



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

April 1, 2019 to March 31, 2022

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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, 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 April 1, 2019, to and including March 31, 2022, 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 provide new employees with access to the current Agreement.

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.

ARTICLE 4 – 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 5 – TIME OFF FOR MEETINGS AND ASSOCIATION BUSINESS

5.1 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.

5.2 Time Off for Union Business With Pay

5.2.1

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.

5.2.2

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.

5.2.3

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.

5.3 Release Time for Union Officers

5.3.1

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.

5.3.2

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.

5.3.3

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

5.3.4

OC shall pay the salary and benefits accruing to such employee(s) referred to in section 5.3.1, 5.3.2, and 5.3.3 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.

5.3.5

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

5.3.6

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.

5.4 Paid Union Leave

5.4.1

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 5.3.4 by an amount calculated in accordance with the protocol established by OC and the Association and agreed to on February 5, 2001.

5.4.2

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

5.5 Leave of Absence for OC Committees

5.5.1

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.

5.5.2

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 6 – PERSONNEL FILES

6.1

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.

6.2

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

6.3 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.

6.4

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.

6.5

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.

6.6

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 7 – 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 8 – CODE OF CONDUCT FOR STUDENT RELATIONS

8.1

Okanagan College and the Okanagan College Faculty Association are committed to fostering an academic environment in which faculty and students can expect 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.

8.2

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

8.3

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

8.4

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.

8.5

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.

8.6

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.

8.7

Nothing in this article may infringe on the academic freedom of faculty as defined in Article 7.

ARTICLE 9 – NO DISCRIMINATION

9.1

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

9.2

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.

9.3 Sexual and Personal Harassment

9.3.1

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

9.3.2

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.

9.3.3

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.

9.3.4

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.

9.4 Definitions

9.4.1

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*.

9.4.2

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.

9.4.3

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.

9.4.4

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.

9.5 Procedures

9.5.1 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 9.5.3 and 9.5.4.

9.5.2

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

9.5.3 Mediation

9.5.3.1

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.

9.5.3.2

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.

9.5.4 Investigation

9.5.4.1

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.

9.5.4.2

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.

9.5.4.3

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

9.5.4.4

The purpose of the investigator will be to ascertain facts.

9.5.4.5

All persons quoted in the investigation will be named.

9.5.4.6

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 9.5.6 below.

9.5.4.7

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.

9.5.5 Reliance on Report of Third Party Investigator

9.5.5.1

Despite subsection 9.5.4.7, 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.

9.5.5.2

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.

9.5.5.3

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

9.5.5.4

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

9.5.5.5

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

9.5.5.6

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

9.5.6 Findings

9.5.6.1

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.

9.5.6.2

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.

9.6 Rights of the Parties

9.6.1

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

9.6.2

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.

9.6.3

Employees may process complaints about harassment through the grievance procedure according to Article 36 (Grievance Procedure) subject to the following changes:

9.6.3.1

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;

9.6.3.2

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;

9.6.3.3

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.

9.6.3.4

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.

9.6.3.5

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.

9.7 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 10 – COPYRIGHT AND PATENT

10.1 Copyright

Copyrightable material, as used in Article 10 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.

10.2 Copyright Ownership

10.2.1

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 10.2.2 and 10.2.3.

10.2.2

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.

10.2.3

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.

10.2.4

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 10.2.2 shall apply.

10.2.5

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.

10.2.6

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

10.3 Copyright Expenses

10.3.1

Where the employee(s) retains the copyright under section 10.2.1, 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.

10.3.2

Where the copyright remains with the employee(s) under section 10.2.2, 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.

10.3.3

Where OC retains the copyright under section 10.2.3, if OC chooses to register the copyright and to exploit the copyrightable material, copyright expenses shall be borne by OC.

10.3.4

The expenses referred to in clauses 10.2.2 and 10.2.3 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.

10.3.5

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.

10.4 Copyright Proceeds

10.4.1

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

10.4.2

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).

10.5 Copyright Warranty

In accordance with Article 11 (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.

10.6 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.

10.6.1

OC agrees that employees have the unqualified right to publish their inventions, improvements, designs or developments and, except as noted in section 10.6.3, 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).

10.6.2

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 10.6.3, shall be entitled to all the proceeds therefrom.

10.6.3 Patent Agreement

10.6.3.1

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.

10.6.3.2

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.

10.7 Patent Application

10.7.1

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 36 (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.

10.7.2

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.

10.7.3

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.

10.7.4

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.

10.8

For the purpose of interpreting clauses 10.6 and 10.7, 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 10.6.3.1.

10.9

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 36 (Grievance Procedure).

ARTICLE 11 – 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; or has engaged in misconduct which has resulted in the employee's termination.

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, 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 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 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

An employee appointed to a part-time term appointment who has mastered a body of knowledge adequate for him or her to prepare for and provide tutorial services for specific Distance Education courses.

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 four categories: full-time continuing, part-time 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.

13.1.2 Term Appointment

A term appointment is an appointment for a specified period of time.

13.1.2.1 Full-Time Term Appointment

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.

13.1.2.2 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.

13.1.2.3 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 17.2. 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 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 15.8, and
- b) employees may simultaneously hold term appointments to teach Distance Education courses pursuant to clause 15.10, and
- c) part-time continuing employees (pursuant to subsection 15.6) 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. 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 41).

13.4 Appointment Process

13.4.1 Offer of Employment – Initial Hire & Continuing Appointments

13.4.1.1

Offers of employment shall be issued to successful candidates prior to their initial hire and to all employees when hired to a continuing appointment. Such offers shall detail the terms and conditions of appointment per 13.4.1.3 and shall direct the candidate to the electronic copy of this Agreement.

13.4.1.2

The candidate shall return the signed Offer of Employment to the designated supervisor indicating his or her acceptance. With the exception of appointments made pursuant to 15.4, any candidate who fails to accept an offer of employment made pursuant to 13.4.1 within the time specified on the offer shall be deemed to have rejected OC's offer of employment, and OC may consider the position vacant.

13.4.1.3 Continuing and Initial Term Appointments

The offer of a continuing appointment and the initial offer for a term appointment shall include the following:

- a) classification
- b) appointment category
- c) salary, including the formula that was used for salary calculation, if applicable
- d) start date of the appointment and end date, if applicable
- e) designated supervisor
- f) assigned OC campus
- g) department(s) or, pursuant to section 13.4.3, area
- h) whether the appointment is a cross-appointment (see clause 13.9)
- i) whether further qualifications must be obtained as a requirement for successful completion of the probationary period.
- j) For instructional faculty on a term appointment, the offer shall also include the assigned course(s), the number of sections of each course, campus of each course and, if possible, the timetable for each section.

13.4.2 Subsequent Term Appointments

Confirmation of a term appointment for an employee who has accepted the assignment of a subsequent term appointment shall be forwarded to the employee's College email account and shall include the following:

- a) classification
- b) appointment category
- c) salary, including the formula that was used for salary calculation, if applicable
- d) designated supervisor
- e) assigned OC campus
- f) start and end date of the appointment
- g) department(s) or, pursuant to section 13.4.3, area
- h) whether the appointment is a cross appointment (see clause 13.9)
- i) For instructional faculty, an appointment confirmation shall also include the assigned course(s), the number of sections of each course, campus of each course and if possible, the timetable for each section.

Employees who reject a term appointment after the confirmation has been received must notify the designated supervisor in writing immediately.

13.4.3

Athletics, Recreation and Student Life Coordinators shall be appointed to the Student Services area and Educational Technology Coordinators shall be appointed to the Education Technology area. These areas are not departments within the meaning of Article 29 (Departments and Department Chairs).

13.4.4

Any appointment confirmation required to be given by OC to an employee shall be deemed to be validly given if emailed to the employee's OC email address.

13.5 Revision of Appointment from Full-Time Continuing to Part-Time Continuing

At any time a post-probationary full-time continuing employee may apply in writing to the designated supervisor to revise his or her appointment to part-time continuing, subject to the following provisions:

13.5.1

The designated supervisor 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.

13.5.2

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

13.5.3

If the application is approved by the designated supervisor, a revised letter of appointment, specifying the part-time percentage and duty period, shall be issued to the employee.

13.5.4

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

13.6 Six Month Part-Time Continuing Position

A part-time continuing college professor whose part-time percentage is 50% may, with the mutual agreement of the designated supervisor 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.

13.6.1 Duty Period

The duty period for a college professor appointed to a six month part-time continuing appointment pursuant to clause 13.6 shall be six months less such time as is specified for vacation in this Agreement.

13.6.2

The total instructional duty period for a college professor appointed to a six month part-time continuing appointment pursuant to clause 13.6 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 37.3.

13.6.3

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

13.7 Teaching Workload Limits for Part-Time Continuing Positions Appointments

13.7.1

A part-time continuing college professor will have his or her instructional year workload limit, semester instructional workload limit (see 19.4.2) and weekly and daily hour limits (see 19.4.3) reduced to a level consistent with the employee's part-time continuing appointment percentage. All other teaching workload limits apply.

13.7.2

A part-time 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 13.7.1 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.

13.8 Increasing the Appointment Percentage of a Part-Time Continuing Appointment

13.8.1

With the exception of 13.8.2 and 13.8.3, if in two consecutive college years the appointment percentage of non-replacement term work assigned to a part-time continuing employee exceeds the appointment percentage of the employee's part-time continuing appointment and the work is ongoing, then the employee shall be offered an increase in his or her appointment percentage to an amount equal to the amount of ongoing non-replacement term work. Such increase shall normally take place on the following August 1st. Once the employee's continuing percentage exceeds 85%, the employee shall be offered a full-time continuing appointment.

13.8.2

Where OC identifies the availability of ongoing work in advance of the conditions identified in 13.8.1, the designated supervisor may offer the increased appointment percentage to an employee on a part-time continuing appointment. In the event that more than one part-time continuing employee is eligible for the additional work, the additional appointment percentage, up to full-time, shall be offered to the qualified part-time continuing employee with the greatest seniority.

13.8.3

A part-time continuing employee 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

13.9 Cross-Appointments

13.9.1

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).

13.9.2

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 15 (Selection).

13.9.3

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.

