship or grant will not affect the faculty member's salary.
- 14.13** The Employer's contribution towards the educational leave salary shall be a debt by the faculty member to the Employer which shall be cancelled after a period of one year's service following a one-semester leave, or two years' service following a one-year leave; any debt adjustment shall be in these proportions.
- 14.14** Applications for leaves commencing in the next fiscal year (April 1 - March 31) shall be submitted by December 1st in the following manner:
- written applications are to be submitted to the administrator responsible, who will circulate the application to the appropriate groups (e.g., discipline, program, campus) and the applicant's administrator for comment on the value of the educational leave and the desirable form of replacement;
 - the application, together with the comments and recommendations, will then be submitted to the Educational Leave Committee, with a copy to the applicant;
 - the Educational Leave Committee will request the applicant to appear before the Committee to support his/her application.
- 14.15** The Educational Leave Committee will consider all applications submitted by the December 1st date and, by February 28th, will forward their ranked recommendations, together with their rationale for same, to the University College President. The Committee's report will state which applications it believes should be granted. Also, the Committee will send a copy of its report to the applicants.
- 14.16** By March 15th the University College President will advise the applicants of his/her final decision.
- 14.17** Applications submitted after December 1st will be considered on an individual basis only, after those submitted on time have been considered and dealt with by both the Educational Leave Committee and the University College President.
- 14.18** The Educational Leave Committee shall be composed of one representative elected from each professional development committee, and the administrator responsible. The elected representatives

shall serve for two academic years with half of the members being elected in alternate years. The chairperson of the Committee shall be elected by and from the Committee and shall serve for one calendar year.

- 14.19** Faculty members have an obligation to maintain contact with the Employer throughout their leave and to confirm their date of return no later than 40 calendar days prior to the agreed date.
- 14.20** Faculty members are required within two months of returning, to submit a final report to the administrator responsible. As well, they will be expected to participate in educational activities resulting from their educational leave, such as curriculum revision/development and presentations at professional development days.
- 14.21** On returning from education leave under Article 14, the regular faculty member is assured of resuming his/her previous faculty position and duties, or an equivalent position and duties, without loss of FTE service or benefits. However, this does not preclude the Employer from laying off the regular faculty member under Article 7 while the regular faculty member is on educational leave under Article 14.

ARTICLE 15 – HEALTH AND WELFARE

15.01 Medical Coverage

(a) Medical Coverage

The Employer is registered with the Provincial Government to provide all regular faculty members a basic medical plan in accordance with the Medical Services Plan of British Columbia. The monthly premium of the plan is assumed totally by the Employer for each eligible faculty member. Plan benefits will be paid in accordance with the schedule of benefits listed in the plan and will be subject to the limitations specified in the plan including eligibility requirements.

(b) Extended Health Benefits

The Employer, by means of a policy issued by the insurance company, provides extended health benefits, including an eye glass and contact lens option to all faculty members; a Visioncare benefit of \$300.00 every 24 months for employees and dependants; a Hearing Aid benefit of \$500.00 per five years for employees and dependants; and, out-of-province coverage to a maximum of \$25,000.00 per 24 months. The monthly premium for this benefit is assumed totally by the Employer for each eligible faculty member, spouse/common-law spouse and his/her dependants. Plan benefits will be paid in accordance with the schedule of benefits listed in the plan and will be subject to the limitations specified in the plan including eligibility requirements.

15.02 GROUP LIFE INSURANCE

The Employer, by means of a policy issued by an insurance company, provides life insurance for all regular faculty members. Participation in this plan is a condition of employment.

The premiums for the Life Insurance Plan are paid by the Employer. The Employer agrees to make available optional voluntary life insurance (maximum \$200,000) for regular faculty members and their spouse/common-law spouse, subject to the applicant meeting insurance company requirements. All premiums for this optional life insurance will be paid by the faculty member.

Life insurance benefits will be paid in accordance with the schedule of benefits listed in the insurance carrier's plan and are subject to the limitations specified in the plan including eligibility requirements.

15.03 DENTAL PLAN

The Employer pays the entire premium of a comprehensive dental plan. The plan pays for service for regular faculty members, their spouse/common-law spouse and his/her dependants.

- A. 100% of routine treatment, including diagnostic, preventive, surgical and restorative services, prosthetic repairs, endodontics and periodontics;
- B. 50% of major treatments such as crowns, bridges and dentures and extended endodontic and periodontal service;
- C. 50% of orthodontic treatment to a maximum of \$2,500 per patient.

Dental benefits will be paid in accordance with the schedule of benefits listed in the insurance carrier's plan, and subject to the limitations specified in the plan. The Group Policy, available for consultation in the Human Resources Department should be consulted for full details of the Plan.

15.04 SHORT-TERM ILLNESS PLAN

- (a) Faculty members do not accumulate sick leave benefits; rather the Employer pays an absent member his/her full salary for an absence not exceeding thirty (30) calendar days, reserving the right to demand a certificate from a medical practitioner who in some cases may be of the Employer's choice. The thirty calendar day period is accumulative to the extent that if a faculty member is absent, returns before thirty calendar days, and then within fourteen calendar days is absent again for the same or related illness, this counts as one thirty calendar day elimination period.
- (b) Any faculty member absent through illness or who expects to be absent will notify the Employer.
- (c) The Employer agrees to institute a 26-week Employer-paid sick leave plan to take effect after the 30 days referred to in Article 15.04(a). * This income replaces the faculty member's regular salary. Coverage is by means of a policy issued by the insurance company and benefits will be paid in accordance with the schedule of benefits listed in the insurance carrier's plan and are subject to the limitation specified in the plan including eligibility requirements.

* The employee portion of savings realized by the U.I. reduction program will be applied annually to partially offset benefit costs.

- (d) Where a faculty member is absent from work due to an injury which involves third party liability (i.e. ICBC), the faculty member must repay the Employer an amount equivalent to the sick pay received from the Employer and/or the insurance carrier upon receipt of the accident settlement.

15.05 LONG-TERM DISABILITY INSURANCE

- (a) Faculty members absent due to accident or illness for more than the twenty-six (26) weeks, receive benefits from the Long-Term Disability Plan beginning on the 213th day of illness. This income replaces the faculty member's regular salary. Premiums are paid by the faculty member so that the benefits are not taxable.

- (b) Coverage is by means of a policy issued by the insurance company and benefits will be paid in accordance with the schedule of benefits listed in the insurance carrier's plan and are subject to the limitation specified in the plan including eligibility requirements.
- (c) Where a faculty member is absent from work due to an injury which involves third party liability (i.e. ICBC), the faculty member must repay the Employer an amount equivalent to the sick pay received from the Employer and/or the insurance carrier upon receipt of the accident settlement.

15.06 SICK LEAVE – *NON-REGULAR TYPE 1* FACULTY MEMBERS

Article 15.04 (a) and (b) and Article 15.05(a) do not apply to *non-regular type 1* faculty members. The Employer shall establish a fund of \$10,000 per calendar year, from which *non-regular* faculty members may draw sick leave benefits as specified in Article 15.04(a). The fund shall operate on a first come, first serve basis. When the fund is exhausted, no further sick pay shall be provided to *non-regular type 1* faculty members during the calendar year.

15.07 COLLEGE PENSION ACT

Faculty members must contribute unless exempted by the Superannuation Commissioner following a resolution of University College Board made within thirty (30) days of beginning employment. The Act should be consulted for details.

15.08 REQUIRED DEDUCTIONS

- (a) Deductions are made from each pay cheque for Canada Pension Plan contributions, until the maximum annual contribution is paid.
- (b) Required U.I.C. contributions are deducted in accordance with existing legislation.

