

New Language

Article 1.04d

Non-Regular Faculty Members

(bold text indicates new language)

(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

A non-regular Type 1 faculty member is a non-regular faculty member who is hired for a defined period, to teach specific courses or perform specific work. Non-regular Type 1 faculty may only be hired for specialized requirements, experimental offerings, timetabling anomalies, substitution, vacation replacement, short-term emergency circumstances, work that is not expected to be ongoing **or work that does not provide them with an assignment that qualifies for non-regular Type 2 status at the August 1 assessment date.** All non-regular **Type 1** faculty members will receive salary according to the provisions of Article 10.

(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.

Status Assessment

There is **one** assessment date: August 1 for the 12 month **period** starting September 1. The purpose of this assessment date is to determine whether a Type 1 non-regular faculty member should be offered a Type 2 appointment. **It shall not prevent the Employer from establishing non-regular Type 2 positions with different appointment terms or commencement dates in accordance with the Employer's needs.**

Replacement of Regular Faculty

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).

(iii) Additional Work

Where additional work is assigned to a non-regular Type 2 faculty member after the beginning of his/her appointment year, the Type 2 faculty member's designated workload percentage will remain unchanged for all purposes, including benefits, professional development and vacation, for that appointment year. The Type 2 faculty member will be paid for the additional work on the Article 9 salary scale plus 25% for the period of additional work performed.

Where additional work is assigned to a non-regular Type 1 faculty member after the beginning of the 12 month period starting September 1st, such that the Type 1 faculty member's annualized workload for that year becomes 50% or greater, the faculty member will retain Type 1 status, but will be paid for all work during that year at the contract rates set out in Article 10 for the applicable mode, plus 32%. The Type 1 faculty member's pay will be adjusted accordingly, retroactive to the beginning of that year.

Pension contributions for additional work will be made as required by the applicable regulations pertaining to the College Pension Plan.

New Language

Article 2.3

Procedures

(bold text indicates new language)

2.3.1 Local Informal Processes

The Parties agree that the local parties' where mutually agreeable, may first attempt to use local policies or processes to resolve complaints of harassment and sexual harassment prior to accessing the following procedures in Article 2.3.3 Mediation and 2.3.4 Investigation.

2.3.2 Right to Legal Counsel

The Union is the exclusive bargaining agent for the bargaining unit employee and as such has the exclusive right to represent the employee in all matters pertaining to his/her terms and conditions of employment, including matters that may lead to discipline by the Employer. An individual bargaining unit employee has no right to be represented by legal counsel during an Article 2 investigation involving an allegation of harassment.

2.3.3 Mediation

When a complaint is received by the Employer involving an individual covered by this collective agreement, the local parties will initiate a mediation procedure at the bargaining unit level. The mediation process is the recommended avenue of resolution.

Consensual mediation will require the agreement of the complainant and the alleged harasser to use the following process:

- (a) the local parties will discuss the nature of the complaint and agree upon who will conduct the mediation;
- (b) the mediation process and resolution will be kept strictly confidential by all participants;
- (c) where a resolution is reached, the complainant and the alleged harasser must agree in writing to the resolution and the matter will then be considered concluded;
- (d) no record of the mediation except the written agreed resolution will be placed on an employee's file. The written resolution will be removed from the employee's file after 12 months unless there has been a subsequent complaint of harassment against the employee within the 12 month period.

2.3.4 Investigation

Where either the complainant or alleged harasser does not agree to

mediation, or no resolution is reached during the mediation, the complaint will be referred to an investigator selected from a list of investigators agreed upon by the local parties.

An investigator will be appointed within ten (10) working days of referral

Where the local parties are unable to agree on a list of investigators, JADRC will determine the list. (See Appendice B.)

The referral should, where possible, include a written statement from the complainant and the alleged harasser which succinctly outlines the issue(s) in dispute. The referral should be assembled by the Institution and forwarded to the Investigator with a copy sent to the Union(s) .

The appointment of an investigator does not preclude an investigator from mediating the dispute where possible **up to the time of submission of the Investigator's report to the local parties pursuant to Article 2.3.5(a) below.**

Any complaint of harassment will be kept confidential except as is necessary to investigate and resolve the issue. Investigators will stress the confidentiality of the investigation with the person(s) interviewed.