13.9.4

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 – ACQUISITION OF RIGHT OF ACCRUAL AND CONVERSION OF EMPLOYEES FROM TERM TO CONTINUING APPOINTMENT WITHIN A CLASSIFICATION

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

14.1 Right of Accrual

14.1.1 Term Employees on Probation

A term employee is on probation and subject to summative evaluation. Failure by the College to evaluate a term employee summatively shall be considered a “satisfactory” evaluation.

14.1.2 Definition of Right of Accrual

The right of accrual is the right to be offered and to accept available term work for which the employee is qualified as determined by the department. The right of accrual is department and campus specific and is acquired in accordance with 14.1.3.

14.1.3 Acquisition of Right of Accrual

To acquire right of accrual, a candidate must:

- a) have been deemed “satisfactory” on his or her most recent evaluation;
- b) have either completed at least 8 TLUs within the department, for a term college professor or have completed at least 1519 hours, for a term non-instructional employee;
- c) not have had a break in service of more than 24 months during which there is no work assignment to the term employee within the department;
- d) apply for term work in a subsequent college year;
- e) be recommended by a departmental selection committee in accordance with 14.1.4; and,
- f) be re-hired by the College.

14.1.4 Recommendation by the Departmental Selection Committee

14.1.4.1

When a candidate has met the conditions “a” through “c” of 14.1.3 and applies for term work in a subsequent college year, and is shortlisted by the departmental selection committee, then the committee through normal selection committee processes shall determine if the candidate is qualified for the term work for which they have applied, and suitable for a future continuing appointment in the department and compatible with the requirements of the department as established by the approved Department Education Plan.

14.1.4.2

If the decision of the departmental selection committee is that the candidate is preferred for the term work, and is suitable for a continuing appointment in the department, and is compatible with the requirements of the department as established by the approved Department Education Plan, then the committee shall make a recommendation to the designated supervisor that the candidate be offered both the term work applied for and the right of accrual.

14.1.4.3

In the event that the candidate is not offered the right of accrual he or she shall not be offered any term work in the department.

14.1.4.4

The committee may make a positive recommendation in accordance with 13.4.1.3 (i), which stipulates that further qualifications must be obtained as a requirement for successful completion of the probationary period.

14.1.5 Right of Accrual – Rights and Responsibilities

14.1.5.1

A term employee on appointment and with right of accrual shall:

- a) have professional development obligations (pursuant to 18.1.2);
- b) be eligible for pro-rata professional development funding;
- c) have service obligations (pursuant to Article 18.1.3) appropriate to the employee's appointment percentage;
- d) submit an annual report (pursuant to Article 22.1.1).

14.1.5.2

Employees with right of accrual who have not yet worked 16 TLUs of instructional work or 3038 hours of non-instructional work within the department shall be eligible for an interview for any continuing position within the employee's department that the employee applies for, provided the employee is assessed "satisfactory" on his or her most recent evaluation.

14.1.5.3 Right of Accrual Seniority

In the case of instructional term employees who have gained right of accrual and have accepted a term appointment commencing in the Fall semester, the deemed seniority date is September 1. In the case of instructional term employees who have gained right of accrual and have accepted a term appointment commencing in the Winter semester, the deemed seniority date is January 1.

In the case of non-instructional term employees, seniority is determined from the date the term employee commences the term appointment and gains accrual rights.

In the event of a tie, the employee who has accumulated the greater number of TLUs (excluding Summer Session and DE) or the greater number of non-instructional hours shall be considered to have seniority. If a tie still exists, seniority shall be determined by the toss of a coin.

14.1.6 Maintaining Right of Accrual

14.1.6.1

A term employee's right of accrual shall be retained provided there is no "unsatisfactory" evaluation or a break in service of 24 months during which there is no work assignment to the term employee within the department. 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.

14.1.6.2

A term employee who has obtained right of accrual and who receives an evaluation that indicates that he or she "requires improvement" shall retain the right of accrual and be informed of the requirements that need to be met in order to be assessed "satisfactory".

14.1.7 Loss of Right of Accrual

A term employee who loses right of accrual under this clause shall be considered a new employee if he or she applies for work with OC and is re-hired.

14.2 Conversion of Employees from a Term to a Continuing Appointment within a Classification

14.2.1

A term employee with right of accrual shall be offered a continuing appointment provided:

- a) the employee has completed 16 TLUs of instructional work or 3038 hours of non-instructional work within the department;

- b) there is an ongoing minimum 50% of a full time equivalent annual workload which is non-replacement work and for which the employee is qualified (for non-instructional faculty members, 50% is equivalent to 760 hours), and;
- c) the employee's most recent evaluation is "satisfactory".

14.2.2

In the event that more than one term employee with right of accrual is eligible for conversion to a continuing appointment, the position shall be offered to the term employee who is qualified pursuant to 14.2.1 and who has the greatest right of accrual seniority pursuant to 14.1.5.3.

14.2.3 Accepting an Offer of Conversion to a Continuing Appointment

Employees who accept an offer of continuing appointment under this provision shall normally commence August 1st of the subsequent college year.

14.2.4 Declining An Offer of Conversion to a Continuing Appointment

A term employee who declines the offer of continuing appointment made pursuant to this provision shall lose right of accrual. Such an employee may apply for and may be offered term work but shall be considered a new employee.

14.2.5

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.

14.2.6

Nothing in this article prevents OC from posting and filling a continuing appointment through open competition except in cases where there are term employees entitled to conversion per 14.2 or a part-time continuing employee who increases their employment percentage per 14.1.2 and 13.8.

14.2.7

Nothing in this article shall limit the right of a continuing employee to request a transfer, prior to posting, to a new or vacant continuing position at another campus pursuant to Article 42.

ARTICLE 15 – SELECTION OF EMPLOYEES

15.1 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.

15.2 Selection by Open Competition

The selection process outlined below shall be used to fill all positions with the exception of those listed in clause 15.3.

15.2.1 Posting and Advertising

15.2.1.1

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

15.2.1.2

Except in emergency situations per 15.4, notice of positions covered by this Agreement shall be posted for 14 calendar days prior to the closing date for the position through the College's website.

15.2.2 Selection Committees

15.2.2.1

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, and at the discretion of OC, the designated supervisor (or designate). The department shall invite a student who is a member of the appropriate Okanagan College student association.

15.2.2.2

A selection committee for a cross-appointed position (see clause 13.9) shall consist of an equal number of continuing employees from each department to a maximum of two from each, including the Department Chairs if appropriate, and at the discretion of OC, the designated supervisor(s) (or designate). The department shall invite a student who is a member of the appropriate Okanagan College student association.

15.2.2.3

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.

15.2.2.4

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 invite 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.

15.2.2.5

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

15.2.2.6

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

15.2.2.7

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

15.2.2.8

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.

15.2.2.9

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.

15.2.2.10

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

15.2.3 Selection Process

15.2.3.1

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

15.2.3.2

Selection committees shall base their recommendations on the criteria determined under clause 15.1.

15.2.3.3

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.

15.2.3.4

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.

15.3 Exceptions to the Open Competition Selection Process

The selection process outlined in clause 15.2 shall be initiated for all positions except for:

- a) short-term term positions in a emergency situation in accordance with clause 15.4, or
- b) term appointments in which the work is assigned to a part-time continuing employee in accordance with clause 15.6, or
- c) term appointments in which the work is assigned to term employees who have a right of accrual in accordance with clause 15.7, or
- d) to staff courses in the Summer Sessions where a term appointment is assumed by a continuing employee in accordance with clause 15.8, or
- e) the appointment of research associates in accordance with clause 15.9, or
- f) renewal of a distance education tutor position in accordance with clause 15.10.

15.4 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 15.2.1.2. In such cases, the designated supervisor in collaboration with the Department Chair, shall be responsible for making the appointment.

15.5 Selection: Term Appointment

Term appointments shall be filled in the following order:

- a) Part-time continuing employees in accordance with clause 15.6;
- b) Term employees with right of accrual in accordance with clause 15.7;
- c) With agreement between the designated supervisor and the department, term work may be offered to term employees with right of accrual on other campuses.
- d) Open competition in accordance with clause 15.2.

The department shall structure work, where possible, to avoid the proliferation of part-time term appointments.

15.6 Term Appointment Assumed by a Part-time Continuing Employee

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. The right for part-time continuing employees to accrue work is not campus specific. In the event that more than one part-time continuing employee is eligible for the available term work, the work shall be offered to qualified part-time continuing employee(s) on a seniority basis.

15.7 Term Appointment Assumed by a Term Employee with Accrual Rights Pursuant to Section 14.1

If the term work has not been assigned pursuant to 15.6, then OC shall offer the term work to term employees with accrual rights. In the event that more than one term employee with accrual rights is eligible for the available term work, the work shall be offered to the qualified term employee(s) on a Right of Accrual seniority basis.

15.8 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 21.2. 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 14.1. For the purpose of this clause the right of accrual shall not be campus specific. If the appointment cannot be filled by application of this clause it shall be filled by open competition.

15.9 Selection: Research Associate

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

15.10 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 21.5. 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 38.1, 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 16 – PROBATION

16.1 Probationary Period

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

16.1.1

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

16.1.2

Term employees are on probation.

16.2 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.

16.3 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.

16.4

Notwithstanding clause 16.3 and with the exception of clause 35.4 (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.

16.5 Probation Credit for Term Employees who Become Continuing

16.5.1

With the exception of clause 16.6, 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.

16.5.2

The term employee converted to a continuing employee through clause 14.2 shall be credited with one (1) year of his/her probationary period.

16.6

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

ARTICLE 17 – ADMINISTRATORS

17.1 Selection of Administrative Staff

17.1.1

The selection and appointment of administrative staff is the responsibility of OC.

17.1.2

OC shall normally strike a selection committee representative of the internal OC community for senior administrative positions including the position of OC President.

17.1.3

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

17.2 Seconded Employees

17.2.1

Secondment is a leave from a continuing position covered by this Agreement to a senior educational administrative position or to any other administrative position within OC not covered by this Agreement. The secondment shall be for a maximum period of three years and any work associated with the original position from which the employee has been seconded shall be considered replacement work.