15.09 The Employer agrees to supply the Association with a copy of each faculty members benefit plan in force.

ARTICLE 16 – PROFESSIONAL DEVELOPMENT

- 16.01** (a) For the purposes of allocating professional development funds there shall be the following groupings of programs/disciplines and each grouping shall have a Professional Development Committee:
- (i) Science, Mathematics and Technology (including Applied Science, Biology, Chemistry, Electronics Technology, Automation/Robotics Technology, Environmental Protection Technology, Mathematics, Physics)
 - (ii) Humanities (including EASL, ELT, English/Creative Writing, Applied Communications, Fine Arts, Modern Languages, Philosophy, Humanities)
 - (iii) Social Sciences and Music (including Anthropology, Criminology, Geography/Geology, History, Political Science, Psychology, Sociology, Music)
 - (iv) Applied Design and Communications (including Fashion Design & Technology, Interdisciplinary Design Studies, Graphics & Visual Design, Interior Design, Journalism, Public Relations)
 - (v) Community and Health Studies (including Nursing, Early Childhood Education, Human Service Worker, Resident Care Attendant)
 - (vi) Business (including Accounting, Business Management, Economics, Computer Science, CBSY, CISY, Applied Business Technology, Marketing)
 - (vii) Applied Technology, Trades and Vocational (including Appliance Repair, Parts Apprenticeship for Partsman, Automotive Mechanics, Bricklayer/Cement Mason/Masonry, Carpentry/Building Construction, Computer System Technician, Floorcovering, Millwright, Outdoor Power Equipment Technician, Partsman, Upholstery/Auto Trim, Welding, **Drafting/CADD**)
 - (viii) Access Programs and Student Services (including Counselling, Recreation, **Access Programs for People with Disabilities**, EEAW/EEAM/EEAA, Access Centre, Academic and Career Preparation, Skills Development Training, Educational **Planning**)
 - (ix) Library and Cooperative Education (including Placement, Daycare)
 - (x) Horticulture, Farrier and Equine Studies (including Horticulture Technologies, Horticulture Apprenticeship, Horticulture Technician, Horticulture Part-time Studies, Farrier, Equine Studies, Floristry)
 - (xi) Continuing Education, Customized Training and **Contract Services, Public Safety Communications, HRTA/EQUA**
- Should the Employer establish a new discipline/program or move an existing discipline/program it will consult with the Association regarding the grouping into which the discipline/program shall be placed by the Employer.
- (b) The elected members of the Professional Development Committee for each group shall be at least three in number, or fewer if there are fewer faculty in the group. Elections shall be held in February/March every two years so that the new Committee takes effect April 1. One of the elected members shall be elected as Professional Development Chairperson.

- (c) Should the members fail to elect a Professional Development Committee before April 1, the Employer shall assign an administrator to perform all the functions of the Committee until such time as the faculty members elect the Committee members.
- (d) One of the members of each Professional Development Committee shall be elected to serve as the representative to the Educational Leave Committee. This elected member shall serve for two academic years.
- (e) Each Professional Development Committee has the responsibility of promoting, within the group, activities to enhance the academic, technical, and educational standards of the programs/disciplines. The Employer shall provide the appropriate Professional Development Committee with copies of any reports on professional development activities funded under Article 16.01.
- (f) In addition, each Committee has the responsibility of drawing up guidelines for the disbursement of professional development funds and receiving from the faculty members' applications for the use of such funds. These guidelines shall include that the proposed activity will be of benefit to the faculty member and the Employer. Such applications, together with each Committee's recommendation shall be forwarded to the appropriate administrator. Disbursement shall be over the signature of the administrator.

Approval will not be unreasonably withheld.

If the administrator does not sign the request, the Chairperson of the appropriate Professional Development Committee and the applicant shall be informed immediately and a reason shall be supplied. Where the administrator withholds approval, the matter may be appealed to the Labour management Relations Committee by the Professional Development Committee. The LMRC will issue a final and binding decision within 5 days of receiving the appeal.

- (g) A budget of \$550.00 for each full-time equivalent faculty member in a group (based on the enrolment and staffing report of October 31st prior) shall be allocated to each Professional Development Committee for the fiscal year. The administrator may not expend the funds allocated in this article that have not been recommended by the Professional Development Committee.
- (h) Three times a year - March 30, September 30, and November 30 - the Employer shall provide each Professional Development Committee and the Faculty Association with a listing of the professional development funds committed and expended by that Committee.
- (i) After January 30th of each fiscal year, funds remaining in all groups' Professional Development accounts shall be pooled. Nevertheless, a Professional Development Committee may commit an amount for a specific activity or activities which will occur by March 31st of each fiscal year and this amount shall not be pooled. The disbursement of funds from the pooled fund shall be governed in two steps. The first step shall consist of the applications and recommendations as described in Article 16.01(f). As a second step, such applications and recommendations from the grouping P.D. committee shall be forwarded for final approval to the joint advisory committee of the Professional Development Program as per Article 16.03(c). This committee shall deal speedily with the applications and recommendations from the grouping P.D. committees. The disbursements shall be over the signature of the administrator responsible University College-wide for professional development. The conditions with respect to the withholding of the administrator's signature shall be those as stated in Article 16.01(f). The activities carried out under the Professional Development Program as per Article 16.03 shall not be funded by the pooled funds.
- (j) Each Professional Development Committee chairperson shall be informed of the amount of the total pool by February 15th of each year.

- (k) Funds allocated to the Professional Development fund that are *not used in the current year will be carried forward for use in the subsequent year. Overuse of funds in the current year will be offset in the subsequent year.*

16.02 ORIENTATION OF NEW FACULTY MEMBERS

The Professional Development Advisory Committee established in Article 16.03(c) shall develop, by June 30th of each year, an outline for orientation of new faculty members. Such outline may provide for instructional skill development activities. The Association shall have the right to make a presentation by one member of the Association of no more than thirty (30) minutes as part of this orientation.

16.03 PROFESSIONAL DEVELOPMENT PROGRAM

- (a) The parties agree to continue a Professional Development Program for the maintenance and development of the faculty members' professional competence and effectiveness. It is agreed that maintenance of currency of subject knowledge, the improvement of performance of faculty duties, and the maintenance and improvement of professional competence, including instructional skills, are the primary professional development activities of faculty members.
- (b) Information collected as part of this program shall be the sole property of the faculty member. This information or any judgments arising from this program shall not be used to determine non-renewal or termination of a faculty member's contract, suspension or dismissal of a faculty member, denial of advancement on the salary scale, nor affect any other administrative decisions pertaining to the promotion or employment status of the faculty member.
- (c) A joint advisory committee consisting of three regular faculty members who shall be elected by and are P.D. Committee Chairpersons and three administrators shall make recommendations for the operation, financing and management of the Professional Development Program.

16.04 PERSONAL PROFESSIONAL DEVELOPMENT FUNDS

A budget of \$100.00 for each regular and non-regular type 2 faculty member shall be allocated each year. These funds will be held centrally and be spent at the sole discretion of the individual regular or non-regular type 2 faculty member on personal professional development activities to a maximum of \$100.00 per faculty member. Faculty members will be reimbursed upon submission to Financial Services of original receipts attached to an expense report. Personal professional development activities should be consistent with generally accepted professional development activities.

The budget will be established based upon the number of regular and non-regular type 2 faculty members based on the enrolment and staffing report of October 31st of the previous year. Funds not expended in the budget year will be carried forward and added to the funds available for educational leave in the following fiscal year.