2.3.5 Terms of Reference of the Investigator

- (a) The purpose of the investigator will be to ascertain facts.
- (b) All persons quoted in the investigation will be named by initials.
- (c) The report of the Investigator will be given, in confidence, to the Union(s) and the Employer. It is the responsibility of the Employer to forward a copy of the report to the complainant and the alleged harasser. The Employer will state, in a covering letter, that the report is confidential. The report should refer to individuals involved by initials only. However, a key will be provided to the Employer and the Union(s) for internal use. This practice should be repeated at any subsequent arbitral proceeding.
- (d) The report will not be introduced as evidence or have standing in any arbitration, or other legal procedure. This does not preclude the parties from reaching an Agreed Statement of Fact based upon facts in the report in preparation for an arbitral proceeding.
- (e) Reliance on Report of Third Party Investigator Despite 2.3.3 (d), an institution is entitled to rely on the fact of mediation or the report of a third party investigator as evidence that may mitigate liability in a proceeding that follows receipt of the third party investigator's report.

The Employer is entitled to rely on the investigator's report as evidence that it acted in good faith in any disciplinary action that it undertook following receipt of the third party investigator's report

where the issue of good faith is raised by a grievor or the union.

- (f) The investigator will not be compellable as a witness in any arbitration or other legal procedure which may result from the investigation.
- (g) The investigator will conclude her/his work within twenty (20) days of appointment and will render a report within a further ten (10) days. These timelines may be extended if deemed appropriate by the local parties. If a dispute arises with respect to the extension, the matter will be referred to JADRC. If requested by the investigator, the Employer will provide meeting space and contact information about persons to be interviewed.

New Language

Article 6.4

Targeted Labour Adjustment

(bold text indicates new language)

6.4.1 Employer Commitments

It is agreed that the institution will make every reasonable attempt to *minimize* the impact of funding shortfalls and reductions on the work force.

It is incumbent upon institutions to communicate effectively with their employees and the unions representing those employees as soon as the impact of any funding reduction or shortfall or profile change has been assessed.

If a work force reduction is necessary, the Joint Labour Management Committee will canvas employees in a targeted area or other areas over a fourteen (14) day period, or such longer time as the Joint Labour Management Committee agrees, to find volunteer solutions that provide as many viable options as possible and minimize potential layoffs. **Subject to any agreement that the Joint Labour Management Committee may make to extend the period of a canvass, such canvasses shall take place either:**

- **prior to the issuance of lay-off notice to employees under the local agreement, or**
- **by no later than fourteen (14) calendar days following the annual deadline for notice of non-renewal or layoff where a local provision provides for such a deadline,**

whichever date is later.

The union shall be provided with a copy of each [mal plan for employee labour adjustment.

6.4.2 Menu of Labour Adjustment Strategies

Where a work force reduction is necessary, the following labour adjustment strategies will be considered, as applicable.

6.4.2.1 Labour Adjustment Strategies: Workplace Organization

Subject to the institution's operational considerations, excluding the availability of funding, the following menu of work place organization labour adjustment strategies will be offered by institutions to minimize layoffs and at the appropriate time in the employee reduction process set out in

the local provisions:

- (a) Job sharing.
- (b) Reduced hours of work through partial leaves.
- (c) Transfers to other areas within the bargaining unit subject to available work and to meeting qualifications, with minimal training required where such training can be scheduled within the employee's professional development and other non-instructional time.
- (d) Unpaid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.
- (e) Workload averaging that does not incur a net increase in compensation cost.
- (f) Combined pension earnings and reduced workload to equal 100% of regular salary subject to compliance with the regulations of the College Pension Plan.
- (g) Agreed secondment.
- (h) Trial retirement.
- (i) Combinations and variations of the above or other workplace organization alternatives.