17.2.2

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

17.2.3

A seconded employee shall be entitled to return to the original position from which he or she was seconded without any loss of seniority. The seconded employee shall return to the original position on the agreed upon date or earlier by mutual agreement between the employee and OC.

17.2.4

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.

17.2.5

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.

17.2.6

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 laid off and has right of recall. In addition, seconded employees may undertake directed studies courses and thesis supervision. Such assigned teaching duties will result in no additional remuneration for the seconded employee and will not draw on the instructional budget of the department.

17.2.7

A seconded employee who continues to work in a senior educational administrator position after three (3) years shall be assigned an attached position pursuant to 17.3 and shall no longer be considered a seconded employee.

17.3 Attached Positions for Senior Educational Administrators

For the purposes of this Agreement, the term "Senior Educational Administrators" refers exclusively to the positions of President, Vice Presidents, Academic Deans, Associate Deans, Regional Deans, and the Director of Library Services.

17.3.1

Subject to 17.3.2 a position shall be attached to the appointment of a senior educational administrator for the duration of the administrative position(s) held by the senior educational administrator. A senior educational administrator who has an attached position is not on leave from a position within the bargaining unit as contemplated by 13.1.2.3 (a). No replacement work shall be associated with an attached position assigned to a senior educational administrator.

17.3.2

An attached position may be obtained in one of the following two ways:

17.3.2.1

A senior educational administrator who was seconded in accordance with 17.2 and who then continues in a senior educational administrator position shall be assigned an attached position in the department from which he or she was seconded.

17.3.2.2

A senior educational administrator who was not seconded shall be eligible to apply to the Vice President Education for an attached position.

17.3.2.2.1

The Vice President Education may authorize a departmental selection committee comprising four continuing employees from the department, including the Department Chair. Where there are fewer than four continuing employees in the department, the committee shall include continuing employees from a related department to constitute a committee of four.

17.3.2.2.2

In the case of such selections, no attached position shall be offered without a positive recommendation by a majority of the selection committee.

17.3.3

A senior educational administrator with an attached position 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 laid off and has right of recall. In addition, a senior educational administrator with an attached position may undertake directed studies courses and thesis supervision. Such assigned teaching duties will result in no additional remuneration for the senior educational administrator and will not draw on the instructional budget of the department.

17.3.4 Entry or Re-Entry to the Bargaining Unit of Senior Educational Administrators

A senior educational administrator who holds an attached position and who wishes to enter or re-enter the bargaining unit and assume a continuing appointment shall advise OC, the Association and the Department Chair, in writing, no later than January 1st before the return to the bargaining unit. The effective date of entry or re-entry to a bargaining unit in a continuing appointment shall be August 1st unless a mutually agreeable alternative date is determined by the employee, the department and the designated supervisor.

17.3.5

A senior educational administrator who enters or re-enters the bargaining unit shall not retain any administrative stipend or salaries when they return to the bargaining unit and shall receive the salary he or she would have received had he or she been in the bargaining unit throughout.

17.3.6

A senior educational administrator who was seconded to an administrative position as per Article 17.2 shall retain seniority based on the initial date of hire into his or her faculty continuing appointment. A senior educational administrator who was not seconded to an administrative position shall be placed on the seniority list as of the date of entry into the bargaining unit.

17.4 Information to the Association

OC shall provide the Association with a list of administrators holding seconded and attached positions by May 31st of each year.

ARTICLE 18 – DUTIES AND RESPONSIBILITIES OF FACULTY

18.1 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 18.1.1, professional development as described in 18.1.2, and service as described in 18.1.3. In addition, duties and responsibilities may include scholarly activity, as described in 18.1.4. The pattern of these duties may vary among disciplines and classifications, and from individual to individual, pursuant to the provisions of this Article.

18.1.1 Instructional and Professional Duties

18.1.1.1

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.

18.1.1.2

The professional duties of a librarian may include all or any of the following: library and research instruction; coordination and provision of reference service; development of support materials and guides; assisting faculty, staff and students in accessing and using library materials, electronic resources and facilities; supporting research; liaison with instructional departments, campuses and other OC bodies as appropriate; co-ordination and development of internal library systems and external Internet-based systems; collection development including collection assessment; co-ordination of the selection, acquisition and licensing of library material and/or electronic resources; co-ordination and provision of classification and cataloguing services; evaluation of library systems and services; and other related librarian duties.

18.1.1.3

The professional duties of a counsellor may include all or any of the following: personal, career and academic success counselling services; response to student crises and emergencies; case consultation; testing and psycho-educational assessment; development, delivery and evaluation of student success courses and workshops; practicum and internship supervision; community and professional education; consultation for and liaison with OC departments, faculty and staff, as well as community representatives and groups; administrative duties; regional campus duties that are congruent with the counselling discipline; and other ancillary counselling and advisory functions.

18.1.1.4

The professional duties of an 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.

18.1.1.5

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.

18.1.2 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.

18.1.3 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 without right of accrual shall not be required to perform service.

18.1.4 Scholarly Activity

18.1.4.1 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.

18.1.4.2 Scholarly Activity Duties

Upon request to the designated supervisor, faculty members may be released from instructional and/or professional duties for an assigned scholarly activity as part of their workload. OC shall notify all continuing employees of application dates and procedures for scholarly activity release. Applicants shall be informed of the results in a timely manner.

18.1.4.3 Scholarly Activity Reporting

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.

18.2 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.

18.3 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 interactive tutorial sessions 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. Distance education tutors do not provide direct instruction.

18.4 Duty Period

18.4.1

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

18.4.2

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

18.4.3

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

18.4.4

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.

18.4.5

With the exception of college professors who have accepted a six-month part-time 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 37.3.

18.5 Office Hours

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

18.6 Course and Program Development

18.6.1

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.

18.6.2

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

18.6.2.1

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.

18.6.2.2

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 18.6.1. 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.

18.6.2.3

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 37.2.2. The time to perform the work shall be mutually agreed between the department and the designated supervisor.

ARTICLE 19 – WORKLOADS FOR COLLEGE PROFESSORS

19.1 Assignment of Duties

19.1.1

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 29.4.3).

19.1.2

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.

19.1.3

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

19.2 Teaching Workloads

19.2.1

The department's recommendation of the teaching workload for a college professor shall be determined in accordance with the requirements of this article. Factors to be taken into account when recommending a college professor's instructional workload shall include, but not be limited to the following: employees' requests; the number of courses new to the employee; the total number of students; the number of new course preparations; required travel; 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.

19.2.2

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.

19.2.3

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

19.2.4

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.

19.3 Teaching Workload Measures

19.3.1 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.

19.3.2 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

19.4 Teaching Workload Limits

19.4.1 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.

19.4.2 Semester Instructional Workload Limit

Instructional workloads may be assigned to a maximum of 4.5 TLUs in any one semester and not be considered overload provided the instructional year workload does not exceed the limit of 8 TLUs per 19.4.1. Where the instructional workload exceeds 4.0 TLUs in a semester, the assigned instructional duties cannot exceed 18 hours per week.

19.4.3 Weekly and Daily Hour Limits

19.4.3.1

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.

19.4.3.2

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, inclusive of travel.

19.4.3.3

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, including travel, and the commencement of assigned duties on the following day when the time span of assigned duties on the given day, including travel, exceeds 12 hours.

19.4.3.4

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) section of a 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.

19.4.3.5

Travel time to an adjacent campus shall be counted as one hour each way and travel time to a non-adjacent campus shall be counted as two hours each way.

19.4.4 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.

19.4.5 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.

19.5 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 #3).

19.6 Semester Length

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

19.7 Workload Credit

19.7.1 Distance Education Courses

For the purposes of section 21.5.2, 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.

19.7.2 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 part-time salary formula in 37.2.2, 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.

19.7.3 Claiming Workload Credit

An employee who intends to claim accumulated workload credit shall make written application to his/her designated supervisor. The designated supervisor shall approve or deny such requests subject to operational requirements.

ARTICLE 20 – WORKLOADS OF NON-INSTRUCTIONAL FACULTY

20.1

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.

20.2

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

20.3

The total assigned duty time for a full-time librarian, counsellor, 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 20.6) or compensatory time off (see clause 20.7).

20.4

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

20.5

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.

20.6 Overload Remuneration

20.6.1

With the exception of the application of clause 20.7 (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, athletics, recreation and student life coordinator or educational technology coordinator is greater than 35 hours.

20.6.2

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.

20.6.3

Overload remuneration shall be paid for the number of assigned hours per week in excess of the limits specified in section 20.6.1 calculated on a weekly basis. This remuneration shall be in addition to the employee's regular salary.

20.6.4

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 assigned hours,

N is the number of weeks of overload, and

S is the annual salary.

20.6.5

In the case of an emergency load arising from Articles 30 (Retirement), 31 (Resignation), 35 (Censure, Suspension and Dismissal), 45 (Sick Leave) or 47 (Other Leaves), the overload limits of clauses 20.3 and 20.4 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.

20.6.6

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

20.7 Compensatory Time Off

If the arrangements referred to in clause 20.3 take the form of compensatory time off, the following shall apply:

20.7.1

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.

20.7.2

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

20.7.3

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 20.6.

ARTICLE 21 – SPECIAL COURSES

21.1 Directed Studies Courses

21.1.1

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:

21.1.1.1 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.

21.1.1.2 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.

21.1.1.3 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.

21.1.2

OC may assign a maximum of four students at any one time, subject to the agreement of the designated supervisor, the department and the employee.

21.1.3

Directed Studies courses carry no workload credit.

21.2 Summer Session Courses

21.2.1

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.

21.2.2

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.

21.2.3 Summer Session Compensation

Employees who teach Summer Session courses shall receive additional compensation as determined by the part-time salary formula in clause 37.2.2 with the appropriate full-time salary (S) set at step 7 of the salary scale in Appendix A.

21.3 External Studies

External Studies work for which the Faculty Association is certified and in which direct instruction occurs outside of the OC region shall be delivered in accordance with the following:

21.3.1

College Professors shall not be assigned External Studies work but may accept such work. Employees who choose to participate in External Studies shall be paid in accordance with the part-time salary formula in clause 37.2.2. Alternatively, continuing employees may choose to bank the equivalent workload credit for future credit pursuant to 19.7.2.