ARTICLE 17 – DISPUTE RESOLUTION

17.01 INTERPRETATION

Where a difference arises between the parties relating to the interpretation of this Agreement, it may be settled by means of a jointly agreed to interpretation signed by the University College President and the President of the Association, or their designates.

17.02 GRIEVANCE PROCEDURE

- (a) A grievance is any complaint relating to the application, operation or alleged violation of this agreement or any question as to whether any matter is grievable or arbitrable.
- (b) A faculty member is encouraged to discuss, prior to the formal initiation of a grievance, any problems relating to his/her employment with the appropriate administrator to resolve the matter promptly and informally. The services of the Association Representatives are available to assist in informal resolution of these matters.
- (c) Any informal resolution of a grievance or complaint shall be consistent with this Agreement, but shall not be binding on the Employer, the Association, or any other faculty member.
- (d) If the Association is of the opinion that a complaint has been informally resolved in a manner inconsistent with the terms of this Agreement, then the Association may initiate a grievance on the informal resolution.
- (e) All formal grievances shall be initiated by the Association within twenty (20) days of the time that the Association could reasonably have become aware of the incident that is the subject of the grievance, or within twenty (20) days of the completion of any attempt at informal resolution (including discussion at Labour/Management Relations Committee) under Article 17.02(b), whichever date is later. A grievance shall be directed to the administrator responsible. Within five (5) days of receipt of a written grievance, the administrator shall discuss the grievance with a representative of the Association. The faculty member may choose to be present. Within eight (8) days of the receipt of a written grievance, the administrator responsible shall provide the Association with a written reply. The parties recognize the importance of confidentiality in all grievance proceedings and will endeavour to maintain confidentiality during each grievance process.
- (f) The Association will make every effort to state all articles allegedly violated by the Employer in all formal grievances. If the grievance is not satisfactorily resolved by Article 17.02(e), the matter shall be referred to the appropriate administrator who shall meet with a representative of the Association within seven days of the referral and shall reply in writing within ten days.
- (g) If the grievance is not satisfactorily resolved by Article 17.02(f), the matter shall be referred to the University College President who shall meet with a representative of the Association within seven days of the referral and shall reply in writing within ten days.
- (h) If a satisfactory settlement has not been reached at this point (after Article 17.02(g)), the matter shall be dealt with by arbitration as set forth in Article 17.03.
- (i) If a grievance is not advanced to the next stage within fourteen (14) days after completion of the preceding stage, it shall be deemed to have been abandoned and all rights of recourse to the grievance procedure shall terminate.
- (j) Any time limit and/or stage in the grievance process may be waived by agreement between the parties. Also, a policy grievance may be advanced immediately to Article 17.02(g) at the request of either party.

It is the intent of both parties to this Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end, an Arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in processing of the grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case. Time limits specified in Article 17 shall not be deemed to be nor construed as matters of technicality but as matters of substance.

17.03 ARBITRATION

- (a) Where a difference arises between the parties relating to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, either of the parties, without stoppage of their work, may, after exhausting any grievance procedures established by this Agreement, notify the other party in writing of its desire to submit the difference to arbitration.
- (b) Within ten (10) working days of the delivery and receipt of the reference to arbitration, the parties shall meet to select a mutually acceptable arbitrator. In the event that the parties cannot agree upon the selection of an arbitrator, either party or both of the parties may request the Minister of Labour to appoint an arbitrator.

(c) Procedure

The arbitrator will determine his/her own procedure in accordance with the Labour Relations Code of B.C. and shall give full opportunity to all parties to present evidence and make representations. The arbitrator shall hear and determine the dispute or allegation and shall make every effort to render a decision within a reasonable time.

(d) Jurisdiction and Authority

- (i) Subject to the jurisdiction vested in an arbitrator or Arbitration Board under Part 8 of the Labour Relations Code of B.C., the Arbitrator shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it may be necessary to the determination of the grievance referred to him/her. He/she shall not have the jurisdiction to alter, amend, add to or delete from any of the provisions of this Agreement, or make any decision which is inconsistent with the provisions of this Agreement;
- (ii) The Arbitrator shall have the authority to allow all reasonable amendments to the grievance, and the authority to waive procedural irregularities in the processing of the grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case;
- (iii) Where a difference arises between the parties involving the question as to whether a matter is arbitrable, that issue shall be referred to the Arbitrator and that reference may stipulate that the issue of arbitrability is to be determined as a preliminary question.

(e) Expenses and Costs of Arbitration

Each party shall pay its own expenses and costs of arbitration. The remuneration and disbursements of the Arbitrator, and of stenographic and related expenses shall be divided equally between the Employer and the Association.

(f) Amending Time Limits

The time limits fixed in this arbitration procedure may be altered by mutual consent of the parties, but the same must be confirmed in writing.

17.04 REMEDIATION

Prior to initiating formal disciplinary action pursuant to Article 17.05, the Employer may attempt to resolve matters of discipline informally. However, this shall not restrict the right of the Employer to consult with or otherwise counsel faculty members regarding their conduct. The faculty member shall be given the opportunity to have a Faculty Association representative present at any meeting related to the informal resolution of a dispute that could lead to discipline.

17.05 DISCIPLINE, SUSPENSION AND DISMISSAL

- (a) No faculty member shall be disciplined, suspended or dismissed without just and reasonable cause. The faculty member shall be given the opportunity to be represented by an Association representative at meetings under Article 17.05 *and the Faculty Association shall be notified that the member has been so advised. There shall be no delay of the meeting being scheduled.*
- (b)
 - (i) Prior to the imposition of a suspension or dismissal, the appropriate representative of the Employer shall meet, where possible, with the faculty member who is to be suspended or dismissed. The Employer at their meeting shall inform the faculty member of the Employer's reasons for taking such action;
 - (ii) In the event the Employer is unable to arrange such a meeting with the faculty member, then the Employer shall instead arrange the Article 17.05(b)(i) meeting with the Vice-President - Grievances of the Association, or his/her delegate. The Association agrees to meet with the Employer within three (3) days of receiving a request for such a meeting. The Association representative may bring a second Association member to the meeting;
 - (iii) Notwithstanding Articles 17.04, 17.05(b)(i) and (b)(ii), the Employer may impose immediate disciplinary action, up to and including dismissal, where, in the view of the Employer, failure to take such action may result in damage to the Employer, other faculty members or students.
- (c) A faculty member shall be notified in writing of the reasons for the disciplinary action taken by the Employer. The Association shall receive a copy. This clause does not apply to verbal reprimands.
- (d) A faculty member may grieve discipline, suspension or dismissal through the grievance process specified in Article 17.02.
- (e) If a satisfactory settlement has not been reached at Article 17.02, the matter shall be dealt with by Expedited Mediation Arbitration as set forth in Article 17.06.

17.06 EXPEDITED MEDIATION ARBITRATION

- (a) Where difference arises between the parties relating to Article 17.05 Discipline, Suspension and Dismissal, after exhausting the grievance procedure as set forth in Article 17.02, either of the parties may notify the other party in writing within five (5) working days of its desire to submit the difference to expedited mediation arbitration.
- (b) Within five (5) working days of the delivery and receipt of the reference to Expedited Mediation-Arbitration, the parties shall notify Stephen Kelleher or a substitute agreed to by the parties. If the parties cannot agree upon the appointment of a substitute within three (3) working days either party may request the Minister of Labour or his/her designate to make the appointment.
- (c) The Mediator-Arbitrator shall begin proceedings within twenty-eight (28) days after being appointed.