6.4.2.2 Labour Adjustment Strategies: Employee Transition

Subject to the institution's operational considerations, including the availability of funding, the following menu of employee transition labour adjustment strategies will be offered by institutions to minimize layoffs and at the appropriate time in the employee reduction process set out in the local provisions:

- a) Paid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.
- b) Severance with up to twelve (12) months' severance payment for an employee other than the employee (s) identified for layoff. Such severance shall be calculated by applying the local agreement severance provisions

to the employee who is being offered severance. If the employee elects to take severance pay under this article, he or she thereby waives all other rights, claims, or entitlements, and severs his or her relationship with the institution.

- c) Workload averaging that does incur a net increase in compensation**
- d) Purchasing past pensionable service. If permissible the Employer will match a minimum of three years' contributions to the College Pension Plan where an employee opts for early retirement.**
- e) Early retirement incentives pursuant to local collective agreements.**
- f) Retraining.**
- g) Continuation of health and welfare benefits.**
- h) Combinations and variations of the above or other employee transition alternatives.**

New Language

Article 6.7

Educational Technology/Distributed Learning

(bold text indicates new language)

6.7.1 Distributed learning includes, but is not limited to, print based education courses, online or web-based instruction, video-conferencing, teleconferencing, instructional video and audio tapes, hybrid or mixed-mode programs and courses.

6.7.2 In developing and offering distributed learning programs and course, the employer will plan in collaboration with the department or functional area and the employee(s) who will develop and/ or deliver the program or course.

For the purposes of this article departments or functional areas are defined as the operational or administrative sub-division of an institution within which an employee is appointed and assigned workload and may include geographic limitations.

6.7.3 Subject to mutual agreement, the local parties may develop criteria for the determination of the appropriate release time for the development, delivery and revision of distributed learning programs or courses. To the extent that they contain provisions that address release time and workload for the development, delivery and revision of distributed learning programs or courses, local letters of understanding shall apply.

6.7.4 The employer will provide the necessary technological and human resources for employees assigned to develop and deliver the program and courses.

6.7.5 The employer will provide the necessary and appropriate training in the use of relevant educational technology for employees assigned to deliver distributed learning programs and courses.

6.7.6 Employees delivering distributed learning programs/courses shall not be required to provide technical support to students taking distributed learning courses.

- 6.7.7 Employees shall not be required to deliver distributed learning programs / courses from their home. Employees delivering or developing distributed learning courses shall be provided with office space and the appropriate technology to support them in their work.**
- 6.7.8 Where an employee has been assigned an online course and agrees to the employer's request to teach all or part of that course from home, the employer shall provide the appropriate technology and pay for the reasonable and approved costs of delivering those courses from home.**
- 6.7.9 No regular employee will be laid off as a direct result of the introduction of distributed learning or education technology.

New Language

Article 7.8

Compassionate Care Leave

(bold text indicates new language)

7.8.1 Entitlement

An employee will be granted a compassionate care leave of absence without pay for up to eight (8) weeks to care for a gravely ill family member. In order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within 26 weeks.

An employee who is granted a compassionate care leave of absence to care for a gravely ill family member shall be entitled to the benefits as follows:

- (a) The employee's benefit coverage will continue for the duration of the compassionate care leave, to a maximum of eight (8) weeks, and the premium payment shall be on the same basis as if the employee were not on leave.**
- (b) Where an employee elects to buy back pensionable service for part or all of the duration of the compassionate care leave, to a maximum of eight (8) weeks, the Employer will pay the Employer portion of the pension contributions in accordance with the Pension Plan regulations.**
- (c) Compassionate care leave, up to a maximum of eight (8) weeks, shall be treated as continuous employment for the purposes of seniority accrual under this Agreement.**
- (d) An employee who returns to work following a leave granted under this provision shall be placed in the position the employee held prior to the leave or in a comparable position.**

7.8.2 Additional Leaves

Should an employee require additional time to care for a gravely ill family member, additional leaves may be granted beyond the 8 week period specified in 7.8.1 above. Such additional leave shall be pursuant to article 7.2 General Leave.

New Language

Article 8

Parental Leave

(bold text indicates new language)

8.1 Preamble

8.1.1 Definitions

- a) "Common law partner" is a person of the same or different sex where the employee has signed a declaration or affidavit that they have been living in a common-law relationship or have been cohabiting for at least twelve (12) months. The period of co-habitation may be less than twelve (12) months where the employee has claimed the common-law partner's child/children for taxation purposes.