21.3.2

The terms and conditions of work for College Professors engaged in External Studies will be as if the Professors are working at their normally assigned campus.

21.4 Special Courses

21.4.1

Special courses are courses or sections of courses that are taught by college professors and which rely on alternate modes of delivery. Alternate modes of delivery may include: teleconference, videoconference, recordings, broadcast, telecast, podcast, webcast delivery via the Internet. Such courses or sections of courses are not associated with a pre-determined workload measure established in 19.3.

21.4.2

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

21.4.3

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

21.5 Distance Education Courses

21.5.1

Distance education courses are courses that do not include direct instruction by a distance education tutor. Distance education courses are asynchronous courses in which pre-prepared print-based and/or digitized material is provided to the student as the sole method of delivery as an alternative to direct instruction. Such courses are tutored by distance education tutors and are sometimes augmented by interactive tutorial sessions, individually or in groups, face-to-face or on-line. Preparation and delivery of direct instruction, whether lectures, seminars or labs, are college professor duties, not tutor duties. Continuing employees shall not be assigned distance education coursework but may accept such work.

21.5.2

A continuing employee who tutors distance education courses shall do so as a DE tutor and, at his or her discretion, shall receive additional compensation as determined by the appropriate salary formula in clause 37.5 or banked workload credit for future release from assigned duties per 19.7.1.

21.5.3

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.

21.6 Continuing Studies Courses

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

ARTICLE 22 – EVALUATIONS

22.1 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 #1.

22.1.1 Annual Report

22.1.1.1

Each continuing employee and term employee with right of accrual shall submit an annual report for the preceding year (May 1 to April 30) to his or her designated supervisor on or before May 15.

22.1.1.2

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 18.1.2)
- c) service (see 18.1.3)
- d) scholarly activity (see 18.1.4)
- e) other activities as determined by the employee.

22.1.1.3

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

22.1.1.4

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.

22.2 Summative Evaluations

22.2.1

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.

22.2.2

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.

22.2.3

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. The evaluation will result in the conclusion that the employee is either "satisfactory," "requires improvement," or is "unsatisfactory".

22.2.4

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.

22.2.5

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

22.2.6

The summative evaluation process shall be subject to the grievance procedure in Article 36 (Grievance Procedure).

ARTICLE 23 – PROFESSIONAL DEVELOPMENT

23.1

OC and the Association support professional development activities intended to promote teaching excellence, subject area competence and technical competence in an area of professional or instructional expertise and shall establish a fund, committees, and procedures for supporting the professional development of employees.

23.2 Professional Development Fund

A professional development fund shall be maintained for 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 continuing employee based on Step 1 of the Salary Scale.

23.3 Professional Development Committees

23.3.1 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, Technology and Health
- Business
- Non-instructional

23.3.2 The Professional Development Committees shall be responsible for granting financial assistance from the fund established in clause 23.2 for professional development activities. The employees on these committees shall be selected by a confidential email ballot of all employees eligible for funding from the groups listed above. The call for nominations and the balloting shall be conducted by the appropriate Dean or Director. The term of appointment to the Committee shall normally be two years with one position open for election annually.

23.4 Professional Development Committees Guidelines and Procedures

23.4.1

Employees seeking financial assistance from the fund shall apply to the appropriate Professional Development Committee on the form provided.

23.4.2

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.

23.4.3

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

ARTICLE 24 – PROFESSIONAL ALLOWANCE

24.1 Purpose

A Professional Allowance Fund is established for the purpose of assisting eligible employees to maintain currency and competency and to offset the cost of expenses including, but not limited to, subscriptions to scholarly journals, books, computer software, computer or other equipment and professional dues. The expenses cannot be of the type for which reimbursement is otherwise available from Travel Allowances (Article 41), Professional Development (Article 23), or the Grants-In-Aid of Research, Scholarly and Creative Activity (Article 26).

24.2 Professional Allowance Fund

On July 1st, 2014 and July 1st, 2015, 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.

Effective July 1, 2016

On each July 1st, OC shall deposit a sum equal to 40% of Step 1 of the salary scale 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.

24.3 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.

24.4 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.

ARTICLE 25 – PROFESSIONAL REGISTRATION AND MEMBERSHIP 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 reimbursement of the entire cost of these expenses by applying to the designated supervisor.

ARTICLE 26 – GRANTS-IN-AID OF RESEARCH, SCHOLARLY AND CREATIVE ACTIVITY

26.1 Purpose and Fund

OC shall maintain a 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.

26.2 Eligibility

Employees undertaking research, scholarly or creative activity are eligible to apply.

26.3 Committee

A committee shall administer the allocation of the fund for Grants-In-Aid of research, scholarly and creative activity.

The committee shall be struck consisting of one representative from OC and one post-probationary employee on continuing appointment from each of the following:

- Arts
- Science, Technology and Health
- Business
- Non-instructional

The employees on this committee shall be selected by a confidential email ballot of all employees. The call for nominations and the balloting shall be conducted by the appropriate Dean or Director. The term of appointment to the Committee shall normally be two years with one position open for election annually.

26.4 Guidelines

OC shall publish with other College policies, the guidelines for the 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 Grants-in-Aid monies, and to allocate such monies. Any change in the guidelines shall be subject to agreement between OC and the Association.

ARTICLE 27 – 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 28 – EXTENDED STUDY LEAVE

28.1 Period of the Leave

28.1.1

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

28.1.2

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.

28.2 Extended Study Leave Fund

An extended study leave fund shall be established to cover: the salary, benefit costs, and 15% of the employee's pension contribution (see section 28.5.2) 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 28.5.2. 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.

28.3 Extended Study Leave Committee

28.3.1

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 and Health
- Business
- Engineering Technologies
- Non-instructional

28.3.2

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

28.4 Eligibility

28.4.1

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 of either 6 or 12 months. Time spent on any leave without pay or on secondment (see clause 17.2) 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.

28.4.2 Eligibility Credit for Term Employees Who Become Continuing

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 eligibility for an extended study leave.

28.5 Extended Study Leave Committee Policies and Procedures

28.5.1

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.

28.5.2

An employee on extended study leave shall receive 85% of his or her continuing salary. OC shall maintain employees on extended study leave on the health and welfare plans as in Article 39. OC shall be reimbursed for these premium payments from the extended study leave fund (see clause 28.2). The employee shall contribute to the College Pension Plan at the rate required by the 85% 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.

28.5.3

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 85% 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.

28.5.4

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

28.5.5

An employee shall apply to the Extended Study Leave Committee for extended study leave by October 1 preceding the academic 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.

28.5.6

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 10% of Step 1.

28.5.7

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.

28.5.8

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

28.5.9

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.

28.6 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 29 – DEPARTMENTS AND DEPARTMENT CHAIRS

29.1 Definition of Department

29.1.1

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.

29.1.2

Where appropriate, the term “school” may be used to designate one of the academic sub-units referred to in 29.1.1. In such cases all provisions of this Agreement which pertain to departments shall also pertain to such single-department schools.

29.1.3

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

29.1.4

Departments shall not be created, dissolved, or merged without the approval of the Association. Such approval shall not be unreasonably withheld. OC shall identify all employees affected by the creation, dissolution or merger of departments.

29.1.5

Other than employees identified in the process of 29.1.4, employees may not be transferred from one department to another without the agreement of the employee in question.

29.2 Members of Departments

The members of a department shall be all employees appointed to that department, including employees holding cross-appointments under clause 13.9 and employees appointed to that department who have been seconded to an administrative position in accordance with clause 17.2 (Seconded Employees).

29.3 Responsibilities of Departments

29.3.1

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.

29.3.2

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.

29.4 Department Chairs

29.4.1

OC shall appoint a Chair for the Counselling, Library, and every instructional department from among those departmental members holding continuing appointments.

29.4.2

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 29.3.2; ensure that the department operates in accordance with the established guidelines of the department, and other policies and procedures that are adopted by the department and the portfolio and OC; facilitate communication among department members, and between the department and other departments, the portfolios, the designated supervisor, OC, other educational institutions, professional associations, and program advisory committees.

29.4.3

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 19.1.

29.4.4

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.

29.4.5

The performance of chair duties in non-instructional departments shall occur during the total assigned duty time of 35 hours per week as outlined in Article 20.

29.4.6

The Director of Library Services shall be responsible for communication between the Library, and other educational institutions, professional associations, and program advisory committees. The Chair shall have a collaborative role with these duties.

29.5 Selection Procedure

29.5.1

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 and shall be eligible to vote.
- b) The recommendation to the designated supervisor of a department member for the position of Department Chair shall be determined by an election.
- c) The members of the department shall be notified by the designated supervisor of the pending election at least two weeks prior to the date of the election.
- d) The nomination and voting shall take place at a meeting of the department unless the designated supervisor and the department agree upon an alternative electoral process. The designated supervisor shall act as chair for the election.

29.5.2

In the event that OC is unable to appoint a Chair according to this Article, the designated supervisor shall act as interim Chair.

29.6 Term of Appointment

29.6.1

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

29.6.2

A Chair who anticipates being absent on leave for a continuous period of three months or more shall provide notice to the designated supervisor at least one month in advance of the leave and shall relinquish the position of Chair no later than the commencement of their leave or by June 30, whichever occurs first.

29.6.3

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

29.6.4 Department Chair Recall

A Chair may be recalled according to the following procedure:

- a) Continuing employees in the department shall be eligible to initiate a motion of non-confidence through a written and seconded notice of motion to the designated supervisor.
- b) The department shall be notified by the designated supervisor of the pending vote, at least two weeks prior to the date of the vote.
- c) The motion of non-confidence and voting shall take place at a meeting of the department. The designated supervisor shall act as chair for the vote.
- d) Only continuing employees shall be eligible to vote.
- e) In the event the Chair is recalled, the designated supervisor shall act as interim chair until such time as a new Chair is elected and appointed.

29.6.5

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.

29.7 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 5	3 TLUs
Greater than 5 but less than or equal to 10	4 TLUs
Greater than 10	6 TLUs

There shall be at least 1.0 TLU of teaching load release in each semester unless other arrangements are mutually agreeable between the Chair and the designated supervisor.

