



# **COLLECTIVE AGREEMENT**

**BETWEEN**

**OKANAGAN COLLEGE**  
(hereinafter called "OC")

OF THE FIRST PART

**AND**

**OKANAGAN COLLEGE FACULTY ASSOCIATION**  
(hereinafter called the "Association")

OF THE SECOND PART

**September 1, 2005 to March 31, 2010**



## TABLE OF CONTENTS

<b>PREAMBLE.....</b>	<b>1</b>
<b>ARTICLE 1 - PURPOSE OF THE AGREEMENT.....</b>	<b>1</b>
1.1 Purpose of the Agreement .....	1
1.2 Conflict with College Policy .....	1
1.3 Future Legislation.....	1
1.4 Use of Singular Terms .....	1
<b>ARTICLE 2 - TERM OF AGREEMENT.....</b>	<b>2</b>
<b>ARTICLE 3 - UNION SECURITY .....</b>	<b>2</b>
3.1 Union Membership and Dues Deduction .....	2
3.2 Representation.....	2
3.3 Strike at OC Premises.....	2
3.4 Access to Association Office.....	2
<b>ARTICLE 4 - TIME OFF FOR MEETINGS AND ASSOCIATION BUSINESS .....</b>	<b>3</b>
4.1 Meeting Times.....	3
4.2 Time Off for Union Business With Pay.....	3
4.3 Release Time for Union Officers .....	3
4.4 Paid Union Leave .....	4
4.5 Leave of Absence for OC Committees .....	4
<b>ARTICLE 5 – PERSONNEL FILES .....</b>	<b>4</b>
5.1 .....	4
5.2 .....	4
5.3 Review of Personnel File .....	4
5.4 .....	4
5.5 .....	4
5.6 .....	4
<b>ARTICLE 6 – ACADEMIC FREEDOM.....</b>	<b>5</b>
<b>ARTICLE 7 – CODE OF CONDUCT FOR STUDENT RELATIONS.....</b>	<b>5</b>
<b>ARTICLE 8 – NO DISCRIMINATION.....</b>	<b>5</b>
8.1 .....	5
8.2 .....	6
8.3 Sexual and Personal Harassment .....	6
8.4 Definitions.....	6
8.5 Procedures .....	7
8.6 Rights of the Parties.....	9
8.7 False Complaints, Breaches of Confidentiality, and Retaliatory Action.....	10
<b>ARTICLE 9 – COPYRIGHT AND PATENT .....</b>	<b>10</b>
9.1 Copyright.....	10
9.2 Copyright Ownership.....	10
9.3 Copyright Expenses .....	11
9.4 Copyright Proceeds.....	12
9.5 Copyright Warranty .....	12
9.6 Patent .....	12
9.7 Patent Application .....	13
9.8 .....	13
9.9 .....	13
<b>ARTICLE 10 - INDEMNITY .....</b>	<b>13</b>

<b>TABLE OF CONTENTS</b>
--------------------------

<b>ARTICLE 11 – RIGHTS OF MANAGEMENT .....</b>	<b>13</b>
<b>ARTICLE 12 - DEFINITIONS OF EMPLOYEE CLASSIFICATIONS .....</b>	<b>14</b>
12.1 Definition of an Employee .....	14
12.2 Definitions of Employee Classifications .....	14
12.3 New Classifications .....	14
<b>ARTICLE 13 - APPOINTMENT OF EMPLOYEES .....</b>	<b>15</b>
13.1 Appointment Categories.....	15
13.2 Simultaneous Appointments .....	16
13.3 Campus Assignment .....	16
13.4 Appointment Process .....	16
13.5 Conversion of Term Employees to Continuing Employees Within a Classification .....	18
13.6 Partial-Load Continuing Appointment .....	20
13.7 Cross-Appointments.....	21
<b>ARTICLE 14 - SELECTION OF EMPLOYEES.....</b>	<b>22</b>
14.1 Vacancies.....	22
14.2 Selection by Open Competition.....	22
14.3 Exceptions to the Open Competition Selection Process .....	23
14.4 Selection: Emergency Situation .....	24
14.5 Selection: Term Appointment.....	24
14.6 Term Appointment Assumed by a Part-time Continuing Employee Pursuant to Section 13.5.6.....	24
14.7 Term Appointment Assumed by a Term Employee in Accordance with Section 13.5.1.....	24
14.8 Term Appointment Assumed by a Non-Instructional Employee Hired into a Part-Time Continuing Appointment Pursuant to 13.1.1.2 .....	24
14.9 Term Appointment Assumed by a Partial-Load Continuing Employee.....	25
14.10 Term Appointment Offered to Former Term Employee .....	25
14.11 Selection: Term Summer Session Appointment .....	25
14.12 Selection: Research Associate .....	25
14.13 Selection: Distance Education Tutor .....	25
<b>ARTICLE 15 - PROBATION .....</b>	<b>25</b>
15.1 Probationary Period .....	25
15.2 Extension of the Probationary Period .....	26
15.3 Completion of the Probationary Period .....	26
15.4 .....	26
15.5 Probation Credit for Term Employees who Become Continuing .....	26
15.6 .....	26
<b>ARTICLE 16 - ADMINISTRATORS .....</b>	<b>26</b>
16.1 Seconded Employees .....	26
16.2 Entry and Re-entry into the Bargaining Unit of Educational Administrators .....	27
16.3 Selection of Administrative Staff .....	27
16.4 Selection of Deans or Directors of Non-departmentalized Schools.....	28
16.5 Designation of External Candidates for Administrative Positions as Seconded Employees.....	28
<b>ARTICLE 17 – DUTIES AND RESPONSIBILITIES OF FACULTY .....</b>	<b>29</b>
17.1 Duties and Responsibilities .....	29
17.2 Research Associate Duties .....	30
17.3 Distance Education Tutor Duties.....	31
17.4 Duty Period.....	31
17.5 Office Hours .....	31
17.6 Course and Program Development .....	31

<b>TABLE OF CONTENTS</b>
--------------------------

<b>ARTICLE 18 – WORKLOADS FOR COLLEGE PROFESSORS.....</b>	<b>32</b>
18.1 Assignment of Duties .....	32
18.2 Teaching Workloads .....	32
18.3 Teaching Workload Measures .....	33
18.4 Teaching Workload Limits.....	33
18.6 Semester Length.....	34
18.7 Workload Credit .....	34
<b>ARTICLE 19 – WORKLOADS OF NON-INSTRUCTIONAL FACULTY .....</b>	<b>34</b>
19.1 .....	34
19.2 .....	34
19.3 .....	34
19.4 .....	34
19.5 .....	34
19.6 .....	35
19.7 Overload Remuneration.....	35
19.8 Compensatory Time Off.....	35
<b>ARTICLE 20 – SPECIAL COURSES.....</b>	<b>36</b>
20.1 Summer Session Courses .....	36
20.2 Distance Education Courses.....	36
20.3 Other Special Courses .....	36
20.4 Continuing Studies Courses.....	37
<b>ARTICLE 21 – EVALUATIONS .....</b>	<b>37</b>
21.1 Formative Teaching Evaluations.....	37
21.2 Summative Evaluations.....	37
<b>ARTICLE 22 - PROFESSIONAL DEVELOPMENT .....</b>	<b>38</b>
22.1 .....	38
22.2 Professional Development Fund for Continuing Employees .....	38
22.3 Professional Development Committees.....	38
22.4 .....	38
22.5 Professional Development Committees Guidelines and Procedures .....	38
<b>ARTICLE 23 - STUDY, PROFESSIONAL DEVELOPMENT, AND RESEARCH LEAVE .....</b>	<b>39</b>
<b>ARTICLE 24 – EXTENDED STUDY LEAVE .....</b>	<b>39</b>
24.1 Period of the Leave .....	39
24.2 Extended Study Leave Fund.....	39
24.3 Extended Study Leave Committee .....	39
24.4 Eligibility .....	40
24.5 Extended Study Leave Committee Policies and Procedures .....	40
24.6 Extended Study Leave Research Grant .....	41
<b>ARTICLE 25 - DEPARTMENTS AND DEPARTMENT CHAIRS .....</b>	<b>41</b>
25.1 Definition of Department .....	41
25.2 Members of Departments.....	41
25.3 Responsibilities of Departments .....	41
25.4 Department Chairs .....	42
25.5 Selection Procedure.....	42
25.6 Term of Appointment.....	42
25.7 Instructional Departments .....	43
25.8 Chair Stipend .....	43

<b>TABLE OF CONTENTS</b>
--------------------------

<b>ARTICLE 26 – RETIREMENT AND RESIGNATION.....</b>	<b>43</b>
26.1 Retirement.....	43
26.2 Early Retirement Incentive .....	44
26.3 Resignation .....	44
<b>ARTICLE 27 – REDUCTION OF EMPLOYEES ON TERM APPOINTMENT .....</b>	<b>45</b>
27.1 Termination of Full-time Term Appointments.....	45
27.2 Termination of Part-time Term Appointments Prior to Commencement Date .....	45
27.3 Termination of Part-time Term Appointments Subsequent to Commencement Date .....	45
27.4 Employment Records.....	45
27.5 Notice to the Association.....	45
27.6 Reduction of Scope of Assignment of Part-time Term Employees.....	46
<b>ARTICLE 28 – PROGRAM REDUNDANCY AND PROGRAM REDUCTION .....</b>	<b>46</b>
28.1 Preamble.....	46
28.2 Definitions.....	46
28.3 Program Redundancy .....	47
28.4 Program Reduction .....	48
28.5 Reduction of Positions .....	49
<b>ARTICLE 29 – FINANCIAL EXIGENCY .....</b>	<b>49</b>
29.1 Definition of Financial Exigency .....	49
29.2 Notice to the Association.....	50
29.3 Financial Exigency Committee.....	50
29.4 Report of the Financial Exigency Committee.....	50
29.5 Declaration of Financial Exigency .....	51
29.6 Reductions .....	51
29.7 Seniority .....	52
29.8 Notice of Layoff .....	52
29.9 Severance Payments .....	52
29.10 Right of Recall.....	52
29.11 Rights of Laid off Employees .....	52
<b>ARTICLE 30 – TECHNOLOGICAL CHANGE .....</b>	<b>53</b>
30.1 .....	53
30.2 .....	53
30.3 .....	53
30.4 .....	53
30.5 .....	53
30.6 .....	53
<b>ARTICLE 31 – CENSURE, SUSPENSION, AND DISMISSAL .....</b>	<b>53</b>
31.1 .....	53
31.2 Censure.....	54
31.3 Suspension.....	54
31.4 Dismissal.....	54
<b>ARTICLE 32 – GRIEVANCE PROCEDURE .....</b>	<b>54</b>
32.1 .....	54
32.2 Time-limits for Grievance .....	54
32.3 Procedure.....	54
32.4 Policy Grievance .....	55
32.5 Extension of Time Periods .....	55
32.6 Grievance Arbitration .....	55
32.7 Failure to Act.....	55
32.8 Consent for Negotiation on Grievance.....	55

<b>TABLE OF CONTENTS</b>
--------------------------

32.9	Technical Objections to Grievances .....	56
32.10	Retroactive Settlements .....	56
32.11	Dismissal or Suspension Grievance .....	56
32.12	OC Initiated Grievances .....	56
<b>ARTICLE 33 - SALARY .....</b>		<b>56</b>
33.1	Salaries for Employees on Continuing Appointments .....	56
33.2	Salaries for Employees on Term Appointments .....	57
33.3	Extended Semester Salary .....	57
33.4	Increments .....	57
33.5	Distance Education Salaries .....	58
33.6	Payment of Salaries .....	58
33.7	Payment of Distance Education Tutors' Salaries .....	59
33.8	Research Associates .....	59
33.9	WorksafeBC Occupational First Aid Attendant Stipend .....	59
<b>ARTICLE 34 - APPLICATION OF SALARY SCALE .....</b>		<b>59</b>
34.1	.....	59
34.2	.....	59
34.3	Salary Placement .....	60
34.4	Maximum Initial Placement .....	60
34.5	Evaluation of New Qualification .....	60
<b>ARTICLE 35 - HEALTH AND WELFARE PLANS .....</b>		<b>60</b>
35.1	Benefits Eligibility .....	60
35.2	.....	62
35.3	Benefits for Partial-Load Continuing, Part-Time Continuing and Term Employees .....	62
<b>ARTICLE 36 - PENSION .....</b>		<b>63</b>
36.1	Mandatory Enrolment .....	63
36.2	Existing Employees .....	63
<b>ARTICLE 37 - TRAVEL EXPENSES AND ALLOWANCES .....</b>		<b>63</b>
37.1	Out of Region .....	63
37.2	In Region .....	63
37.3	Own Vehicle Travel Allowance .....	64
37.4	.....	64
37.5	Vehicle Insurance .....	64
37.6	Parking .....	64
37.7	Professional Allowance .....	64
37.8	Grants-in-Aid Fund .....	65
<b>ARTICLE 38 - TRANSFER .....</b>		<b>65</b>
38.1	Transfer To Another Centre .....	65
38.2	Voluntary Transfer .....	65
38.3	OC Initiated Transfer .....	65
38.4	Relocation Expenses for OC Initiated Transfer .....	65
38.5	.....	66
38.6	.....	66
<b>ARTICLE 39 - VACATIONS .....</b>		<b>66</b>
39.1	Vacation: Continuing or Full-Time Term Appointments of 10 Months or More .....	66
39.2	Vacation: Term Appointments and Accrued Work .....	67
<b>ARTICLE 40 – STATUTORY HOLIDAYS AND OTHER HOLIDAYS .....</b>		<b>68</b>
40.1	.....	68

**TABLE OF CONTENTS**

40.2 .....	68
<b>ARTICLE 41 - SICK LEAVE .....</b>	<b>68</b>
41.1 .....	68
41.2 .....	68
41.3 .....	68
41.4 .....	68
41.5 .....	69
41.6 .....	69
41.7 .....	69
41.8 .....	69
41.9 .....	69
41.10 Sick Leave Donation .....	69
41.11 .....	70
41.12 .....	70
41.13 .....	70
<b>ARTICLE 42 – MATERNITY AND PARENTAL LEAVE .....</b>	<b>70</b>
42.1 Maternity Leave.....	70
42.2 Parental Leave .....	70
42.3 Benefits Continuation .....	70
42.4 Supplemental Employment Benefit Plan for Maternity and Parental Leave .....	71
42.5 Additional Parental Leave .....	71
<b>ARTICLE 43 – OTHER LEAVES .....</b>	<b>71</b>
43.1 Preamble .....	71
43.2 General Leave.....	71
43.3 Retention of Status.....	72
43.4 Benefits While on Leave .....	72
43.5 Bereavement Leave .....	72
43.6 Compassionate or Family Illness Leave .....	72
43.7 Jury Duty and Court Appearances .....	72
43.8 Public Duties .....	72
43.9 Exchange Leave .....	73
43.10 Deferred Salary Leave .....	73
43.11 Leave for Meetings and Conferences .....	73
<b>ARTICLE 44 - JOINT COMMITTEE ON THE ADMINISTRATION OF THE AGREEMENT .....</b>	<b>73</b>
44.1 .....	73
44.2 .....	73
44.3 .....	73
44.4 .....	73
<b>44.5 .....</b>	<b>74</b>
<b>ARTICLE 45 - NEGOTIATIONS .....</b>	<b>74</b>
45.1 .....	74
45.2 .....	74
45.3 .....	74
<b>ARTICLE 46 - MEDIATION.....</b>	<b>74</b>
<b>ARTICLE 47 – PRINTING AND DISTRIBUTION OF COLLECTIVE AGREEMENT .....</b>	<b>74</b>
<b>ARTICLE 48 - ARTICLES HELD INVALID.....</b>	<b>74</b>
48.1 .....	74
48.2 .....	75



<b>TABLE OF CONTENTS</b>
--------------------------

<b>ARTICLE 49 – EMPLOYMENT OF NON-MEMBERS.....</b>	<b>75</b>
49.1 .....	75
49.2 .....	75
49.3 Teaching Assistants and Laboratory Demonstrators.....	75
49.4 Teaching Assistants .....	75
49.5 Laboratory Demonstrators .....	76
<b>APPENDIX A - SALARY SCALE .....</b>	<b>78</b>
<b>APPENDIX B - DEPARTMENTS .....</b>	<b>79</b>
<b>LETTER OF UNDERSTANDING #1 - EXTERNAL STUDIES.....</b>	<b>80</b>
<b>LETTER OF UNDERSTANDING #2 - DIRECTED STUDIES COURSES.....</b>	<b>81</b>
<b>LETTER OF UNDERSTANDING #3 - POLICY ON FORMATIVE TEACHING EVALUATIONS.....</b>	<b>82</b>
<b>LETTER OF UNDERSTANDING #4 - PRIOR LEARNING ASSESSMENT .....</b>	<b>84</b>
<b>LETTER OF UNDERSTANDING # 5 - INCENTIVE PAYMENT.....</b>	<b>86</b>
<b>LETTER OF UNDERSTANDING # 6 - LARGE CLASSES, TEACHING ASSISTANTS, AND LABORATORY DEMONSTRATORS.....</b>	<b>87</b>
<b>LETTER OF UNDERSTANDING #7 - APPROPRIATE HANDBOOK .....</b>	<b>88</b>
<b>LETTER OF UNDERSTANDING #8 - FISCAL DIVIDEND .....</b>	<b>89</b>
<b>LETTER OF UNDERSTANDING # 9 - IMPLEMENTATION OF RIGHT OF ACCRUAL FOR THE FALL, 2006 AND WINTER, 2007 SEMESTERS .....</b>	<b>90</b>
<b>LETTER OF UNDERSTANDING #10 - CONVERSION OF WORKLOAD PROVISIONS .....</b>	<b>91</b>
<b>LETTER OF UNDERSTANDING #11 - SEMESTER AVERAGING.....</b>	<b>92</b>
<b>LETTER OF UNDERSTANDING #12 - AMENDMENT TO MEMORANDUM OF SETTLEMENT – SALARY ANOMOLIES; AMENDMENT TO LOU #5 – INCENTIVE PAYMENT .....</b>	<b>93</b>

**ALPHABETICAL INDEX**

Academic Freedom .....	5
Access to Association Office .....	2
Accidental Death and Dismemberment.....	61
Administrators .....	26
Annual Report .....	37
Application of Salary Scale.....	59
Appointment Categories.....	15
Appointment Process .....	16
Appropriate Handbook .....	88
Articles Held Invalid .....	74
Assignment of Duties .....	32
Benefits Continuation (Maternity & Parental Leave) .....	70
Benefits Eligibility .....	60
Benefits for New Classifications.....	14
Benefits for Partial-Load Continuing, Part-time Continuing and Term Employees.....	62
Benefits While on Leave.....	72
Bereavement Leave .....	72
Campus Assignment .....	16
Censure .....	54
Chair Stipend .....	43
Class Sizes .....	33
Classifications .....	14
Code of Conduct for Student Relations.....	5
College Professor .....	14
Compassionate or Family Illness Leave .....	72
Compensatory Time Off (Non-Instructional).....	35
Conflict with College Policy .....	1
Consent for Negotiation on Grievance .....	55
Continuing Appointment.....	15
Continuing Studies Courses.....	37
Conversion of a Partial-load Appointment.....	20
Conversion of Full-time Continuing to Partial-load Continuing .....	20
Conversion of Term Employees to Continuing Employees Within a Classification .....	18
Copyright and Patent .....	10
Copyright Expenses .....	11
Copyright Ownership .....	10
Copyright Proceeds .....	12
Copyright Warranty .....	12
Counsellor .....	14
Course and Program Development.....	31
Course Preparations, Limitation on.....	33
Creation of New Classifications .....	14
Cross-Appointments .....	21
Declaration of Financial Exigency .....	51
Deferred Salary Leave .....	73
Definition of an Employee .....	14
Definitions of Employee Classifications .....	14
Dental Care Plan .....	61
Department Chairs .....	42
Departments and Department Chairs .....	41, 79
Designation of External Candidates for Administrative Positions as Seconded Employees .....	28
Directed Studies Courses.....	81
Discrimination .....	5

**ALPHABETICAL INDEX**

Dismissal .....	54
Dismissal or Suspension Grievance .....	56
Distance Education Courses .....	36
Distance Education Salaries .....	58
Distance Education Tutor .....	14, 30
Duties and Responsibilities .....	29
Duty Period .....	31
Duty Period (for Partial-Load Continuing) .....	21
Early Retirement Incentive .....	44
Educational Technology Coordinator .....	14
Employee Assistance Program .....	61
Employment of Non-Members .....	75
Employment Records .....	45
Entry and Re-entry into the Bargaining Unit of Educational Administrators .....	27
Evaluations .....	37
Evaluation of New Qualification.....	60
Exceptions to the Open Competition Selection Process.....	23
Exchange Leave .....	73
Extended Health Benefits.....	61
Extended Semester Salary.....	57
Extended Study Leave Committee.....	39
Extended Study Leave Committee Policies and Procedures.....	40
Extended Study Leave .....	39
Extended Study Leave Fund.....	39
Extended Study Leave Research Grant.....	41
Extension of Time Periods .....	55
External Studies .....	80
Eye Vision Exams .....	61
Failure to Act .....	55
False Complaints, Breaches of Confidentiality, and Retaliatory Action .....	10
Financial Exigency .....	49
Financial Exigency Committee .....	50
First Aid Attendant Stipend.....	59
Fiscal Dividend .....	89
Formative Teaching Evaluations.....	37, 82
Future Legislation .....	1
General Leave .....	72
Grants-in-Aid Fund .....	65
Grievance Arbitration .....	55
Grievance Procedure .....	54
Harassment .....	6
Harassment Procedures.....	7
Health and Welfare Plans.....	60
Incentive Payment .....	86, 93
Increments .....	57
Indemnity .....	13
Instructional and Professional Duties.....	29
Instructional Year Workload Limit .....	33
Intercollegiate Athletics, Recreation and Student Life Coordinator .....	14
Joint Committee on the Administration of the Agreement.....	74

## ALPHABETICAL INDEX

Jury Duty and Court Appearances .....	72
Laboratory Demonstrators .....	76, 87
Large Classes .....	87
Leaves (Other) .....	71
Leave for Meetings and Conferences .....	73
Leave of Absence for OC Committees.....	4
Librarian .....	14
Life Insurance Plan .....	60
Lodging Allowance .....	63
Long Term Disability .....	61
Management Rights .....	13
Maternity and Parental Leave .....	70
Maternity Leave .....	70
Maximum Initial Placement .....	60
Mediation .....	7, 74
Medical Care Plan .....	61
Members of Departments.....	41
Mileage (Own Vehicle Travel Allowance).....	64
Negotiations .....	74
New Classifications .....	14
No Discrimination .....	5
Notice of Layoff .....	52
Notice to Association .....	45, 50
Office Hours .....	31
Optical Coverage .....	61
Other Leaves .....	72
Other Special Courses .....	36
OC Initiated Grievances .....	56
OC Initiated Transfer .....	65
Overload, College Professors .....	34
Overload, Non-Instructional Faculty.....	35
Overload Remuneration (Non-Instructional) .....	35
Own Vehicle Travel Allowance.....	64
Paid Union Leave .....	4
Parental Leave .....	70
Parental Leave, Additional .....	71
Parking .....	64
Partial-Load Continuing Appointment .....	20
Part-time Salaries .....	57
Patent .....	12
Pension .....	63
Personal Harassment .....	6
Personnel Files .....	4
Policy Grievance .....	55
Posting & Advertising .....	22
Printing and Distribution of Collective Agreement.....	74
Prior Learning Assessment .....	84
Probation .....	25
Professional Allowance .....	64
Professional Development .....	30, 38
Professional Development Committees Guidelines and Procedures .....	38

**ALPHABETICAL INDEX**

Professional Development Committees .....	38
Professional Development Fund for Continuing Employees.....	38
Professional Registration Costs .....	64
Program Redundancy and Program Reduction .....	46
Public Duties .....	72
Purpose of the Agreement .....	1
Qualifications .....	60
Qualifications, Evaluation of New.....	60
Reduction of Employees on Term Appointment.....	45
Reduction of Positions .....	49
Reduction of Scope of Assignment of Part-time Term Employees.....	46
Reductions .....	51
Release Time for Department Chairs.....	43
Release Time for Union Officers .....	3
Relocation Expenses for OC Initiated Transfer.....	65
Report of the Financial Exigency Committee .....	50
Representation .....	2
Research Associate .....	14, 30
Resignation .....	44
Responsibilities of Departments.....	41
Retention of Status .....	72
Retirement and Resignation.....	43
Retirement .....	43
Retroactive Settlements .....	56
Right of Accrual .....	18
Right of Accrual (Implementation).....	90
Right of Recall .....	52
Rights of Laid Off Employees.....	52
Salaries for Employees on Term Appointments.....	57
Salary .....	56
Salary, Extended Semester.....	57
Salary, Payment .....	58
Salary, Research Associate .....	59
Salary Placement .....	60
Salary Scale .....	78
Scholarly Activity .....	30
Seconded Employees .....	26
Selection by Open Competition.....	22
Selection Committees .....	22
Selection Committee Review (for Conversion) .....	18
Selection of Administrative Staff .....	27
Selection of Deans or Directors of Non-departmentalized Schools.....	28
Selection of Employees .....	22
Selection Procedure, Department Chair .....	42
Selection Process .....	23
Selection: Distance Education Tutor .....	25
Selection: Emergency Situation .....	24
Selection: Research Associate.....	25
Selection: Term Appointment.....	24
Selection: Term Summer Session Appointment .....	25
Semester Averaging .....	92
Semester Instructional Workload Limit.....	33
Semester Length .....	34

**ALPHABETICAL INDEX**

Seniority .....	52
Service .....	30
Severance Payments .....	52
Sexual Harassment .....	6
Sick Leave .....	68
Sick Leave Donation .....	69
Simultaneous Appointments.....	16
Six Month Partial-load Continuing Position .....	20
Six Month Partial-load Continuing Position, Salary.....	56
Special Courses .....	36
Statutory Holidays and Other Holidays .....	68
Strike at OC Premises .....	2
Study, Professional Development, and Research Leave.....	39
Summative Evaluations .....	37
Summer Session Courses.....	36
Summer Session, Workload Credit .....	34
Supplemental Employment Benefit Plan for Maternity and Parental Leave .....	71
Suspension .....	54
Teaching Assistants .....	75, 87
Teaching Load Unit (TLU) .....	33
Teaching Workloads .....	32
Teaching Workload Measures.....	33
Teaching Workload Limits.....	33
Technical Objections to Grievances.....	56
Technological Change .....	53
Telephone Allowance .....	63
Term Appointment .....	15
Term Appointment, Selection Process.....	24
Term of Agreement .....	2
Termination of Full-time Term Appointments .....	45
Termination of Part-time Term Appointments Prior to Commencement Date .....	45
Termination of Part-time Term Appointments Subsequent to Commencement Date.....	45
Time off for Meetings and Association Business .....	3
Time-limits for Grievance .....	54
Transfer .....	65
Travel Expenses and Allowances .....	63
Travel, Limitation on .....	33
Union Membership and Dues Deduction .....	2
Union Security .....	2
Use of Singular Terms .....	1
Vacancies .....	22
Vacations .....	66
Vacation Application .....	67
Vacation Carry Over .....	67
Vacation Entitlement .....	66
Vacation in the Final Year of Employment.....	67
Vacation: Continuing or Full-Time Term Appointments of 10 Months or More.....	67
Vacation: Term Appointments and Accrued Work .....	67
Vehicle Insurance .....	64
Voluntary Transfer .....	65
Weekly and Daily Hour Limits .....	33
Workload Assignment .....	32

**ALPHABETICAL INDEX**

Workload Credit, College Professors ..... 34  
Workload Credit for Chairs ..... 43  
Workload Limits ..... 33  
Workload Limits (Partial-Load Continuing)..... 21  
Workload Provisions (Conversion) ..... 91  
Workloads for College Professors..... 32  
Workloads of Non-Instructional Faculty ..... 34  
WorksafeBC Occupational First Aid Attendant Stipend ..... 59

## **PREAMBLE**

WHEREAS Okanagan College is an employer within the meaning of the Labour Relations Code:

AND WHEREAS the Association is a trade union within the meaning of said Code and is the bargaining authority for that group of employees engaged as full-time and part-time college professors, librarians, counsellors, educational technology coordinators, intercollegiate athletics, recreation and student life coordinators, distance education tutors and research associates at Okanagan College.