- (d) The Mediator-Arbitrator shall endeavour to assist the parties to settle the grievance by mediation.
- (e) If the parties are unable to settle the grievance by mediation, the Mediator-Arbitrator shall endeavour to assist the parties to agree on the material facts in dispute and then shall determine the grievance by arbitration.
- (f) When determining the grievance by arbitration, the Mediator-Arbitrator may limit the nature and extent of evidence and submissions and may impose such conditions as he/she considers appropriate. The procedure, jurisdiction, and authority outlined in Article 17.03 (c), (d), (e) and (f) will apply.
- (g) The Mediator-Arbitrator shall give a succinct decision within twenty-one (21) days after completing proceedings on the grievance submitted to arbitration.
- (h) When the dismissal or suspension of a faculty member is subsequently determined by an internal investigation, a grievance procedure or an arbitration board, to be without just and reasonable cause, or the dismissal or suspension determined to be too severe in relation to the offence, reinstatement terms can be mutually agreed to by the parties or can be imposed by an arbitration board if the matter is referred to arbitration.
- (i) (i) When disciplinary action, up to and including dismissal, is subsequently determined as a result of an internal investigation, a grievance procedure or an arbitration board to be without just and reasonable cause, no record of the matter shall remain on a faculty member's personnel file.
- (ii) However, Article 17.06(i) (i) is not applicable if a lesser penalty is substituted as a result of an internal investigation, a grievance procedure, or an arbitration board.
- (j) Articles 17.05 and 17.06 do not apply to non-renewal of *non-regular appointments* issued by the Employer under Article 1.04(d) and (g).
- (k) Articles 17.05 and 17.06 do not apply to termination of a regular faculty member due to Article 21(a).

17.07 CHANGES IN AGREEMENT

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

ARTICLE 18 – MISCELLANEOUS PROVISIONS

18.01 PERSONNEL POLICIES

- (a) A faculty member shall have access to all material in his/her Personnel File, with the exception of letters of reference and interview reports in the application file. A faculty member shall also have access to material, if any, in any other file with the Employer that may be used by the Employer for determining qualifications for employment, or assignment of workload, altering job security, or taking disciplinary action. Upon request by the faculty member, the Employer shall identify such files, if any, containing personnel material not in the faculty member's Personnel File.
- (b) No information relating to qualifications for employment or assignment of workload, job security, or disciplinary action will be placed in a faculty member's personnel files unless a copy has at the

same time been given to the faculty member. The Employer agrees not to use information relating to qualifications for employment or assignment of workload, job security, or disciplinary action unless a copy has been given to the faculty member at the time that the information was placed in the personnel files.

- (c) Except for routine administrative access by the Human Resources Department and by appropriate administrators, files will not be open to any other individual except with the written permission of the faculty member concerned.
- (d) Upon request by the faculty member or the Association on the member's behalf, documents of a disciplinary nature will be removed from the employee's personnel file after a period of:
 - i) 5 years for discipline which involves a suspension or an issue which involves harassment, discrimination or the health and safety of students or employees, provided there has been no further infraction of type (i) within the 5 years;
 - ii) 2 years for all other disciplinary matters, provided there has been no further infraction of type (ii) within the 2 years.

18.02 COPYRIGHT

The ownership of and copyright to teaching aids, films, outlines, notes, manuals, apparatus, etc., which have been designed, written or constructed by Employer faculty members with Employer materials, through Employer funds, or with technical or clerical assistance provided by the Employer, is vested in the Employer. If a faculty member wishes, he/she may discuss details with the Employer and an agreement may be reached to give copyrights to the instructor.

18.03 BUDGET

- (a) *Before the Annual Budget Presentation to the Board, the KFA will be given an opportunity to provide input.*
- (b) The Kwantlen Educational Advisory Council shall be consulted by the Employer in the preparation of the proposed annual educational profile.
- (c) The Association will be provided with a copy of the annual proposed educational profile after it has been approved by the University College Board except when the University College Board determines that the profile has personnel implications.
- (d) The Association will be provided with a copy of the annual educational profile and budget after they have been approved by the University College Board and Provincial *Ministry of Advanced Education Trades and Technology or its successor Ministry.*
- (e) After the Employer has received approval of its budget from the Ministry and for that discipline/program.

18.04 OPEN MEETINGS

- (a) All scheduled meetings of the Employer shall be open meetings, except in those cases where personnel, financial or other matters require that the meeting be considered confidential.
- (b) In those cases where a meeting is designated confidential, the Association shall be provided with a reason for such designation.
- (c) A designated member of the Association shall be provided a copy of the agenda and minutes of all open meetings.
- (d) Notwithstanding 18.04(b), any faculty member may request that an Association representative attend as an observer at meetings where the faculty member reasonably believes their working conditions under Article 12 will be affected. Management will be notified by the KFA in advance of the meeting regarding their attendance at the meeting.

18.05 LABOUR / MANAGEMENT RELATIONS COMMITTEE

In recognition of the mutual benefits of open communications and on-going consultation between the faculty and the employer, the Labour/Management Relations Committee will meet on a regular basis and have equal representation for the Faculty Association and the Employer.

The LMRC will serve as an open forum for the free and candid discussion of matters of mutual concern to faculty members and management.

18.06 INDEMNITY: LIABILITY INSURANCE

In accordance with provisions of the Self-Insured Comprehensive General Liability Coverage of the University College the Institute Protection Program, the Employer shall:

- (a) Exempt and save harmless each current and former faculty member from any legal action arising from the proper performance of their duties for the Employer; and
- (b) assume all costs, legal fees and other expenses arising from any such action, which resulted from actions of the faculty member when in the employ of the University College, and
- (c) provide advance notice at last known address to those current and former faculty members who are named in any such action as soon as the Employer becomes aware of same.

18.07 CONFLICT OF INTEREST

If a faculty member is perceived to be in conflict of interest, the Employer may take disciplinary action.

ARTICLE 19 – EVALUATION

19.01 EVALUATION

Evaluation by the Employer of a faculty member's performance shall be carried out by methods developed in consultation between the Employer and the Association. Any such evaluation shall be constructed and conducted in a fair and reasonable manner.

ARTICLE 20 – HEALTH AND SAFETY

- 20.01** The Association and the Employer agree that regulations made pursuant to the Workers' Compensation Act, the Factory Act, or any other statute of the Province of British Columbia pertaining to the safe working environment of faculty members shall be fully complied with.
- 20.02** The Association shall appoint one faculty member representative to the Employer's Health and Safety Committee required under *Division 4* of the Workers' Compensation Act. A copy of all minutes of the Health and Safety Committee meetings shall be forwarded to the Association.
- 20.03** A faculty member who has reasonable cause to believe that carrying out a work process or operating any tool, appliance, or equipment would create an undue hazard to the health or safety of any person may refuse to carry out the work process or operate the tool, appliance, or equipment, subject to *Division 6* of the Workers' Compensation Act.
- 20.04**
- (a) Faculty members have the right to remove themselves from any situation in which they perceive an immediate threat of violence to themselves by a student or by another employee of the University College. Faculty members have the right to remain away from the workplace if they continue to perceive themselves to remain under threat until such time as the Employer has taken action to resolve the situation.
 - (b) Faculty members who take action under (a) must report the facts as soon as possible, along with relevant detail to their Dean. The parties will endeavour to maintain confidentiality related to said threat.
 - (c) The Employer will commence an investigation under the appropriate Kwantlen University College policy as soon as possible after the incident(s) have been reported and take action as necessary.
 - (d) If the faculty member is dissatisfied with the result, the faculty member may refer the case to the Workers' Compensation Board, the Occupational Health and Safety Committee or the Labour Management Relations Committee.
 - (e) The faculty member may have a KFA representative accompany them to any meeting under Article 20.04.
- 20.05** *SAFETY EQUIPMENT*
- Regular and non-regular type 2 faculty who are required by WCB or the employer to wear safety footwear or safety glasses will be reimbursed to a maximum of \$200.00 every 2 calendar years for safety footwear or prescription safety glasses.*

ARTICLE 21 – RETIREMENT

- (a) A faculty member shall retire from continuous full-time employment at the University College on August 31st, following the faculty member's 65th birthday.
- (b) A retiring regular faculty member may, upon his request, be offered employment as a *non-regular type 1* faculty member, subject to the following conditions:
 - (i) the retiree shall be automatically placed on the interview list for *non-regular type 1* employment consideration by the Search Committee;
 - (ii) *those non-regular type 1* appointments shall not exceed half-time;
 - (iii) the retiree must re-apply annually for *non-regular type 1* employment.