ARTICLE 30 – RETIREMENT

30.1 Retirement

30.1.1

An employee who wishes to retire must be at least age 55 and must give at least six months' notice in writing by December 31st of the fiscal year prior to the planned retirement to their designated supervisor with a copy to Human Resources. This notice period may be waived by mutual consent in writing. A college professor shall not retire during an instructional period without mutual agreement.

30.1.2

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 43.1.4).

30.2 Early Retirement Incentive

30.2.1 Definition

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

30.2.2 Eligibility

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

30.2.3 Incentive Payment

30.2.3.1

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%

30.2.3.2

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

30.2.3.3

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

30.3 Service Recognition on Retirement Allowance

An employee on a continuing appointment who is retiring and who has a minimum of five (5) completed full-time equivalent years of service with the College or its predecessors shall, subject to the Memorandum of Agreement titled "Service Recognition on Retirement", receive a service recognition retirement allowance at the rate of five (5) working days for every year of completed full-time equivalent service with OC, prorated. Overload, summer session, extended semester and DE work shall not be included in the calculation of full-time equivalent service for the purposes of this clause.

The service recognition allowance shall not be payable to employees terminated for cause.

ARTICLE 31 – RESIGNATION

31.1

A continuing employee or full-time term employee may resign from any appointment by giving at least two months' notice in writing to their designated supervisor. The resignation shall take effect on the April 30 or December 31 following the submission of the resignation notice or at the end of his or her appointment term, whichever is earlier or on another date that is mutually acceptable.

31.2

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 their designated supervisor. 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 another date is mutually acceptable.

ARTICLE 32 – REDUCTION OF EMPLOYEES ON TERM APPOINTMENT

32.1 Termination of Full-time Term Appointments

32.1.1

Employees on full-time term appointments may be terminated only for cause, as a consequence of actions taken under sections 33.5.2 or 34.6.1, or on the early return of the employee whom they are replacing under section 13.1.2.3 a).

32.1.2

Full-time term employees terminated as a consequence of actions taken under sections 33.5.2 or 34.6.1 shall be given two weeks' written notice or a severance payment equal to two weeks' salary.

32.2 Termination of Part-time Term Appointments Prior to Commencement Date

32.2.1

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 37.2.

32.2.2

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 37.2.

32.2.3

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 37.5) shall be paid.

32.3 Termination of Part-time Term Appointments Subsequent to Commencement Date

32.3.1

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.

32.3.2

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.

32.4 Employment Records

The records of all employees terminated under clause 32.1, 32.2 or 32.3, and all references supplied by OC, shall clearly point out the nature of the termination as "termination due to reduction".

32.5 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.

32.6 Reduction of Scope of Assignment of Part-time Term Employees

32.6.1

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 37.2.

32.6.2

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.

32.6.3

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 37.2.

32.6.4

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.

32.6.5

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

ARTICLE 33 – PROGRAM REDUNDANCY AND PROGRAM REDUCTION

33.1 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.

33.2 Definitions

33.2.1

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.

33.2.2

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.

33.2.3

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

33.2.4

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.

33.3 Program Redundancy

33.3.1

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

33.3.2

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.

33.3.3

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.

33.3.4

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.

33.3.5

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.

33.3.6

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

33.3.7

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 33.2.

33.3.8

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.

33.3.9

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.

33.3.10

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.

33.3.11

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

33.3.12

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.

33.4 Program Reduction

33.4.1

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

33.4.2

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.

33.4.3

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.

33.4.4

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.

33.4.5

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

33.4.6

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.

33.4.7

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.

33.4.8

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

33.4.9

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

33.4.10

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.

33.5 Reduction of Positions

33.5.1

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.

33.5.2

If the arrangements set out in section 33.5.1 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.

33.5.3

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.

33.5.4

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 34 (Financial Exigency).

ARTICLE 34 – FINANCIAL EXIGENCY

34.1 Definition of Financial Exigency

34.1.1

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

34.1.2

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.

34.2 Notice to the Association

34.2.1

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.

34.2.2

Once notice has been given under 34.2.1, 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 34.5.

34.3 Financial Exigency Committee

34.3.1

Within fifteen (15) working days of the notice specified in section 34.2.1, OC shall establish a Financial Exigency Committee.

34.3.2

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.

34.3.3

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

34.3.4

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.

34.4 Report of the Financial Exigency Committee

34.4.1

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.

34.4.2

If the Financial Exigency Committee does not report within the time limit set out above in section 34.4.1, 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.

34.4.3

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.

34.4.4

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.

34.5 Declaration of Financial Exigency

34.5.1

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.

34.5.2

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 34.6.1 have been undertaken.

34.5.3

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.

34.5.4

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 34.8.

34.6 Reductions

34.6.1

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.

34.6.2

Within the order of lay-off specified in section 34.6.1, the sole criterion shall be seniority. Lay-off will be in ascending order of seniority.

34.7 Seniority

34.7.1

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

34.7.2

Where seniority as determined in section 34.7.1 is equal, total weighted accumulated service at OC prior to appointment to a continuing position shall be considered.

34.7.3

When there are two or more employees of equal seniority as determined by section 34.7.1 and section 34.7.2 relative seniority shall be determined by the toss of a coin.

34.8 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.

34.9 Severance Payments

34.9.1

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.

34.9.2

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.

34.10 Right of Recall

34.10.1

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.

34.10.2

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.

34.10.3

In cases where an employee is recalled to a position in the bargaining unit in accordance with section 34.10.2 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.

34.11 Rights of Laid off Employees

34.11.1

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.

34.11.2

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 35 – CENSURE, SUSPENSION, AND DISMISSAL

35.1

35.1.1

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.

35.1.2

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).

35.1.3

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.

35.1.4

An employee considered by the Association to be wrongfully or unjustly censured, suspended, or dismissed shall be entitled to a hearing under Article 36.

35.2 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.

35.3 Suspension

35.3.1

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

35.3.2

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.

35.3.3

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.

35.4 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 36 – GRIEVANCE PROCEDURE

36.1

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.

36.2 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.

36.3 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 36.6.

36.4 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.

36.5 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 5 (Union Business), 23 (Professional Development), 27 (Study, Professional Development, and Research Leave), 28 (Extended Study Leave), and 45 (Sick Leave), 46 (Maternity and Parental Leave), and 47 (Other Leaves) inclusive of any person involved in the grievance procedure.

36.6 Grievance Arbitration

36.6.1

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.

36.6.2

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

36.6.3

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.

36.6.4

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

36.6.5

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

36.7 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.

36.8 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.

36.9 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.

36.10 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 36.9. In the case of a settlement by arbitration, the arbitrator shall specify the date of the settlement.

36.11 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.

36.12 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 37 – SALARY

37.1 Salaries for Employees on Continuing Appointments

37.1.1

The salaries for full-time continuing employees for the period from April 1, 2019 to March 31, 2022 shall be as given in Appendix A of this Agreement.

37.1.2

With the exception of clause 37.1.3 and 37.1.4, an employee on a part-time continuing appointment shall be paid in accordance with the salary scales referred to in section 37.1.1 on a pro-rata basis consistent with the employee's part-time percentage as specified in his or her offer of appointment.

37.1.3 Six Month Part-Time Continuing Appointments

A part-time continuing college professor whose appointment percentage is 50% and who has accepted a six-month full-time workload assignment in accordance with 13.6, 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.

37.1.4 Non-Instructional Employees Hired into Part-Time Continuing Appointments

Non-instructional employees on part-time continuing appointments shall be paid in accordance with the salary scales referred to in section 37.1.1 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.

37.1.5 Compensation for Assignment of Additional Term Work

A part-time continuing employee who accepts work assigned pursuant to 15.6 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 39.3.7 and pay in lieu of vacation in accordance with 43.2.2.

37.2 Salaries for Employees on Term Appointments

37.2.1 Salaries for Full-Time Term Employees

The salaries for full-time term employees for the period from April 1, 2019 to March 31, 2022 shall be as given in Appendix A of this Agreement.

37.2.2 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, except in the case of summer session work pursuant to 21.2.3 where S shall be step 7.

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

37.2.3 Salaries for Part-Time Term Non Instructional Faculty members

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

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

- W** is the average weekly assigned duty hours
- L** is the appointment period in weeks, and
- S** is the appropriate full-time annual salary

37.3 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 37.2.2.

37.4 Increments

37.4.1 Increments for Employees in Continuing Appointments

37.4.1.1

All continuing employees shall receive an annual salary incremental increase until the maximum salary is reached, subject to section 37.4.1.2. 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 37.4.1.3 the anniversary date of employment shall be defined as the starting date of continuous employment with OC.

37.4.1.2

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.

37.4.1.3

All employees who were employed on a continuing appointment as of March 31, 2006 shall have an annual increment date of April 1.

37.4.2 Increments for Employees on Term Appointment

Term college professors shall receive a salary increment for every 8 TLUs completed. The salary increase shall be effective at the start of the semester following the semester in which the term employee becomes eligible for the increase.

37.4.3 Increments for Non-Instructional Employees on Term Appointment

Term non-instructional employees shall receive a salary increment for the completion of every 1519 hours of work.

- (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,

Increase Date	Effective Date ¹	Increase Amount	Per Graded Student
01-Apr-19	14-Apr-19	2%	\$63.06
01-Apr-20	12-Apr-20	2%	\$64.32
01-Apr-21	11-Apr-21	2%	\$65.61

- (4) For each contact hour of an interactive tutorial session required by OC,

Increase Date	Effective Date ¹	Increase Amount	Per Hour
01-Apr-19	14-Apr-19	2%	\$57.00
01-Apr-20	12-Apr-20	2%	\$58.14
01-Apr-21	11-Apr-21	2%	\$59.30

¹ Increases are effective on the first day of the first full pay period after the Increase Date.

37.6 Payment of Salaries

With the exception of section 37.7, 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.

37.7 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.

37.8 Research Associates

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

37.8.1

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.

37.8.2

Notwithstanding the above, the maximum research associate salary shall be in accordance with Article 38 (Application of Salary Scale).

37.9 WorksafeBC Occupational First Aid Attendant Stipend

37.9.1

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.