AND WHEREAS it is the desire of both parties to this Agreement:

1. to encourage an effective teaching and learning atmosphere in Okanagan College and to provide a high quality of education to the students of Okanagan College while encouraging efficiency of operation;
2. to promote harmonious relations and settled conditions of employment between Okanagan College and the employees.
3. to recognize the mutual value of joint discussions in matters pertaining to working conditions, duties and responsibilities, scales of wages and other related matters;
4. to promote the morale, well-being and security of all employees in the bargaining unit of the Association;
5. to encourage the implementation of the Okanagan College Mission and Statement of Values, it being recognized that the Okanagan College Mission and Statement of Values is not part of this Collective Agreement for any purposes and is therefore neither grievable nor arbitrable.

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of these employees be drawn up in an agreement;

NOW, therefore, this Agreement witnesseth that the parties hereto agree one with the other as follows:

## **ARTICLE 1 - PURPOSE OF THE AGREEMENT**

### **1.1 Purpose of the Agreement**

The purpose of this Agreement is to establish the terms and conditions of employment so that effective operations and harmonious relationships may be maintained between OC and the Association to the benefit of both parties and the community OC serves.

### **1.2 Conflict with College Policy**

Every reasonable effort shall be made to harmonize employer policies with the provisions of this Agreement. In the event of a conflict between the contents of this Agreement and any policies made by the employer, the terms of this Agreement shall prevail.

### **1.3 Future Legislation**

In the event that any current or future legislation renders null and void or materially alters any provision of this Agreement, the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered. All other provisions of this Agreement shall remain in full force and effect.

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

Wherever the singular is used in this Agreement, the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.



## **ARTICLE 2 - TERM OF AGREEMENT**

This Agreement, until changed by mutual consent of both parties hereto, shall be in force and effect from and after September 1, 2005, to and including March 31, 2010, thereafter unless either party gives notice to commence collective bargaining in accordance with the Labour Relations Code of British Columbia, in which case the Agreement shall remain in force until a new Collective Agreement is concluded.

## **ARTICLE 3 - UNION SECURITY**

### **3.1 Union Membership and Dues Deduction**

#### **3.1.1**

OC shall inform new employees that a collective agreement between OC and the Association is in effect, and of the conditions of employment set out in sections 3.1.2 and 3.1.5 dealing with Association security and dues checkoff. OC shall give all new employees a copy of the current Agreement at the time of offer of appointment.

#### **3.1.2**

An employee shall, as a condition of employment, complete an Assignment of Wages form providing for the deduction of Association dues, initiation fees and other charges as directed by the Association.

#### **3.1.3**

If an employee charges OC with wrongful deduction of dues or levies as per section 3.1.2, such charge shall be referred to the Association, and OC shall be under no obligation to reimburse the employee.

#### **3.1.4**

OC shall deduct from each salary payment of each employee the Association dues as determined by the Association. These dues shall be transmitted to the Association without delay.

#### **3.1.5**

Every employee shall be a member of the Association, and shall maintain his or her membership in the Association as a condition of employment, subject to Section 17 of the Labour Relations Code.

### **3.2 Representation**

No employee or group of employees shall undertake to represent the Association at meetings with OC, the OC President, or their designates, without the proper authorization of the Association. To implement this, the Association shall supply OC with the names of its officers and their Association functions. OC shall supply the Association with the names and positions of its officers and designated supervisors referred to in this Agreement with whom the Association and its members will be required to transact business.

### **3.3 Strike at OC Premises**

In the event that a legal picket line is set up at any OC premises, any refusal to work or failure to cross such picket line by employees shall not be considered a violation of this Agreement nor constitute sufficient grounds for suspension, dismissal or warning of unsatisfactory service.

### **3.4 Access to Association Office**

In the event that OC locks-out the Association or any members of the Association, or in the event that the Association strikes, OC agrees that it shall in no way restrict orderly access to and use of the premises during the period of such lock-out or strike. This access shall be limited to the Executive of the Association and persons designated by the Executive of the Association, to a maximum of forty persons for the purpose of conducting Association business.

## **ARTICLE 4 - TIME OFF FOR MEETINGS AND ASSOCIATION BUSINESS**

### **4.1 Meeting Times**

Meetings between representatives of the Association and OC shall be scheduled at times mutually agreeable to the parties. Reasonable effort shall be made to hold such meetings at times that do not conflict with assigned duties.

### **4.2 Time Off for Union Business With Pay**

#### **4.2.1**

Any employee who is a member of the Association's Negotiations or Grievance Committees shall have the privilege of attending, without loss of salary or benefits, meetings of these committees held during working hours, and at which business is conducted with OC officers and/or agents. OC shall assist the employee in making satisfactory arrangements to cover his or her instructional or assigned duties as required by attendance at such meetings.

#### **4.2.2**

Provided permission is granted by the designated supervisor and arrangements can be made for covering duties, employees shall be given time off to attend to Association business.

#### **4.2.3**

Employees shall be given time off without loss of salary or benefits in order to appear, when required, before an arbitration board or a Labour Relations Board panel.

### **4.3 Release Time for Union Officers**

#### **4.3.1**

OC shall grant any requested one-year (July 1 to June 30) or half-year (July 1 to December 31 or January 1 to June 30) full or part-time releases for up to seven officers of the Association. The request for a release shall be made by written application to the OC President by June 15 for a one-year release or a half-year release beginning July 1, and by October 31 for a half-year release beginning January 1.

#### **4.3.2**

OC shall grant, upon two months' written notice from the Association, any full-time or part-time releases for any employee selected for a full-time or part-time position with any organization with which the Association is affiliated. The two-month notice period may be shortened by agreement between OC and the Association.

#### **4.3.3**

The Association may purchase additional release time at replacement cost. Such leaves shall not be unreasonably withheld.

#### **4.3.4**

OC shall pay the salary and benefits accruing to such employee(s) referred to in section 4.3.1, 4.3.2, and 4.3.3 during the period of the specified leave. The Association shall pay to OC the actual salary, benefits, recruitment and relocation costs for those employees identified by the department that are consequences of the release.

#### **4.3.5**

Where such leave is granted, OC shall replace the employee as necessary.

#### **4.3.6**

Should replacement(s) satisfactory to the designated supervisor, in consultation with the Department Chair, not be found by an appropriate date in any given year, then the employees shall not be entitled to the leave.

#### **4.4 Paid Union Leave**

##### **4.4.1**

OC shall provide the Association with paid union leave to the total equivalent of one-quarter full-time equivalent per annum. OC shall do this by reducing the amount owed by the Association for leave replacement pursuant to 4.3.4 by an amount calculated in accordance with the protocol established by OC and the Association and agreed to on February 5, 2001.

##### **4.4.2**

Costs arising from this provision will not be charged against the program area of the participating Association representative.

#### **4.5 Leave of Absence for OC Committees**

##### **4.5.1**

An employee whose assigned work schedule would prevent her or him from attending meetings of an OC committee to which she or he has been elected or appointed by OC, shall be granted a leave of absence from her or his regular duties without loss of pay or other entitlements to attend such meetings.

##### **4.5.2**

Where such leave is granted, OC shall replace the employee as necessary. Costs arising from this provision shall not be charged against the program area of the participating employee.

### **ARTICLE 5 – PERSONNEL FILES**

#### **5.1**

OC shall maintain one official personnel file for each employee and the file shall contain only factual material relevant to the employment and performance of the employee.

#### **5.2**

The official personnel file shall be maintained by, and located in, the Human Resources Department.

#### **5.3 Review of Personnel File**

An employee shall have access to all material in the employee's official personnel file at a time or times mutually convenient to OC and the employee. Examination of the contents of the official personnel file shall be in the presence of a person authorized by OC.

#### **5.4**

Material not in an employee's official personnel file shall not be used in any evaluative or disciplinary procedure, or otherwise to the disadvantage of the employee.

#### **5.5**

No material will be taken from an employee's official personnel file and made available to a third party without the consent of the employee, unless either the law requires that the material be provided to a third party, in which case the employee will be notified, or the Agreement requires that the material be provided to a third party.

#### **5.6**

When material is placed in an employee's official personnel file other than routine material such as payroll and benefits records, curriculum vitae, credentials, appointment letters, contracts and evaluations, the employee shall be so informed. The employee may elect to attach an addendum to the material.

## **ARTICLE 6 – ACADEMIC FREEDOM**

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

## **ARTICLE 7 – CODE OF CONDUCT FOR STUDENT RELATIONS**

### **7.1**

Okanagan College and the Okanagan College Faculty Association are committed to fostering an academic environment in which faculty and students can be expected to be treated with honesty, integrity, fairness, and respect. Faculty members have an obligation, in carrying out their professional duties, to promote this environment, and to strive to avoid situations of perceived bias, as well as an obligation to respect and maintain their right of academic freedom.

### **7.2**

A faculty member shall be fair to his or her students, particularly in evaluating them or when acting as a referee.

### **7.3**

A faculty member shall not exploit his or her professional relationships with students for personal gain.

### **7.4**

A faculty member shall not initiate or acquiesce in a sexual or romantic relationship with a student who is, or who can reasonably be expected to be, enrolled in his or her class or otherwise subject to his or her direct supervision, evaluation or counselling.

### **7.5**

Where a faculty member and a student over whom he or she has a direct supervisory or evaluative role were or are in a close personal relationship, such as a familial relationship, a close commercial or business relationship, or a previous romantic or sexual relationship, such that there may reasonably be perceived to be a conflict of interest or possible bias, the faculty members shall inform his or her designated supervisor of the potential conflict of interest. Where appropriate, the designated supervisor will make alternate arrangements.

### **7.6**

Where a faculty member has been given a work assignment that involves a direct supervisory or evaluative role with a student with whom a continuing sexual or romantic relationship exists, the faculty member shall inform his or her designated supervisor of the potential conflict of interest. Where appropriate, the designated supervisor will make alternate arrangements.

### **7.7**

Nothing in this article may infringe on the academic freedom of faculty as defined in article 6.

## **ARTICLE 8 – NO DISCRIMINATION**

### **8.1**

There shall be no discrimination based on the grounds as set out in the Human Rights Code of British Columbia.

## **8.2**

Further, OC and its agents agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, termination, discipline, dismissal, or otherwise by reason of age, race, creed, colour, nationality, political or religious affiliations, physical or mental disability, sexual orientation, sex or marital status, nor by reason of membership in a labour union, and employees shall at all times and in like manner act in good faith toward OC.

## **8.3 Sexual and Personal Harassment**

### **8.3.1**

OC promotes teaching, scholarship and research and the free and critical discussion of ideas.

### **8.3.2**

The Association and OC are committed to providing a working and learning environment that allows for full and free participation of all members of the institutional community. Harassment undermines these objectives and violates the fundamental rights, personal dignity and integrity of individuals or groups of individuals. Harassment is a serious offence that may be cause for disciplinary sanctions including, where appropriate, dismissal or expulsion.

### **8.3.3**

OC has a responsibility to comply with the provisions of the BC Human Rights Code and to take action to remedy human rights concerns and complaints arising in the work environment. OC will provide procedures to handle complaints, to resolve problems and to remedy situations where harassment occurs.

### **8.3.4**

OC shall offer educational and training programs designed to prevent harassment and to support the administration of the institutional policies and to ensure that all members of the institutional community are aware of their responsibility with respect to the policy.

## **8.4 Definitions**

### **8.4.1**

Harassment is a form of discrimination that adversely affects the recipient on one or more of the prohibited grounds under the BC Human Rights Code.

### **8.4.2**

Harassment as defined above is behaviour or the effect of behaviour, whether direct or indirect, which meets one of the following conditions:

- a) is abusive or demeaning;
- b) would be viewed by a reasonable person experiencing the behaviour or effect of the behaviour, as an unwelcome and unwanted interference with her/his participation in an institutional-related activity;
- c) creates a poisoned environment.

As of this date, the grounds protected against discrimination by the BC Human Rights Code are age, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation and, in the case of employment, an unrelated criminal or summary conviction that is unrelated to the employment or to the intended employment of that person.

### **8.4.3**

Sexual Harassment is behaviour of a sexual nature by a person who knows or ought reasonably to know that the behaviour is unwanted or unwelcome; and

- a) which interferes with another person's participation in an institution-related activity; or
- b) which leads to or implies employment, or academically-related consequences for the person harassed; or
- c) which creates a poisoned environment.

### **8.4.4**

Personal harassment is defined as offensive comments and/or actions that, by a reasonable standard, create an abusive or intimidating work environment over a period of time. Comments or actions that serve a legitimate, work-related purpose shall not be deemed to constitute personal harassment under this clause.

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

- a) Physical threat, intimidation, or assault or unwelcome physical contact such as touching, patting, pinching, and punching;
- b) Implied or expressed threat of reprisal, or denial of opportunity for refusal to comply with a request which serves no legitimate work-related purpose;
- c) 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.

## **8.5 Procedures**

### **8.5.1 Inquiries and Information Received**

When an OC administrator receives information and/or an inquiry from any individual regarding a potential instance of harassment involving a bargaining unit employee, he or she shall meet with the individual involved in an expeditious manner to advise him or her on the options available in accordance with this Article, including not proceeding to consensual mediation, and/or investigation. The administrator may also refer the individual involved to the OC Human Rights Advisor or any other relevant OC administrator for information and advice. If, as a result of this process a written complaint is made involving an individual covered by this collective agreement, OC shall inform the Association to initiate a mediation process and/or an investigation pursuant to sections 8.5.3 and 8.5.4.

### **8.5.2**

Complaints may be made up to one (1) year after an alleged incident.

### **8.5.3 Mediation**

#### **8.5.3.1**

When a complaint is received by OC involving an individual covered by this Agreement, OC and the Association shall initiate a mediation process. The mediation process is the recommended avenue of resolution.

#### **8.5.3.2**

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

- a) OC and the Association shall discuss the nature of the complaint and agree upon who will conduct the mediation;

- b) the mediation process and resolution shall be kept strictly confidential by all participants;
- c) where a resolution is reached, the complainant and the respondent 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 in an employee's file. The written resolution shall 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;
- e) when a complaint is withdrawn, there shall be no record in the employee's file.

#### **8.5.4 Investigation**

##### **8.5.4.1**

Where either the complainant or respondent does not agree to mediation, or no resolution is reached during the mediation, an investigator will be selected from a list of investigators agreed upon by OC and the Association.

##### **8.5.4.2**

An investigator will be appointed within ten (10) working days of the decision to investigate. The appointment of an investigator does not preclude that investigator from mediating the dispute where possible.

##### **8.5.4.3**

Any complaint of harassment shall be kept confidential except as is necessary to investigate and resolve the issue.

##### **8.5.4.4**

The purpose of the investigator will be to ascertain facts.

##### **8.5.4.5**

All persons quoted in the investigation will be named.

##### **8.5.4.6**

OC, the complainant, the respondent and the Association shall each receive a copy of the investigator's report, as well as the OC's written determination as outlined in section 8.5.6 below.

##### **8.5.4.7**

The report shall 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.

#### **8.5.5 Reliance on Report of Third Party Investigator**

##### **8.5.5.1**

Despite subsection 8.5.4.7, OC 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.

##### **8.5.5.2**

OC 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 Association.

**8.5.5.3**

The investigator will not be compellable as a witness in any arbitration or other legal procedure which may result from the investigation.

**8.5.5.4**

The investigator shall conclude the investigation within ten days of appointment, and shall render a report within a further five days.

**8.5.5.5**

The investigator may, as part of the report, make recommendations for resolution of the complaint.

**8.5.5.6**

The investigator's report shall not be placed in an employee's official personnel file.

**8.5.6 Findings**

**8.5.6.1**

OC shall make a written determination based upon the facts and recommendation, if any, within 10 working days of the receipt of the Investigator's report.

**8.5.6.2**

The determination shall:

- a) state the action(s), if any, to be taken or required by OC.
- b) include, where appropriate, a statement of exoneration.

**8.6 Rights of the Parties**

**8.6.1**

These procedures may not be used where a complainant has filed a complaint under the BC Human Rights Code.

**8.6.2**

The above noted procedure does not restrict OC's right to take disciplinary action or the Association's right to grieve such disciplinary action or to grieve an alleged violation of this Article.

**8.6.3**

Employees may process complaints about harassment through the grievance procedure according to Article 32 (Grievance Procedure) subject to the following changes:

**8.6.3.1**

Where a person who is the subject of a grievance under this Article is the OC representative at any step of the grievance procedure, then the Association may bypass that step of the procedure;

**8.6.3.2**

Association representatives in the course of investigating a complaint of harassment and OC 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;

**8.6.3.3**

An arbitrator in the determination of a grievance of harassment may take reasonable steps to protect the privacy and confidentiality of all parties, subject to the requirement of fairness to all parties.



**8.6.3.4**

If, as a result of a grievance, it is determined necessary to separate the work locations of the grievor and the person who is the subject of a grievance, it is agreed that the grievor will not be moved against his/her wishes;

**8.6.3.5**

All formal grievances under this clause shall be initiated within twelve months of the event. In the case of a series of events, a grievance shall be filed no later than twelve 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.

**8.7 False Complaints, Breaches of Confidentiality, and Retaliatory Action**

Frivolous, vexatious or malicious complaints of harassment or breaches of the confidentiality provisions of this Article or retaliation in respect of a complaint may result in discipline.

**ARTICLE 9 – COPYRIGHT AND PATENT**

**9.1 Copyright**

Copyrightable material, as used in Article 9 shall include, but not necessarily be limited to books, articles, and similar printed material written or prepared by an employee; painting, sculpture, music, and similar works of art created by an employee; lectures delivered by an employee; audio and video recordings or digitally encoded representations; photographs, film, and other similar recordings for which the content was created by an employee; and computer programs developed, improved, or written by an employee.

**9.2 Copyright Ownership**

**9.2.1**

The copyright to all copyrightable material shall be the sole property of the employee(s) and shall be retained throughout his or her lifetime and upon his or her death by his or her heirs and/or assigns except when limited by sections 9.2.2 and 9.2.3.

**9.2.2**

Where copyrightable material has been prepared or created as a part of regularly assigned duties, and/or was developed under circumstances whereby the production of the copyright material is or was dependent upon a direct allocation of OC funds, staff, equipment or other resources (direct support), the copyright to all copyrightable material shall be the sole property of the employee(s) and shall be retained throughout his or her lifetime and upon his or her death by his or her heirs and/or assigns. OC shall have the right in perpetuity to use, free of charge, for research or for any of its education programs such copyrighted material.

**9.2.3**

When one or more employees:

- a) have been hired (full or part time) in an appointment to create and produce specific material for OC which may be copyrightable, or
- b) are given specifically defined release time (full or part time) from usual duties, to create and produce specific material for OC which may be copyrightable, or
- c) are paid in addition to their regular rate of pay for their time in an appointment to produce specific material for OC which may be copyrightable,

the copyright to such copyrightable material shall be retained by OC. The employee(s) shall have the right, in perpetuity, to display, use, or quote selections of such material in other written, recorded, or artistic work.

#### **9.2.4**

When OC has the rights to the copyright, and OC chooses not to register the copyrightable material, the employee shall gain the rights to the copyright if the employee chooses to register the copyrightable material and section 9.2.2 shall apply.

#### **9.2.5**

When the employees have the right to copyright and where there is a dispute over ownership of such copyright, then the dispute shall be resolved by third party arbitration at the employees' expense.

#### **9.2.6**

Research associates shall be given rights of authorship for any published material to which their work contributes.

### **9.3 Copyright Expenses**

#### **9.3.1**

Where the employee(s) retains the copyright under section 9.2.1, the costs and expenses involved in registering, protecting, maintaining, licensing and commercializing any copyright (copyright expenses) shall be borne by the employee(s). The employee(s) shall be responsible for obtaining registration of any copyright and shall have carriage of any application for registration for such copyright.

#### **9.3.2**

Where the copyright remains with the employee(s) under section 9.2.2, and where there are proceeds from the exploitation of such copyright material, one hundred percent (100%) of such proceeds of exploitation shall initially be allocated to OC until such time as the costs of OC's direct support of the costs of production have been met.

#### **9.3.3**

Where OC retains the copyright under section 9.2.3, if OC chooses to register the copyright and to exploit the copyrightable material, copyright expenses shall be borne by OC.

#### **9.3.4**

The expenses referred to in clauses 9.2 and 9.3 which may be referred to in calculating direct support shall include such costs as:

- a) direct salary costs of the employee(s) with significant creative roles in the production of the copyrightable material, excluding clerical, technician and management functions, such salary costs to be proportionate to the amount of OC time the employees spent in developing the copyrightable material;
- b) costs of benefits directly related to the salary amounts in (a);
- c) other direct compensation costs such as overtime;
- d) pro rata share of major production costs such as any special equipment leased or purchased, and major materials costs;
- e) specific marketing costs.

#### **9.3.5**

Where consent, fees or licenses are required for the use of incorporated materials in works in which OC has the right of copyright under the terms of this Article, the employee shall notify OC by provision of a list of works which require such clearance. OC shall have the right to refuse to accept the request for copyright clearance which are judged to be prohibitively expensive.

#### **9.4 Copyright Proceeds**

##### **9.4.1**

Where the employee(s) holds the copyright, the employee(s) shall be entitled to any and all royalties derived from such copyright.

##### **9.4.2**

Where OC holds the copyright, OC shall weigh the employee(s) contribution to the copyright in a just and reasonable manner and allocate up to maximum of 50% of royalties to the employee(s).

#### **9.5 Copyright Warranty**

In accordance with Article 10 (Indemnity), the employee who is the author of any work, whose copyright is vested in OC, shall sign a warranty that the work is original and that, to the best of his or her knowledge, it does not violate any existing copyright.

#### **9.6 Patent**

The development of patentable inventions or discoveries is not the primary purpose of the research activities of the faculty. Employees have no obligation to seek patent protection for the results of scientific work nor to modify research to enhance patentability.

##### **9.6.1**

OC agrees that employees have the unqualified right to publish their inventions, improvements, designs or developments and, except as noted in section 9.6.3, OC waives, disclaims and abandons any interest in or claims to any invention, improvement, design or development made by an employee or employees and unless otherwise provided in this Article, any invention, improvement design or development, or any patent arising therefrom shall be the sole property of the inventor(s).

##### **9.6.2**

Where the activities are a part of work performed for which OC is not paying the employee from any source and no OC space or equipment is being used, the employee shall be entitled to any and all royalties from such patents. Employees shall have the right to make their own arrangements at their own expense to patent an invention, an improvement, a design or development and, subject to the obligations in the Article and except as noted in section 9.6.3, shall be entitled to all the proceeds therefrom.

#### **9.6.3 Patent Agreement**

##### **9.6.3.1**

Where one or more employees have been hired (full or part-time) in an appointment to create and produce a specific, tangible product for OC, or where an invention, improvement, design or development was made by an employee(s) with the use of the OC funds, personnel or equipment, the employee(s) shall sign an Agreement with OC before an application for patent is filed.

##### **9.6.3.2**

Such Agreement shall provide that OC shall assign all its right, title and interest in the invention, improvement, design or development to the employee(s), subject to OC and the employee(s) sharing equally in the "net proceeds" derived therefrom. The term "net proceeds" as used in this Article shall mean the net profits derived from licensing or commercialization of the patented product, equipment or process after deduction of all expenses incurred in patent searches, for obtaining patent protection and for maintaining said protection in Canada and in other countries.

## **9.7 Patent Application**

### **9.7.1**

Employees agree to disclose the existence of any patent applications to OC prior to the date of the application and shall affirm in writing at that time whether or not the invention, improvement, design or development has been made and developed with the use of OC funds, personnel or equipment. Within one (1) month of receipt of the statement of the employee(s), OC may challenge in writing the assertion of the employee(s) in regard to the circumstances of the origin of the invention, improvement, design or development, in which case the matter shall be settled by arbitration as detailed in Article 32 (Grievance Procedure). If the employee(s) fails to disclose the existence of patent applications prior to the date of application, it shall be understood that OC maintains its rights under this Article until such disclosure is made. Failure by OC to challenge the assertion of the employee(s) within one (1) month shall constitute a waiver of any rights which OC may have with respect to the invention, improvement, design or development.

### **9.7.2**

Where an employee decides that he or she will not patent, produce or market an invention, improvement, design or development at his or her own expense but consents to OC patenting, producing or marketing the invention, improvement, design or development, before an application for patent is filed by OC, OC shall negotiate an Agreement with the employee(s). The Agreement shall provide that the employee(s) shall assign all right, title and interest in the invention, improvement, design or development to OC subject to OC and the employee(s) sharing equally in the "net proceeds: derived therefrom.

### **9.7.3**

Employees shall grant to OC a non-exclusive royalty-free, irrevocable, indivisible, and non-transferable right to use solely for OC's internal use any patented device, equipment or process when such device, equipment or process has been invented with the use of OC's funds, personnel or equipment. Such right, however, shall not include the right to transfer or exploit any product or process.

### **9.7.4**

Without mutual agreement, the name of OC shall not be used in connection with any invention, improvement, design or development in which OC has no interest without mutual agreement.

## **9.8**

For the purpose of interpreting clauses 9.6 and 9.7, payment of regular salary and fringe benefits shall not be construed as use of the OC's funds unless the employee(s) was appointed pursuant to subsection 9.6.3.1

## **9.9**

In the event that one or more persons is significantly involved in the creation of the invention, improvement, design or development, as described above, then the proportion of the patent attributable to each person shall be determined by those persons before an application for patent is made and, where OC is to share in the profits that Agreement shall protect OC's right to its proportionate share. In the absence of agreement, the matter shall be settled by arbitration as detailed in Article 32 (Grievance Procedure).