ARTICLE 22 – EARLY RETIREMENT INCENTIVE

22.01 EARLY RETIREMENT INCENTIVE

The Employer may offer to any faculty member or a faculty member may apply for one of the early retirement incentive alternatives described herein, provided the faculty member meets the following criteria. The Association shall be advised in writing of any offer of early retirement made to a faculty member.

22.02 ELIGIBILITY

A faculty member who possesses the following qualifications shall be eligible for an early retirement incentive if he/she:

- a) is a regular faculty member on continuing appointment at the time of early retirement;
- b) is age 55 or over;
- c) has a minimum of ten years contributory service under the College Pension Act or as a regular faculty member with the Employer;
- d) is on the maximum step of the salary scale; and
- e) resigns for the purpose of retirement.

22.03 SELECTION CRITERIA

In considering applications for early retirement incentive from eligible faculty members, should the Employer 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) Faculty members with the most FTE service shall be given preference.
- ii) In the event that two or more faculty members have equivalent FTE service, faculty members with less time remaining prior to retirement shall be given preference.

22.04 APPLICATION AND AGREEMENT

- a) Application to the plan is voluntary. A faculty member who wishes to be considered for an early retirement incentive shall do so in keeping with the procedures and dates described in the Employer'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 Employer's "letter of interest". The association shall be advised in writing of all applications made by faculty members.
- b) A faculty member has the right to accept or decline an early retirement incentive offer made by the Employer 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, a faculty member's date of retirement shall be effective on a date mutually agreed upon between the faculty member and the University College President or designate, in keeping with legislation and the maintenance of full years to retirement upon which the incentive was calculated. All earned vacation entitlements 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.

22.05 EARLY RETIREMENT INCENTIVE AND LAY-OFF AND RECALL

- a) Where the Employer deems it possible to offset the impact of the lay-off sequence (Article 7.02) through the offering of early retirement incentive to a faculty member (who qualifies as per Article 22.02 above), 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 lay-off or transfer of another regular faculty member.
- b) Such offers may be made at any time during the year and need not be a part of the exercise described in Article 22.04 above.
- c) Advance notification of lay-off or transfer pursuant to Article 7 may be given to the affected regular faculty member while the faculty member to whom early retirement has been offered is considering that offer.

22.06 INCENTIVE ALTERNATIVES AND METHOD OF INCENTIVE PAYMENT

- a) Lump Sum Payments

The retiring allowance shall be paid in annual installments, to a maximum of three (3) installments of one-third of annual salary, to be paid on agreed-upon dates acceptable to the faculty member 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	Pay Out
1	20% of annual salary
2	40% of annual salary
3	60% of annual salary
4	80% of annual salary
5 or more	100% of annual salary

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

- b) Monthly Payments

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

Payments into the Plan or Trust Fund shall be made monthly and shall be in the amount of 20% of the retiring faculty member'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, whichever comes first. In the event the legislated allowable limit for deposit has been reached, whichever comes first. In the event the legislated allowable limit for deposit is reached and payments remain outstanding, the remaining funds will be payable in a lump sum to the retired faculty member in accordance with Article 22.06(a) above.

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

22.07 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 Superannuating Commission when filing a claim for pension. Appropriate deductions will be made from monthly pension on a premium shared basis by the retiree and Superannuation Committee.

Note: Pensioners who decline the Extended Health benefit coverage at retirement will not be eligible for coverage later unless they can prove continuous coverage under an extended health care plan (e.g. coverage under spouse's plan).

- b) Early retiring employees not immediately commencing receipt of a College pension may elect to continue their basic medical and extended health* benefit coverage through the Employer during the period preceding receipt of pension (but in any event, not longer than five (5) years following retirement) provided that:
- i) written notification of the intent to continue these benefits is provided to the Human Resources Department six (6) weeks prior to date of early retirement;
 - ii) the participant maintains B.C. residency; and
 - iii) the participant prepays all premium costs.

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

22.08 FINANCIAL COUNSELLING

Each faculty member who is offered an early retirement incentive is entitled to receive personal financial counselling. A lifetime total of three (3) hours of consultation is available and the fees for

such consultation(s) will be paid by the Employer to a maximum of \$240.00 per faculty member on invoice or production of receipt by the faculty member.

Certification of Entitlement from the Human Resources Department each faculty member will be free to schedule these consultations in whatever manner is most beneficial or convenient to that faculty member.

In addition, each faculty member who is offered early retirement incentive is eligible to attend an Employer sponsored pre-retirement planning workshop.

ARTICLE 23 – HARASSMENT

23.01 NO DISCRIMINATION

The Employer and the Association recognize the right of employees to work in, and students to study in, an environment free from discrimination.

The Employer, except in instances where there is a bona fide occupational requirement, shall not refuse to employ, continue to employ, advance, or dismiss a person, nor shall it discriminate against that person in respect of employment or condition of employment on the basis of: race, colour, ancestry or place of origin, political belief, religion, age*, mental or physical disability, sex, marital status, sexual orientation, or conviction for a criminal or summary conviction charge that is unrelated to employment.

The foregoing shall not be interpreted as prohibiting the parties from entering into an employment equity program.

* For the purposes of this article, 'age' means age as defined under the B.C. Human Rights *Code*.

23.02 SEXUAL HARASSMENT

The Employer and the Association recognize the right of all employees to work in an environment free from sexual harassment.

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

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

Sexual harassment includes, but is not limited to, sexual advances and requests for sexual favours, such as:

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

Other examples of sexual harassment include:

- Verbal harassment or abuse, such as sexist jokes told or carried out after having been advised that the conduct is embarrassing or offensive, and sexist jokes that are by their nature embarrassing or offensive.
- Unwelcome and unnecessary remarks about a person's body, clothing or sexual activities.
- Displays or distribution of pictures, posters, calendars, objects, literature or other materials that are sexually suggestive, sexually demeaning or pornographic.

The legitimate study, display, use or distribution of topics, material or art forms of a sexual nature that are within appropriate academic norms is not considered sexual harassment.

- Unwanted and unnecessary touching, patting, pinching, or other suggestive physical contact.
- Sexual looks, such as leering and ogling with sexual overtones.
- Suggestive comments or gestures.
- Compromising invitations.
- Constant brushing up against a person's body.

23.03 PERSONAL HARASSMENT

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

Personal harassment may occur as a single incident or over a period of time. A combined series of incidents - of which any one in isolation would not necessarily be considered harassment - may also constitute harassment.

Comments or actions that serve a legitimate, work-related purpose shall not be deemed to constitute personal harassment under this article.

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

- Physical threat, intimidation, or assault or unwelcome physical contact such as touching, patting, pinching, and punching;
- Implied or expressed threat or reprisal, or denial of opportunity for refusal to comply with a request which serves no legitimate work-related purpose;
- Display or distribution of pictures, posters, calendars, objects, literature or other materials that are racist or, that are, by a reasonable standard, considered derogatory to a particular person or group of persons.