37.9.2

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

ARTICLE 38 – APPLICATION OF SALARY SCALE

38.1

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 34.10 are not limited by the provisions of clause 38.4 (Maximum Initial Placement).

38.2

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 38.3 to the maximum initial placement outlined in clause 38.4, 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 38.2. The additional FTE experience at OC may result in a placement above the maximum initial placement outlined in clause 38.4.

38.3 Salary Placement

38.3.1 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

38.3.2 Experience

In addition to the allowance for qualifications, and in accordance with the restrictions of clause 38.4, 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.

38.4 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.

38.5 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 39 – HEALTH AND WELFARE PLANS

39.1 Benefits Eligibility

This clause applies only to employees on a full-time continuing appointment, 50% part-time continuing employees who hold six-month appointments and, with the exception of section 39.1.3, 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.

39.1.1 Group Life Insurance Plan

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

39.1.2 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

39.1.3 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.

39.1.3.1

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.

39.1.4 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.

39.1.5 Medical Care Plan

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

39.1.6 Extended Health Benefits

39.1.6.1 Optical Coverage: \$500 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.

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

39.1.7 Employee Assistance Program

39.1.7.1

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

39.1.7.2

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.

39.1.7.3

Continuing employees are eligible to participate in this plan.

39.2

Clause 39.1 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.

39.3 Benefits for Part-Time Continuing and Term Employees

39.3.1

Employees on part-time continuing appointments shall, upon request, be eligible for health and welfare benefits in accordance with clause 39.1. OC shall pay a portion of the health and welfare plan premiums consistent with the employee's appointment percentage as specified in his or her offer of appointment, and the employee shall pay the remainder of the premium.

39.3.2

Employees on part-time continuing appointments who do not request health and welfare coverage shall receive 4% of their salaries in lieu of health and welfare benefits. This payment shall be made biweekly.

Effective June 1, 2017:

Employees on part-time continuing appointments who do not request health and welfare coverage shall receive 5% of their salaries in lieu of health and welfare benefits. This payment shall be made biweekly.

Effective September 1, 2018:

Employees on part-time continuing appointments who do not request health and welfare coverage shall receive 5.75% of their salaries in lieu of health and welfare benefits. This payment shall be made biweekly.

39.3.3

Employees identified in section 39.3.1 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.

39.3.4

Employees on 50% part-time continuing appointment who hold six-month appointments (see clause 13.6) 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.

39.3.5

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.

Effective June 1, 2017:

Full-time term employees who are appointed for a period of five calendar months or less shall receive, in addition to their agreed salaries, 5% of their salaries in lieu of health and welfare benefits. This payment shall be made biweekly.

Effective September 1, 2018:

Full-time term employees who are appointed for a period of five calendar months or less shall receive, in addition to their agreed salaries, 5.75% of their salaries in lieu of health and welfare benefits. This payment shall be made biweekly.

39.3.6

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

Effective June 1, 2017:

Part-time term employees shall receive 5% of their salaries in lieu of health and welfare benefits. This payment shall be made biweekly.

Effective September 1, 2018:

Part-time term employees receive 5.75% of their salaries in lieu of health and welfare benefits. This payment shall be made biweekly.

39.3.7

Part-time continuing employees who accrue additional work pursuant to 15.6 shall receive 4% of the additional salary for the term contract in lieu of health and welfare benefits. This payment shall be made biweekly.

Effective June 1, 2017:

Part-time continuing employees who accrue additional work pursuant to 15.6 shall receive 5% of the additional salary for the term contract in lieu of health and welfare benefits. This payment shall be made biweekly.

Effective September 1, 2018:

Part-time continuing employees who accrue additional work pursuant to 15.6 shall receive 5.75% of the additional salary for the term contract in lieu of health and welfare benefits. This payment shall be made biweekly.

39.3.8

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

ARTICLE 40 – PENSION

40.1 Mandatory Enrolment

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

ARTICLE 41 – TRAVEL EXPENSES AND ALLOWANCES

41.1 Out of Region

41.1.1

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 \$45.85 per full day for meals, plus actual necessary lodging and transportation expenses.

Effective April 1, 2016:

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 \$47 per full day for meals, plus actual necessary lodging and transportation expenses.

Effective April 1, 2018:

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 \$48.41 per full day for meals, plus actual necessary lodging and transportation expenses.

41.1.2 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.

Effective April 1, 2016:

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 \$33.83 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.

Effective April 1, 2018:

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 \$34.84 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.

41.1.3 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.

41.2 In Region

41.2.1

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	\$10.94
Lunch	\$12.76
Dinner	\$22.14

Effective April 1, 2016:

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	\$11.21
Lunch	\$13.08
Dinner	\$22.69

Effective April 1, 2018:

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	\$11.55
Lunch	\$13.47
Dinner	\$23.37

41.2.2

Employees may claim a per diem allowance for meal expenses up to a maximum of \$26.05 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	\$5.73
Lunch	\$7.03
Dinner	\$13.29

Effective April 1, 2016:

Employees may claim a per diem allowance for meal expenses up to a maximum of \$26.69 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	\$5.87
Lunch	\$7.21
Dinner	\$13.62

Effective April 1, 2018:

Employees may claim a per diem allowance for meal expenses up to a maximum of \$27.49 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	\$6.05
Lunch	\$7.42
Dinner	\$14.03

Employees may not claim both reimbursement pursuant to 41.2.1 and a per diem allowance.

41.2.3

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.

41.3 Own Vehicle Travel Allowance

Employees authorized to use their personal motor vehicles for OC business shall be paid a travel allowance of \$0.47 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.

Effective April 1, 2016:

Employees authorized to use their personal motor vehicles for OC business shall be paid a travel allowance of \$0.48 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.

Effective April 1, 2018:

Employees authorized to use their personal motor vehicles for OC business shall be paid a travel allowance of \$0.50 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.

41.4

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

41.5 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.

41.6 Parking

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

ARTICLE 42 – TRANSFER

42.1 Transfer To Another Centre

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

42.2 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 14.2.6. 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.

42.3 OC Initiated Transfer

42.3.1

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 42.4 shall apply.

42.3.2

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.

42.3.3

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.

42.4 Relocation Expenses for OC Initiated Transfer

42.4.1

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

42.4.2

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.

42.4.3

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.

42.4.4

These expenses are not payable during the same days that full hotel expenses are payable under section 42.4.2 and are only payable for such period as the employee is able to prove his or her inability to re-establish himself or herself.

42.4.5

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

42.4.6

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.

42.4.7

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.

42.4.8

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.

42.5

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 33 and 34 will be considered as OC initiated transfers and all transfer expenses and allowances shall be paid by OC.

42.6

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 43 – VACATIONS

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

43.1.1 Vacation Entitlement

43.1.1.1

A full-time college professor, librarian, counsellor, education technology coordinator or 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.

43.1.1.2

A part-time continuing college professor, librarian, counsellor, education technology coordinator or 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.

43.1.1.3

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.

43.1.1.4

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.

43.1.2 Vacation Application

43.1.2.1

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

43.1.2.2

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.

43.1.3 Vacation Carry-over

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.

43.1.4 Vacation in the Final Year of Employment

In the final year of employment, the employee may retain up to 30 days of unused vacation, pursuant to 30.1.2, up to the date of retirement.

43.1.5 Cash in Lieu of Vacation

An employee shall not receive cash in lieu of vacation time, except upon termination of employment, or as prescribed under 43.2.

43.2 Vacation: Term Appointments and Accrued Work

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

43.2.1

Term college professors, or term librarians, counsellors, 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.

43.2.2

Part-time continuing college professors, librarians, counsellors, athletics, recreation and student life coordinators and educational technology coordinators who accrue additional work pursuant to 15.6. 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.

43.2.3

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.

43.2.4

Any vacation time not taken by a term employee during the appointment period shall be paid out in cash at the end of the appointment period.

ARTICLE 44 – STATUTORY HOLIDAYS AND OTHER HOLIDAYS

44.1

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.

44.2

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 45 – SICK LEAVE

45.1

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.

45.1.1

An employee shall make every reasonable effort to inform his or her designated supervisor as soon as possible of his or her inability to report to work because of illness or injury.

45.2

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.

45.3

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 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.

45.4

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%.

45.5

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.

45.6

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 47.6 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.

45.7

An employee may be required to produce a certificate from a duly qualified physician, certifying that the sick employee is unable to carry out his or her duties due to illness. OC may require the employee to submit medical forms provided by OC and completed by the employee and/or the employee's physician as applicable and forward them to the OC claims adjudicator.

45.8

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

45.9

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.

45.10 Sick Leave Donation

45.10.1

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.

45.10.2

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.

45.10.3

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.

45.10.4

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.

45.11

The sequence of sick leave use shall be as follows: sick leave credits, if any (pursuant to 45.2, 45.3 or 45.4), voluntary sharing of sick leave credits (pursuant to 45.10) and the advance of sick leave from future credits (pursuant to 45.9).

45.12

Accumulated sick leave credits are lost on termination of employment or the conclusion of an appointment, except as provided in section 30.1.2, 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 33 (Program Redundancy and Reduction) and Article 34 (Financial Exigency). 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.

45.13

A record of all unused sick leave shall be kept by OC and shall be available to employees online.

45.14

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 46 – MATERNITY AND PARENTAL LEAVE

46.1 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.

46.2 Parental Leave

46.2.1

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 46 unless the employer and the employee agree otherwise.

46.2.2

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

46.2.3

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.

46.3 Benefits Continuation

46.3.1

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.

46.3.2

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.

46.3.3

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.

46.3.4

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.

46.4 Supplemental Employment Benefit Plan for Maternity and Parental Leave

46.4.1

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.

46.4.2

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.

46.5 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 47 – OTHER LEAVES

47.1 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.

47.2 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.

47.3 Retention of Status

An employee on approved paid or unpaid leave will retain her/his employment status for the duration of the leave.

47.4 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 39 and subject to the approval of the BC Pension Corporation, pension contributions in accordance with Article 40, paying the total cost of the premiums and contributions for the selected plans.

47.5 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.

47.6 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.

47.7 Jury Duty and Court Appearances

47.7.1

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.