## **ARTICLE 10 - INDEMNITY**

OC shall indemnify and save harmless each employee against damages and legal costs related to any action or claim against the employee arising out of his or her employment activities or responsibilities or any activities or responsibilities incidental thereto, including but not limited to research, scholarly activities, service, and teaching, except where the employee is found guilty of dishonesty, or flagrant or willful negligence.

## **ARTICLE 11 – RIGHTS OF MANAGEMENT**

Except as otherwise provided in this Agreement, OC or its delegated officers have exclusive control over the management, supervision and administration of OC and the direction of the employees covered by the Agreement.

## **ARTICLE 12 - DEFINITIONS OF EMPLOYEE CLASSIFICATIONS**

### **12.1 Definition of an Employee**

An employee is any person engaged by OC who has reported for duty as a College Professor, Librarian, Counsellor, Educational Technology Coordinator, Intercollegiate Athletics, Recreation and Student Life Coordinator, Distance Education Tutor, Research Associate or any other person who holds a position for which the Association is certified to bargain.

### **12.2 Definitions of Employee Classifications**

Employees may be employed in the following classifications:

#### **12.2.1 College Professor**

An employee who has mastered a body of knowledge adequate for him or her to develop and teach courses or programs within his or her area of specialization. The minimum qualification is a Master's degree, or equivalent.

#### **12.2.2 Librarian**

An employee who has mastered the field of library science to a level adequate for him or her to provide leadership in the development and operation of a library in his or her area of specialization. The minimum qualification is a Master's degree, or equivalent.

#### **12.2.3 Counsellor**

An employee who is qualified to provide one or more of psychological assessment, psychoeducational assessment, career, educational or personal counselling. The minimum qualification is a Master's degree, or equivalent.

#### **12.2.4 Educational Technology Coordinator**

An employee qualified to assist in the use of educational technology in the instructional design, delivery and evaluation of courses. The minimum qualification is a Master's degree, or equivalent.

#### **12.2.5 Intercollegiate Athletics, Recreation and Student Life Coordinator**

An employee qualified to organize and administer recreational, athletic, social and cultural programs for students. The preferred minimum qualification is a Bachelor's degree in physical education, recreation or a related discipline, or equivalent practical experience.

#### **12.2.6 Distance Education Tutor**

A part-time term employee who has mastered a body of knowledge adequate for him or her to prepare for and provide tutorial services for the specific Distance Education courses for which he or she has been given an appointment.

#### **12.2.7 Research Associate**

An employee who is qualified to collaborate and assist with research projects. Research Associates are not department members.

### **12.3 New Classifications**

#### **12.3.1 Creation of New Classifications**

With the exception of positions referred to in 12.3.3, when OC creates a new position which does not fall within one of the above classifications, and for which the assigned duties might reasonably be deemed to come within the bargaining unit for which the Association is certified, OC shall consult with the Association to determine whether or not that position ought to be included as a new classification in this Agreement.

#### **12.3.2 Benefits for New Classifications**

Definition of and coverage for benefits for new classifications which come within the bargaining unit shall be subject to negotiation.

### **12.3.3 Classifications Removed from the 2004-2005 Collective Agreement**

In the event that the College introduces a new program or modifies an existing program so that the duties performed by one or more of the classifications removed from the 2004-2005 collective agreement (Audiovisual Coordinator, Social Work Field Education Coordinator, and Nursing Practice Placement Coordinator) need to be performed, then the employee(s) hired to perform these duties will be members of the bargaining unit and subject to the terms and conditions of this agreement as modified by the reintroduction of the appropriate language from the 2004-2005 collective agreement, unless the parties agree otherwise.

## **ARTICLE 13 - APPOINTMENT OF EMPLOYEES**

### **13.1 Appointment Categories**

All employees shall be appointed to one of the following five categories: full-time continuing, part-time continuing, partial-load continuing, full-time term, part-time term.

#### **13.1.1 Continuing Appointment**

##### **13.1.1.1 Full-Time Continuing Appointment**

A full-time continuing appointment is an appointment without term to a full-time position. A full-time continuing appointment shall continue until the employee retires, resigns, or is otherwise terminated pursuant to this Agreement.

##### **13.1.1.2 Part-Time Continuing Appointment**

A part-time continuing appointment is an appointment without term to a position which is at least 50% but not greater than 85% of a commensurate full-time position. Instructional employees shall be appointed to a part-time continuing appointment only pursuant to 13.5 below.

##### **13.1.1.3 Partial-Load Continuing Appointment**

A partial-load continuing appointment is an appointment without term to a position which is at least 50% but not greater than 85% of a commensurate full-time position. A partial-load continuing appointment shall continue until the employee retires, resigns, or is otherwise terminated pursuant to this Agreement. Instructional employees shall be appointed to a partial-load continuing appointment only pursuant to Clause 13.6.

#### **13.1.2 Term Appointment**

A term appointment is an appointment for a specified period of time. A full-time term appointment which includes both the fall and winter semesters shall be a single continuous appointment. A term college professor who teaches 6.8 TLUs or more in consecutive fall and winter semesters shall receive a full-time salary for the two week period between the fall and winter semesters whether or not the employee's initial offer(s) of appointment included this period. A term non-instructional employee who is employed for 1010 hours or more over consecutive fall and winter semesters shall receive a full-time salary for the two week period between the fall and winter semesters whether or not the employee's initial offer(s) of appointment included this period.

##### **13.1.2.1 Part-Time Term Appointment**

A part-time term appointment is an appointment to a position which is not greater than 85% of a commensurate full-time position.

##### **13.1.2.2 Creation of Term Appointments**

Term appointments may be created only to meet the following needs:

- a) To replace employees on leave, release, or secondment in accordance with clause 16.1. The length of such a term appointment shall not exceed the term of the leave, release, or secondment of the employee being replaced.

- b) To staff a position in response to an emergency arising from the death, unexpected resignation, retirement, suspension or termination of an employee. The length of such a term appointment shall not exceed 12 months.
- c) To staff a vacant continuing position. Such a position may not persist for more than 12 months without the mutual agreement of OC and the Association.
- d) To staff a research associate position for the term of the research project.
- e) To staff a position made possible by directed funding that is in place for a specified period of time. The length of such a term appointment shall not exceed the initial period of directed funding.
- f) To staff courses in the Summer Sessions.
- g) To staff a part-time distance education tutor position.
- h) To staff a part-time position which is created when the staffing needs of an area exceed the capacity of the complement of continuing employees.

### **13.2 Simultaneous Appointments**

No employee may simultaneously hold an appointment in a given classification in more than one appointment category with the following exceptions:

- a) employees may simultaneously hold term appointments to teach courses in the Summer Sessions pursuant to clause 14.11, and
- b) employees may simultaneously hold term appointments to teach Distance Education courses pursuant to clause 14.13, and
- c) partial-load continuing employees (pursuant to clause 14.9) and part-time continuing employees (pursuant to subsection 13.5.6) may simultaneously hold separate term appointments during the Fall or Winter semesters.

### **13.3 Campus Assignment**

#### **13.3.1**

Each employee shall be assigned to one OC campus.

#### **13.3.2**

An employee may be assigned duties in the OC region other than at his or her assigned campus. With the exception of section 14.9.3, OC shall pay travel expenses for actual distance traveled for OC purposes at the agreed rate for required travel for the distance determined by OC between the assigned campus or location and the campus(es) or location(s) where additional duties are assigned (see Article 37 – Travel Expenses and Allowances).

### **13.4 Appointment Process**

#### **13.4.1**

With the exception of sections 13.4.8 and 13.6.4, a candidate for appointment shall be sent two copies of the offer of appointment signed by the OC President, or his or her designate. OC shall send the offer of appointment to the candidate and shall direct the candidate to the electronic copy of this Agreement.

#### **13.4.2**

OC shall be in receipt of a signed offer of appointment indicating the employee's acceptance of the offer prior to the commencement of employment, except in exceptional circumstances in which case OC shall notify the Association of the circumstance.

#### **13.4.3**

The offer of a continuing appointment shall include the following:

- a) classification
- b) appointment category
- c) salary
- d) start date of the appointment
- e) designated supervisor
- f) assigned OC campus
- g) department or, pursuant to section 13.4.5, area
- h) whether the appointment is a cross-appointment (see clause 13.7)
- i) whether further qualifications must be obtained as a requirement for successful completion of the probationary period.

#### **13.4.4**

The offer of a term appointment shall include the following:

- a) classification
- b) appointment category
- c) salary, including the formula that was used for salary calculation
- d) designated supervisor
- e) assigned OC campus
- f) start and end date of the appointment
- g) department or, pursuant to section 13.4.5, area

For instructional faculty, a part-time offer of appointment shall also include the assigned course(s), the number of sections of each course and if possible, the timetable for each section.

#### **13.4.5**

Intercollegiate Athletics, Recreation and Student Life Coordinators shall be appointed to the Student Affairs area and Educational Technology Coordinators shall be appointed to the Education Technology area. These areas are not departments within the meaning of Article 25 (Departments and Department Chairs).

#### **13.4.6**

OC shall require each candidate to sign the offer of appointment indicating his or her acceptance of the conditions of his or her appointment, and his or her acceptance of the conditions of this Agreement, provided that such offer shall not in any way be contrary to, vary or alter the terms of this Agreement.

#### **13.4.7**

Upon signing and returning one copy of the offer of appointment to the Human Resources Department within the time limit specified on the offer, a candidate shall be deemed to have accepted employment under the terms of this Agreement. Any candidate who fails to accept an offer of appointment within the time specified on the offer shall be deemed to have rejected OC's offer of appointment, and OC shall be entitled to consider the position still open.

#### **13.4.8**

A term employee appointed in an emergency situation in accordance with clause 14.4 shall be sent a letter confirming the appointment and the salary.

#### **13.4.9**

Any notice required to be given by OC to an employee or former employee shall be deemed to be validly given if mailed to the last address given by the employee or former employee to OC, as his or her regular mailing address.



### **13.5 Conversion of Term Employees to Continuing Employees Within a Classification**

#### **13.5.1**

The following provisions apply to term employees appointed after July 1, 2006 and to all work except instructional work that is performed during Summer Sessions, through Distance Education, or any work performed by Research Associates.

##### **13.5.1.1**

A term employee is on probation and subject to summative evaluation. A term employee who has not been evaluated negatively by OC shall have the right to accrue work for which he or she is qualified as determined by the department should such work become available. Failure by the College to evaluate a term employee summatively shall be considered a positive evaluation.

##### **13.5.1.2**

This right of accrual shall apply at all OC campuses or locations where the employee has performed term work and shall be retained provided there is no break in service of 24 months during which there is no work assignment to the term employee. A term employee may request a leave without pay from OC and if OC grants the leave then the period of the leave shall not count as a break in service.

##### **13.5.1.3**

In the event that more than one term employee is eligible for this right of accrual, the work shall be offered to the term employee selected by the department through the selection process (selection committee interview of eligible term employees).

#### **13.5.2**

A term employee who has completed 16 TLUs (see clause 18.3) of instructional work or 3038 hours of non-instructional work shall be entitled to conversion to a continuing appointment in accordance with the following process of review. Conversion of an eligible term employee to a continuing appointment shall occur upon a favourable review by a Department Selection Committee and the approval of the OC President. Conversion shall only occur if there is a reasonable expectation of an ongoing minimum 50% of a full-time equivalent annual workload for which the employee is qualified. An employee who declines the review process shall lose rights of accrual.

### **13.5.3 Selection Committee Review**

#### **13.5.3.1**

The Selection Committee shall limit its review to the record of the employee's performance of his or her duties, the Department's Education Plan and the appropriate Unit Plan for the department.

#### **13.5.3.2**

The Selection Committee shall interview the eligible term employee and shall prepare a recommendation to the OC President regarding the employee's suitability for the continuing appointment.

#### **13.5.3.3**

An eligible term employee who fails to secure a positive recommendation from the Selection Committee shall be so informed by the designated supervisor. The employee will lose rights of accrual.

#### **13.5.4**

A positive recommendation by the Selection Committee shall be reviewed by the OC President for determination of an offer of the continuing appointment. Upon approval by the OC President, the term employee shall be offered a continuing appointment at the level identified as continuing work which must be at least 50% of an annual full-time workload. For non-instructional faculty members, 50% is equivalent to 760 hours.

##### **13.5.4.1**

If the only reason for the employee not receiving an offer of a part-time continuing appointment is that OC does not project a minimum 50% non-replacement work in the subsequent College year, then the employee will have the right to any and all work up to a 100% workload, including replacement work, until such time as a minimum 50% non-replacement workload is available in the department, at which point the employee shall be offered a minimum 50% continuing position. If a minimum of 50% non-replacement work becomes available within two years, then the employee is deemed continuing at the new workload level. Should 50% non-replacement work not be available within two years, then the employee shall be eligible only for additional work under the rights of accrual outlined in 13.5.1 and 13.5.2.

#### **13.5.5**

The term employee converted to a continuing employee through this process shall have a credit of one (1) year toward his or her probationary period.

#### **13.5.6**

The term employee converted to a continuing employee through this process shall have the right to accrue additional work for which he or she is qualified as determined by the Department. Such an employee shall receive an appropriate adjustment in his or her annual salary for the period of that work. This adjustment shall include appropriate pay in lieu of health and welfare benefits in accordance with 35.3.8 and pay in lieu of vacation in accordance with 39.2.2. The department shall structure work, where possible, to avoid the proliferation of term appointments. With the exception of employees with approved leaves granted pursuant to this agreement or Partial Load Continuing appointments pursuant to 13.6, refusal to accept additional work shall constitute the resignation of the employee.

#### **13.5.7**

##### **13.5.7.1**

A part-time continuing employee who reaches 85% of a full-time instructional workload on the basis of non-replacement work for eight consecutive months shall be offered a full-time continuing appointment. The Summer Sessions (April through August) shall not constitute a break in consecutive months.

##### **13.5.7.2**

A part-time continuing employee who reaches 85% of a full-time non-instructional workload (1291 hours per year) on the basis of non-replacement work for twelve months exclusive of approved leaves shall be offered a full-time continuing appointment.

#### **13.5.8**

A part-time employee with the right of accrual shall have the right to substitute replacement work for non-replacement work without loss of rights to accrue to a full-time continuing appointment to the level of available non-replacement work.

#### **13.5.9**

With the exception of work assigned in accordance with 13.5.6 or 13.5.4.1, nothing in clause 13.5 prevents OC from posting and filling a continuing appointment through open competition.

## **13.6 Partial-Load Continuing Appointment**

### **13.6.1**

A partial-load continuing appointment is defined as one in which a full-time continuing member of the bargaining unit, at her or his request, assumes a permanent reduction of duties and responsibilities, pursuant to the remainder of this Article.

### **13.6.2**

A partial-load continuing appointment in an instructional classification is a position in which the duties and responsibilities are a specified percentage, which shall be greater than or equal to 50% but less than or equal to 85%, of the specified maxima for a full-time continuing employee. This specified percentage shall be referred to as the partial load and shall be included in the employee's revised offer of appointment.

### **13.6.3**

A partial-load continuing appointment in a non-instructional classification is a position in which the duties and responsibilities are less than those of a full-time continuing employee. The partial load is a specified number of assigned duty hours in each college year and shall be greater than or equal to 910 duty hours per year but fewer than 1232 duty hours per year. This specified percentage shall be referred to as the partial load and shall be included in the employee's revised offer of appointment.

### **13.6.4 Conversion of Full-Time Continuing to Partial-Load Continuing**

At any time a post-probationary full-time continuing employee may apply in writing to the OC President to revise his or her appointment to partial-load, subject to the following provisions:

#### **13.6.4.1**

The OC President shall normally approve the application provided that the employee making the application, the department, and the designated supervisor agree that services to students and to OC will not be adversely affected under the proposed arrangement.

#### **13.6.4.2**

Within 20 working days of the submission of the application, the OC President shall inform the applicant in writing of his or her decision.

#### **13.6.4.3**

If the application is approved by the OC President, a revised letter of appointment, specifying the partial load, shall be issued to the employee.

#### **13.6.4.4**

If the application is not approved, the OC President shall state in writing the reasons for non-approval. A decision to deny an application shall not be grievable.

### **13.6.5 Six Month Partial-load Continuing Position**

A partial-load continuing college professor whose partial load is 50% may, with the mutual agreement of OC and the employee, accept a six-month full-time workload assignment. The specified six-month duty period shall be included in the employee's offer of appointment and shall be changed only with the mutual agreement of OC and the employee.

### **13.6.6 Conversion of a Partial-load Appointment**

Conversion of an employee's partial-load continuing appointment to a full-time continuing appointment or to a partial-load continuing appointment in which the level of the employee's partial load is increased shall only occur through the mutual agreement of OC and the employee.

### **13.6.7 Workload Limits**

#### **13.6.7.1**

With the exception of course preparations, all weekly scheduled instructional load limits for a partial-load continuing college professor shall be reduced from the full-time limits specified in this Agreement to a level consistent with the employee's partial-load as specified in his or her revised offer of appointment.

#### **13.6.7.2**

A partial-load continuing college professor may have his or her weekly scheduled instructional load limits adjusted in the Fall and Winter semesters of any given college year provided that the average of the weekly scheduled instructional load limits over the two semesters is not greater than the level specified in section 13.6.7.1 and provided that the adjusted scheduled instructional load does not exceed the applicable full-time limits specified in this Agreement in either the Fall or Winter semester.

### **13.6.8 Duty Period**

#### **13.6.8.1**

The duty period for a college professor on a partial-load continuing appointment who has accepted a six-month partial-load continuing appointment pursuant to clause 13.6.5 shall be six months less such time as is specified for vacation in this Agreement.

#### **13.6.8.2**

The duty period for a non-instructional employee on a partial-load continuing appointment shall be as specified in the revised offer of appointment.

#### **13.6.8.3**

The total instructional duty period for a partial-load college professor who has accepted a six-month partial-load continuing appointment pursuant to clause 13.6.5 shall not normally exceed 17 weeks except in the case of college professors scheduled to teach in programs and courses which extend beyond 17 weeks. College professors assigned such instructional duties shall receive a stipend in accordance with section 33.3.

### **13.7 Cross-Appointments**

#### **13.7.1**

Where academic circumstances warrant, an employee may hold an appointment in more than one department at the same time. Such cross-appointments shall normally be made at the time of the employee's initial appointment, but may be made at some subsequent time. The employee shall be based in a primary department and may have duties or responsibilities in the other secondary department(s).

#### **13.7.2**

The terms and conditions of the cross-appointment, including the expected proportion of duties in each department shall be included in the offer of appointment. The selection procedure for initial cross-appointments shall be in accordance with Article 14 (Selection).

#### **13.7.3**

Cross-appointments made subsequent to the initial appointment shall only occur with the written consent of the employee upon the recommendation of the relevant primary and secondary departments and approved by the designated supervisor. In this event, a revised letter of appointment will be issued to the employee that specifies the proportion of his or her duties in each department.

#### **13.7.4**

A cross-appointed employee shall have the right to attend departmental meetings, to vote, to be elected or appointed to committees, and in every other way to hold equal status in each of the departments to which the cross-appointment applies and shall hold a continuing position in each of the departments.

## **ARTICLE 14 - SELECTION OF EMPLOYEES**

### **14.1 Vacancies**

OC shall determine, in consultation with the continuing employees in the appropriate department, the need for new employees and the qualifications for positions covered by this Agreement. Cross-appointments shall be designated as such.

### **14.2 Selection by Open Competition**

The selection process outlined below shall be used to fill all positions with the exception of those listed in clause 14.3.

#### **14.2.1 Posting and Advertising**

##### **14.2.1.1**

Positions shall be advertised externally when appropriate, as determined by the designated supervisor in consultation with the department.

##### **14.2.1.2**

Notice of positions covered by this Agreement shall be posted for 14 calendar days prior to the closing date for the position, at all centres and locations to which employees are assigned.

#### **14.2.2 Selection Committees**

##### **14.2.2.1**

A selection committee shall consist of three continuing employees from the department, including the Department Chair if appropriate, one continuing employee from a related department, one representative from the appropriate Okanagan College student association, and at the discretion of OC, the designated supervisor (or designate).

##### **14.2.2.2**

A selection committee for a cross-appointed position (see clause 13.7) shall consist of three continuing employees from each department, including the Department Chairs if appropriate, one representative from the appropriate Okanagan College student association, and at the discretion of OC, the designated supervisor(s) (or designate).

##### **14.2.2.3**

In a department with fewer than three continuing employees, the departmental representatives on a selection committee shall consist of all those continuing employees in the department plus a sufficient number of continuing employees from related departments to constitute a total of three employees.

##### **14.2.2.4**

When a position is assigned to a centre or the employee will be assigned two or more courses in a semester at a centre, a selection committee shall include the relevant Regional Dean. If the Regional Dean is included, an additional department member may, at the discretion of the department, be included on the selection committee. If there are no more department members available, the representative may be from a related department.

##### **14.2.2.5**

A selection committee for a non-instructional position may include a vocational instructor on regular appointment.

##### **14.2.2.6**

The chair of a selection committee shall normally be the designated supervisor (or designate).

**14.2.2.7**

The designated supervisor (or designate) may relinquish the chair of the selection committee by appointing the Department Chair to chair the committee.

**14.2.2.8**

If the designated supervisor (or designate) is absent, the Department Chair shall chair the committee. In selections without Department Chairs, the designated supervisor (or designate) shall appoint a selection committee chair.

**14.2.2.9**

Representatives on selection committees shall be selected by the continuing employees in the appropriate department(s), or related departments where necessary, in collaboration with the designated supervisor.

**14.2.2.10**

A selection committee for Educational Technology Coordinator may include one additional representative from a related department and one additional vocational instructor on regular appointment.

**14.2.3 Selection Process**

**14.2.3.1**

Selection committees shall review all applications, prepare a short-list, interview the short-listed candidates, and recommend to the OC President the candidates in order of preference.

**14.2.3.2**

Selection committees shall base their recommendations on the criteria determined under clause 14.1.

**14.2.3.3**

The failure of a member or members of a selection committee to attend meetings of a selection committee shall not invalidate the recommendations of the committee.

**14.2.3.4**

No position shall be offered to any candidate who has not been recommended by a majority of a selection committee except under the following circumstance. If a selection committee is unable to reach a majority decision regarding the recommendation of a candidate, and is unable to propose actions that can reasonably be expected to fill the vacant position in a timely and expeditious manner, OC may offer an appointment which does not exceed 12 months to a candidate who it deems suitable for the position. Prior to making such an appointment, OC shall inform the committee of its intentions and discuss its proposed appointment with the committee.

**14.3 Exceptions to the Open Competition Selection Process**

The selection process outlined in clause 14.2 shall be initiated for all positions except for:

- a) short-term term positions in a emergency situation in accordance with clause 14.4, or
- b) term appointments in which the work is assigned to a part-time continuing employee in accordance with clause 14.6, or
- c) term appointments in which the work is assigned to term employees who have a right of accrual in accordance with clause 14.7, or
- d) term appointments in which the work is assigned to a partial-load continuing employee in accordance with clause 14.9, or a part-time continuing non-instructional employee who was hired in accordance with clause 13.1.1.2, or
- e) term appointments in which the work is assigned to a former term employee in accordance with clause 14.10, or

- f) to staff courses in the Summer Sessions where a term appointment is assumed by a continuing employee in accordance with clause 14.11 or
- g) the appointment of research associates in accordance with clause 14.12, or
- h) renewal of a distance education tutor position in accordance with clause 14.13.

#### **14.4 Selection: Emergency Situation**

An emergency situation is defined as one in which the time available to secure the services of a term employee is not sufficient to permit adherence to the 14 calendar day posting requirement of subsection 14.2.1.2. In such cases, the designated supervisor in collaboration with the Department Chair, shall be responsible for recommending candidates to the OC President.

#### **14.5 Selection: Term Appointment**

Term appointments shall be filled in the following order:

- a) Part-time continuing in accordance with clause 14.6;
- b) Term employees with right of accrual in accordance with clause 14.7;
- c) Non-instructional part-time continuing employees hired in accordance with clause 13.1.1.2 in accordance with clause 14.8;
- d) Partial-load continuing employees in accordance with clause 14.9;
- e) Offer to a former term employee in accordance with clause 14.10;
- f) Open competition in accordance with clause 14.2.

Employees with accrual rights have the right to accrue up to a full-time workload.

#### **14.6 Term Appointment Assumed by a Part-time Continuing Employee Pursuant to Section 13.5.6**

OC shall assign the part-time continuing employees in the appropriate department who have the right to accrue, up to a full-time workload, term work for which they are qualified as determined by the department.

#### **14.7 Term Appointment Assumed by a Term Employee in Accordance with Section 13.5.1**

##### **14.7.1**

If the term work has not been assigned pursuant to 14.6, then OC shall offer the term work to term employees who have held a term appointment subsequent to July 1, 2006 and who have not had a break in service of more than 24 months. Such term work shall only be offered to term employees who are qualified as determined by the department

##### **14.7.2**

In the event that more than one term employee has the right to the same work, a departmental selection committee, pursuant to 14.2.2, shall interview eligible employees and recommend the candidate who shall have the accrual rights for the work in question up to a full-time workload.

#### **14.8 Term Appointment Assumed by a Non-Instructional Employee Hired into a Part-Time Continuing Appointment Pursuant to 13.1.1.2**

##### **14.8.1**

If non-instructional term work has not been assigned pursuant to 14.6 or 14.7, then OC shall offer the term work for which they are qualified as determined by the department to all non-instructional employees hired into part-time continuing appointments pursuant to 13.1.1.2.

##### **14.8.2**

In the event that more than one part-time continuing non-instructional employee has the right to the same work, a departmental selection committee, pursuant to 14.2.2, shall interview eligible employees and recommend the candidate who shall the right to accrue the work up to a full-time workload.

#### **14.9 Term Appointment Assumed by a Partial-Load Continuing Employee**

##### **14.9.1**

If a term appointment has not been assigned pursuant to 14.6 or 14.7, OC shall notify the partial-load continuing employees in the appropriate department who shall, subject to sections 14.9.2 and 14.9.3, have right of refusal, on a seniority basis, for such appointments for which they are qualified.

##### **14.9.2**

A partial-load continuing employee who assumes a full-time term appointment shall, for the duration of the appointment, be deemed to have taken a leave without pay from his or her partial-load continuing appointment, and shall receive the appropriate full-time salary in accordance with clause 33.1. The employee shall retain all the rights of his or her partial-load continuing appointment.

##### **14.9.3**

A partial-load continuing employee may accept a part-time term appointment in addition to his or her partial-load continuing appointment provided that the employee's total workload from the two appointments, taken together, would not constitute a full-time overload. Partial-load continuing employees who accept a part-time term appointment shall receive additional compensation as determined by the appropriate part-time salary formula in clause 33.2 but shall not be eligible to claim travel expenses pursuant to clause 37.2.