The legitimate study, display, use or distribution of such materials that are within appropriate academic norms is not considered personal harassment.

23.04 PROCESS

1. Faculty members may process complaints about harassment through the grievance procedure commencing at Article 17.02 (e):
 - i) Where a person who is the subject of a grievance is the management representative at any step of the grievance procedure then the Association may bypass that step of the procedure;
 - ii) Association representatives in the course of investigating a complaint of harassment and management representatives in the course of investigating a grievance of harassment shall have due regard for the privacy and confidentiality of any and all persons involved in the complaint or grievance;
 - iii) An Arbitrator in the determination of a grievance of harassment shall take reasonable steps to protect the privacy and confidentiality of all parties, subject to the requirement of fairness to all parties;
 - iv) Where the grievor and the person who is the subject of the grievance are both members of the bargaining unit, then the Arbitrator seized with the grievance of harassment shall also have jurisdiction in respect of any grievance arising from related discipline of the person who is the subject of the grievance;
 - v) If it is determined necessary to separate the work locations of the grievor and the person who is the subject of the grievance, it is agreed that the grievor will not be moved against his/her wishes.
 - vi) No information relating to the personal background or lifestyle of the grievor, or the person who is the subject of the grievance, shall be admissible during the grievance or arbitration process.
2. In the event that a faculty member is the subject of a grievance under this article, the faculty member shall have the right to know what allegations have been made against him/her, and shall have the right to Association representation at all meetings, interviews, and hearings where the faculty member's presence is requested by management in connection with these allegations.
3. Faculty member grievors have the right to Association representation at all meetings, interviews and hearings where the grievor's presence is requested in connection with these allegations.
4. 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.
5. If the grievor chooses to file a simultaneous complaint with the Human Rights Commissions, the grievor agrees that, in so doing, the grievance procedure shall precede the complaint.

LETTER OF UNDERSTANDING # 1

FEBRUARY READING BREAK

The parties agree that LMRC will *review the “student reading break” pilot*. The purpose of the break is to allow students time for activities such as non-classroom contact with instructors, work on assignments and reading. The break period is accountable time for faculty for such activities as student interviews, meetings, course preparation and curriculum development. A Student Association representative may be invited to the discussions.

The Labour Management Committee will make a recommendation to the parties about continuing the student reading break. Any recommended change that impacts the Collective Agreement will be referred back to the parties in accordance with Article 17.07.

LETTER OF UNDERSTANDING # 2

EMPLOYMENT EQUITY

The parties agree that a joint committee will continue to work to review possible employment equity initiatives and to make recommendations relative to such initiatives.

Employment equity initiatives will target the four designated groups defined by the Employment Equity Act (Canada): women, aboriginal peoples, persons with disabilities, and persons, who because of their colour or race, are a visible minority in Canada.

Where such recommendations have an impact on the terms of this Agreement, Article 17.07 will apply.

LETTER OF UNDERSTANDING # 3

FACULTY MEMBERS PERFORMANCE REVIEW

Probationary faculty members will be required to demonstrate their ability to meet the Employer's performance criteria. It is expected that most post-probationary faculty members will meet the Employer's performance criteria and engage in professional development as a matter of course. For these faculty members, the review process should be designed to facilitate their further development as competent, conscientious professionals.

Objectives of faculty members' performance review system:

1. To ensure a quality learning experience is provided to students.
2. To maintain competent and conscientious faculty members.
3. To encourage faculty members to continually develop their acumen and skills, and where appropriate, to identify and address areas requiring improvement.
4. To determine whether probationary faculty members are meeting established performance criteria and whether post-probationary faculty are continuing to meet established performance criteria.

Principles, Guidelines and Proposals

1. All performance review processes must be fair and objective.
2. All performance criteria must be stated explicitly and applied consistently.
3. All conclusions in review reports must be clearly stated in writing and objectively supported.
4. The review system for probationary faculty members is primarily summative. The purpose of summative review is to determine a faculty member's competence and suitability to continue employment.
5. The review system for post-probationary faculty members is primarily formative. The purpose of formative review is to encourage ongoing professional growth in pursuit of excellence. Periodically a written appraisal report will be prepared and placed in the personnel file.
6. Identified areas for improvement may require remedial support which may include professional development, educational leave and/or reference to the employee assistance program.
7. Serious performance problems, or recurring performance issues that are not resolved through the formative evaluation process may be addressed by the Employer as needed. Performance problems should be dealt with immediately as they are identified, and relevant documentation will be shared with the faculty member and will be kept in the faculty member's personnel file.
8. Professional development is an important component of faculty member's performance appraisal; therefore, written reports on professional development activities from faculty members will be appended to the self-evaluation component of the performance appraisal report.

Performance Review Committee

The Performance Review Committee will make recommendations to revise the existing performance review system in accordance with the above principles and objectives.

A. Probationary Faculty members:

1. The recommendations of this Committee regarding probationary faculty members' review will be implemented as soon as possible following approval by the Employer.
2. Any further changes to the performance review system will be made in consultation with the KFA in accordance with Article 19.01.

LETTER OF UNDERSTANDING # 4

WORKLOAD IN THE COLLABORATIVE NURSING PROGRAM

The average teaching load for *non-regular type 2* and regular instructors over an academic year will be 16 contact hours of instruction per week irrespective of the modes of instruction outlined in article **12.03**, except for preceptorship/practicum supervision, where the contact hours will remain at 32 hours per week as per article **10.01**.

The preceding point assumes the following criteria will be used.

In the case of *non-regular type 1* faculty, the appointment percentage will be calculated using the modes of instruction outlined in article **10.01**.

LETTER OF UNDERSTANDING # 5

JOINT COMMITTEE ON CONTINUING EDUCATION

The Parties agree to establish and continue a Joint Committee within 30 days of ratification of this collective agreement. The Joint Committee will have six (6) members with equal representation from the Employer and the Union. Union members on the Committee will be appointed by the KFA. The Committee will meet as required to consider issues surrounding new programs created in C.E. as well as the application of the collective agreement to existing programs.

The Joint Committee will determine the precise application of definitions in Letter of Understanding #6 to each Continuing Education program (as well as the date at which such application becomes effective). The Committee will consider program survival, marketability, student, community and University College needs. Notwithstanding the definitions in Letter of Understanding #6, the Joint Committee will consider exceptions to inclusion that should be made on a case by case basis.

In the event the Parties cannot agree on the application of the definitions in Letter of Understanding #6, the issue will be referred to LMRC. If LMRC cannot agree, the issue will be referred to the grievance process in Article 17 and mediation/arbitration.

The Joint Committee will provide advice to the parties in the form of a joint report, for inclusion of language into the collective agreement as necessary upon the expiration of this agreement.

LETTER OF UNDERSTANDING # 6
CONTINUING EDUCATION

1) Purpose

The purpose of this Letter of Understanding is to set out the working conditions that apply to Continuing Education faculty.

2) Definitions

a) Regular Continuing Education Faculty

A regular C. E. faculty member is one who occupies a regular position established by the Employer or as converted to regular status in b) iii) below.

Regular C.E. faculty have the same rights and obligations as regular members in the KFA agreement except for Article 7 Layoff and Recall. (See section 6 below for Layoff and Recall.)

Part time regular faculty have the same rights and obligations as full time faculty and are entitled to all benefits on a pro-rated basis.

b) Non-regular Continuing Education Faculty Type 2

This includes faculty teaching citation or certificate programs.