- b) "Base Salary" is the salary that an employee would earn if working their full workload up to a maximum of a full workload as defined in the employee's collective agreement.

8.1.2 Entitlement

Upon written request, an employee shall be entitled to a leave of absence without pay of up to twelve (12) consecutive months in addition to statutory requirements.

8.2 Commencement of Leave

Leave taken under **Article 8.1.2** shall commence:

- 8.2.1** for the birth mother, immediately after the end of the leave taken under the **maternity** leave provisions **or within 52 weeks of the birth** unless the Employer and the employee agree otherwise.

- 8.2.2** for a **spouse, a biological father, or a common-law partner to care for the child after the child's birth and within fifty-two (52) weeks of the birth.**

- 8.2.3 for an adopting parent, within fifty-two (52) weeks after the child is placed with the parent.

8.3 Benefits Continuation

8.3.1 The Employer will maintain coverage for medical, extended health, dental, group life and disability benefits **for leaves taken under Article 8. For the period of the leave, premium and pension contribution payment will be as follows:**

a) Premium payment for benefit coverage shall be on the same basis as if the employee were not on leave.

b) Contributions for pensionable service shall be on the same basis as if the employee were not on leave. Where an employee elects to buy back pensionable service for part or all of the Article 8 leave, the Employer will pay the Employer portion of the pension contributions in accordance with the Pension Plan regulations.

8.3.2 An employee who returns to work following a parental leave shall retain the seniority the employee had attained prior to the leave and shall accrue seniority for the period of leave.

8.3.3 An employee who returns to work following a parental leave, shall be placed in the position the employee held prior to the leave or in a comparable position.

8.3.4 An employee who has taken leave under this provision is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken.

8.3.5 Where the proposed commencement of the leave or return to work does not coincide with the instructional calendar the local parties will negotiate mutually acceptable dates.

8.4 Supplemental Employment Benefit for Maternity and Parental Leave

8.4.1 Effective April 1, 2002, when on maternity or parental leave, an employee will receive a supplemental payment added to Employment Insurance benefits as follows:

(a) For the first two (2) weeks of maternity leave an employee shall receive one hundred percent (100%) of her salary calculated on her average base salary.

(b) For a maximum of fifteen (15) additional weeks of maternity leave the employee shall receive an amount equal to the difference between the Employment Insurance benefits and ninety-five percent (95%) of her salary calculated on her average base salary.

(c) For up to a maximum of thirty-five (35) weeks of parental

leave, the biological mother shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five percent (85%) of the employee's salary calculated on her average base salary.

(d) For up to a maximum of thirty-seven (37) weeks of parental leave, **the spouse**, the biological father **or the common-law partner** or adoptive parent **who is caring for the child shall receive** an amount equal to the difference between the Employment Insurance benefits and eighty-five (85%) of the employee's salary calculated on his/her average base salary.

(e) The average base salary for the purpose of Article 8.4.1 (a) through (d) is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.

8.4.2 An employee is not entitled to receive Supplemental Employment Benefits and disability benefits concurrently. To receive Supplemental Employment Benefits the employee shall provide the Employer with proof of application for and receipt of Employment Insurance benefits.

8.4.3 If an employee is disentitled or disqualified from Employment Insurance maternity or parental benefits, the employee shall receive the supplemental payment to the appropriate percentage less the amount of Employment Insurance benefits the employee would have received if qualified for Employment Insurance benefits.