#### **14.10 Term Appointment Offered to Former Term Employee**

A former term employee without rights of accrual may be offered a new term appointment provided the employee has given satisfactory service and the designated supervisor and the department are in agreement. In accordance with clause 34.1, former refers to a term employee who has been employed within the previous 24 months. It is the obligation of the term employee to provide OC with updated contact information.

#### **14.11 Selection: Term Summer Session Appointment**

When OC intends to offer a term Summer Session appointment, it shall notify continuing employees in the appropriate department who shall have right of first refusal, on a seniority basis, for the Summer Session work for which they are qualified pursuant to clause 20.1. If this right is not exercised by any employee on continuing appointment, this right shall pass to employees with right of accrual pursuant to Article 13.5. If the appointment cannot be filled in accordance with clause 20.1 or 13.5, the appointment may be offered to a former term employee by application of 14.10. If the appointment cannot be filled by application of 20.1, 13.5 or 14.10 it shall be filled by open competition.

#### **14.12 Selection: Research Associate**

The selection process for research associate appointments shall be at the determination of the grantee in consultation with OC.

#### **14.13 Selection: Distance Education Tutor**

When OC intends to offer a distance education tutor appointment, it shall notify continuing employees in the appropriate department who shall have right of first refusal, on a seniority basis, for distance education work for which they are qualified pursuant to clause 20.2. If no continuing employee claims the course, it may be offered to a former distance education tutor provided the employee has given satisfactory service and the designated supervisor and the department are in agreement. In accordance with clause 34.1, former refers to a distance education tutor who has been employed within the previous two years. If the appointment cannot be filled in accordance with this clause, it shall be filled by open competition.

### **ARTICLE 15 - PROBATION**

#### **15.1 Probationary Period**

The test for successful completion of the probationary period is the test of suitability for continued employment.



**15.1.1**

For continuing employees, the first two years of the appointment shall be a probationary period.

**15.1.2**

Term employees are on probation.

**15.2 Extension of the Probationary Period**

The probationary period may be extended by the length of time greater than one month spent on leave unrelated to the employee's OC duties. At the discretion of OC, the probationary period may be extended for a period of up to twelve months to allow additional time for the employee to bring his or her work to a satisfactory standard or to demonstrate his or her suitability or both. Notice of any extensions shall be provided in writing to the employee prior to the end of the probationary period.

**15.3 Completion of the Probationary Period**

The probationary period shall conclude with written notice on the test of suitability for continued employment not less than two months before the end of the probationary period. This notice shall inform the employee that either the probationary period has been successfully completed or has not been successfully completed. In the latter case, the appointment shall be terminated and the reason for the termination shall be stated in the written notice. An employee who does not receive any notification within the period specified shall be deemed to have successfully completed the probationary period.

**15.4**

Notwithstanding clause 15.3 and with the exception of clause 31.4 (Dismissal), if OC finds an employee unsuitable for employment prior to the expiration of the probationary period, OC may terminate the appointment with at least one month's written notice. This notice shall state the reason for the termination.

**15.5 Probation Credit for Term Employees who Become Continuing**

**15.5.1**

With the exception of clause 15.6, if an employee on a term appointment is subsequently offered a continuing appointment, service in the term appointment shall count as credit to a maximum of one year toward the probationary period of the continuing appointment provided that at least one evaluation has taken place during the term appointment.

**15.5.2**

The term employee converted to a continuing employee through Article 13.5 shall be credited with one (1) year of his/her probationary period.

**15.6**

Service as a research associate shall not contribute toward the probationary period for any subsequent employment.

**ARTICLE 16 - ADMINISTRATORS**

**16.1 Seconded Employees**

**16.1.1**

Secondment is a leave from a continuing position covered by this Agreement to a term position within OC not covered by this Agreement.

**16.1.2**

For the purposes of this Agreement, the term seconded employee denotes an OC administrative officer on secondment from a continuing appointment covered by this Agreement.

**16.1.3**

An employee on a continuing appointment having held a position covered by this Agreement and having subsequently been seconded by OC, shall be entitled to return to the original position on the agreed upon date, or earlier by mutual agreement between the employee and OC.

**16.1.4**

Notwithstanding the provisions of this Article, employees on secondment waive access to the benefits, terms and conditions of this Agreement while on secondment. For the purposes of extended study leave, the term of secondment is not credited toward the period of work required prior to application.

**16.1.5**

Seconded employees shall not retain any administrative stipend or salaries when they return to the bargaining unit and shall receive the salary they would have received had they been in the bargaining unit throughout.

**16.1.6**

A seconded employee may be assigned teaching duties to a maximum of one teaching load unit (TLU) per semester unless that work is claimed by an individual who has been terminated and has right of recall. In addition, seconded employees may undertake directed studies courses and thesis supervision.

**16.2 Entry and Re-entry into the Bargaining Unit of Educational Administrators**

**16.2.1**

For the purpose of this Agreement the term Educational Administrators refers exclusively to the President, Vice-President, Education, Academic Deans, Directors of Schools, and the Director of Library Services.

**16.2.2**

Any Educational Administrator who was a member of the bargaining unit before being excluded by virtue of his or her administrative position may re-enter the bargaining unit upon completion of his or her term of office.

**16.2.3**

An Educational Administrator who was not a member of the bargaining unit before taking up his or her administrative position shall be entitled to enter the bargaining unit in a full-time continuing appointment upon completion of his or her term of office or earlier by mutual agreement of OC and the Educational Administrator, unless he or she has been seconded from a position, or he or she is eligible for an attached position, in another bargaining unit. Educational Administrators shall not retain any administrative stipend or salaries when they return to the bargaining unit and shall receive the salary they would have received had they been in the bargaining unit throughout.

**16.2.4**

Except in matters where a conflict of interest arises, an Educational Administrator may participate as a full member of his or her department.

**16.3 Selection of Administrative Staff**

**16.3.1**

With the exception of Deans or Directors of non-departmentalized schools, the selection and appointment of administrative staff is the responsibility of OC.

**16.3.2**

OC shall normally strike a selection committee representative of the internal OC community for senior administrative positions. The OC President, or his or her designate, shall chair such a committee. A selection committee shall make recommendations in order of priority to the OC President.

**16.3.3**

OC shall consult with the Association if they are proposing not to establish a selection committee for a senior administrative position.

**16.3.4**

OC shall strike a selection committee representative of the internal OC community for the position of OC President. The Chair of the Board shall designate a Board member to chair such committee. The committee shall make its recommendation directly to the Board.

**16.4 Selection of Deans or Directors of Non-departmentalized Schools**

**16.4.1**

Deans or Directors of non-departmentalized schools shall be seconded employees.

**16.4.2**

OC shall determine, in consultation with the employees in the school, the need for a Dean or Director in a school and whether the search is to be both internal and external.

**16.4.3**

The selection committee for a Dean or Director of a school shall comprise:

- (a) Vice-President Education, or designate, who shall act as chair,
- (b) Two additional Educational Administrators,
- (c) Five employees elected by the school,
- (d) One student chosen by the appropriate OC Student Association.

**16.4.4**

Selection committees shall review all applications for a position, prepare a short-list, interview the short-listed candidates, and recommend to the OC President the candidates for appointment in order of preference.

**16.4.5**

The failure of a member or members of a selection committee to attend meetings of a selection committee shall not invalidate the recommendations of the committee.

**16.4.6**

The position of Dean or Director of a school shall not be offered to any candidate who has not been recommended by a majority of a selection committee. Where a selection process has been unsuccessful in hiring a Dean or Director of a School, OC may offer an Acting Director appointment that does not exceed 24 months to a candidate who it deems suitable for the position. Prior to making such an appointment, OC shall inform the committee of its intentions and discuss the proposed appointment with the committee.

**16.4.7**

In the event that the position of Dean or Director of a School is filled by an external candidate, that candidate shall be given an appointment in the faculty or school concerned, and immediately be seconded to the position of Dean or Director.

**16.5 Designation of External Candidates for Administrative Positions as Seconded Employees**

**16.5.1**

External candidates for administrative positions other than Educational Administrator positions may simultaneously apply for an appointment to a position covered by this Agreement. The Vice-President Education may authorize a departmental selection committee, struck in accordance with section 14.2.2 to consider the application and make a recommendation to the Vice-President Education.

**16.5.2**

In the case of such selections, no position in the bargaining unit shall be offered to an external candidate for an administrative position who has not been recommended by a majority of the departmental selection committee.

### **16.5.3**

In the event an external candidate is simultaneously offered an administrative position and an appointment to a position covered by this agreement, that candidate shall normally be appointed to the position covered by this Agreement and seconded to the administrative position in question for a term of not less than five years.

### **16.5.4**

An administrator in a position covered by section 16.5.3 shall be entitled to enter the bargaining unit upon completion of his or her term of office or earlier by mutual agreement of OC, the department in question and the administrator.

## **ARTICLE 17 – DUTIES AND RESPONSIBILITIES OF FACULTY**

### **17.1 Duties and Responsibilities**

Faculty members have certain roles and responsibilities that derive from their positions as teachers, professionals and scholars. With the exception of research associates and distance education tutors, the professional roles and responsibilities of a faculty member include an awareness of current scholarship and continuing mastery in one's field, instructional and professional duties as described in 17.1.1, professional development as described in 17.1.2, and service as described in 17.1.3. In addition, duties and responsibilities may include scholarly activity, as described in 17.1.4. The pattern of these duties may vary among disciplines and classifications, and from individual to individual, pursuant to the provisions of this Article.

#### **17.1.1 Instructional and Professional Duties**

##### **17.1.1.1**

The instructional duties of a college professor may include all or any of the following: instructional (teaching) assignments; course preparation and program revision; development of new programs and modes of delivery; evaluation of student work; instruction of laboratory exercises, concepts, theories, techniques and use of equipment; student contact for purposes of advising, tutoring and supervision both in and outside of the lecture or laboratory period; revision and development of existing and/or new courses in all formats; preparation of materials for use in laboratories; set-up and take down of laboratory materials; preparation of timetables; control of inventory, maintenance of equipment; ordering of materials; Prior Learning Assessment (PLA) and PLA co-ordination; and other functions related to instruction.

##### **17.1.1.2**

The professional duties of a librarian may include all or any of the following: reference; library instruction; assisting staff and students in the accessing of materials and use of library resources and facilities; library support of research; liaison with instructional departments, campuses and other OC bodies as appropriate; acquisitions and serials co-ordination; classification and cataloguing; researching and compiling bibliographies and collection guides; collection development; and other related librarian duties.

##### **17.1.1.3**

The professional duties of a counsellor may include all or any of the following: personal, career and academic success counselling; course and program advising for individuals and groups of OC students, school students, and members of the community; preparation and provision of career, course and program information for students and staff; case consultation; development, delivery and evaluation of courses and workshops related to the counselling function; community and professional education; preparation and delivery of programs that will assist students with the development of study skills and/or compensatory learning strategies; consultation and liaison with college faculty and staff, as well as community representatives and groups; administration and interpretation of psychoeducational assessments and testing; preparation and delivery of professional development activities for staff and faculty on topics related to learning disabilities and adaptive learning; and other ancillary counselling and advisory functions.

**17.1.1.4**

The professional duties of an intercollegiate athletics, recreation and student life coordinator include any or all of the following: planning, promotion, and administration of recreational, athletic, cultural or social activities for students, including the supervision of organizers of such programs.

**17.1.1.5**

The professional duties of an educational technology coordinator may include any or all of the following: supporting, encouraging and assisting faculty throughout OC in the non-traditional delivery of courses and programs using educational technologies which include Internet/World Wide Web, video and/or audio conferencing, audiographics or computer based multi-media; working closely with Computing and Media Services on requirements to support educational technology initiatives; working with other institutions and systems partners to share expertise in educational technology; participating in the planning activities of the Educational Technology Team, coordinating demonstrations of existing educational technology applications; providing workshops in the use of emerging educational technologies; and administrative duties.

**17.1.2 Professional Development**

Professional development is activity intended to promote teaching excellence, subject area competence and technical competence in an area of professional or instructional expertise.

**17.1.3 Service**

Service may include all or any of the following: school visitations; active membership on appropriate college or union committees, councils or boards; participation in professional or academic organizations; application of the employee's academic or professional competence or expertise in the community at large; attendance at articulation meetings; representing OC at other functions; administrative duties; and other duties as specified in this Article. Part-time term employees shall not be required to perform service.

**17.1.4 Scholarly Activity**

**17.1.4.1 Definition**

Scholarly activity shall be understood to include scholarship, research and creative activities. Scholarship involves oral or written activities that reflect a thorough and critical collection of knowledge of one's profession or discipline. Research involves contributing to the expansion of knowledge and the sharing of that knowledge through appropriate professional means. Research includes application of research findings for purposes of practical application. Creative activities involve creative practice, exhibition, performance, composition, multimedia presentations and other similar activities that reflect applied practice of one's profession or discipline.

**17.1.4.2 Scholarly Activity Duties**

Upon request to the designated supervisor, faculty members may be released from instructional and/or professional duties to devote their time, or a portion thereof, to scholarly activity. An employee who has been approved for a scholarly activity assignment shall engage in scholarly activity pursuant to this article and is subject to summative evaluation.

**17.1.4.3 Scholarly Activity Reporting**

Notwithstanding Article 21 (Evaluations), employees are required to prepare a Scholarly Activity Report detailing the scholarly activity accomplished during the period of the assignment. This report shall be provided to the designated supervisor and shall form part of the employee's next evaluation.

**17.2 Research Associate Duties**

The duties of a research associate shall include collaboration in, and assistance with, research projects under the supervision of the grantee. With the exception of duties outlined in this clause, research associates' work shall not otherwise include duties normally performed by other employee classifications listed in this Agreement. An outline of the duties to be undertaken by a research associate will be provided to the Association by OC.

### **17.3 Distance Education Tutor Duties**

The role of a distance education tutor may include all or any of the following: distance education course preparation; providing assistance and encouragement to students; monitoring student progress; evaluation of student work; provision of seminars or workshops when required by OC; provision of dedicated time for individual contact with assigned students, professional duties, and other duties related to the tutoring service as may be assigned by OC.

### **17.4 Duty Period**

#### **17.4.1**

The duty period for full-time continuing employees shall be 12 months less vacation time.

#### **17.4.2**

The duty period for part-time continuing employees hired pursuant to 13.1.1.2 shall be as specified in the offer of appointment.

#### **17.4.3**

The duty period for an employee on a term appointment shall be as specified in the offer of appointment (see 13.4.4).

#### **17.4.4**

There shall not be more than five days of scheduled duty per calendar week for any employee, and there shall be at least two consecutive days with no assigned duties.

#### **17.4.5**

With the exception of college professors who have accepted a six-month partial load continuing appointment, the total instructional duty period for a continuing or full-time term college professor in any one academic year shall not normally exceed 34 weeks except in the case of college professors scheduled to teach in programs and courses which extend beyond 34 weeks. College professors assigned such instructional duties shall receive a stipend in accordance with section 33.3.

### **17.5 Office Hours**

College professors shall post and provide an appropriate number of scheduled office hours for student contact.

### **17.6 Course and Program Development**

#### **17.6.1**

The development of new programs and modes of delivery shall be part of a workload. If assigned, a faculty member requested to perform such duties shall be given adequate release time from other assigned duties to perform such work, provided that arrangements satisfactory to the college professor, the department, and the designated supervisor are made. The amount of release time for the performance of such assigned responsibilities shall be mutually agreed.

#### **17.6.2**

The development of distance education work is subject to the following provisions:

##### **17.6.2.1**

The appropriate chair shall be notified, and continuing employees in the appropriate department shall have first right, on a seniority basis, for the work for which they are qualified.

##### **17.6.2.2**

If the course development work involves extensive development of a distance education course offering (equal to at least one TLU of release time), OC shall offer release time in accordance with section 17.6.1. The determination of the requirement for extensive development and the subsequent amount of release time for the performance of such assigned responsibilities shall be mutually agreed between the department and the designated supervisor.

**17.6.2.3**

If the course development work involves revisions to distance education course offerings which may equate to less than a one TLU equivalent release a college professor requested to perform such duties shall be given a separate part-time term appointment and paid in accordance with the part-time salary formula in clause 33.2.2. The time to perform the work shall be mutually agreed between the department and the designated supervisor.

**ARTICLE 18 – WORKLOADS FOR COLLEGE PROFESSORS**

**18.1 Assignment of Duties**

**18.1.1**

The designated supervisor shall assign duties as required. It is the responsibility of the designated supervisor to assign duties and to ensure such duties are assigned in a fair and equitable manner. (See 25.4.3)

**18.1.2**

When assigning duties the designated supervisor shall take into consideration an individual employee's request and the recommendations of the department regarding instructional, professional or other duties as appropriate.

**18.1.3**

If possible, every college professor shall receive an annual assignment of instructional and non-instructional duties by May 31. This assignment may only be revised with appropriate consultation.

**18.2 Teaching Workloads**

**18.2.1**

The teaching workload for a college professor shall be determined in accordance with the normal practice of the department and the requirements of this article. Factors to be taken into account when assigning a College Professor's instructional workload shall include, but not be limited to the following: the number of courses new to the employee; the total number of students; the number of new course preparations; pedagogical considerations; class timetabling; program needs; teaching workloads in previous years; independent study courses; thesis supervision; demands of alternative teaching and evaluation methodologies; and other assigned duties.

**18.2.2**

The department shall recommend to the designated supervisor the teaching workload for each college professor.

**18.2.3**

The designated supervisor shall approve or not approve each teaching workload. In the exceptional event that the designated supervisor does not approve the recommendation of the department, he or she shall give reasons to the department for not approving the workload and request that the department reconsider its recommendations and provide a revised recommendation. Should the department and the designated supervisor reach an impasse, the designated supervisor shall assign the teaching workload.

**18.2.4**

Departments should, whenever possible, limit the number of new course preparations assigned to college professors who are on probation.

**18.2.5**

The time and place for each course are determined by the appropriate OC authority. Reasonable requests by college professors for scheduling shall be accommodated where possible.

### **18.3 Teaching Workload Measures**

#### **18.3.1 Definition**

A Teaching Load Unit (TLU) is the work required for the preparation and delivery of a one-semester, three-hour per week lecture course.

#### **18.3.2 TLU Values**

A one-semester, three-hour per week lecture course has a TLU value of one. TLU values for other teaching formats shall be calculated as follows:

1 lecture hour = 1/3 of a TLU

1 seminar or laboratory hour = 1/6 of a TLU

### **18.4 Teaching Workload Limits**

#### **18.4.1 Instructional Year Workload Limit**

The instructional year teaching load for a full-time college professor shall not exceed eight (8) TLUs unless there is agreement to do so between the college professor, the department, and the designated supervisor.

#### **18.4.2 Semester Instructional Workload Limit**

A college professor shall not be assigned to teach more than four (4) TLUs in any one semester except in exceptional circumstances and unless there is agreement to do so between the college professor, the department and the designated supervisor.

#### **18.4.3 Weekly and Daily Hour Limits**

##### **18.4.3.1**

The total assigned duty time for a full-time college professor shall not exceed 30 real hours per week, exclusive of time for meals and breaks.

##### **18.4.3.2**

The instructional duties for a full-time college professor may normally be assigned over a time span of more than ten hours on only one day in any one calendar week. Every reasonable effort shall be made to ensure that on that one day the time span does not exceed 12 hours.

##### **18.4.3.3**

Unless arrangements satisfactory to the college professor, the department, and the designated supervisor are made, a time span of 12 hours shall elapse between the end of assigned duties on a given day and the commencement of assigned duties on the following day when the time span of assigned duties on the given day exceeds 12 hours.

##### **18.4.3.4**

Unless the college professor, department, and designated supervisor mutually agree, a college professor shall neither be assigned a teaching workload that includes more than one (1) course per semester scheduled to begin before 8:00 a.m. or end after 6:30 p.m. nor be assigned a teaching workload that includes teaching outside of these times more than twice a week.

#### **18.4.4 Limitation on Course Preparations**

At any given time, a college professor shall not be assigned more than three 3-credit course preparations or the equivalent. This limit may be exceeded if there is agreement to do so between the college professor, the department and the designated supervisor.

#### **18.4.5 Limitation on Travel**

A college professor shall not be assigned a teaching workload requiring more than two trips per week to an adjacent campus or one trip per week to a non-adjacent campus, unless there is an agreement between the college professor, the department and the designated supervisor.



### **18.5 Class Sizes**

In the annual assignment of duties, the designated supervisor shall consult with the department in determining appropriate class sizes for individual courses. In making such a determination, the designated supervisor shall consider operational requirements, sound pedagogical principles, and the workload implication of teaching such courses (also see Letter of Understanding #6).

### **18.6 Semester Length**

Standard one-semester lecture and laboratory sections shall be 17 weeks duration, including preparation, delivery and final exam time.

### **18.7 Workload Credit**

#### **18.7.1 Summer Session**

A college professor who teaches Summer Session courses shall receive, at his or her discretion, payment as determined by the appropriate part-time salary formula in 33.2.2, or workload credit for future release from assigned duties. An employee who intends to claim accumulated workload credit shall make written application to his or her designated supervisor by December 1 of the year preceding the academic year of the intended workload release. Such requests shall not be unreasonably denied.

#### **18.7.2 Overload**

A college professor whose teaching assignment results in an annual fall and winter teaching workload in excess of 8 TLUs shall receive, at his/her discretion, payment as determined by the appropriate part-time salary formula in 33.2.2, or workload credit for future release from assigned duties. If an overload is being banked as workload credit for future release from assigned duties then the amount of the overload in TLUs shall be agreed in writing between the employee and the designated supervisor. An employee who intends to claim accumulated workload credit shall make written application to his/her designated supervisor by December 1 of the year preceding the academic year of the intended workload release. Such requests shall not be unreasonably denied.

## **ARTICLE 19 – WORKLOADS OF NON-INSTRUCTIONAL FACULTY**

### **19.1**

The designated supervisor shall assign duties as required. The assignment of duties shall be done in consultation with the employee and the employee's department or area.

### **19.2**

Each continuing employee shall receive a yearly assignment of duties, whenever possible by May 31. These assignments may only be revised with appropriate consultation.

### **19.3**

The total assigned duty time for a full-time librarian, intercollegiate athletics, recreation and student life coordinator, and educational technology coordinator shall not exceed 35 hours per week, unless arrangements satisfactory to the employee, the department or area, and the designated supervisor are made. Such arrangements shall take the form of either overload remuneration (see clause 19.7) or compensatory time off (see clause 19.8).

### **19.4**

The total assigned duty time for a full-time counsellor shall not exceed 35 hours per week, unless arrangements satisfactory to the counsellor, the department, and the designated supervisor are made.

### **19.5**

The total assigned duty time for a part-time term librarian, counsellor, intercollegiate athletics, recreation and student life coordinator and educational technology coordinator shall be less than 29.75 hours per week.

**19.6**

The total assigned duty time for a research associate shall normally not exceed 35 real hours per week. Exceptions to this may take place given the demands of the research project and provided that the excess is assigned in a fair and reasonable manner.

**19.7 Overload Remuneration**

**19.7.1**

With the exception of the application of clause 19.8 (Compensatory Time Off), the employee shall be deemed to have an overload when in any given week the total assigned duty of a librarian, counsellor, intercollegiate athletics, recreation and student life coordinator or educational technology coordinator is greater than 35 hours.

**19.7.2**

No employee's total workload shall, unless agreed to by the employee, exceed 45 hours per week, and the duration of an emergency overload shall not exceed four weeks except by mutual agreement between the employee and the designated supervisor.

**19.7.3**

Overload remuneration shall be paid for the number of equivalent hours per week in excess of the limits specified in section 19.7.1 calculated on a weekly basis. This remuneration shall be in addition to the employee's regular salary.

**19.7.4**

The amount of overload remuneration for each week of overload shall be calculated as follows:

$$\text{Overload remuneration} = \frac{(W-35)(N)(S)(1.5)}{(35)(52)} \quad \text{where}$$

**W** is the total workload in any given week expressed in equivalent hours,

**N** is the number of weeks of overload, and

**S** is the annual salary.

**19.7.5**

In the case of an emergency load arising from Articles 26 (Retirement and Resignation), 31 (Censure, Suspension and Dismissal), 41 (Sick Leave) or 43 (Other Leaves), the overload limits of clauses 19.3 and 19.4 may be exceeded. The department concerned shall endeavour to distribute the absentee's load among colleagues in an equitable manner. If the department cannot resolve this issue, the designated supervisor shall assign this workload.

**19.7.6**

Equivalent time off in lieu of overload remuneration shall be granted if there is agreement between the employee and the designated supervisor.

**19.8 Compensatory Time Off**

If the arrangements referred to in clause 19.3 take the form of compensatory time off, the following shall apply:

**19.8.1**

Assigned duty hours in excess of 35 hours per week shall be banked on an hour-for-hour basis for use as compensatory time off.

**19.8.2**

An employee with accrued compensatory time off shall take such time under arrangements satisfactory to the employee, the area, and the designated supervisor.

**19.8.3**

If compensatory time off is to be taken, then such time off must be taken by August 31st of any year. Any compensatory time off not taken by August 31st of any year shall be converted to overload remuneration in accordance with clause 19.7.

**ARTICLE 20 – SPECIAL COURSES**

**20.1 Summer Session Courses**

**20.1.1**

Summer Session courses are courses which are offered during the months of April, May, June, July or August, and which are separate from the regularly scheduled Fall or Winter semester course offerings. Employees on continuing appointments shall not be assigned instructional duties during any Summer Session but may accept such work.

**20.1.2**

Continuing employees shall have right of first refusal for work for which they are qualified, as determined by their department, on a seniority basis, offered during the Summer Sessions in their departments. Employees who accept this work shall receive additional compensation as determined by the appropriate part-time salary formula in clause 33.2. Alternatively, they may bank the equivalent workload credit for future credit pursuant to 18.7.

**20.2 Distance Education Courses**

**20.2.1**

Distance education courses are correspondence courses in which print-based material is the primary method of delivery along with instructional videotapes or audiotapes. Such courses are sometimes augmented by face-to-face seminars and labs. Continuing employees shall not be assigned distance education coursework but may accept such work.

**20.2.2**

Continuing employees who teach distance education courses shall, at their discretion, receive additional compensation as determined by the appropriate salary formula in clause 33.5 or banked workload credit for future release from assigned duties per 20.2.4 below.

**20.2.3**

The total assigned duty shall be defined in terms of the number of assigned students, which at any time shall not exceed 115 for a part-time distance education tutor, and the number of contact hours of seminar or workshop. A contact hour is defined as one hour of seminar or workshop in which the students are assembled in a class.

**20.2.4**

For the purposes of section 20.2.2, each student who is registered in a distance education course section 18 days after the official commencement date of the course section is equivalent to one-fortieth (1/40) of a TLU.

**20.3 Other Special Courses**

**20.3.1**

Other special courses include instructional activities such as courses, sections of courses, or bibliographic instructions which: are taught by teleconferencing or videoconferencing, videotaped, recorded, broadcast or televised, or transmitted or received via the Internet.

**20.3.2**

Continuing employees shall not be assigned other special courses; continuing employees may accept such work.