47.7.2

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.

47.7.3

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.

47.8 Public Duties

47.8.1

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.

47.8.2

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.

47.8.3

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.

47.9 Exchange Leave

47.9.1

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.

47.9.2

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.

47.9.3

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.

47.9.4

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.

47.9.5

OC shall extend to the incoming employee all non-monetary benefits of this Agreement.

47.10 Deferred Salary Leave

OC shall offer a deferred salary leave plan consistent with Regulations issued by Canada Revenue Agency under the *Income Tax Act*.

47.11 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 48 – JOINT COMMITTEE ON THE ADMINISTRATION OF THE AGREEMENT

48.1

OC and the Association agree to establish a Joint Committee on the Administration of the Agreement (JCAA).

48.2

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.

48.3

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.

48.4

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.

48.5

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 49 – NEGOTIATIONS

49.1

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.

49.2

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.

49.3

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 50 – 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 51 – 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.

ARTICLE 52 – ARTICLES HELD INVALID

52.1

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.

52.2

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 36 (Grievance Procedure).

ARTICLE 53 – EMPLOYMENT OF NON-MEMBERS

53.1

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.

53.2

Employees seconded to administrative positions may teach in accordance with section 17.2.6. A senior educational administrator with an attached position may teach in accordance with section 17.3.3.

53.3 Teaching Assistants and Laboratory Demonstrators

53.3.1

OC and the Association agree that OC may establish teaching assistant and laboratory demonstrator positions and employ non-bargaining unit members in these positions.

53.3.2

OC and the Association agree that teaching assistants and laboratory demonstrators may perform certain bargaining unit work as described in clause 53.4 and clause 53.5.

53.4 Teaching Assistants

53.4.1

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.

53.4.2

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.

53.4.3

The college professor shall be involved in the selection process of a teaching assistant consistent with relevant collective agreements and OC policies and procedures.

53.4.4

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.

53.4.5

A college professor who supervises a teaching assistant assumes academic responsibility and accountability for the teaching assistant's performance of his or her duties.

53.5 Laboratory Demonstrators

53.5.1

Full or part-time laboratory demonstrators may assist college professors in the performance of their duties.

53.5.2

Laboratory demonstrators are full or part-time employees of OC employed to assist college professor in the delivery of laboratory instruction.

53.5.3

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.

53.5.4

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.

53.5.5

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:

Angus Graeme
PSEA Vice-Chair, Board of Directors

Sharon Mansiere
President

Jim Hamilton
President

Bob Groves
Chairperson
OCFA Negotiating Committee

Linda Heska
Chairperson, OC Negotiating Committee

Date: _____

APPENDIX A
SALARY SCALE ¹

Increase Date	1-Apr-19	1-Apr-20	1-Apr-21
Effective Date²	14-Apr-19	12-Apr-20	11-Apr-21
Increase	2%	2%	2%
Step 1	\$97,037	\$98,978	\$100,958
2	\$90,903	\$92,721	\$94,575
3	\$84,674	\$86,367	\$88,094
4	\$81,212	\$82,836	\$84,493
5	\$78,234	\$79,799	\$81,395
6	\$75,263	\$76,768	\$78,303
7	\$72,285	\$73,731	\$75,206
8	\$69,313	\$70,699	\$72,113
9	\$66,337	\$67,664	\$69,017
10	\$63,361	\$64,628	\$65,921
11	\$60,388	\$61,596	\$62,828

¹ For administrative ease, the 2% salary stipend that was negotiated into the 2005 – 2010 salary scales have been included in the base salaries that are reflected in these scales.

² Increases are implemented on the first day of the first full pay period following the Increase Date

APPENDIX B

DEPARTMENTS
(Reference Clause 29.1)

Anthropology
Biology
Business Administration
Chemistry
Civil Engineering Technology
Communications
Computer Science
Counselling
Economics
Electronic Engineering Technology
English
Fine Arts
Geography and Earth and Environmental Science
History
Interdisciplinary Studies
Library
Mathematics and Statistics
Mechanical Engineering Technology
Modern Languages
Network and Telecommunications Engineering Technology
Nursing
Philosophy
Political Science
Psychology
Physics and Astronomy
Sociology
Water Engineering Technology

AREAS
(Reference Section 13.4.3)

Student Services
Education Technology

LETTER OF UNDERSTANDING #1
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

A student questionnaire shall be 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

Where possible, student questionnaires shall be conducted in one semester of the academic year for each faculty member 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 #1)

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 student questionnaires which conform to the provisions of clause 2.3, and which have been placed in the employee's official personnel file, can be used in the assessment of an employee's teaching performance and for the purposes of consideration of completion of the employee's probationary period. 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 the employee's designated supervisor or designate 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.

LETTER OF UNDERSTANDING #2

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.
2. 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. Continuing employees in the department shall have a first right, on a seniority basis, for PLA work.
5. 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.
6. 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.
7. 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.
8. 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
9. 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.

LETTER OF UNDERSTANDING #3

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 (19.4.1).

LETTER OF UNDERSTANDING #4

RE: ASTRONOMY 110/111/112/120/121/122

It is agreed that the three hour lecture component of Astronomy 110, Astronomy 111 and Astronomy 112 may be timetabled together and taught simultaneously, and that the College Professor assigned the three courses will receive a workload credit of 1 Teaching Load Unit (TLU). Should the enrolment in the three courses combined exceed 55 students it is agreed that the faculty member's workload credit will be 2 TLUs and that the College may timetable the Astronomy 112 course so that it is not taught simultaneously with Astronomy 110 and Astronomy 111.

In the event that the College schedules Astronomy 110, the associated 1-hour per week tutorial will be included in the college professor's work assignment and that employee will receive a 0.17 TLU workload credit for this assignment.

It is also agreed that the three hour lecture component of Astronomy 120, Astronomy 121 and Astronomy 122 may be timetabled together and taught simultaneously, and that the College Professor assigned the three courses will receive a workload credit of 1 Teaching Load Unit (TLU). Should the enrolment in the three courses combined exceed 55 students it is agreed that the faculty member's workload credit will be 2 TLUs and that the College may timetable the Astronomy 122 course so that it is not taught simultaneously with Astronomy 120 and Astronomy 121.

In the event that the College schedules Astronomy 120, the associated 1-hour per week tutorial will be included in the college professor's work assignment and that employee will receive a 0.17 TLU workload credit for this assignment.

LETTER OF UNDERSTANDING #5

RE: CLAUSE 21.4 – SPECIAL COURSES – AN ALTERNATE MODE OF INSTRUCTIONAL DELIVERY FOR PHYSICS 111/121 IN PENTICTON AND SALMON ARM

Whereas the College is not currently offering Physics 111/121 in either Penticton or Salmon Arm, the department of Physics and Astronomy proposes to offer an alternative instructional delivery model in order to provide well-qualified students in Penticton or Salmon Arm or both with an opportunity to obtain credit for Physics 111/121.

Students must be approved by the Department in order to be eligible to participate in this method of delivery.

These courses shall only be offered in this format where there is agreement between the employee(s), the Department and the Dean.

Students in Salmon Arm or Penticton who want credit for PHYS 111/121 and who have been approved by the department will enroll in both a lecture and laboratory section of PHYS 111/121 offered by the department in either Vernon or Kelowna (the actual sections to be determined by the department in consultation with the Dean). The students will then attend a lecture and laboratory section of PHYS 112/122 in either Penticton or Salmon Arm but will be required to complete all assignments, laboratory experiments, tests and exams associated with the appropriate PHYS 111/121 sections.

The College Professor(s) (in Vernon and Kelowna) assigned to teach PHYS 111/121 in whose section these students are enrolled, (the “enrolling faculty member”), will be responsible for all curricular decisions; for the setting and marking of all assignments, tests and exam, for keeping track of all course material moving between the two college campuses, and for the assignment of a course grade for the students.

The College Professor assigned to teach the sections of PHYS 112/122 in Penticton and Salmon Arm (the “lecturing faculty member”) agrees to have these students participate in their assigned lecture sections and to provide additional tutorial assistance for these students each week as required.

The College Professors assigned to the Physics Laboratory in Penticton and Salmon Arm (the “laboratory faculty member”) will arrange for these students to complete the PHYS 111/121 laboratory curriculum while attending the PHYS 112/122 laboratory section in their centre. In no case may these additional students result in an enrolment in the laboratory in Salmon Arm or Penticton which exceeds the normal maximum for these courses. In the event that an additional lab section is required to accommodate these students, the College agrees to put on a laboratory section of PHYS 111/121 in addition to the normal PHYS 112/122 laboratory sections.

In recognition of the extra work associated with this method of delivery, each of the enrolling, lecturing and laboratory faculty members involved in it will be credited as follows:

- for 1 to 4 students from Penticton 1/6 TLU workload credit,
- for 5 to 8 from students from Penticton an additional 1/6 TLU.
- for 1 to 4 students from Salmon Arm 1/6 TLU workload credit
- for 5 to 8 from students from Salmon Arm an additional 1/6 TLU.

Should more than 8 students from either Penticton or Salmon Arm wish to participate in this method of delivery then the college shall either limit the number to a maximum of 8 or add an addition section of PHYS 111/121 Lecture and laboratory at the appropriate centre.