- i) Non-regular C. E. Faculty Type 2 who meet the definition of Article 1.04(d)(ii) for their work in C. E. shall be eligible for benefits as set out below and shall be referred to as C. E. Faculty Type 2.
- ii) Non-regular C. E. Faculty Type 1 are all other faculty who do not meet the above definition.
- iii) Non-regular Type 2 C.E. faculty who meet the criteria in Article 1.04(e) for 3 years will be converted to regular status subject to having ongoing work and the other provisos in Article 1.04(e). Any disputes would be referred to the Joint Committee in Letter of Understanding # 5.

c) Non bargaining unit Continuing Education Faculty

- i) This includes faculty teaching short term courses not part of citation or certification programs (eg. 6-hour workshop or 70 hours in a semester).
- ii) These C.E. faculty are not members of the bargaining unit and are not covered by this Letter of Understanding.
- iii) The University College shall issue an annual report to the union listing the names of C.E. faculty performing work not included in the bargaining unit, and their accumulated hours worked in the previous fiscal year. The first report will be issued by April 30, 2002 for the 2001-2002 fiscal year. Where a dispute arises over whether work is properly outside the bargaining unit, the dispute will be referred first to the Joint Committee struck under Letter of Understanding # 5 and then to the grievance process if unresolved.

3) Definition of Work for Continuing Education Faculty

- a) C. E. faculty work is described as either “direct student instruction” or “other accountable time”, or a combination of the two.
 - i) Direct student instruction means in-class delivery of course or program material.
 - ii) Other accountable time in C.E. means such activities as preparation of instructional materials, planning student activities, assessment and evaluation of students, liaison with industry, arranging student practicum placements and contact with employers and students, attending professional and internal meetings, recruiting students, promotion and development of the program, program administration and other program-related duties.
 - iii) Direct student instruction for full-time C.E. faculty shall be 25 hours per week. The maximum or normal full-time hours for other accountable time shall be 35 hours per week. C. E. faculty whose work involves both direct student instruction and other accountable time will be pro-rated.

- b) Notwithstanding 3(a), where work is offered in C.E. that duplicates, in whole or in part, work in a funded area of the University College, such work will be subject to the full terms and conditions of the collective agreement including the provisions of Article 12 concerning workload.

4) Eligibility for Benefits – Non-regular Continuing Education Faculty Type 2

Non-regular C. E. faculty who qualify under section 2(b)(i) shall be eligible for all health and welfare benefits described in Article 15. Benefit premiums will be pro-rated so that the Employer's portion of the premium equals the appointment percentage and the employee is deducted for the remaining portion.

5) Rates of Pay

- a) Regular C.E. faculty and Non-regular C.E. faculty Type 2, shall be paid according to the salary grid in Appendix A of the Common Agreement, and placement on scale shall be in accordance with Article 9.02 of the KFA agreement or the faculty member's current rate of remuneration, whichever is greater.
- b) Non-regular C.E. faculty Type 1 shall be paid according to the minimum hourly rates in (c) below or the faculty member's current hourly rate of remuneration, whichever is greater.
- c) Minimum rates for hourly paid C.E. faculty:
- i) Direct instruction: **\$45.66** per hour
\$46.57 per hour (Effective April 1, 2002)
\$47.50 per hour (Effective April 1, 2003)
- ii) Other accountable time: **\$32.61** per hour
\$33.26 per hour (Effective April 1, 2002)
\$33.93 per hour (Effective April 1, 2003)
- d) The minimum rates in (c) above include vacation pay.

6) Layoff and Recall

The Employer may lay off a C. E. faculty member due to technological change; shortage of operating funds; elimination or reduction of programs or courses or services; decline in enrolment; external decision or recommendation; or changing demand for Employer services. When layoff of C.E. faculty must occur, the procedure below will apply.

a) Layoff Sequence

- i) The sequence for layoff in a program must be:
- (1) Non-regular C.E. faculty Type I
 - (2) Non-regular C.E. faculty Type 2
 - (3) Regular C.E. faculty

b) Layoff Procedures for Regular Faculty and Non-regular Type 2

- i) Layoff method for C.E. faculty is by least total FTE service.
- ii) If a C.E. faculty member has been identified for layoff and the remaining C.E. faculty in the program do not have the necessary qualifications, experience and abilities to teach the remaining courses or to perform the remaining services in the program, the determination of the C.E. faculty member to be laid off shall recommence with that person with the next to least FTE service.

A C.E. faculty member will be notified verbally, then in writing, as early as possible, stating the reason(s) for the layoff and the effective date of the layoff. The Association will also receive a copy of such written notice.

c) Alternate Work for Regular Faculty

- i) In the event work is not available in the program, an affected regular faculty member shall meet with the appropriate V.P. or delegate to identify unassigned work for which the affected faculty member has been inventoried within C.E., or non-teaching work for which the faculty member has the necessary qualifications, experience and abilities.

d) Recall Procedures for Regular Faculty

- i) If work is available in a program within 2 years of layoff, the recall shall be in reverse order of layoff, provided the faculty member has the necessary qualifications, experience and abilities.
- ii) To remain eligible for recall under this letter, the laid off faculty member will keep the Human Resources Department informed of his or her telephone number, and promptly report any changes.
- iii) The faculty member will accept or reject notice of recall from the employer within 5 calendar days of receipt of such notices. In the event the faculty member rejects the offer of recall, or fails to respond to the time limit above, the employer will offer that work to the next qualified person in reverse order of layoff.

e) Severance

- i) Regular C.E. faculty who are laid off after March 31, 2001 shall be eligible for severance provisions in Article 7.07 of the KFA agreement based on FTE service accumulated after September 1, 1999. Faculty who receive severance pay will lose their right of recall in (d) above.

f) Cancellation Fees

- i) When the appointment of a non-regular C.E. faculty member Type 2 is cancelled or reduced, a non-recoverable cancellation fee shall be paid according to the following formula:

$$\frac{\text{C.E. appointment hours} \times \$500.00}{60 \text{ hours}} \quad \text{to a maximum of } \$4000.00$$

- 7) Article 16 Professional Development of the KFA agreement applies to regular C.E. faculty and non-regular C.E. faculty Type 2.

LETTER OF UNDERSTANDING # 7

WORKLOAD IN THE

APPLIED BUSINESS TECHNOLOGY CERTIFICATE PROGRAM

Based on the recommendations of program faculty, which were endorsed by the Labour Management Committee, the following changes will be implemented:

1. *The teaching load will be:*

- *Term 1 - 16 hours of instruction per week, and*
- *Term 2 - 20 hours of instruction per week.*

Class sizes for Term 1 courses will increase to:

- *22 for ABTY 1115 and ABTY1191, and*
- *32 for ABTY1125, ABTY1135 and ABTY1145.*
- *All other class sizes will remain at 20.*

These changes will be reviewed in three years' time using the criteria outlined below.

2. To implement this change, the following criteria will be used:

- 2.1 Curriculum changes will maintain educational soundness of the program.
- 2.2 Workload changes will not affect our goal of meeting the current student FTE target set by the Ministry.
- 2.3 Workload changes will be within the approved budget for the program.
- 2.4 No regular or *non-regular type 2* faculty members will be jeopardized in their current appointments as a result of this process.
- 2.5 On-going assessments of student progress and graduate success will be done during the first three years of implementation.

LETTER OF UNDERSTANDING # 8

LMRC REVIEW OF NON-REGULAR STATUS

LMRC will review the Article 1.04(d) for operational and procedural issues.

Any disputes about whether the work was "unanticipated" will be referred to a 2-person subcommittee of LMRC. That subcommittee would meet within 7 calendar days of any dispute. In the event that the subcommittee cannot agree, the faculty member will receive the "payment in lieu" for the work in question.