**20.3.3**

Prior to offering such work, the designated supervisor and the department shall agree on the appropriate workload (TLU) credit for college professors.

**20.4 Continuing Studies Courses**

Workload clauses shall not apply to Continuing Studies general credit and non-credit courses.

**ARTICLE 21 – EVALUATIONS**

**21.1 Formative Teaching Evaluations**

OC may conduct teaching evaluations in order to assess teaching performance for the purpose of developing and maintaining a high standard of teaching effectiveness. The teaching evaluations and their administration shall be in accordance with the provisions of Letter of Understanding #3.

**21.1.1 Annual Report**

**21.1.1.1**

Each continuing employee shall submit an annual report for the preceding calendar year to his or her designated supervisor on or before May 15.

**21.1.1.2**

The annual report shall be completed in a standardized format, made available to the employees in a timely fashion, and shall include:

- a) responsibilities derived from the yearly assignment of duties. For college professors this shall include teaching, course and program development or revision, and student advising activities.
- b) professional development activities (see 17.1.2)
- c) service (see 17.1.3)
- d) scholarly activity (see 17.1.4)
- e) other activities as determined by the employee.

**21.1.1.3**

The annual report with any comments may form part of a summative evaluation.

**21.1.1.4**

The designated supervisor may meet with the employee to review the annual report and to provide feedback with regard to the report. No written feedback may be appended to the annual report, without this meeting. If this meeting is to form part of a summative evaluation then it shall take place no later than June 15. The employee has the right to representation by the Association at this meeting.

**21.2 Summative Evaluations**

**21.2.1**

The OC President or the designated supervisor may conduct an evaluation of an employee at any time. At least five working days' notice in writing shall be given by OC to the employee to be evaluated together with a written statement indicating why the evaluation is considered necessary. The evaluation shall take place in the semester in which the notice is given.

**21.2.2**

Prior to undertaking the evaluation, the OC President and/or the designated supervisor shall discuss with the employee being evaluated the manner in which the evaluation will be carried out.

**21.2.3**

Within 20 working days of completion of an evaluation, a written report on the results of the evaluation including recommendations, if any, shall be provided to the employee.

**21.2.4**

If the designated supervisor makes use of an employee's annual report as part of a summative evaluation then this use is restricted to the latest annual report. If the designated supervisor does not meet with the employee by June 15, then the evaluation shall be considered satisfactorily concluded.

**21.2.5**

Solely for the purpose of research associate appointments, the evaluation process shall be the determination of the grantee in consultation with OC.

**21.2.6**

The summative evaluation process shall be subject to the grievance procedure in Article 32 (Grievance Procedure).

**ARTICLE 22 - PROFESSIONAL DEVELOPMENT**

**22.1**

OC and the Association shall establish a fund, committees, and procedures for supporting the professional development of employees.

**22.2 Professional Development Fund for Continuing Employees**

A professional development fund shall be maintained for continuing employees. Each fiscal year OC shall pay an amount equal to 0.6% and the Association shall pay an amount equal to 0.1% for each eligible employee based on Step 1 of the Salary Scale.

**22.3 Professional Development Committees**

Professional Development Committees shall be struck consisting of one representative from OC and two employees on continuing appointment in each of the following:

- Arts
- Science
- Business
- Engineering Technologies
- Non-instructional

**22.4**

The Professional Development Committees shall be responsible for granting financial assistance from the fund established in clause 22.2 for professional development activities. The employees on these committees shall be selected by a secret ballot of all continuing employees in the Faculty. The call for nominations and the balloting shall be conducted by the existing committee. The term of appointment to the Committee shall normally be two years with one position open for election annually.

**22.5 Professional Development Committees Guidelines and Procedures**

**22.5.1**

Continuing employees wishing to receive financial assistance from the fund shall apply to the appropriate Professional Development Committee on the form provided.

**22.5.2**

OC shall publish, with other College policies, the Guidelines for Professional Development agreed to by OC and the Association. The Committees shall work within these guidelines for the review of applications for professional development monies and for the allocation of such monies. Any changes in the guidelines shall be subject to agreement between OC and the Association.

**22.5.3**

Any monies remaining in the fund at the end of a fiscal year shall be carried over to the next fiscal year.

## **ARTICLE 23 - STUDY, PROFESSIONAL DEVELOPMENT, AND RESEARCH LEAVE**

Leave for the purpose of pursuing study, professional development or research may be granted to an employee on a continuing appointment up to a maximum period of four months in any calendar year. Such leave shall be subject to the following general conditions:

- a) Eligible employees shall submit an application for this leave to the designated supervisor and the appropriate Department at least one month in advance of the intended commencement of the leave. The Department shall review the leave application and make a recommendation to the designated supervisor.
- b) An employee on leave under the provisions of this Article shall be considered a full-time employee of OC and shall receive full salary and benefits. Contributions for employee benefits shall be continued during the leave period by OC and the employee, and the leave period shall count in full for increment purposes.

## **ARTICLE 24 – EXTENDED STUDY LEAVE**

### **24.1 Period of the Leave**

#### **24.1.1**

Leave for the purpose of pursuing study may be granted to continuing employees for periods of six months or 12 months.

#### **24.1.2**

The 12 month leave period includes the two month vacation period. The six month leave period includes one month vacation and one month non-instructional duty time for employees on instructional appointments.

### **24.2 Extended Study Leave Fund**

An extended study leave fund shall be established to cover: the salary, benefit costs, and 30% of the employee's pension contribution (see section 24.5.2) for those employees on extended study leave, the salary and benefit costs for full time or part-time employees specifically hired to cover the duties of the employees on extended study leave; advertising and recruiting expenses including relocation if necessary for replacement employees; and all expenses detailed under section 24.5.2. Unexpended funds shall be carried over from year to year. The fund shall be drawn from two sources: an annual budgetary provision of 3% of total salaries of continuing employees; and the regular salary and benefits of each employee on extended study leave.

### **24.3 Extended Study Leave Committee**

#### **24.3.1**

The Extended Study Leave Committee shall be struck consisting of two representatives from OC and five continuing employees, one from each of the following:

- Arts
- Science
- Business
- Engineering Technologies
- Non-instructional

#### **24.3.2**

The employees on these committees shall be selected by a ballot of all continuing employees in the groups listed above. The call for nominations and the balloting shall be conducted by the existing committee. The term of appointment to the committee shall normally be two years with two or three positions open for election annually.

## **24.4 Eligibility**

### **24.4.1**

Any employee who has been on continuing appointment for five or more years either following his or her initial appointment or following an extended study leave shall be eligible for an extended study leave. Time spent on any leave without pay or on secondment (see clause 16.1) during the teaching year shall not constitute service with OC for the purpose of this Article. An employee accepting extended study leave shall agree to return to OC for one year after the expiration of such leave.

### **24.4.2**

The initial request for leaves shall be limited to applications for periods of 12 months.

### **24.4.3**

Provided the funds are not fully allocated following the initial requests for leaves, applications for leaves of both six months and 12 months will be considered.

## **24.5 Extended Study Leave Committee Policies and Procedures**

### **24.5.1**

With the exception of the following sections of this clause, the committee shall establish and publish guidelines for the review of applications and recommendations of candidates for extended study leaves.

### **24.5.2**

An employee on extended study leave shall receive 70% of his or her OC salary. OC shall maintain employees on extended study leave on the health and welfare plans as in Article 35. OC shall be reimbursed for these premium payments from the extended study leave fund (see clause 24.2). The employee shall contribute to the College Pension Plan at the rate required by the 70% level and the remaining amount required by the Pension (College) Act to credit him or her with a full year of service shall be paid by the extended study leave fund. OC shall continue to pay the 100% matching contribution.

### **24.5.3**

If the employee's total remuneration from salaries and/or grants exceeds 100% of his or her normal OC salary, OC may reduce its contribution from 70% to a lower level provided that his or her total remuneration from salaries and/or grants is not less than 100% of his or her normal OC salary.

### **24.5.4**

The leave period shall count in full for increment, seniority, and pension purposes.

### **24.5.5**

An employee shall apply to the Extended Study Leave Committee for extended study leave by October 1 of the calendar year preceding the calendar year in which the extended study leave is to commence. Applications shall include an outline of the proposed activities during the study leave period including dates of leave, place of study or work, the intended study program, and an estimate of the expenses to be claimed against the extended study leave fund, together with an estimate of remuneration from salaries and/or grants that may be received during the period of absence. The Extended Study Leave Committee shall review applications no later than November 1 each year and recommend to the OC President candidates for extended study leave. Approval or rejection of an application for extended study leave shall be given by December 1.

### **24.5.6**

If a formal course of study is included in the extended study leave the employee shall be reimbursed from the extended study leave fund, upon the submission of receipts for tuition and/or registration and/or laboratory fees. The maximum reimbursement shall not exceed 4% of Step 1.

**24.5.7**

An employee who has been granted extended study leave may, without prejudice, decline the study leave up until January 15 of the calendar year in which the study leave is to commence. If an employee declines a study leave, the Extended Study Leave Committee may select another candidate.

**24.5.8**

Failure to replace an employee on extended study leave shall not be used as evidence of redundancy of the employee's position.

**24.5.9**

Upon returning to OC and in keeping with the guidelines of the Extended Study Leave Committee, the employee shall submit a report to the designated supervisor describing the activities carried out during the leave.

**24.6 Extended Study Leave Research Grant**

Subject to the provisions of the Income Tax Act and the rulings of Canada Revenue Agency, OC shall provide a vehicle to allow eligible employees who are on extended study leave to designate a portion of their salary as a research grant.

**ARTICLE 25 - DEPARTMENTS AND DEPARTMENT CHAIRS**

**25.1 Definition of Department**

**25.1.1**

For the purpose of this Agreement, the term department designates the administrative sub-unit into which employees are appointed for the coordination and performance of their respective duties, and for the execution of the education activities of OC.

**25.1.2**

Where appropriate, the term "school" may be used to designate one of the academic sub-units referred to in 25.1.1. In such cases all provisions of this Agreement which pertain to departments shall also pertain to such single-department schools.

**25.1.3**

OC shall maintain a list of departments in Appendix B of this Agreement.

**25.1.4**

Departments shall not be created, dissolved, or merged without the approval of the Association. Such approval shall not be unreasonably withheld.

**25.1.5**

Employees may not be transferred from one department to another without the agreement of the employee in question.

**25.2 Members of Departments**

The members of a department shall be all employees appointed to that department, including employees holding cross-appointments under clause 13.7 and employees appointed to that department who have been seconded to an administrative position in accordance with clause 16.1 (Seconded Employees).

**25.3 Responsibilities of Departments**

**25.3.1**

The department shall establish its own operating procedures, which shall be consistent with the provisions of this Agreement and OC policies. All department members are expected to contribute to administrative functions of the department.



### **25.3.2**

The administrative functions of the department shall include: program and curriculum development; long-term planning; general surveillance of educational standards; exchange leaves; scholarly activity; the setting and grading of examination papers; the selection and ordering of texts; the establishment of reading lists; the initiation and implementation of curricular changes; course outlines; articulation; library materials; the development of an annual educational plan and recommended workload assignments; the development of the departmental budget; other budget responsibilities as assigned by OC, and other matters as specified in this Agreement.

## **25.4 Department Chairs**

### **25.4.1**

OC shall appoint a Chair for the Counselling, Library, and every instructional department from among those departmental members holding continuing appointments. In the event that OC is unable to appoint a Chair according to this Article, the designated supervisor shall act as interim Chair.

### **25.4.2**

A Chair shall: represent and act on behalf of the department in the Faculty and OC matters; ensure that the department performs the administrative functions described in clause 25.3.2; ensure that the department operates in accordance with Departmental Guidelines and other policies and procedures that are adopted by the department and the Faculty and OC; facilitate communication among department members, and between the department and other departments, the Faculty(ies), the designated supervisor, OC, the universities, professional associations, and program advisory committees.

### **25.4.3**

A Chair shall also make recommendations to the Dean or Director on the annual educational plan and workload assignments. The Chair shall endeavour to ensure that departmental recommendations on workload assignments reflect a fair and equitable distribution of workload in accordance with clause 18.1.

### **25.4.4**

A Chair shall also ensure that departmental selection committees and other relevant departmental committees are struck and proceed in accordance with the provisions of this Agreement.

### **25.4.5**

In the Library the department chair's workload credit may be reduced by up to 50%. In such a case, there shall be a corresponding reduction in the duties of a chair. The Director of Library Services shall be responsible for communication between the Library, and the universities, professional associations, and program advisory committees. The Chair shall have a collaborative role with these duties.

## **25.5 Selection Procedure**

A Chair shall be appointed according to the following procedure:

- a) Only continuing employees in the department shall be eligible for the position of Chair.
- b) The position of Chair shall be posted on the College's intranet site.
- c) The recommendation to the designated supervisor of a department member for the position of Department Chair shall be determined by an election at a meeting of the department. The designated supervisor shall act as chair for the election.

## **25.6 Term of Appointment**

### **25.6.1**

The term of a Chair shall normally begin on July 1 and shall normally have a length of three years.

**25.6.2**

A Chair who anticipates being absent or who is absent for a continuous period of three months or more shall yield the Chair. In such event, election of a new Chair shall normally take place within one month.

**25.6.3**

Department members shall participate in the periodic review of the performance of the Chair. Such review may result in the department members recommending recall of the Chair to the OC President.

**25.6.4**

A Chair shall be expected to be available for consultation during the whole calendar year except during his or her vacation period. The Chair shall designate an Acting Chair during his or her vacation period.

**25.7 Instructional Departments**

Chairs of instructional departments shall be released from a portion of their teaching assignment for the performance of the chair duties. Based on the normal instructional year teaching load of eight (8) TLUs, a Chair shall receive workload credit according to the following:

<u>Number of FTEs in the Department</u>	<u>Teaching Load Release</u>
Less than or equal to 10	4 TLUs
Greater than 10	6 TLUs

**25.8 Chair Stipend**

Effective at the date of ratification, a Chair shall receive an annual stipend, payable bi-weekly, for performance of duties based on Step 1 of the Salary Scale.

<u>Number of FTEs in the Department</u>	<u>Annual Stipend</u>
Less than or equal to 10	1.4%
Greater than 10	1.8%

**ARTICLE 26 – RETIREMENT AND RESIGNATION**

**26.1 Retirement**

**26.1.1**

Unless section 26.1.2 is invoked, an employee on continuing appointment shall retire on June 30 following his or her 65th birthday.

**26.1.2**

If an employee wishes to continue his or her employment on a yearly basis, he or she may apply to the OC President on a yearly basis for an extension.

**26.1.3**

An employee who wishes to retire must be at least age 55 and, if retiring before the mandatory retirement age, must give at least six months' notice in writing to the OC President or designated supervisor. This notice period may be waived by mutual consent in writing.

**26.1.4**

Upon retirement, a continuing employee shall be entitled to a cash payment equal to his or her accumulated sick leave to a maximum of 60 days, as well as the normal vacation benefits due for that year. Any cash payment of vacation shall be limited to the balance of unused vacation to a maximum of 30 days. (see 39.1.5.2)

**26.2 Early Retirement Incentive**

**26.2.1 Definition**

For the purposes of this provision, early retirement is defined as retirement at or after age 55 and before age 64.

**26.2.2 Eligibility**

An employee must have a minimum of ten years of full-time equivalent service at OC.

**26.2.3 Incentive Payment**

**26.2.3.1**

OC may offer and an employee may accept an early retirement incentive based on the age at retirement to be paid in the following amounts:

Age at Retirement	% of Annual Salary at Time of Retirement
55 to 59	100%
60	80%
61	60%
62	40%
63	20%
64	0%

**26.2.3.2**

OC may opt to pay the early retirement incentive in three equal annual payments over a thirty-six (36) month period.

**26.2.3.3**

Eligible employees may opt for a partial early retirement with a pro-rated incentive.

**26.3 Resignation**

**26.3.1**

A continuing employee or full-time term employee may resign from any appointment by giving at least two months' notice in writing to the OC President. The resignation shall take effect on the June 30 following the submission of the resignation notice or at the end of his or her appointment term whichever is earlier unless an earlier date is mutually acceptable.

**26.3.2**

A part-time term employee may resign prior to the stipulated termination date of an appointment by giving a minimum of two weeks' notice in writing to the OC President. For part-time term employees on an instructional appointment, the resignation shall take effect at the end of the semester, or the end of the Distance Education course(s), following the submission of the resignation notice, unless an earlier date is mutually acceptable.

## **ARTICLE 27 – REDUCTION OF EMPLOYEES ON TERM APPOINTMENT**

### **27.1 Termination of Full-time Term Appointments**

#### **27.1.1**

Employees on full-time term appointments may be terminated only for cause, as a consequence of actions taken under sections 28.5.2 or 29.6.1, or on the early return of the employee whom they are replacing under section 13.1.2.2 a).

#### **27.1.2**

Full-time term employees terminated as a consequence of actions taken under sections 28.5.2 or 29.6.1 shall be given two weeks' written notice or a severance payment equal to two weeks salary.

### **27.2 Termination of Part-time Term Appointments Prior to Commencement Date**

#### **27.2.1**

A part-time term non-instructional appointment which has been accepted by an employee may be terminated by OC prior to the date on which an appointment commences by paying compensation equal to one week's salary as determined by the provisions of clause 33.2.

#### **27.2.2**

With the exception of a distance education tutor, a part-time term instructional appointment which has been accepted by an employee may be terminated by OC six or more working days prior to the first meeting of a course section by paying compensation equal to one week's salary as determined by the provisions of clause 33.2.

#### **27.2.3**

If an appointment for a distance education tutor which has been accepted by a tutor is terminated by OC prior to the date on which the appointment commences, no compensation beyond the retainer (see clause 33.5) shall be paid.

### **27.3 Termination of Part-time Term Appointments Subsequent to Commencement Date**

#### **27.3.1**

A part-time term non-instructional appointment may be terminated by OC after the date on which an appointment commences, but prior to the date on which an appointment ends by giving written notice at least ten working days prior to the intended date of termination, or by giving payment in whole or in part in lieu of the ten days' written notice.

#### **27.3.2**

With the exception of a distance education tutor, a part-time term instructional appointment may be terminated by OC during the period between five working days prior to the first meeting of a course section, and the last meeting or the final examination day for a course section whichever is later, by giving written notice at least ten working days prior to the intended date of termination, or by giving payment in whole or in part in lieu of the ten days' written notice.

### **27.4 Employment Records**

The records of all employees terminated under clause 27.1, 27.2 or 27.3, and all references supplied by OC, shall clearly point out the nature of the termination as "termination due to reduction".

### **27.5 Notice to the Association**

OC shall notify the Association in writing of the intent to terminate a term employee's appointment, citing the reason for the termination.

## **27.6 Reduction of Scope of Assignment of Part-time Term Employees**

### **27.6.1**

A part-time term non-instructional appointment which has been accepted by an employee may have its assignment reduced in scope by OC prior to the date on which an appointment commences by paying compensation equal to a prorata amount of one week's salary as determined by the provisions of clause 33.2.

### **27.6.2**

A part-time term non-instructional appointment which has been accepted by an employee may have its assignment reduced in scope by OC after the date on which an appointment commences, but prior to the date on which an appointment ends, by giving written notice at least ten working days prior to the intended date of reduction of a scope of assignment, or by giving payment on a prorata basis in whole or in part in lieu of the ten days' written notice.

### **27.6.3**

With the exception of a distance education tutor, a part-time term instructional appointment which has been accepted by an employee may have its assignment reduced in scope by OC six or more working days prior to the first meeting of a course section by paying compensation equal to a prorata amount of one week's salary as determined by the provisions of clause 33.2.

### **27.6.4**

With the exception of a distance education tutor, a part-time term instructional appointment which has been accepted by an employee may have its assignment reduced in scope by OC during the period between five working days prior to the first meeting of a course section, and the last meeting or the final examination day for a course section whichever is later, by giving written notice at least ten working days prior to the intended date of reduction in scope of assignment, or by giving payment on a prorata basis in whole or in part in lieu of the ten days' written notice.

### **27.6.5**

Prorata payments shall be based on the amount of reduction of assignment.

## **ARTICLE 28 – PROGRAM REDUNDANCY AND PROGRAM REDUCTION**

### **28.1 Preamble**

OC and the Association recognize the importance of sound academic planning in establishing or changing appropriate academic priorities. The parties further recognize that policies governing academic planning are developed in accordance with legislated requirements.

### **28.2 Definitions**

#### **28.2.1**

Program redundancy means the termination of a program or department for reasons other than financial exigency that may result in the lay-off or redeployment of one or more employees.

#### **28.2.2**

Program reduction means a reduction in course offerings or academic service resulting from a material loss of funding given to OC for the support of a specific program or service.

#### **28.2.3**

A program is defined as a group of credit courses that, on completion, may lead to a certificate, diploma or degree.

#### **28.2.4**

Redeployment of an employee includes any situation in which any transfer, merger or restructuring may result in requiring an employee to work in a classification, discipline, or area of specialization for which the employee was not originally hired, and for which the employee may require re-training.

### **28.3 Program Redundancy**

#### **28.3.1**

The Board may only declare a program redundancy on the recommendation of Education Council.

#### **28.3.2**

The Education Council may recommend a program redundancy for academic reasons such as a change in academic priorities, concerns regarding academic standards or relevance, persistent low student enrolment, or external factors which specifically affect the viability of the particular program and over which OC has no control, such as changes to the requirements for certification in various professions.

#### **28.3.3**

If OC proposes to declare a program redundancy, the Vice-President Education shall request, in writing, that the Education Council consider whether a program or department should be closed for academic reasons. The request must be accompanied by a brief that explains the nature of the Vice-President Education's concerns and includes the relevant data or information in the Vice President Education's hands which motivated the request: and includes the relevant data or information available to the Vice President Education which motivated the request.

#### **28.3.4**

The Vice-President Education shall form a Redundancy Committee which shall evaluate the academic merits of the concerns raised. The Redundancy Committee shall consist of:

- a) two representatives appointed by the Association,
- b) two representatives appointed by OC, and
- c) the Vice-President Education as Chair.

#### **28.3.5**

No member of the Redundancy Committee shall be a member of the program under consideration. An employee from the program or department affected by the proposed redundancy shall be chosen by the committee to serve as a non-voting resource person for the committee.

#### **28.3.6**

The Redundancy Committee shall meet within ten (10) working days of its appointment.

#### **28.3.7**

The mandate of the Redundancy Committee shall be to assess whether the proposal for the program redundancy is consistent with the reasons set out in section 28.2.2.

#### **28.3.8**

Within 30 working days of its first meeting, the Redundancy Committee shall submit a written report to the Education Council with a copy to the President and the Association.

#### **28.3.9**

The report of the Redundancy Committee shall address the reasons and plan for the program redundancy. The committee shall also consider short and long-term actions that do not involve the transfer or lay-off of employees.

#### **28.3.10**

After considering the report and any responses to it, the Education Council will make a recommendation to the Vice-President Education within twenty (20) working days of receiving the report of the Redundancy Committee.

**28.3.11**

The Vice-President Education shall forward the Education Council recommendations, the report of the Redundancy Committee and any responses to it to the Board.

**28.3.12**

If Education Council recommends a program redundancy, the Board may decide to declare a program redundancy upon recommendation by the President and after reviewing the Education Council recommendations, the report of the Redundancy Committee and any other information it considers relevant.

**28.4 Program Reduction**

**28.4.1**

The Board may declare a program reduction only in accordance with the procedure set out in this clause.

**28.4.2**

If OC proposes to declare a program reduction as a result of a material loss of funding the Vice-President Education shall inform, in writing, the Education Council and the Association and provide a copy of the reasons and plan for reduction.

**28.4.3**

After notice has been given, OC shall form a Reduction Committee that shall evaluate the concerns raised by the Vice President Education. The Reduction Committee shall consist of:

- a) two representatives appointed by the Association,
- b) two representatives appointed by OC, and
- c) the Vice-President Education as Chair.

**28.4.4**

No member of the Reduction Committee shall be a member of the program under consideration. An employee from the program or department affected by the proposed reduction shall be chosen by the committee to serve as a non-voting resource person for the committee.

**28.4.5**

The Reduction Committee shall meet within ten (10) working days of its appointment.

**28.4.6**

The Reduction Committee will assess whether the proposal for the program reduction is consistent with the extent of the material loss of funding given to OC for the support of the specific program or service in question. The committee will also address the impacts of program reduction on employees and recommend short and long-term actions that do not involve the redeployment or lay-off of employees.

**28.4.7**

Within thirty (30) working days of its first meeting, the Reduction Committee shall submit a written report to the President with copies to Education Council and the Association.

**28.4.8**

The Education Council shall have twenty (20) working days to provide comments on the Reduction Committee report and its implications.

**28.4.9**

The Education Council comments, the report of the Reduction Committee and any responses to it shall be forwarded to the Board.

#### **28.4.10**

The Board may decide to declare a program reduction involving the reduction of one or more positions upon receiving the advice of Education Council and after reviewing the report of the Reduction Committee and any other information it considers relevant.

### **28.5 Reduction of Positions**

#### **28.5.1**

If the Board declares a program or department is to be reduced or eliminated, OC shall seek to reduce the number of positions held by employees in a program or department through the following arrangements in cooperation with the Association and the affected employees:

- a) regular retirements and resignations;
- b) voluntary transfers to other duties within OC;
- c) voluntary early retirement or voluntary reduction in workload and commensurate salary;
- d) voluntary separation;
- e) voluntary retraining for other available positions within OC for which the employee is reasonably qualified, or for which he or she can reasonably be retrained.

#### **28.5.2**

If the arrangements set out in section 28.5.1 will not result in elimination of the number of positions required within a reasonable period of time, OC may proceed with the following steps in sequence as necessary to make the required number of reductions:

- a) Non-renewal of employees on term appointments.
- b) Termination of employees on term appointments.
- c) Redeployment of continuing employees to other available positions for which they are reasonably qualified or for which they can reasonably be retrained within one year.

#### **28.5.3**

Where retraining is required, OC shall continue to pay the employee's salary and benefit costs and reasonable retraining costs not to exceed one year. OC will make all reasonable efforts to find alternative positions for the employees affected.

#### **28.5.4**

If continuing employees are unwilling to be redeployed or if there is no possible job for which the employee could qualify with reasonable retraining, OC may lay the employee off, on a least seniority first basis, with the same notice, recall rights and any other rights and privileges provided to employees or laid-off former employees under Article 29 (Financial Exigency).

## **ARTICLE 29 – FINANCIAL EXIGENCY**

### **29.1 Definition of Financial Exigency**

#### **29.1.1**

Financial exigency is a substantial and recurring financial crisis that threatens the continued operations of OC.

#### **29.1.2**

OC undertakes that lay-off of continuing employees for financial reasons shall occur only during a state of financial exigency. Furthermore, such layoffs shall occur after efforts to alleviate the financial crisis by economies in all other segments of the budget have been undertaken and after all reasonable means of improving OC's revenues have been exhausted. The necessity must arise from the total OC budget.