LETTER OF UNDERSTANDING #6

RE: YEARS 1 AND 2 OF THE BACHELOR OF SCIENCE, NURSING (BSN) PROGRAM

WHEREAS the College has committed to provide the first two years of the BSN program using the Collaboration for Academic Education in Nursing (CAEN) curriculum commencing September, 2011; and,

WHEREAS the employees hired to instruct in the BSN program are members of the Faculty Association; and,

WHEREAS the Faculty Association has agreed to the creation of the Department of Nursing; and,

WHEREAS the collective agreement between the College and the Faculty Association applies to the faculty in the Department of Nursing,

NOW THEREFORE THE PARTIES AGREE:

1. Article 21.2 (Summer Session Courses) of the collective agreement is waived for faculty members within the Department of Nursing who are assigned to perform program-specific instructional duties for NSGU 130 and NSGU 230 within the months of April, May, June, July or August. Assignment of NSGU 130 and NSGU 230 shall include the agreement of the college professor(s). Where no faculty member within the department agrees to the assignment of NSGU 130 or NSGU 230, the Dean shall make the determination and assign the work.
2. All courses in the Nursing Department are lectures or a combination of lectures and laboratory/clinical practice. College professors who are paid on the part-time salary formula for work within the Department of Nursing shall be paid using the Adjustment Factor of 0.89.
3. The following courses have atypical TLU values that do not correspond with the formulas outlined in 18.3. The following TLU values are agreed:

Course Number	TLU Value
NSGU 114 (3,3,0)	1.0 TLU (for 3 hour lecture)
	1.0 TLU (for each section of 3 hour practice)
NSGU 124 (3,10,0)	1.0 TLU (for 3 hour lecture)
	1.0 TLU (for each section of 3 hour practice)
	1.5 TLU (for each section of 7 hour practice)
NSGU 130 (0,30,0)	0.75 TLU (for each 60 hour section)
NSGU 214 (3,13,0)	1.0 TLU (for 3 hour lecture)
	3.0 TLU (for each section of 13 hour practice)
NSGU 224 (3,13,0)	1.0 TLU (for 3 hour lecture)
	3.0 TLU (for each section of 13 hour practice)
NSGU 230 (0,36,0)	1.0 TLU (for each section)

4. The lecture courses within the Nursing program may be assigned to more than one college professor. In such cases, the TLU value of the assigned course is split between the college professors who have received the assignment.
5. Responsibility for the coordination of the Lab Simulator is considered instructional duties and the college professor who assumes the responsibility may be released from other instructional duties for up to 3 TLUs per semester.
6. This LOU shall remain in effect for the 2015-16 workloads.

LETTER OF UNDERSTANDING #7

RE: CONTINUATION OF RIGHT OF ACCRUAL FROM 2005 TO 2010 COLLECTIVE AGREEMENT

All current term employees who have fewer than 8 TLUS (or equivalent non-instructional hours) and who have accrual rights from the 2005 to 2010 collective agreement shall retain such accrual rights. Once they accumulate 8 TLUs (or equivalent non-instructional hours), such accrual rights shall expire and these term employees follow the process for the acquisition of right of accrual described in Article 14.

LETTER OF UNDERSTANDING #8

RE: YEARS 1 AND 2 OF THE BACHELOR OF SCIENCE, NURSING (BSN) PROGRAM

WHEREAS the College provides the first two years of the BSN program in partnership with the University of British Columbia (Okanagan Campus); and,

WHEREAS the employees hired to instruct in the BSN program are members of the Faculty Association; and,

WHEREAS the collective agreement between the College and the Faculty Association applies to the faculty in the Department of Nursing; and,

WHEREAS the program has undergone a curriculum review and revision which has resulted in a significant change to the design of the program; and,

WHEREAS the new curriculum will be implemented for the September, 2015 intake while the old curriculum is phased out with the September, 2014 intake;

NOW THEREFORE THE PARTIES AGREE:

1. The curriculum in the Nursing Department is delivered as lecture, lab, simulation and clinical practice separately or in one or more combinations thereof.
2. College professors with a part-time term appointment within the Department of Nursing shall be paid using the Adjustment Factor of 0.89.
3. The following workload assignments have no associated course preparation:
 - a. Second Assigned College Professor in a lab
 - b. Simulation
 - c. Clinical support
4. Courses for which there are fewer than 3.0 credits shall have their preparation count determined on a pro-rata basis. For example where a 3.0 credit course is 1 TLU and a 1.5 credit course is 0.5 TLU; the former provides one full preparation, the latter counts as half of a preparation.
5. The following courses have atypical TLU values that do not correspond with the formulas outlined in clause 19.3 of the collective agreement. The following TLU values are agreed:

Course Number	TLU Value
NRSU 101	2.0 TLU (Theory 0.5 TLU, 1.0 TLU lab and 0.5 TLU Second Assigned College Professor)
NRSU 201	1.5 TLU (Theory 0.5 TLU, 1.0 TLU lab)
NRSU 202	2.0 TLU (Theory 0.5 TLU, 1.0 TLU lab and 0.5 TLU Second Assigned College Professor)
NRSU 136, 236, 237, 239, 228	1.5 TLU clinical student support (0.75 for each semester total)
Simulation	7.0 TLU

6. The Simulation TLUs and the Clinical support TLUs for NRSU 136, 236, 237, 239, 228 may be split and assigned to more than one faculty member to provide the necessary coverage.

7. There are 4.0 TLU for chair release and 4.0 TLU for clinical coordination. While normally these functions and associated TLUs are assigned to the elected chair they may be split upon recommendation of the department and with the approval of the Dean.
8. The parties agree that clause 19.4.4 shall be amended for this program to permit a maximum of four, 3-credit course preparations. All other provisions of clause 19.4 shall apply.
9. It is generally expected that all faculty teach in lecture, lab and clinical courses except in extenuating circumstances approved by the Dean.
10. This agreement will commence for the 2015 - 2016 academic year. The parties shall review the Letter of Understanding prior to April 30, 2017. Prior to implementing any changes, the changes will be subject to agreement of the principals. For the College, the principals include the Okanagan College Board of Governors and the Board of Directors of the Post-Secondary Employers' Association. For the purposes of this LOU only the principal for the Association shall be the Association Executive Committee. If there is no agreement to change the LOU, the LOU shall remain in effect until a replacement collective agreement is negotiated.

LETTER OF UNDERSTANDING (NEW)

RE: SUSTAINABLE CONSTRUCTION MANAGEMENT TECHNOLOGY PROGRAM

WHEREAS, the Sustainable Construction Management Technology Program is a three year program leading to a diploma in Sustainable Construction Management Technology; and

WHEREAS, the program was implemented on April 1, 2014; and

WHEREAS, the first cohort of students entered the program in September 2014; and

WHEREAS, those students are scheduled to complete the program at the end of academic year 2016/17; and

WHEREAS, the program is currently funded on a one-time basis for a single cohort;

NOW THEREFORE THE PARTIES AGREE:

1. That the Sustainable Construction Management Technology Program will be classified as a temporary department for the period April 1, 2014 to the end of the 2016/17 academic year.
2. Should the employer add any additional cohort of students in the Sustainable Construction Management Technology Program, the department will be added to Appendix B of the collective agreement.

MEMORANDUM OF AGREEMENT #1

Between

Okanagan College (hereinafter called the "Employer")

And

Okanagan Faculty Association (hereinafter called the "OCFA")

RE: SERVICE RECOGNITION ON RETIREMENT ALLOWANCE

Effective March 31, 2012 the Employer and the OCFA agree that the changes to the provisions noted in item (a) below, agreed to by the Parties as part of the 2010-2012 negotiations, result in cost savings beyond the term of this Collective Agreement. In exchange for these savings, the parties added a new provision titled "Service Recognition on Retirement Allowance" at Clause 30.3. Access to this new provision was effective March 31, 2012.

(a) Savings from Changes to the Collective Agreement on the following:

- 1) Department Chair Release (Amendment to Clause 25.7)
- 2) Department Chair Stipends (Deletion of Clause 25.8)
- 3) Semester Averaging (Amendment to Clause 18.4.2 and Deletion of LOU #11)
- 4) Summer Session Payment (Amendment to Clause 20.2.3 and 33.2.2)
- 5) Increments for Term Faculty (Amendment to Clause 37.4)

The specific changes to these Collective Agreement provisions are outlined in the Memorandum of Agreement renewing the 2005-2010 Collective Agreement.

The Employer and the OCFA agreed that the savings derived from the above changes were as follows:

- i) \$252,548 realized in Fiscal Year 1 of the cost savings (from April 1, 2012 to March 31, 2013)
- ii) \$296,813 realized in Fiscal Year 2 of the cost savings (from April 1, 2013 to March 31, 2014)
- iii) \$299,800 realized in Fiscal Year 3 of the cost savings and each Fiscal year thereafter (from April 1, 2014).

The Parties agree that the costs and cost savings in each of Fiscal Year 1, 2, 3 and each Fiscal year thereafter are salary sensitive and will be amended to reflect any negotiated general wage increases including any Economic Stability Dividend pursuant to the Memorandum of Understanding of the Common Agreement. Consequently, the general wage increases resulted in the following fund amounts:

- iv) Fiscal year 2013/14 - \$305,310
- v) Fiscal year 2014/15 - \$311,973

(b) Allocation of the Service Recognition on Retirement Allowance – Clause 30.3

The process for allocation of the Service Recognition on Retirement Allowance shall be as follows:

- 1) The deadline for submitting notice to retire is the last business day of December in each year.
- 2) Where the number of eligible employees for the Service Recognition on Retirement Allowance generates a cost that exceeds the available funding in a Fiscal year, the allowance will be granted to those employees with the greatest length of service with the College.
- 3) An employee or employees who retire, but who do not receive the allowance as a result of the demand exceeding the available funding, will have preference over all other applicants in the subsequent calendar year and will receive their Service Recognition on Retirement Allowance as a retiring allowance in the Fiscal year following the retirement.

- 4) Where the number of eligible employee retiring generates a cost that is less than the available funding in a Fiscal year, the excess funds will be dealt with according to section (c) below.

(c) Annual Reconciliation of Costs/Savings

- 1) The specific cost savings in each respective year (Fiscal Year 1, 2 and 3 and thereafter) outlined in (a) above will be allocated to fund a Service Recognition on Retirement Allowance for eligible employees within the OCFA who are retiring from the College.
- 2) In any Fiscal year, the value of the payments made pursuant to the Service Recognition on Retirement Allowance shall not exceed the value of the Service Recognition on Retirement Allowance fund available in that Fiscal year.
- 3) Given current provincial accounting rules, excess funds which are not utilized for the Service Recognition on Retirement Allowance cannot be carried forward from one Fiscal year to the next. These excess funds will be available for other employment-related initiatives for employees covered by the Collective Agreement in the Fiscal year in which the savings are generated.
- 4) The allocation of excess funds will be agreed to by the Employer and the OCFA by May 31st of each year. If the Parties are unable to agree on the allocation of excess funds, these funds will be distributed to employees within the OCFA in a manner and on a date mutually agreed to between the Parties.