New Language

Article 9.2.1

Benefit Provisions

(bold text indicates new language)

9.2.1 Benefit Provisions

The following benefits will be provided to employees based on eligibility requirements in the local collective agreements:

- (a) Basic Medical Insurance under the British Columbia Medical Plan, subject to Plan provisions.
- (b) Extended Health Benefits
 - (i) Total life time coverage level will be unlimited.
 - (ii) Reimbursement level on claims will be 95%; where existing reimbursement provisions in a local agreement exceed ninety five (95%) percent, the existing local provision will remain in force.
 - (iii) Hearing Aid benefit claims will be to a maximum of \$600 every five years.
 - (iv) **Medical Travel Referral Benefit** shall be in accordance with the provisions set out in Appendix F.
 - (v) Health and welfare benefits coverage will cease on the day that an employee's employment terminates.
 - (vi) **Eye vision exams shall be reimbursed to a maximum of \$75.00 every two (2) years.**
- (c) Group Life and Accidental Death and Dismemberment Insurance
Group Life and Accidental Death and Dismemberment benefits each shall be set at three (3) times the employee's annual salary.
- (d) Dental Plan
Plan A that includes revision of cleaning of the teeth (prophylaxis and scaling) every nine months except dependent children (up to age 19) and those with gum disease and other dental problems as approved by the Plan.

Dental Plan interpretation shall be in accordance with the

provisions set out in Appendix G.

(e) Termination of Coverage

Retiring employees who are eligible under the local collective agreement for health and welfare benefits **and who have applied for College Pension Plan benefits** will maintain coverage until the commencement of pension health and welfare benefits **and in any event no later than ninety (90) calendar days following the date of the employee's retirement.**

New Language

New Article: Health and Safety Equipment

The employer agrees to supply at no cost to employees all pieces of health and safety apparel and equipment required by Workers' Compensation.

New Language

Letter of Understanding #10: International Work

(new paragraph to be added)

No member of the bargaining unit shall be required or involuntarily scheduled to perform international work.

New Language

New Letter of Understanding: Partial Sick Leave and Partial Disability Benefits

The Parties agree that it is in the interests of both the employee and the employers to enable an employee to remain at work when the employee is only partially disabled.

"Partially disabled" for the purpose of this Letter of Understanding means that the employee is unable to do a portion of his/her normal workload where such portion is agreed by the employer to conform to the configuration of faculty workload in the employee's instructional or non instructional areas and where the partial sick leave is in any event no greater than 80% of a full-time workload in that area. The application of this definition is subject to the employer's legal duty of accommodation.

Determination of whether the employee is partially disabled as defined above shall be by the short-term disability benefits carrier.

An employee who is determined to be partially disabled will be entitled to sick leave under Article 0.3.2 on a pro-rated basis until the employee has satisfied the qualifying period for short-term disability benefits of the equivalent of thirty (30) complete calendar days. In any event, to qualify for short-term disability benefits the employee must complete the qualifying period within six (6) months of the date the employee commenced part-time sick leave.

Should the employee return to his/her full normal duties of his/her own occupation during this qualifying period for short-term disability benefits and then become disabled from the same or related disability within fourteen (14) consecutive calendar days after returning to full active employment, he/she will be considered to be within the same qualifying period.

The employee is required to meet all application, reporting, and other requirements provided for in this short-term and long-term disability benefits plans as applicable.

The carrier's approval of a partial disability claim for sick leave continuation on a pro-rata basis does not in itself mean that the employee's subsequent claims for short-term disability benefits will be automatically approved, nor does approval for short-term disability benefits mean that the employee's subsequent claim for long-term disability benefits will be automatically approved.

Additional information on the processes and criteria for partial sick leave and partial disability benefits are set out in the document titled "Administration of Partial Sick Leave and Partial Disability Benefits", which the Parties agree shall be part of the "Policies and Procedures" sections of the Disability Management Handbook for the common disability benefits plan set out in Article 9.3 of the Common Agreement.

New Language

New Letter of Understanding Common Faculty Professional Development Fund

1. PURPOSE

1.1. The Common Faculty Professional Development Fund is in support of various types of professional development activities. Such professional development is for the maintenance and development of the faculty members' professional competence and effectiveness. The purpose is to assist faculty to remain current and active in their discipline and program. The fund is not meant to replace any existing development or educational funds.

2. PROCESS

2.1. The local parties will mutually agree on a process and criteria for the review and adjudication of employee applications to the fund. The process will include the recommendation of adjudicated applications to the applicable senior administrator. The senior administrator is responsible for the final approval of applications.

3. FUND

3.1. The Common Faculty Professional Development Fund will be set at point six of one percent (0.6%) of faculty salary for each institution.