## **29.2 Notice to the Association**

### **29.2.1**

Before requesting that the Board declare a financial exigency, the OC President shall notify the Association. This notification shall describe the extent of the financial crisis and OC's proposal for solving the exigency including a statement of the maximum reduction necessary in salary budgets.

### **29.2.2**

Once notice has been given under 29.2.1, there shall be an OC hiring freeze. No appointments shall be made to vacant or new positions at OC except in exceptional circumstances and after seven (7) working days' notice to the Association. This hiring freeze shall continue until a bona fide state of financial exigency has been determined to exist or not exist, pursuant to clause 29.5.

## **29.3 Financial Exigency Committee**

### **29.3.1**

Within fifteen (15) working days of the notice specified in section 29.2.1, OC shall establish a Financial Exigency Committee.

### **29.3.2**

The Financial Exigency Committee shall consist of five (5) members as follows:

- a) the Vice President Education, as Chair,
- b) one member from within OC appointed by the Association,
- c) one member from the OC region, but outside the OC community, appointed by the Association,
- d) one member from within OC appointed by OC,
- e) one member from the OC region, but outside the OC community, appointed by OC.

### **29.3.3**

OC shall be responsible for all fees and expenses incurred in the Committee's investigation.

### **29.3.4**

The Financial Exigency Committee shall invite and consider submissions on OC's financial condition. It shall consider:

- a) whether OC's financial position constitutes a genuine financial crisis that involves a deficit that is projected by generally accepted accounting principles to continue for at least two years, and whether the continued survival of OC requires that the budgetary allocation for salaries and benefits is reduced;
- b) whether the reduction of the number of employees is a reasonable way to effect a cost saving given the primacy of academic goals and the mission of OC;
- c) whether other means of achieving savings and obtaining additional revenue have been explored;
- d) whether all other means of reducing the complement of employees including voluntary early retirement, voluntary resignation, voluntary layoff and voluntary transfer to reduced workload status have been considered; and
- e) any other matters that it considers relevant to the proposed financial exigency.

## **29.4 Report of the Financial Exigency Committee**

### **29.4.1**

The Financial Exigency Committee shall make its report to the Board within 50 working days of its appointment. If the Financial Exigency Committee finds that a state of financial exigency exists, it shall recommend the amount of reduction in expenditure required for OC's continued viability. It shall also recommend the proportion of the reduction to be achieved by laying off employees, or by other means of reduction.

### **29.4.2**

If the Financial Exigency Committee does not report within the time limit set out above in section 29.4.1, the Board may declare that a financial exigency exists, but if the Board does so, it must set out clear reasons as to the basis for the declaration.

**29.4.3**

A copy of the report of the Financial Exigency Committee shall be provided to the Association within five (5) working days of receipt by the Board. If the Financial Exigency Committee finds that a state of financial exigency exists, the Association shall invite its members to recommend proposals for the use of voluntary measures to bring about savings in expenditures.

**29.4.4**

Where the Financial Exigency Committee determines that the conditions constituting a financial exigency exist, a thirty (30) calendar day period shall elapse before the Board may declare a financial exigency. During that period the parties shall meet and consider the recommendations of the Committee with respect to the implementation of the financial exigency. The parties may reach agreement on other mutually acceptable methods of reducing expenditures or increasing revenues that could avert the layoff of employees.

**29.5 Declaration of Financial Exigency**

**29.5.1**

Not less than thirty (30) calendar days, and not more than sixty (60) calendar days, following the report of the Financial Exigency Committee to the Board, the Board shall either declare a financial exigency or declare that a financial exigency does not exist.

**29.5.2**

If the Board declares that a financial exigency does not exist the hiring freeze shall be ended. If the Board declares that a financial exigency does exist, the hiring freeze shall be extended until all necessary reductions under section 29.6.1 have been undertaken.

**29.5.3**

If by a vote of at least four (4) to one (1), the Financial Exigency Committee has found that the conditions that constitute a financial exigency do not exist, then the Board shall be precluded from declaring a financial exigency, invoking the provisions of this Article and initiating a layoff of employees for six (6) months from the date of the report of the Financial Exigency Committee.

**29.5.4**

Notwithstanding a finding by the Financial Exigency Committee that the conditions that constitute a financial exigency do not exist, the Board may declare a state of financial exigency provided that the basis for such a declaration is clearly stated and the basis on which it disagrees with the finding of the Financial Exigency Committee is also clearly stated. In such an instance, the period of notice provided to an employee concerning lay-off shall be six months greater than the notice provided for in clause 29.8.

**29.6 Reductions**

**29.6.1**

Following a declaration of Financial Exigency by the Board, OC may initiate specific reductions according to the following sequence:

- a) Non-renewal of employees on term appointments.
- b) Termination of employees on term appointments.
- c) Layoff of employees on continuing appointments.

**29.6.2**

Within the order of lay-off specified in section 29.6.1, the sole criterion shall be seniority. Lay-off will be in ascending order of seniority.

## **29.7 Seniority**

### **29.7.1**

In the case of employees holding continuing appointments, seniority is determined from the date of appointment to a continuing position.

### **29.7.2**

Where seniority as determined in section 29.7.1 is equal, total weighted accumulated service at OC prior to appointment to a continuing position shall be considered.

### **29.7.3**

When there are two or more employees of equal seniority as determined by section 29.7.1 and section 29.7.2 relative seniority shall be determined by the toss of a coin.

## **29.8 Notice of Layoff**

OC shall give to each continuing employee who is laid off six (6) months' notice, or six (6) months' salary in lieu of notice, or a combination of notice and salary equivalent to six (6) months.

## **29.9 Severance Payments**

### **29.9.1**

OC shall give each continuing employee who is laid off a severance payment equal to one (1) month's salary for each full year of service in a continuing appointment at OC, with a minimum of three (3) months' salary and a maximum of six (6) months' salary.

### **29.9.2**

If a former employee is recalled to OC within six months of lay-off, the employee shall repay that portion of severance equal to the amount of OC salary paid during the six months.

## **29.10 Right of Recall**

### **29.10.1**

Employees who are laid off shall have, for a period of one (1) year, a right of recall for any and all work for which they are qualified in the bargaining unit.

### **29.10.2**

Employees who are laid off shall have, for a period of three (3) years, a right of recall for any position in their former department, unless OC can demonstrate that the position is so specialized that it cannot be filled by the laid-off employee or by a re-arrangement of the duties of other members of the department.

### **29.10.3**

In cases where an employee is recalled to a position in the bargaining unit in accordance with section 29.10.2 he or she shall return to no less than the seniority and salary step he or she held at the time of lay-off. Years of service toward consideration for completion of probation, Extended Study Leave, and other periods of eligibility shall be no less than at the time of lay-off.

## **29.11 Rights of Laid off Employees**

### **29.11.1**

Where resources permit, employees who are laid off shall enjoy full access to scholarly facilities, including office and laboratory space, and library and computer services (including e-mail and Internet services) until alternative academic employment is secured, or their recall rights expire, whichever occurs first.

**29.11.2**

If and so long as such plans permit, a laid-off employee shall be eligible to participate in BC medical, extended health and dental benefit plans, at the employee's expense, until alternative academic employment is secured, or his or her recall rights expire, whichever occurs first.

**ARTICLE 30 – TECHNOLOGICAL CHANGE**

**30.1**

Technological change shall mean a change introduced by OC in the mode of delivery of educational services which, for example, involves the use of packaged or preprogrammed instruction or delivery by electronic means, and which would affect security of employment or conditions of employment.

**30.2**

OC shall provide the Association with at least two months' notice of intention to introduce technological change. The notice shall include a description of the nature of the change, the effective date and the anticipated effect on employees.

**30.3**

Employees in positions becoming redundant owing to technological change shall be eligible for retraining to qualify for new positions within OC. Such retraining shall be provided by OC without loss of pay to the affected employee.

**30.4**

The manner and method of placing an employee undergoing retraining made necessary by technological change, and the job to which the employee may return should he or she be successful in retraining, shall be discussed by the employee and the appropriate supervisor before retraining begins.

**30.5**

Any employee who is displaced from his or her job by technological change shall be given the opportunity to fill other positions according to seniority and qualifications.

**30.6**

Any employee whose appointment is to be terminated due to technological change shall receive six months' written notice. Such employee shall receive severance pay in accordance with section 29.9.1.

**ARTICLE 31 – CENSURE, SUSPENSION, AND DISMISSAL**

**31.1**

**31.1.1**

OC shall not censure or suspend any employee without just and reasonable cause. OC shall not dismiss any non-probationary employee without just and reasonable cause.

**31.1.2**

At any investigatory or disciplinary meeting between an employee and OC, the employee has the right to have in attendance or to have representation by the Association or the Association's designated alternate(s).

**31.1.3**

OC and the Association recognize the principle of progressive discipline and, accordingly, no employee shall be disciplined or dismissed without adequate warning and guidance toward necessary improvement.

**31.1.4**

An employee considered by the Association to be wrongfully or unjustly censured, suspended, or dismissed shall be entitled to a hearing under Article 32.

### **31.2 Censure**

Whenever OC, or its agent, deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of, or omission referred to, or may follow if such employee fails to bring his or her work up to a required standard by a given date, OC shall, at the time of the censure, give written particulars of such censure to the employee and the Association. After a period of 24 months during which no further censures have been recorded and upon a request in writing by the censured employee, all censures in an employee's personnel record shall be removed and destroyed. If an employee's employment is terminated prior to the twenty-four months OC shall remove censures at the end of twenty-four months following the last censure.

### **31.3 Suspension**

#### **31.3.1**

The OC President may suspend an employee from his or her duties with or without salary and benefits.

#### **31.3.2**

The OC President shall provide written notice of suspension to the employee at the time of the suspension. Within two working days of the time of suspension, the OC President shall provide, in writing, to the suspended employee and the Association his or her reasons for the suspension.

#### **31.3.3**

When an employee is suspended, the OC President shall notify the OC Board without delay. The OC Board shall meet within 30 days of the suspension to consider the matter and, in the event that salary and benefits have been stopped, to determine whether and, if appropriate, when salary and benefits shall be reinstated.

### **31.4 Dismissal**

The OC President may recommend to the OC Board the dismissal of an employee. Notice of dismissal shall be given in writing to the employee and to the Association at the time of dismissal stating the reasons for the dismissal.

## **ARTICLE 32 – GRIEVANCE PROCEDURE**

### **32.1**

Any differences arising between OC and the Association concerning the interpretation, application, operation, or any alleged violation of this Agreement shall be resolved without work stoppage in keeping with the procedure detailed under this Article.

### **32.2 Time-limits for Grievance**

An employee who wishes to present a grievance at Step 1 of the grievance procedure shall do so by informing his or her designated supervisor in writing no later than 30 working days after the date:

- a) which he or she was notified orally or in writing of the action or circumstance giving rise to the grievance; or
- b) on which he or she first became aware of the action or circumstances giving rise to the grievance.

### **32.3 Procedure**

Step 1: The Association's Grievance Committee shall present the grievance to the designated supervisor or delegate in writing. The supervisor or delegate shall have 15 working days from the written presentation of the grievance to respond in writing to the grievance at this step. During this period the designated supervisor or delegate may meet simultaneously with the Association's Grievance Committee and the aggrieved employee in an effort to investigate and resolve the grievance.

Step 2: Failing resolution at Step 1, the Association's Grievance Committee, if it wishes to pursue the grievance, shall submit the grievance in writing to the OC President, or his or her designate, within 15 working days following the response at Step 1. The OC President, or his or her designate, shall have 15 working days after the receipt of the written grievance to respond to the grievance at this step. During this period the OC President, or his or her designate, may meet simultaneously with the Association's Grievance Committee and the aggrieved employee in an effort to investigate and resolve the grievance.

Step 3: Failing resolution at Step 2, the Association, if it is pursuing the grievance to arbitration, shall inform OC in writing within 20 working days following the response at Step 2. Any such arbitration shall be conducted in accordance with clause 32.6.

#### **32.4 Policy Grievance**

Where a dispute involving a question of general application or interpretation of the Agreement occurs, or where a group of employees or the Association has a grievance regarding the Agreement, the first step of the grievance procedure may be bypassed.

#### **32.5 Extension of Time Periods**

The parties at any step in the grievance procedure may agree to an extension of the time period specified. In particular, reasonable extensions shall be granted when the basis for the request for extension is the result of a legitimate absence from duty as specified in Articles 4 (Union Business), 22 (Professional Development), 23 (Study, Professional Development, and Research Leave), 24 (Extended Study Leave), and 41 (Sick Leave), 42 (Maternity and Parental Leave), and 43 (Other Leaves) inclusive of any person involved in the grievance procedure.

#### **32.6 Grievance Arbitration**

##### **32.6.1**

OC and the Association shall select an arbitrator by mutual agreement. This selection process shall take place within 15 working days of the declared intention to institute arbitration procedures. This period may be extended by mutual agreement. If the parties fail to agree on an arbitrator, either party may apply for the appointment of an arbitrator pursuant to the relevant provision of the Labour Relations Code.

##### **32.6.2**

Upon his or her selection or appointment, the arbitrator shall fix a date for hearing the grievance.

##### **32.6.3**

The arbitrator shall deliver his or her award in writing to each of the parties within 20 working days after all the evidence has been submitted. The award of the arbitrator shall be binding upon the parties, but in no event shall the arbitrator have the power to alter, modify or amend this Agreement in any respect.

##### **32.6.4**

Grievances submitted to the arbitrator shall be in writing and shall clearly specify the nature of the issue.

##### **32.6.5**

Each party shall pay one-half of the fees and expenses of the arbitrator.

#### **32.7 Failure to Act**

If the Association does not present a grievance to the next higher level within the prescribed time limits, the grievance shall be deemed to be abandoned. However, the Association shall not be deemed to have prejudiced its position on any future grievances, excluding the specific grievance under review.

#### **32.8 Consent for Negotiation on Grievance**

The parties agree that, after a grievance has been initiated by the Association, OC's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee or any other employees except for those members of the Association specifically designated by the Association to deal with grievances, without the consent of the Association.

**32.9 Technical Objections to Grievances**

It is the intent of the parties to this Agreement to ensure just and equitable treatment of a grievance by dealing with the substance of the grievance and not with any technical error in procedure or presentation.

**32.10 Retroactive Settlements**

The Association's Grievance Committee and OC shall jointly determine the date of application of the settlement of the grievance. The settlement may be applied retroactively to the date of the occurrence of the situation which gave rise to the grievance or the settlement may be applied in a different manner which is consistent with the intent of clause 32.9. In the case of a settlement by arbitration, the arbitrator shall specify the date of the settlement.

**32.11 Dismissal or Suspension Grievance**

In the case of a dispute arising from an employee's dismissal or suspension, the grievance may commence at Step 2 of the grievance procedure within 15 working days of the date on which the suspension occurred or the employee received notice of dismissal or notice of suspension. In this case, the OC President shall deal personally with the grievance.

**32.12 OC Initiated Grievances**

It is recognized that grievances may be initiated by OC. Settlement of OC initiated grievances shall follow the procedure specified in this Article. The Association and OC agree that every effort shall be made to settle grievances of this kind at the immediate and local level. Should it be necessary for OC to pursue a grievance beyond the immediate and local level, OC shall follow the procedure specified in this Article with appropriate changes where necessary.

**ARTICLE 33 - SALARY**

**33.1 Salaries for Employees on Continuing Appointments**

**33.1.1**

The salaries for full-time continuing employees for September 1, 2005 to March 31, 2006 shall be as given in Appendix A of the collective agreement expiring August 31, 2005. The salaries for full-time continuing employees for the period from April 1, 2006 to March 31, 2010 shall be as given in Appendix A of this Agreement.

**33.1.2**

With the exception of clause 13.6.5, an employee on a part-time continuing appointment or a partial-load continuing appointment shall be paid in accordance with the salary scales referred to in section 33.1.1 on a prorata basis consistent with the employee's part-time or partial-load percentage as specified in his or her offer of appointment.

**33.1.3 Six Month Partial-Load Continuing Appointments**

A partial-load continuing college professor whose partial load is 50% and who has accepted a six-month full-time workload assignment in accordance with 13.6.5, may opt to receive a full-time salary for the six month duty period and no salary for the remaining 6 months of the year.

**33.1.4 Non-Instructional Employees Hired into Part-Time Continuing Appointments**

Non-instructional employees hired into part-time continuing appointments shall be paid in accordance with the salary scales referred to in section 33.1.1 on a prorata basis consistent with the employee's part-time continuing percentage as specified in his or her offer of appointment. Such employees may opt to receive their full salary entitlement during their duty period and no salary for the balance of the year.

### **33.2 Salaries for Employees on Term Appointments**

#### **33.2.1 Salaries for Full-Time Term Employees**

The salaries for full-time employees for September 1, 2005 to March 31, 2006 shall be as given in Appendix A of the collective agreement expiring August 31, 2005. The salaries for full-time term employees for the period from April 1, 2006 to March 31, 2010 shall be as given in Appendix A of this Agreement.

#### **33.2.2 Salaries for Part-Time Term College Professors**

Part-time term college professors shall be paid in accordance with the following formula:

$$\text{Part-time salary} = \frac{(\text{TLU})(\text{L})(\text{S})(\text{AF})}{(4)(52)} \quad \text{where}$$

**TLU** is the semester average weekly assigned number of Teaching Load Units

**L** is 17 weeks for normal course offerings, except for extended semester course offerings where L is 18 weeks and 21 weeks for the Fall and Winter semesters respectively. These periods include preparation, delivery and final examination time.

**S** is the appropriate full-time annual salary

**AF** is the appropriate salary adjustment factor. The salary adjustment factor shall have the following values and shall be applied on a course by course basis:

- Laboratory or seminar instruction only AF = 1.33
- Lecture instruction only AF = 0.89
- Any combination of lecture with laboratory or seminar instruction AF = 0.89

#### **33.2.3 Salaries for Part-Time Term Non Instructional Faculty members**

Part-time term librarians, counsellors, intercollegiate athletics, recreation and student life coordinators and educational technology coordinators shall be paid in accordance with the following formula:

$$\text{Part-time salary} = \frac{(\text{W})(\text{L})(\text{S})}{(35)(52)} \quad \text{where}$$

**W** is the average weekly assigned duty hours

**L** is the appointment period in weeks, and

**S** is the appropriate full-time annual salary

### **33.3 Extended Semester Salary**

A college professor who teaches in a program which exceeds the regular instructional period of 32 or 33 weeks in duration shall receive additional compensation as determined by the part-time salary formula of section 33.2.2.

### **33.4 Increments**

#### **33.4.1**

All employees shall receive an annual salary incremental increase until the maximum salary for his or her classification is reached, subject to section 33.4.2. The incremental increase shall be paid from the beginning of the pay period in which his or her anniversary date falls. With the exception of employees covered by 33.4.3 the anniversary date of employment shall be defined as the starting date of continuous employment with OC.



**33.4.2**

Continuing instructional employees who are on a leave without pay for at least two consecutive teaching semesters or a non-instructional employee absent on a leave without pay for at least eight consecutive months shall not receive a salary increment on the anniversary date(s) following the commencement of the leave.

**33.4.3**

All continuing employees who were employed as of March 31, shall have an annual increment date of April 1.

**33.5 Distance Education Salaries**

Part-time distance education tutors and continuing employees who assume a distance education tutoring assignment shall be paid in accordance with the following:

- (1) For each Distance Education course assigned to the tutor for a 12 month period, a retainer of:

April 1, 2006	\$301.00
April 1, 2007	\$307.02
April 1, 2008	\$313.16
April 1, 2009	\$319.42

This amount shall be prorated for a shorter period, subject to a minimum retainer of:

April 1, 2006	\$150.00
April 1, 2007	\$153.00
April 1, 2008	\$156.06
April 1, 2009	\$159.18

- (2) For each assigned student who is registered in a course section 18 calendar days after the official commencement date of the course section:

April 1, 2006	\$66.00
April 1, 2007	\$67.32
April 1, 2008	\$68.67
April 1, 2009	\$70.04

- (3) For each assigned student who completes the course and receives a grade, or who participates in the course and is assigned a grade of W,

April 1, 2006	\$52.00
April 1, 2007	\$53.04
April 1, 2008	\$54.10
April 1, 2009	\$55.18

- (4) For each contact hour for seminars or workshops that are required by OC ,

April 1, 2006	\$47.00
April 1, 2007	\$47.94
April 1, 2008	\$48.90
April 1, 2009	\$49.88

**33.6 Payment of Salaries**

With the exception of section 33.7, salaries shall be paid in biweekly instalments every second Friday throughout the appointment period. OC agrees to have salaries deposited to each employee's bank, trust company, or credit union account in the OC region.

**33.7 Payment of Distance Education Tutors' Salaries**

Salaries for distance education tutors shall be deposited in the tutor's bank, trust company, or credit union account in the OC region no later than 20 calendar days after the condition of each or any of the four salary components have been met.

**33.8 Research Associates**

The salary scale of a research associate shall be as follows:

**33.8.1**

The minimum of the salary scale shall be no less than the appropriate maximum allowable salary outlined by Natural Science and Engineering Research Council and Social Science and Humanities Research Council/Canada Council, whichever is relevant. This minimum applies to other granting agencies.

**33.8.2**

Notwithstanding the above, the maximum research associate salary shall be in accordance with Article 34 (Application of Salary Scale).

**33.9 WorksafeBC Occupational First Aid Attendant Stipend**

**33.9.1**

An employee who holds a valid WorksafeBC Occupational First Aid Level II certificate and who is requested by OC and who agrees to act as a campus first aid attendant shall receive a bi-weekly stipend of \$45.00.

**33.9.2**

The preceding stipend shall be adjusted to equal any higher amounts awarded to any of OC's other certified bargaining units.

**ARTICLE 34 - APPLICATION OF SALARY SCALE**

**34.1**

The initial salary of a new employee shall be determined in accordance with the criteria listed under this Article. A new employee is any person commencing employment with OC for the first time, or, recommencing employment after a break in employment with OC of two years or more. Employees reappointed under clause 29.10 are not limited by the provisions of clause 34.4 (Maximum Initial Placement).

**34.2**

If a term employee is subsequently offered a continuing appointment, placement on the salary scale shall be reviewed in accordance with the following:

- a) the employee's qualifications and experience prior to OC employment shall be assessed in accordance with the criteria in clause 34.3 to the maximum initial placement outlined in clause 34.4, unless the maximum has been previously waived by the OC President.
- b) the employee's experience at OC while on term appointments shall be counted on an FTE basis and added to the placement determined in 34.2 (a). The additional FTE experience at OC may result in a placement above the maximum initial placement outlined in clause 34.4.

### **34.3 Salary Placement**

#### **34.3.1 Qualifications**

The minimum placement on the salary scale shall be as follows:

- |  |         |
|--|---------|
| a) Doctoral Degree                                 | Step 7  |
| b) Master's Degree                                 | Step 9  |
| c) Bachelor's Degree or professional qualification | Step 10 |
| d) Other   | Step 11 |

#### **34.3.2 Experience**

In addition to the allowance for qualifications, and in accordance with the restrictions of clause 34.4, an allowance for previous work experience shall be made for employees on full-time and part-time appointments as follows:

- a) one step for each year of full-time, independent, post-secondary work experience related to the employee's duty assignment;
- b) one step for each full-time equivalent, independent, post-secondary work experience at more than one institution, provided the experience is concurrent and equates to full-time at OC;
- c) one step for each of the first two years and one step for each complete two year block thereafter of full-time public school work experience directly related to the employee's duty assignment;
- d) one step for each of the first two years and one step for each complete two year block thereafter of full-time post-doctoral research, clinical, business, government or industrial work experience in an area directly related to the employee's duty assignment;
- e) One step for each full-time equivalent year of part-time work at OC related to the employee's duty assignment.

### **34.4 Maximum Initial Placement**

The maximum initial placement for new employees shall be step 7. In exceptional circumstances, and at the discretion of the Vice-President Education, this maximum may be waived and the actual placement will be determined by the Vice-President Education.

### **34.5 Evaluation of New Qualification**

In the event that an employee improves his or her qualifications while employed by OC, he or she may apply to the OC President to have his or her qualifications or experience evaluated and to have his or her place on the scale reviewed.

## **ARTICLE 35 - HEALTH AND WELFARE PLANS**

### **35.1 Benefits Eligibility**

This clause applies only to employees on a full-time continuing appointment, 50% partial-load continuing employees who hold six-month appointments and, with the exception of section 35.1.3, to employees on full-time term appointments which are greater than five calendar months in length. OC shall pay the full premiums for the health and welfare plans while the employee is in receipt of a salary from OC.

#### **35.1.1 Group Life Insurance Plan**

Life Insurance: Three (3) times annual salary (Principal Sum) to a maximum of \$300,000.

**35.1.2 Accidental Death and Dismemberment**

Life (in addition to any life insurance)	The Principal Sum
Both hands.	The Principal Sum
Both feet	The Principal Sum
Entire sight of both eyes	The Principal Sum
One hand and one foot	The Principal Sum
One hand and entire sight of one eye.	The Principal Sum
One foot and entire sight of one eye.	The Principal Sum
Speech and hearing.	The Principal Sum
One arm	Three-Quarters of The Principal Sum
One hand.	Three-Quarters of The Principal Sum
One foot.	Two-Thirds of The Principal Sum
Entire sight of one eye	Two-Thirds of The Principal Sum
Speech or hearing	One-Half of The Principal Sum
Thumb and index finger(either hand)	One-Third of The Principal Sum

**35.1.3 Long Term Disability**

Payable after 90 days of disability at a level of 70% of monthly salary, to a maximum of \$4,000 per month.

**35.1.3.1**

An Employee receiving long term disability benefits shall be considered an employee for purposes of the College Pension Plan only and shall continue to be covered by the medical, extended health, dental, and group life and AD&D insurance for the first 24 months from the date on which the employee received compensation under the long term disability plan. Participation in these plans may be continued past the 24 months provided OC is reimbursed for 100% of the applicable premiums.

**35.1.4 Dental Care Plan**

- a) Plan "A" (diagnostic and preventive services, restorative services, surgical services, prosthetic repairs): 100% reimbursement by the plan.
- b) Plan "B" Prosthetic Appliances and crown and bridge procedures: 50% reimbursement by the plan.
- c) Plan "C" Orthodontics: available to employee and dependents only after patient has been covered continuously for 12 months, maximum benefits of \$2,500 with 50% reimbursement by the plan.

**35.1.5 Medical Care Plan**

Standard medical insurance coverage under the British Columbia Medical Plan shall be provided, subject to Plan provisions.

**35.1.6 Extended Health Benefits**

**35.1.6.1 Optical Coverage:** \$250 maximum coverage for each insured individual during a 24 month period and every 12 months for each insured individual under the age of 18 years.

**35.1.6.2** Eye vision exams shall be reimbursed to a maximum of \$75 every two (2) years.

**35.1.7 Employee Assistance Program**

**35.1.7.1**

OC and the Association agree to participate in the administration of a mutually acceptable Employee Assistance Program.