This Letter of Understanding will expire on March 31, 2004.

LETTER OF UNDERSTANDING # 9***DISTRIBUTED LEARNING COURSES***

The parties agree that a Labour-Management sub committee will be established to address issues related to faculty teaching distributed learning (on-line or mixed mode) courses. The parties support applications of distributed learning that enhance student access and choice within the framework of a broad and comprehensive range of face-to-face learning opportunities.

The following principles will apply in addressing issues related to the use of distributed learning:

- 1. Curriculum Committees will be used as the academic vehicle to recommend whether a course should be offered on-line, or in a mixed mode.*
- 2. Faculty participation is voluntary.*
- 3. When a faculty member is required to develop a course for on-line delivery, or is assigned to make major course revision for on-line delivery methods, the faculty member will be supported through time release or pay. Guidelines for support will be developed by the LMRC subcommittee by October 31, 2002.*
- 4. Where a faculty member is required to deliver a course on-line, the Dean will ensure the faculty member has developed the necessary skills.*
- 5. Instructors shall not be required to deliver distributed learning courses from their homes. Where a faculty member has been assigned a course that is taught solely on-line, and chooses to teach it from home, he/she shall be reimbursed for the cost of an agreed Internet Service Provider until such time as alternate services are provided by the University College.*
- 6. The LMRC subcommittee will define a mode of instruction applicable to the delivery of on-line courses. They will consider differences between initial offerings, further refining and on-going offerings in giving recommendations on mode and/or in class size accommodation.*
- 7. Instructors will not be required to provide technical support to students taking on-line courses. The University College will offer annual training in the methodology and application of Distributed Learning. Faculty may, if necessary, use Professional Development time for such training. Faculty may also access Education Leave and/or Faculty/Department Professional Development Funds for technology training purposes.*
- 8. The copyright provisions of the Common Agreement will apply. Faculty have the same determination and control of on-line course curriculum as they have with face to face instruction.*
- 9. Where on-line courses are developed exclusively by Kwantlen University College, such development opportunities will be offered to Kwantlen Faculty Association members. Where on-line courses are developed in partnerships by Kwantlen University College those portions developed by the University College will be offered to Kwantlen Faculty Association members.*

LETTER OF UNDERSTANDING # 10***INTERNATIONAL WORK***

Where a faculty member is assigned to work internationally, the KFA will be consulted in advance of the assignment. Any disputes will be referred to the Labour Management Committee.

Where a faculty member is scheduled to work internationally, the work will be considered part of their regular teaching load. No additional salary remuneration will be payable.

This applies to any work undertaken by faculty, from which the University College will derive income and/or compensation.

This does not apply to faculty who arrange independently to work internationally as part of their Professional Development, Education Leave or as a secondment or exchange under Article 13.07.

LETTER OF UNDERSTANDING # 11
PROFESSIONAL DEVELOPMENT COMMITTEE

A committee made up of the Chairs of the departmental Professional Development Committees and one representative each from management and the KFA, will recommend to LMRC guidelines for the efficient allocation of professional development funds to faculty. These guidelines will form the basis for amending Articles 16.01(i) and 16.01(j).

The Labour Management Committee will use the recommendations of the PD chairs' Committee to amend the distribution mechanism described in Articles 16.01(i) and 16.01(j) by May 31, 2002.

LETTER OF UNDERSTANDING # 12
WORKLOAD REVIEW

The parties agree that a Labour-Management sub-committee will be established as and when required to investigate faculty workload issues, which may be presented by either party.

LETTER OF UNDERSTANDING # 13
CHAIRS/COORDINATORS

LMRC will finalize guidelines for Chairs/Coordinators and make recommendations to amend the local collective agreement by May 30, 2002.

LETTER OF UNDERSTANDING # 14

LMRC REVIEW of LAYOFF and RECALL PROVISIONS

LMRC to review layoff and recall provisions for clarity, consider issues on the application of seniority and discuss ways to avert potential layoffs.

LETTER OF UNDERSTANDING # 15

PARTIAL LAYOFF

Faculty who are partially laid off will have the option to use severance to top up their salary, and to pay their health and welfare (i.e. medical, dental and extended health) and pension benefits for a maximum of 2 years from the date of partial layoff.

LMRC to create guidelines for the application of the above option.

The LMRC may address other issues pertaining to partial layoffs raised by either party.

LETTER OF UNDERSTANDING # 16

PHASED IN RETIREMENT PROGRAM

The LMRC will explore a Phased In Retirement Program that would enable faculty with 10 or more years of service to access pension any time after age 55 and maintain up to half time employment with Kwantlen University College. The LMRC will establish guidelines considering but not limited to the following issues:

- 1. Access to scale and benefits.*
- 2. Protection against layoff similar to that of other regular employees.*
- 3. Maintenance of seniority rights.*
- 4. College portion of pension contribution.*

The parties will negotiate a Phased In Retirement Program by May 31st, 2002.

LETTER OF UNDERSTANDING # 17

PENSION BUYBACK CONTRIBUTIONS

The Employer will assist employees in the buyback of pensionable service by paying a maximum of 20% of the cost of buying back the service for an individual. The University College will set aside a maximum of \$100,000 to support pension buyback. The specific amount to be determined after analysis of the impact of the 2002/2003 Ministry budget allocation and the need to use the faculty portion of the 2001/2002 labour adjustment funds to minimize the impact on faculty. In no event will this amount be less than \$75,000. The Employer will issue an accounting statement verifying that this amount is held in trust pending receipt of pension buyback applications.

Applications for buying back pensionable service must be made prior to December 31st, 2001. Applications will be sent immediately to the Pension Corporation. Once the Employer has received from the Pension Corporation the buyback cost for these applications, the Employer, in consultation with the KFA, will determine the percentage the Employer will pay (maximum 20% per person to a total of \$100,000).

For the purpose of expenditure of future labour adjustment funds, the parties agree that early retirement incentive offers are an appropriate expenditure for these funds.

LETTER OF UNDERSTANDING # 18

PARKING ISSUES

The KFA and/or Management will refer systemic issues of access to parking to a joint subcommittee of LMRC. The committee will review these issues and consider the joint implementation of programs to encourage alternatives to single passenger travel to and from Kwantlen University College campuses.

IN WITNESS HEREOF each of the parties have caused this Agreement to be signed by its duly authorized representatives.

FOR THE ASSOCIATION

FOR THE EMPLOYER

Alexandra Richmond

Liz McKinlay

Gary Arneja

Manfred Baur

Nancy Clegg

Ron Coreau

Ron Flaterud

Debra Hawker

Doug Fletcher

Gordon Lee

Richard Floyd

Helen Mendes

Diane Ridout

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Without Prejudice

**LETTER of UNDERSTANDING
REGARDING
ADDITIONAL STUDENTS in the ELSA PROGRAM
(English Language Skills for Adults)**

Kwantlen University College and the Kwantlen Faculty Association agree to the overloading of ELSA program sections by one (1) student per section at any given time.

Under certain circumstances, the KFA may consider the addition of up to three (3) additional students across the entire program beyond those referenced above.

It is understood that this overloading is necessary to address the gap in enrolment between the exit of enrolled students and the entrance of new students. It is also understood that this agreement is based on the fact that the Ministry of Community, Aboriginal, and Women's Services, may reduce funding for the ELSA Program if the classes appear to be under-enrolled.

This agreement will expire in twelve (12) months from the date of signing of this Letter of Understanding, although the parties may consider renewing it.

L. McKinlay

Kwantlen University College

July 18, 2002

Date

T. Van Steinburg

Kwantlen Faculty Association

July 17, 2002

Date