**35.1.7.2**

OC shall provide an "administrative" fee up to the equivalent of 0.2% of the bargaining unit salary base in each year of the Agreement to fund the cost of an Employee Assistance Program.

**35.1.7.3**

Continuing employees are eligible to participate in this plan.

**35.2**

Clause 35.1 is provided solely for the purpose of explaining the principal features of the plans. All rights with respect to the benefits of the plans will be governed by the policies issued by the carriers. There will be no change to the level of health and welfare benefits without prior consultation between the parties.

**35.3 Benefits for Partial-Load Continuing, Part-Time Continuing and Term Employees**

**35.3.1**

Employees on partial-load continuing appointments and part-time continuing appointments shall, upon request, be eligible for health and welfare benefits in accordance with clause 35.1. OC shall pay a portion of the health and welfare plan premiums consistent with the employee's partial-load percentage as specified in his or her offer of appointment, and the employee shall pay the remainder of the premium.

**35.3.2**

Employees on partial-load continuing appointments and part-time continuing appointments who do not request health and welfare coverage shall receive four percent of their salaries in lieu of health and welfare benefits. This payment shall be made biweekly.

**35.3.3**

Employees identified in section 35.3.1 who exercise their option for health and welfare benefit coverage at the start of their appointment must continue coverage for the term of their appointment for that college year.

**35.3.4**

Employees on 50% partial-load continuing appointment who hold six-month appointments (see clause 13.6.5) may continue their health and welfare benefits during the time they are not receiving a salary from OC provided they reimburse OC for the full cost of the health and welfare benefits during this period.

**35.3.5**

Full-time term employees who are appointed for a period of five calendar months or less shall receive, in addition to their agreed salaries, 4% of their salaries in lieu of health and welfare benefits. This payment shall be made biweekly.

**35.3.6**

Part-time term employees shall receive 4% of their salaries in lieu of health and welfare benefits. This payment shall be made biweekly.

**35.3.7**

Partial-load continuing employees who assume a part-time term appointment in accordance with clause 14.6 shall receive 4% of the additional salary for the term contract in lieu of health and welfare benefits. This payment shall be made biweekly.

**35.3.8**

Part-time continuing employees who accrue additional work pursuant to 13.5.6 shall receive 4% of the additional salary for the term contract in lieu of health and welfare benefits. This payment shall be made biweekly.

**35.3.9**

Full-time employees not on leave without pay who receive a part-time term appointment are not eligible for this payment.

**ARTICLE 36 - PENSION**

**36.1 Mandatory Enrolment**

Enrolment in the College Pension Plan shall be as set out by the *Pension (College) Act*.

**36.2 Existing Employees**

OC will encourage employees who have not joined the College Pension Plan to do so. However, employees on payroll as of the date of ratification who have not joined the College Pension Plan shall retain the right not to do so.

**ARTICLE 37 - TRAVEL EXPENSES AND ALLOWANCES**

**37.1 Out of Region**

**37.1.1**

Employees required to be out of the OC region on the business of OC shall receive reimbursement for actual meal expenses up to a maximum of \$44.00 per full day for meals, plus actual necessary lodging and transportation expenses.

**37.1.2 Lodging Allowance**

Employees required to be out of the OC region on the business of OC who stay in non-commercial lodging shall be entitled to claim \$33 per day except where the lodging is supplied by OC. An employee submitting a lodging allowance claim shall not be entitled to reimbursement for commercial lodging costs for the same period.

**37.1.3 Telephone Allowance**

Employees required to be out of the OC region on the business of OC who are required to obtain overnight accommodation shall be reimbursed upon production of receipts for one five-minute telephone call home, to or within British Columbia, for each night away.

**37.2 In Region**

**37.2.1**

Employees who are authorized by the designated supervisor to attend a meeting or travel within the OC region shall receive reimbursement for actual meal expenses up to the following maxima:

Breakfast	\$ 10.50
Lunch	\$ 12.25
Dinner	\$ 21.25

**37.2.2**

Employees may claim a per diem allowance for meal expenses up to a maximum of \$25.00 per full day. If less than a full day, the maximum shall be the rate per meal, or combination thereof, based on the following rates:

Breakfast	\$ 5.50
Lunch	\$ 6.75
Dinner	\$12.75

Employees may not claim both reimbursement pursuant to 37.2.1 and a per diem allowance.

**37.2.3**

In the event employees receive prior authorization to obtain overnight accommodation while on OC business within the OC region, actual lodging expenses shall be reimbursed.

### **37.3 Own Vehicle Travel Allowance**

Employees authorized to use their personal motor vehicles for OC business shall be paid a travel allowance of \$0.45 per kilometre. It shall not be a condition of employment for continuing or full-time term employees to supply a motor vehicle. Continuing and full-time term employees may refuse to use their motor vehicles for OC business.

### **37.4**

Travel expenses and allowances shall be adjusted to equal any higher amounts awarded to any of OC's other certified bargaining units.

### **37.5 Vehicle Insurance**

An employee who is required to travel in excess of six days per month between OC centres, campuses, or locations on OC business shall, subject to the prior approval of the designated supervisor, be reimbursed, upon presentation of appropriate receipts and documents, 100% of the annual incremental cost, prorated for the term of the appointment, of the Insurance Corporation of British Columbia Class 007 (Business) premium that is over and above that for Class 002 (Drive to Work or School) or 003 (Drive to Work or School under 15k), whichever is appropriate. Such reimbursement shall be limited to one vehicle per employee and it is the employee's responsibility to purchase Class 007 vehicle insurance when necessary. If OC so reimburses an employee, the employee shall normally use his or her personal motor vehicle for travel on OC business requiring a motor vehicle.

### **37.6 Parking**

OC shall provide, free of charge, parking space designated for the motor vehicles of continuing and full-time term employees.

### **37.7 Professional Allowance**

#### **37.7.1**

A Professional Allowance Fund is established for the purpose of assisting eligible employees to offset the cost of professional activities in accordance with the jointly agreed guidelines. All allocations of professional allowance must be authorized by the joint committee.

#### **37.7.2 Funding**

On each July 1<sup>st</sup> OC shall deposit the sum of \$35,000 into a jointly administered fund to be known as the Professional Allowance Fund. Any interest earned on the money in the fund shall accrue to the fund and any money remaining in the fund at the end of the fiscal year shall stay in the fund for subsequent use of the fund.

#### **37.7.3 Eligibility**

Employees holding a continuing appointment shall be eligible to apply for money from the fund.

#### **37.7.4 Committee**

A joint committee, comprising two faculty members appointed by the Association and one administrative representative, shall be responsible for administering the fund in accordance with the jointly agreed guidelines.

#### **37.7.5 Guidelines**

OC shall publish, with other College policies, the Guidelines for the Professional Allowance Fund agreed to by OC and the Association. The Committee shall work within these guidelines to set the maximum annual amount for which an employee is eligible, to review applications for professional allowance monies, and to allocate such monies. Any change in the guidelines shall be subject to agreement between OC and the Association.

#### **37.7.6 Professional Registration Costs**

A continuing employee who is required, as a condition of employment, to maintain a current active registration or membership with one or more professional associations shall be entitled to apply to the Professional Allowance Fund to offset the entire cost of these expenses. Such application shall be over and above any other eligible expenses established by the Guidelines in accordance with section 37.7.5. OC shall reimburse the Professional Allowance Fund for all such additional costs.

### **37.8 Grants-in-Aid Fund**

OC shall maintain a Grants-in-Aid Fund sufficient to support research, scholarly and creative activity. OC may supplement this fund with contributions from external sources. Any money remaining in this fund at the end of a fiscal year shall be carried over to the next fiscal year.

#### **37.8.1 Grants-in-Aid Committee**

A Grants-in-Aid Committee shall administer the allocation of the Grants-in Aid Fund. The Committee shall comprise 4 post-probationary continuing employees, elected from among OCFA members, and 1 administrator.

## **ARTICLE 38 - TRANSFER**

### **38.1 Transfer To Another Centre**

The provisions of this Article shall apply only to continuing employees.

### **38.2 Voluntary Transfer**

A continuing employee may request a transfer to fill a new or vacant position within his or her department(s) at another OC centre subject to clause 13.5. Such a request shall normally be granted without external advertisement or reference to a selection committee provided he or she is qualified as determined by the department.

### **38.3 OC Initiated Transfer**

#### **38.3.1**

A continuing employee may be transferred by OC to a different OC centre, provided 6 months' notice is given. This period may be reduced by mutual consent. If the transfer requires relocation of the employee's place of residence, the terms of clause 38.4 shall apply.

#### **38.3.2**

An employee shall be considered as transferring when OC reassigns him or her from one OC centre to a second OC centre. If the second centre is beyond normal commuting distance from the employee's original household, and the employee moves his or her household to a location within normal commuting distance of the second centre, the costs of relocation may be claimed in accordance with the provisions of this Article.

#### **38.3.3**

The provisions contained in this Article may be exercised by an employee who is transferred by OC only during the period between the time that notice of transfer was first given to the employee and 24 months after the specified date on which the transfer took effect. In exceptional circumstances, the OC President may, upon application by the employee, grant an extension to this time limit.

### **38.4 Relocation Expenses for OC Initiated Transfer**

#### **38.4.1**

In the case of an OC initiated transfer, OC shall pay travel expenses for the transferred employee and his or her family.

#### **38.4.2**

If normal accommodation is not immediately available, reasonable hotel and meal expenses for the employee and his or her family shall be allowed up to a maximum of seven days after arrival at the new location.

#### **38.4.3**

If accommodation at the new location is not available within seven days, living expenses shall be provided as follows:

- a) for a single person, actual expenses up to but not exceeding \$20.00 per day for a period not exceeding one month;



- b) for a married person, or a single person with dependents, actual expenses up to but not exceeding \$700.00 per month for a period not exceeding two months.

**38.4.4**

These expenses are not payable during the same days that full hotel expenses are payable under section 38.4.2 and are only payable for such period as the employee is able to prove his or her inability to re-establish himself or herself.

**38.4.5**

OC shall pay the cost of moving furniture and other personal effects from the employee's old household to his or her new household.

**38.4.6**

OC shall pay for the insurance costs resulting from the moving of furniture and other personal effects. The insurance costs shall not include home owner insurance or other insurance costs incurred by the employee when the moving has been completed.

**38.4.7**

OC shall pay for costs of the following:

- a) disconnecting and hooking up of electrical, plumbing and gas connections;
- b) telephone and television hook-ups and antenna installation, and
- c) alterations to drapes and carpets.

**38.4.8**

OC shall pay real estate sales fees and legal costs upon transfer as follows:

- a) actual real estate fees incurred in the sale of the employee's residence to a maximum of \$7,000.00;
- b) actual legal fees charged in the purchase of a new residence to a maximum of \$1,000.00;
- c) any costs involved in terminating a lease on premises rented by the employee to a maximum of \$1,000.00.

**38.5**

If a transfer is at the request of an employee, no transfer allowances will be paid by OC, with the exception that relocations of employees between centres as a result of reductions in accordance with Article 28 and 29 will be considered as OC initiated transfers and all transfer expenses and allowances shall be paid by OC.

**38.6**

From the time that this Agreement comes into effect, the preceding expense limits shall be adjusted to equal any higher amounts awarded to any of the OC's employee groups.

**ARTICLE 39 - VACATIONS**

**39.1 Vacation: Continuing or Full-Time Term Appointments of 10 Months or More**

**39.1.2 Vacation Entitlement**

**39.1.2.1**

A full-time college professor, librarian, counsellor, education technology coordinator or intercollegiate athletics, recreation and student life coordinator who has been employed by OC for ten months or more prior to July 1 of any given year shall be eligible for annual vacation of 43 working days.

**39.1.2.2**

A part-time continuing or partial-load continuing college professor, librarian, counsellor, education technology coordinator or intercollegiate athletics, recreation and student life coordinator who has been employed by OC for ten months or more prior to July 1 of any given year shall be eligible for annual vacation time prorated.

**39.1.2.3**

An employee who has been employed by OC for less than ten months prior to July 1 of any given year or an employee who has been on a leave without pay, shall be eligible for annual vacation time prorated.

**39.1.2.4**

An employee may receive suitable additional vacation time in lieu of overload pay if arrangements satisfactory to the employee and the designated supervisor are made.

**39.1.3 Vacation Application**

**39.1.3.1**

Each employee shall apply to the designated supervisor by March 31 for preferred annual vacation period(s). OC shall make every reasonable effort to accommodate vacation requests subject to the operational requirements of OC. Vacation schedules shall be posted by April 15. Changes may be made only with the agreement of the employee, the Department, and the designated supervisor.

**39.1.3.2**

Upon written application at least two weeks in advance, an employee may receive, prior to the commencement of one annual vacation period, any salary cheques which may fall due during the vacation period. OC shall not be obligated to provide vacation advances which annually, in aggregate, exceed an amount equal to 1.67 times Step 1. An employee wishing vacation advance must apply to the Payroll Department no later than May 1 each year.

**39.1.4 Vacation Carry-over**

With the exception of section 39.1.5, upon notification in writing to the designated supervisor, an employee may carry over up to twenty days of annual vacation to the next vacation year.

**39.1.5 Vacation in the Final Year of Employment**

**39.1.5.1**

The maximum number of annual vacation days that may be carried over to the final year of employment is ten (10).

**39.1.5.2**

In the final year of employment, the employee may retain up to 30 days of unused vacation, pursuant to 26.1.4, up to the date of retirement.

**39.2 Vacation: Term Appointments and Accrued Work**

This clause applies only to employees on term appointments, and partial-load continuing employees and part-time continuing employees who accrue additional work.

**39.2.1**

Term college professors, or term librarians, counsellors, intercollegiate athletics, recreation and student life coordinators, educational technology coordinators whose assigned duty period is less than ten months shall receive 16% of their (biweekly) salaries in lieu of vacation time (this payment to be made biweekly) unless it is mutually agreed between the designated supervisor and the employee that prorated vacation time may be taken.

**39.2.2**

Part-time continuing and partial load continuing college professors, librarians, counsellors, intercollegiate athletics, recreation and student life coordinators and educational technology coordinators who accrue additional work pursuant to 13.5.6. shall receive 16% of the salary in lieu of vacation time (this payment to be made biweekly) for the accrued work unless it is mutually agreed between the designated supervisor and the employee that prorated vacation time may be taken.

**39.2.3**

Term employees in all other classifications whose assigned duty period is less than ten months or less shall receive 10% of their (biweekly) salaries in lieu of vacation time (this payment to be made biweekly) unless it is mutually agreed between the designated supervisor and the employee that prorated vacation time may be taken. Term employees in all other classifications whose assigned duty period is more than ten months shall receive vacation time prorated.

**ARTICLE 40 – STATUTORY HOLIDAYS AND OTHER HOLIDAYS**

**40.1**

Employees on continuing appointment shall receive a day off without loss of salary on any day proclaimed by the Federal, Provincial, or Municipal government or OC as a holiday.

**40.2**

Term employees shall receive a day off without loss of salary on any day proclaimed by the Federal, Provincial, or Municipal government or OC as a holiday which falls within their appointment period.

**ARTICLE 41 - SICK LEAVE**

**41.1**

Sick leave is the period of time an employee is permitted to be absent from work without loss of salary by virtue of being sick, disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Worker's Compensation Act.

**41.2**

For full-time employees on staff as at June 30, 1980 sick leave shall be granted on the basis of 1.5 days for each month of employment. An employee shall be entitled to an accrual of all unused portion of sick leave up to a maximum of 250 working days for his or her future benefits. However, in the case of any given illness, the ill employee may make application to claim disability insurance benefits at the expiration of ninety (90) calendar days.

**41.3**

For continuing employees or full-time term employees appointed on July 1, 1980 and thereafter, sick leave shall be granted on the basis of 1.5 days for each month of employment. An employee shall be entitled to an accrual of all unused portion of sick leave up to a maximum of one hundred and eighty (180) working days for his or her future benefits. Part-time continuing and partial-load continuing employees shall accrue sick leave on a prorata basis. In the case of any given illness, the ill employee may make application to claim disability insurance benefits at the expiration of ninety (90) calendar days.

**41.4**

With the exception of a distance education tutor, a part-time term employee who has an appointment in which the average weekly workload is 50% or greater, and whose current appointment is at least one semester in duration for instructional faculty and at least 84 working days for non-instructional faculty shall be granted sick leave on a prorata basis of 1.5 days for each 21 working days of employment. The prorata calculation shall be based on the applicable weekly workload. An eligible part-time term employee shall be entitled to an accrual of all unused sick leave up to a maximum of 90 working days for future benefit. A part-time term employee may draw upon his or her accumulated sick leave whenever his or her average weekly workload is greater than 50%.

**41.5**

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) for which a continuing or full-time employee is absent on sick leave. A deduction shall be made from accumulated sick leave on a prorata basis using the appropriate applicable weekly workload factor of all normal working days for which an eligible term employee is absent on sick leave.

**41.6**

In the case of illness of an immediate member of the family of an employee where no one at home, other than the employee, can provide for the needs of the ill person, the employee shall be entitled, in addition to the provisions of clause 43.6 and after notifying OC, to use accumulated sick leave for this purpose to a maximum of ten (10) days per year for a continuing employee or full-time term employee provided a minimum of twelve (12) days is available each year for personal sick leave only, or to a maximum of five days per year for an eligible part-time term employee.

**41.7**

An employee may be required to produce a certificate from a duly qualified practitioner, certifying that the sick employee is unable to carry out his or her duties due to illness. OC may require the employee to have his or her physician complete the OC's Illness and Injury Report, and to forward the completed report to the OC physician.

**41.8**

The employee may be required to produce a certificate from a duly qualified practitioner certifying that an immediate family member is ill and requires attention.

**41.9**

Any employee unable to return to his or her duties at the termination of the period for which sick leave is granted shall be permitted to borrow against his or her future sick leave credits, up to eighteen (18) days for a continuing or full-time term employee or up to nine days for an eligible part-time term employee.

**41.10 Sick Leave Donation**

**41.10.1**

If an employee suffers a prolonged illness and uses up all of his or her sick leave credits, other employees may voluntarily donate a specific number of days from their accumulated sick leave credits for use by the ill employee.

**41.10.2**

Continuing employees or full-time term employees may each voluntarily donate up to a maximum of ten days sick leave for use by an ill continuing or full-time employee provided a minimum of twelve (12) days is retained each year for personal sick leave only. The total of all such donations shall not exceed ninety (90) days or the number of days required to cover the ill employee until he or she qualifies for coverage under the long term disability plan, whichever is the lesser of the two.

**41.10.3**

Part-time term employees may each voluntarily donate up to a maximum of five days sick leave for use by an ill part-time term employee. The total of all such donations shall not exceed forty-five (45) days.

**41.10.4**

All donations of sick leave credit shall be given in writing to OC prior to the expiration of the ill employee's sick leave credit.

**41.11**

Accumulated sick leave credits are lost on termination of employment or the conclusion of an appointment, except as provided in section 26.1.4, and in this clause. Accumulated sick leave credits will be restored to an employee on continuing appointment in the event of recommencement of employment on continuing appointment within two calendar years of termination under the provisions of Article 28 (Program Redundancy and Reduction), 29 (Financial Exigency) and 30 (Technological Change). Accumulated sick leave credit shall be restored to an employee on a term appointment who undertakes a new appointment in the immediately subsequent college year.

**41.12**

A record of all unused sick leave shall be kept by OC. Immediately after the close of each calendar year, each eligible employee shall receive a record from OC of his or her accumulated sick leave credits. On receipt of any written application, OC shall advise an eligible employee of the amount of sick leave accrued to his or her credit.

**41.13**

There shall be no reduction in salary for a part-time term college professor who is not eligible for sick leave and who is absent because of illness provided the college professor reschedules the missed classes at a time mutually convenient to the college professor and students.

**ARTICLE 42 – MATERNITY AND PARENTAL LEAVE**

**42.1 Maternity Leave**

A maternity leave without pay of up to seventeen (17) weeks shall be granted at any time chosen by the employee commencing no earlier than eleven (11) weeks prior to the anticipated date of birth and ending no later than seventeen (17) weeks following the date of birth, or to the expiry date of a term appointment, whichever is earlier. Supplementary Employment Benefits shall be paid to the employee in accordance with this article.

**42.2 Parental Leave**

**42.2.1**

Parental leaves without pay shall commence, for the birth mother, immediately after the end of the leave taken under the maternity leave provisions of clause 42.1 unless the employer and the employee agree otherwise.

**42.2.2**

Parental leaves shall commence, for the birth father, after the child's birth and within fifty-two (52) weeks of the birth.

**42.2.3**

For an adopting parent, the parental leave shall commence within fifty-two (52) weeks after the child is placed with the parent for the purpose of adoption or permanent guardianship.

**42.3 Benefits Continuation**

**42.3.1**

The employer will maintain coverage for medical, extended health, dental, group life and long term disability benefits for leaves taken under this clause and shall pay the employer's portion of the premium.

**42.3.2**

On completion of the leave an employee on continuing appointment, or an employee on term appointment that has not expired, shall resume her or his position without disadvantage in seniority, salary, increase in salary and/or benefits.

**42.3.3**

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

#### **42.3.4**

An employee not exercising any other entitlement under this article shall be granted one-day leave with pay on or immediately prior to or after the date of birth or adoption of a child.

### **42.4 Supplemental Employment Benefit Plan for Maternity and Parental Leave**

#### **42.4.1**

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 her salary calculated on her average base salary.
- d) For up to a maximum of thirty-seven (37) weeks of parental leave, the biological father or adoptive parent 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 his/her average base salary.
- e) The average base salary for the purposes of this Article 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.

#### **42.4.2**

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

#### **42.4.3**

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.

### **42.5 Additional Parental Leave**

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.

## **ARTICLE 43 – OTHER LEAVES**

### **43.1 Preamble**

References to family include spouse, child, siblings, parents, parents-in-law, grandparents, grandchild and any other person living in the same household who is dependent upon the employee.

### **43.2 General Leave**

OC may grant a leave of absence with or without pay to an employee for any reason for up to twenty-four (24) consecutive months. Such leaves shall not be unreasonably denied. Where an application for a general leave is denied, the applicant shall be provided with a written explanation for the denial of the leave.

### **43.3 Retention of Status**

An employee on approved paid or unpaid leave will retain her/his employment status for the duration of the leave.

### **43.4 Benefits While on Leave**

An employee will continue to receive her/his salary and benefits while on paid leave under this Article. An employee may elect to maintain any or all of the health and welfare benefits, for which he or she is eligible, subject to the conditions prescribed by the carrier, in accordance with Article 35 and subject to the approval of the BC Pension Corporation, pension contributions in accordance with Article 36, paying the total cost of the premiums and contributions for the selected plans.

### **43.5 Bereavement Leave**

An employee shall be entitled to five days leave with no loss of pay and benefits in the case of the death of a family member and upon notification to OC. OC may grant additional leave with pay. If an employee is on vacation leave at the time of bereavement, he or she should, upon his or her return to duty, present his or her designated supervisor with proof of bereavement in his or her immediate family and receive a day or days off to compensate for time lost during his or her vacation. In addition, up to one day's leave with pay shall be granted to attend a funeral of a friend or relative.

### **43.6 Compassionate or Family Illness Leave**

An employee shall be granted leave of absence for up to five (5) days per year without loss of pay or benefits for compassionate reasons or because of family illness. The employer may grant additional compassionate or family illness leave which shall be charged against vacation time or shall be leave without pay at the discretion of the employee.

### **43.7 Jury Duty and Court Appearances**

#### **43.7.1**

Leave of absence without loss of pay and benefits shall be provided to an employee summoned to serve on a jury or when subpoenaed or summoned as a witness in a criminal or civil proceeding not occasioned by the employee's private affairs, or when the employee accompanies a dependent child when the child is subpoenaed or summoned to appear as a witness in a criminal or civil proceeding.

#### **43.7.2**

If an employee requires leave to attend court or another legal proceeding as a plaintiff or defendant in matters not related to OC business, such leave may be with pay or without pay at the discretion of OC, or at the discretion of the employee charged against vacation leave.

#### **43.7.3**

An employee granted leave with pay shall remit to OC all monies paid to him or her except travel and meal expenses not reimbursed by OC.

### **43.8 Public Duties**

#### **43.8.1**

OC shall not apply restrictions to employees who wish to engage in political activities on their own time as campaign workers. OC may grant a leave of absence without pay to an employee to engage in election campaign activities in a municipal, provincial or federal election to a maximum of ninety days. Such leaves shall not be unreasonably denied.

#### **43.8.2**

OC shall grant a leave of absence without pay to an employee to seek election in a municipal, provincial or federal election to a maximum of ninety days.

#### **43.8.3**

OC shall grant a leave of absence without pay to an employee for up to two (2) consecutive terms of office when elected to public office.

#### **43.9 Exchange Leave**

##### **43.9.1**

A continuing employee may exchange her/his position and responsibilities with a qualified person from another institution for a fixed period of time with the agreement of the employee's department and OC.

##### **43.9.2**

The employee will continue to receive regular salary and benefits for the duration of the exchange. The incoming employee will be paid by his/her institutional employer.

##### **43.9.3**

Where there are large inequities in cost of living between the locations of the exchanging individuals, the employer and the employee may discuss whether further assistance is required to facilitate the exchange.

##### **43.9.4**

As a condition of granting the exchange leave, the incoming employee must agree to be an associate member of the Association and must sign a statement to the effect that he or she shall abide by the terms and conditions of this Agreement.

##### **43.9.5**

OC shall extend to the incoming employee all non-monetary benefits of this Agreement.

#### **43.10 Deferred Salary Leave**

OC shall offer a deferred salary leave plan consistent with Regulations issued by Canada Revenue Agency under the *Income Tax Act*.

#### **43.11 Leave for Meetings and Conferences**

Leave from duties at OC to attend a scheduled meeting or conference directly relevant to the applicant's professional interests or duties may be taken at any time during the year provided that arrangements have been made satisfactory to the designated supervisor and that the duties of the employee can be discharged at no additional cost to OC. In the case of instructional faculty requesting leave during a teaching period, the leave period will normally not exceed two working days.

### **ARTICLE 44 - JOINT COMMITTEE ON THE ADMINISTRATION OF THE AGREEMENT**

#### **44.1**

OC and the Association agree to establish a Joint Committee on the Administration of the Agreement (JCAA).

#### **44.2**

The JCAA shall be composed of three (3) representatives named by OC and three (3) representatives named by the Association. Other individuals may attend JCAA meetings as resource persons, at the invitation of either party.

#### **44.3**

The JCAA shall schedule meetings at least once a month during the academic year. The timing of the meetings shall be by mutual agreement. Additional meetings may be scheduled with five (5) working days written notice by either party.

#### **44.4**

The Joint Committee on the Administration of the Agreement shall:

- a) review matters arising from the administration, interpretation and operation of the Agreement and other matters of mutual concern but excluding any dispute which is currently being resolved under the grievance procedures in this Agreement;
- b) endeavour to facilitate better working relationships between OC and the Association and its members;



- c) endeavour to foster better communications between the various components of the OC community;
- d) carry out functions specifically delegated by this Agreement.

#### **44.5**

The JCAA shall not have the power to add or to modify in any way the terms of this Agreement, but shall function in an advisory capacity to the Association and/or OC and shall seek the timely correction of conditions that may give rise to misunderstandings.

### **ARTICLE 45 - NEGOTIATIONS**

#### **45.1**

Each party to the Agreement shall appoint a negotiating committee and/or an agent. Each party shall advise the other party of the membership of its committee and/or its agent.

#### **45.2**

Each party to this Agreement shall have the right to have present, when discussing or negotiating with the other party, an advisor who may act as counsel.

#### **45.3**

The Association and OC recognize that, during the life of the Agreement, either party may wish to propose modifications or additions to the Agreement. In the event of either party and/or its agent wishing to meet with the negotiating committee of the other party for such a purpose, the meeting shall be held at a time and place fixed by mutual agreement provided that such meeting is held not later than 14 calendar days after submission of the call to meeting.

### **ARTICLE 46 - MEDIATION**

If, after every reasonable effort has been made, the parties have been unable to conclude a new Collective Agreement, either or both parties may request under the Labour Relations Code of BC that the LRB confer with the parties and assist them in concluding a Collective Agreement.

### **ARTICLE 47 – PRINTING AND DISTRIBUTION OF COLLECTIVE AGREEMENT**

When a new Collective Agreement has been ratified by both parties, OC shall post the new Collective Agreement, and any subsequent amendments, on the OC Website. Any employee under this Agreement who wishes to have a paper copy of this Agreement shall be issued one upon request.

### **ARTICLE 48 - ARTICLES HELD INVALID**

#### **48.1**

If any article or section of this Agreement or any riders hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with any enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

## **48.2**

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure of Article 32 (Grievance Procedure).

## **ARTICLE 49 – EMPLOYMENT OF NON-MEMBERS**

### **49.1**

In addition to, and without limiting any other provision in this Agreement, OC will not contract out:

- a) any work presently performed by employees covered by this Agreement which would result in the layoff of such employees, including a reduction in assigned workload, or
- b) the instructional activities that are contained in the programs listed and/or funded in the approved annual institutional program profile and that are currently performed by bargaining unit employees.

### **49.2**

Employees seconded to administrative positions may teach in accordance with section 16.1.6.

### **49.3 Teaching Assistants and Laboratory Demonstrators**

#### **49.3.1**

OC and the Association agree that OC may establish teaching assistant and laboratory demonstrator positions and employ non-bargaining unit members in these positions.

#### **49.3.2**

OC and the Association agree that teaching assistants and laboratory demonstrators may perform certain bargaining unit work as described in clause 49.4 and clause 49.5.

### **49.4 Teaching Assistants**

#### **49.4.1**

A teaching assistant may assist a college professor in the performance of his or her duties. A college professor shall be assigned a teaching assistant only if the college professor agrees to such an assignment.

#### **49.4.2**

Teaching assistants are full or part-time students employed part-time to assist college professors in course and laboratory work. Such teaching assistants shall be OC students or graduate students, from a university, who are conducting their research or course work at OC under the supervision of OC college professors.

#### **49.4.3**

The college professor shall be involved in the selection process of a teaching assistant consistent with relevant collective agreements and OC policies and procedures.

#### **49.4.4**

Under the supervision of college professors, teaching assistants may undertake the following tasks: collection and distribution of course materials, student contact for the purpose of assisting students with course materials, and the marking of student work.

#### **49.4.5**

A college professor who supervises a teaching assistant assumes academic responsibility and accountability for the teaching assistant's performance of his or her duties.

## **49.5 Laboratory Demonstrators**

### **49.5.1**

Full or part-time laboratory demonstrators may assist college professors in the performance of their duties.

### **49.5.2**

Laboratory demonstrators are full or part-time employees of OC employed to assist college professor in the delivery of laboratory instruction.

### **49.5.3**

In consultation with the department, the Dean shall determine the need for a laboratory demonstrator. The department shall be involved in the selection of a laboratory demonstrator consistent with relevant collective agreements and OC policies and procedures.

### **49.5.4**

Under the supervision of college professors, laboratory demonstrators may undertake the following tasks: guidance and supervision of laboratory activities, preparation, set-up and take down of materials for use in the laboratory, inventory control, maintenance of equipment, and ordering of materials.

### **49.5.5**

A college professor who supervises a laboratory demonstrator assumes academic responsibility and accountability for the demonstrator's performance of his or her duties.

AND IT IS EXPRESSLY AGREED between the parties that all grants, covenants, provisos, agreements, rights, powers, privileges and liabilities contained herein shall be read and held as made by and with, granted to and imposed upon, the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places; AND wherever the singular or the masculine is used herein, the same shall be construed as meaning the plural or feminine, or the body politic, or corporate, where the context or the parties hereto so require, and where a party is more than one person all covenants shall be deemed to be joint and several.

IT WITNESS WHEREOF BOTH PARTIES HERETO HAVE EXECUTED THESE PRESENTS:

**Signed on behalf of Okanagan College:**

**Signed on behalf of Okanagan College Faculty Association:**

\_\_\_\_\_  
Dr. Nick Rubidge  
PSEA Chair, Board of Directors

\_\_\_\_\_  
John Pugsley  
President

\_\_\_\_\_  
Jim Hamilton  
President

\_\_\_\_\_  
Peter Murray  
Chairperson  
OCFA Negotiating Committee

\_\_\_\_\_  
Phil Beckmann  
Chairperson, OC Negotiating Committee

Dated: \_\_\_\_\_

APPENDIX A

SALARY SCALE

**PSEA Note: Please see revised Salary Grids on page 94**

STEP	April 1, 2006 To March 31, 2007	April 1, 2007 To March 31, 2008	April 1, 2008 To March 31, 2009	April 1, 2009 To March 31, 2010
1	\$76,480 <i>\$1,530</i> \$78,010	\$78,010 <i>\$1,560</i> \$79,570	\$79,570 <i>\$1,591</i> \$81,161	\$81,161 <i>\$1,623</i> \$82,784
2	\$73,257 <i>\$1,465</i> \$74,722	\$74,722 <i>\$1,494</i> \$76,217	\$76,217 <i>\$1,524</i> \$77,741	\$77,741 <i>\$1,555</i> \$79,296
3	\$68,238 <i>\$1,365</i> \$69,603	\$69,603 <i>\$1,392</i> \$70,995	\$70,995 <i>\$1,420</i> \$72,415	\$72,415 <i>\$1,448</i> \$73,863
4	\$65,445 <i>\$1,309</i> \$66,754	\$66,754 <i>\$1,335</i> \$68,089	\$68,089 <i>\$1,362</i> \$69,451	\$69,451 <i>\$1,389</i> \$70,840
5	\$63,048 <i>\$1,261</i> \$64,309	\$64,309 <i>\$1,286</i> \$65,595	\$65,595 <i>\$1,312</i> \$66,907	\$66,907 <i>\$1,338</i> \$68,245
6	\$60,651 <i>\$1,213</i> \$61,864	\$61,864 <i>\$1,237</i> \$63,101	\$63,101 <i>\$1,262</i> \$64,363	\$64,363 <i>\$1,287</i> \$65,651
7	\$58,254 <i>\$1,165</i> \$59,419	\$59,419 <i>\$1,188</i> \$60,607	\$60,607 <i>\$1,212</i> \$61,820	\$61,820 <i>\$1,236</i> \$63,056
8	\$55,857 <i>\$1,117</i> \$56,974	\$56,974 <i>\$1,139</i> \$58,114	\$58,114 <i>\$1,162</i> \$59,276	\$59,276 <i>\$1,186</i> \$60,461
9	\$53,460 <i>\$1,069</i> \$54,529	\$54,529 <i>\$1,091</i> \$55,620	\$55,620 <i>\$1,112</i> \$56,732	\$56,732 <i>\$1,135</i> \$57,867
10	\$51,063 <i>\$1,021</i> \$52,084	\$52,084 <i>\$1,042</i> \$53,126	\$53,126 <i>\$1,063</i> \$54,188	\$54,188 <i>\$1,084</i> \$55,272
11	\$48,666 <i>\$973</i> \$49,639	\$49,639 <i>\$993</i> \$50,632	\$50,632 <i>\$1,013</i> \$51,645	\$51,645 <i>\$1,033</i> \$52,678

- *Italicized notes denote stipends*

The payment of any general increases to base wages, financial incentives or special labour market adjustments for specified groups of employees during the term commencing April 1, 2007 and ending March 31, 2010 shall be made in the form and substance of such payments as may be negotiated by those employers for which the Post Secondary Employers' Association (PSEA) is the bargaining agent and their respective faculty unions, whose collective agreements currently expire March 31, 2007.

**APPENDIX B**

**DEPARTMENTS  
(Reference Clause 25.1)**

Anthropology  
Biology  
Business Administration  
Chemistry  
Civil Engineering Technology  
Communications  
Computer Science  
Counselling  
Earth and Environmental Science  
Economics  
Education  
Electronic Engineering Technology  
English  
Fine Arts  
Geography  
History  
Library  
Mathematics and Statistics  
Mechanical Engineering Technology  
Modern Languages  
Network and Telecommunications Engineering Technology  
Philosophy  
Political Science  
Psychology  
Physics and Astronomy  
Social Work  
Sociology  
Water Quality and Environmental Engineering Technology

**AREAS  
(Reference Section 13.4.5)**

Student Affairs  
Education Technology

**LETTER OF UNDERSTANDING #1**  
**EXTERNAL STUDIES**

1. **JURISDICTION:**

(a) It is agreed by both parties that work for which Okanagan College Faculty Association is certified to bargain and which is completed as external studies is within the jurisdiction of the Okanagan College Faculty Association.

2. **TERMS AND CONDITIONS OF WORK**

The parties agree that all faculty will be treated as if working at their normally assigned campus; therefore, where possible, the Collective Agreement between Okanagan College and the Faculty Association will apply to these external studies courses. Where exceptions are made, it will be with the agreement of OC and the Faculty Association.

3. **TERM OF LETTER OF AGREEMENT**

This Letter, unless changed by mutual consent of both parties, shall remain in force and effect for the same term of agreement as the Faculty Association Collective Agreement.

**Signed on behalf of Okanagan College:**

**Signed on behalf of Okanagan College Faculty Association:**

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\_\_\_\_\_

Dated: \_\_\_\_\_

**LETTER OF UNDERSTANDING #2**

**DIRECTED STUDIES COURSES**

1. Directed Studies courses are courses designated as such in the OC calendar or timetable, and identified by the department within one of the following three categories:
  - (i) Directed Studies: Research - Faculty assigned this type of Directed Studies course shall undertake the supervision of a student who engages in a directed investigation of a research problem that involved generation of original data.
  - (ii) Directed Studies: Readings - Faculty assigned this type of Directed Studies course shall undertake the supervision of a student who conducts an in-depth literature review of a selected topic in an area in which the college professor is qualified.
  - (iii) Directed Studies: Attached Supervision – Faculty assigned this type of Directed Studies course shall undertake the supervision of a student who is engaged in an activity which is a required component of a course but which involved the additional supervision of another college professor.
2. OC may assign students in a Directed Studies course to a maximum of four students at any one time, subject to the agreements of parties outlined in clause (5).
3. Directed Studies courses carry no workload credit.
4. A college professor shall be assigned no more than one Directed Studies course per semester.
5. Directed studies courses shall only be assigned with the agreement of the designated supervisor, the department and the employee.
6. This Letter, unless changed by mutual consent of both parties, shall remain in force and effect for the same term of agreement as the Faculty Association Collective Agreement.

**Signed on behalf of Okanagan College:**

**Signed on behalf of Okanagan College Faculty Association:**

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Dated: \_\_\_\_\_



## LETTER OF UNDERSTANDING #3

### POLICY ON FORMATIVE TEACHING EVALUATIONS

OC and the Association agree to establish the following draft Policy on Formative Teaching Evaluations. Further the parties agree to review the policy and make adjustments to ensure fair and efficient operation.

#### **Policy on Formative Teaching Evaluations**

#### **1. Self Evaluation**

##### **1.1**

In order to improve course design or teaching effectiveness, an employee may conduct a written student evaluation of any aspect of a course including his or her teaching performance provided that the procedures of the survey protect student confidentiality.

##### **1.2**

Employees may also seek assistance in improving their teaching from a variety of sources including peers, department chairs, and Deans or Directors.

##### **1.3**

Individual employees may develop other sources of data for improving teaching effectiveness either alone or in consultation with others.

#### **2. Teaching Evaluations**

##### **2.1**

Teaching evaluations shall be obtained through a student questionnaire administered in such a way as to afford all students in a given course or class a reasonable chance to respond. The questionnaire shall contain a series of questions that will be answered on a computerized answer key and rated on a standardized scale. The questionnaire will comprise approximately 20 core questions plus any optional questions, selected from an approved list, added by the employee being evaluated. The format of the questionnaire, the core questions, and the list of optional questions shall be mutually agreed to by the parties and shall not subsequently be changed without the mutual agreement of both parties.

##### **2.2**

With each questionnaire a separate sheet of paper shall be provided for students to make written comments in response any open-ended questions approved by the parties. These comments shall be returned unexamined to the employee being evaluated in accordance with 2.5.

##### **2.3**

Although logistics and resources may not permit, the goal of this policy is that teaching evaluations shall be conducted each semester in every course with an enrolment of five (5) or more students.

##### **2.4**

The student questionnaire shall be administered by clerical staff under the direction of the Dean or Director. The scheduling of the student questionnaire shall be by the mutual agreement of the employee and the Dean or Director. The employee shall not be present while questionnaires are being filled out. Employees shall not receive any information that would disclose the identity of students who completed the questionnaire.

##### **2.5**

After questionnaires have been completed, the written comments shall be placed in a sealed envelope, which shall be held in the office of the Dean or Director and provided to the employee being evaluated, unopened, after the final date for grade appeals has elapsed.

**(LETTER OF UNDERSTANDING #3)**

**2.6**

OC shall be responsible for providing the employee being evaluated with a confidential statistical summary of student responses after the final date for grade appeals has elapsed.

**2.7**

The statistical summary of student responses, and any response by the employee, shall be part of the employee's official personnel file.

**2.8**

Data and statistical measures derived from surveys which conform to the provisions of this letter, and which have been placed in the employee's official personnel file, can be used in the assessment of an employee's teaching performance for the purposes of consideration of completion of the employee's probationary period. In addition, any materials which are relevant in assessment of teaching and which have been placed in the official personnel file can be used in the assessment of teaching performance.

**2.9**

In using the statistical summary of student responses in evaluating employees' teaching, Deans, and Directors shall consider any relevant factor, including but not limited to, course prerequisites, whether the course is elective or required, introductory or advanced, whether it is being taught for the first time, the facilities available given the requirements of the course, the subject matter, and other relevant issues.

**Signed on behalf of Okanagan College:**

**Signed on behalf of Okanagan College Faculty Association:**

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Dated: \_\_\_\_\_

## LETTER OF UNDERSTANDING #4

### PRIOR LEARNING ASSESSMENT

1. OC and OCFA agree that prior learning assessment work undertaken by a member of OCFA is to be integrated into, and form part of, a college professor's workload as defined in this Agreement. However, at this point, the parties have insufficient experience to provide a reliable basis for including prior learning assessment as part of a workload formula.

2. As an interim measure, OC will remunerate PLA work done by current employees based on the number of assigned real hours required to perform those assessments. The rate of payment shall be determined by the following formula:

$$\text{Hourly PLA Remuneration} = \frac{(S) \times (1.5)}{(30) \times (52)}$$

where S is the annual salary.

3. Before any PLA assessment work is undertaken in a department the chair of the department, a representative of the Association, and the designated supervisor shall meet to determine the types of PLA assessment that might be undertaken in that department, and the number of real hours required for assessments of various types within that department. Once all three parties have agreed on how many real hours will be assigned for assessments of various types all assessments of a given type in that department shall be remunerated on the basis of the agreed upon number of hours. The agreement will remain in force for one year and can be renewed only with the mutual agreement of all three parties.

4. Employees performing PLA shall keep track of their real hours and provide, for each assessment actually performed, a report to the Association, the designated supervisor, and the department chair, on what specific work actions were performed, and how long each action took. The employee's compensation will be based on the number of assigned hours agreed upon as per paragraph 3 above and shall not be adjusted based on the report of real hours. The report will only be used to help the parties determine more accurately the appropriate number of real hours required for assessments of a given type, and as a basis for including prior learning assessment as part of a workload formula once a sufficient number of PLA assignments have been undertaken.

5. Continuing employees in the department shall have a first right, on a seniority basis, for PLA work.

6. The parties agree that it is the responsibility of employees not to perform PLA work without first having acquired a sufficiently high level of subject matter expertise to perform the assessment adequately.

7. An employee whose previous teaching and research experience has not sufficiently prepared him or her for a specific PLA assignment that he or she has voluntarily accepted is expected to develop, without additional compensation or release time, and in a timely fashion, the relevant subject matter expertise prior to undertaking the work.

8. If no employee voluntarily accepts a PLA assignment the work may be assigned to a continuing employee by the designated supervisor, in consultation with the department chair.

9. An employee whose previous teaching and research experience has not sufficiently prepared him or her for a specific PLA assignment that he or she has been assigned is entitled to develop the relevant subject matter expertise prior to undertaking the work. OC shall provide the faculty member with sufficient release time in order to develop the relevant subject matter expertise. The amount of release time shall be mutually agreed

(LETTER OF UNDERSTANDING #4)

10. An employee assigned PLA responsibilities is entitled to training in the methodology and application of prior learning assessment, if necessary. The employer shall provide necessary release time from other duties to undertake such training, and pay all expenses incurred.

**Signed on behalf of Okanagan College:**

**Signed on behalf of Okanagan College Faculty Association:**

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Dated: \_\_\_\_\_

**LETTER OF UNDERSTANDING # 5**

**INCENTIVE PAYMENT**

1. An incentive one-time payment shall be paid to all OCFA members if the new collective agreement is settled and ratified by the College by March 31, 2006 and subsequently ratified by the Association.
2. An incentive payment of \$4,000 shall be distributed to all continuing employees who are actively employed by, or on approved leave from, Okanagan College on March 31, 2006.
3. All employees who are on a term appointment as of March 31, 2006 shall receive an equal share of the residual funds remaining from 8.7 of the Memorandum of Settlement.
4. When OC has received the funding and upon ratification, as soon after March 31, 2006 as is practicable, the incentive payment shall be paid to faculty members.

**Signed on behalf of Okanagan College:**

**Signed on behalf of Okanagan College Faculty Association:**

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Dated: \_\_\_\_\_

**LETTER OF UNDERSTANDING # 6**

**LARGE CLASSES, TEACHING ASSISTANTS, AND LABORATORY DEMONSTRATORS**

OC and the Association recognize and support the goal of achieving and maintaining class sizes that reflect the values of a learner-centred college. These values are inconsistent with class sizes so large that teaching assistants and laboratory demonstrators are required. However, in the short term, and in some areas, the parties accept that large class sizes may be unavoidable.

In recognition of this, the parties agree that a college professor shall not be required to teach more students in any one section than the maximum student count that would constitute the appropriate class size for that course without the assistance of a teaching assistant or laboratory demonstrator unless the college professor, department chair, and designated supervisor mutually agree on an appropriate commensurate reduction in the Instructional Year Workload Limit (18.4.1.).

**For Okanagan College**

**For Okanagan College Faculty Association**

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\_\_\_\_\_

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\_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING #7**

**APPROPRIATE HANDBOOK**

The JCAA will review the Appropriate Handbook with the view to its elimination. The policies contained therein shall be issued with other OC policies or will be included into the body of the collective agreement as deemed appropriate by the parties. If the parties fail to reach agreement on a policy then the policy will remain in the Appropriate Handbook and the Appropriate Handbook will be reissued as amended.

**For Okanagan College**

**For Okanagan College Faculty Association**

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Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING #8**

**FISCAL DIVIDEND**

THE PARTIES AGREE AS FOLLOWS:

Having agreed the term of the Collective Agreement to be from September 1, 2004 to March 31, 2010 a Fiscal Dividend Bonus may be paid from a one-time fund (the "Fund") generated out of monies, in excess of \$150 million, surplus to the BC government, as defined in the Province's audited financial statements, for the fiscal year 2009-10.

Fiscal Dividend:

1.1 If fiscal dividend funds are determined to be available, a Fiscal Dividend will be paid as soon as reasonably practicable.

1.2 The quantum of the Fund accessible for the parties to this agreement will be based on the Province's audited financial statements as at March 31, 2010.

The Fund will be determined as follows:

- i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
- ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
- iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
- iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.

1.3 The Fiscal Dividend Bonus will be paid to each eligible employee who is on the active payroll on March 31, 2010 and will be distributed on a pro-rata basis.

1.4 To facilitate the implementation of this Letter of Agreement the parties will meet no later than six months after the publication of the audited public accounts for fiscal 2009-10, to review the formula for the dividend payment, and the resulting payments to be made.

**For Okanagan College**

**For Okanagan College Faculty Association**

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\_\_\_\_\_

Date: \_\_\_\_\_



**LETTER OF UNDERSTANDING # 9**

**IMPLEMENTATION OF RIGHT OF ACCRUAL FOR THE FALL, 2006 AND WINTER, 2007 SEMESTERS**

Employees who held a term appointment at OC between September 1, 2005 and April 30, 2006 shall have the right to accrue term work that is offered in the Fall, 2006 and Winter, 2007 semesters. This right shall apply only at the campus(es) in which they held a term appointment between September 1, 2005 and April 30, 2006.

In the event that more than one term employee has the right to accrue the same term work, a Selection Committee pursuant to clause 14.2.2 shall interview eligible term employees and recommend the candidate who shall have rights of accrual for the work in question. The successful candidate will have the right to the term work in both semesters.

**For Okanagan College**

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**For Okanagan College Faculty Association**

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\_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING #10**  
**CONVERSION OF WORKLOAD PROVISIONS**

The implementation of the new workload provisions requires a one-time only conversion of banked course equivalencies ("CEs") to teaching load units ("TLUs"). To accomplish this conversion, the parties agree as follows:

1. 1 CE shall be converted to 4/3 TLU
2. Employees with banked CEs shall have the option to elect payout of the banked CEs. Employees who opt to receive a payout of the banked CEs shall notify their designated supervisor on or before September 29, 2006 that they wish to receive this payout. Payment shall be made as soon as practicable after notifying the designated supervisor.
3. The payout shall be calculated using the part-time formula in clause 41.2 of the April 1, 2004 to August 31, 2005 collective agreement. "S" shall equal the employee's salary at the time of payout.

**For Okanagan College**

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\_\_\_\_\_

**For Okanagan College Faculty Association**

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\_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING #11**

**SEMESTER AVERAGING**

Notwithstanding 18.4.2 (Semester Instructional Workload Limit) and provided that the college professor, the department and the designated supervisor agree, OC and OCFA agree that instructional workloads in Science and Engineering Technologies may be assigned to a maximum of 4.5 TLUs in any one semester provided there is no more than 18 hours per week of instructional duties and that the instructional year teaching load does not exceed 8 TLUs per 18.4.1 (Instructional Year Workload Limit).

This Letter of Understanding will expire April 30, 2007 unless it is specifically renewed by the parties.

**For Okanagan College**

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\_\_\_\_\_

**For Okanagan College Faculty Association**

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\_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING #12**

**AMENDMENT TO MEMORANDUM OF SETTLEMENT – SALARY ANOMOLIES  
AMENDMENT TO LOU #5 – INCENTIVE PAYMENT**

1. Continuing employees who are on Step 7, Grid 2 (2004 – 05 c/a), or the equivalent salary on Grid 1, as of March 31, 2006 will step up and step on to the PSS and then receive one additional step up the PSS (final placement on the PSS shall be Step 7).
2. Funds to address the above are to come from the portion of the incentive payment that has not been allocated.
3. The residual of the incentive payment funds are to be distributed to all employees who were on a term appointment as of March 31, 2006 on a prorata basis. This payment shall be calculated using the ratio of the salary for that part of the term contract commencing January 1, 2006 and ending March 31, 2006, and the annual salary on which the term contract was based. This payment shall not exceed \$4000.

**For Okanagan College**

**For Okanagan College Faculty Association**

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\_\_\_\_\_

Date: \_\_\_\_\_

**FACULTY**  
**Faculty Provincial Salary Scale with 2% Stipends**  
**Effective April 01, 2007**

Step	2007/2008 Annual	2007/2008 Bi-weekly
1	78,729 <u>1,575</u> 80,304	3,088.62
2	74,795 <u>1,496</u> 76,291	2,934.27
3	69,671 <u>1,393</u> 71,064	2,733.23
4	66,819 <u>1,336</u> 68,155	2,621.35
5	64,372 <u>1,287</u> 65,659	2,525.35
6	61,925 <u>1,239</u> 63,164	2,429.38
7	59,477 <u>1,190</u> 60,667	2,333.35
8	57,030 <u>1,141</u> 58,171	2,237.35
9	54,583 <u>1,092</u> 55,675	2,141.35
10	52,135 <u>1,043</u> 53,178	2,045.31
11	49,668 <u>1,014</u> 50,682	1,949.31

**FACULTY**  
**Faculty Provincial Salary Scale with 2% Stipends**  
**Effective April 01, 2008**

Step	2008/2009 Annual	2008/2009 Bi-weekly
1	80,972 <u>1,619</u> 82,591	3,176.58
2	76,366 <u>1,527</u> 77,893	2,995.88
3	71,134 <u>1,423</u> 72,557	2,790.65
4	68,223 <u>1,364</u> 69,587	2,676.42
5	65,724 <u>1,314</u> 67,038	2,578.38
6	63,225 <u>1,265</u> 64,490	2,480.38
7	60,726 <u>1,215</u> 61,941	2,382.35
8	58,228 <u>1,165</u> 59,393	2,284.35
9	55,729 <u>1,115</u> 56,844	2,186.31
10	53,230 <u>1,065</u> 54,295	2,088.27
11	50,731 <u>1,015</u> 51,746	1,990.23

**FACULTY**  
**Faculty Provincial Salary Scale with 2% Stipends**  
**Effective April 01, 2009**

Step	2009/2010 Annual	2009/2010 Bi-weekly
1	83,231 <u>1,665</u> 84,896	3,265.23
2	77,970 <u>1,559</u> 79,529	3,058.81
3	72,628 <u>1,453</u> 74,081	2,849.27
4	69,655 <u>1,393</u> 71,048	2,732.62
5	67,104 <u>64,553</u> 68,446	2,632.54
6	64,553 <u>1,291</u> 65,844	2,532.46
7	62,002 <u>1,240</u> 63,242	2,432.38
8	59,450 <u>1,189</u> 60,639	2,332.27
9	56,899 <u>1,138</u> 58,037	2,232.19
10	54,348 <u>1,087</u> 55,435	2,132.12
11	51,797 <u>1,036</u> 52,833	2,032.04