

COLLECTIVE AGREEMENT

BETWEEN

OKANAGAN UNIVERSITY COLLEGE
(hereinafter called "OUC")
OF THE FIRST PART

AND

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

OF THE SECOND PART

July 1, 1995 to March 31, 1998

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WHEREAS Okanagan University 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, laboratory instructors, and distance education tutors for which the Association is certified to bargain, and librarians, counsellors, audiovisual coordinators, * recreation and athletic coordinators, social and cultural activity coordinators, social work field placement coordinators, educational technology coordinators, and Research Associates at Okanagan University College.

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

1. to encourage an effective teaching and learning atmosphere in Okanagan University College and to provide a high quality of education to the students of Okanagan University College while encouraging efficiency of operation;
2. to promote harmonious relations and settled conditions of employment between Okanagan University 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 University College Mission and Statement of Values, it being recognized that the Okanagan University 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 the 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

- 1.01 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 OUC and the Association to the benefit of both parties and the community OUC serves.
- 1.02 In the event that there is a conflict between this Agreement and any regulations made by OUC, this Agreement shall take precedence.
- 1.03 In the event that there is a conflict between this Agreement and provisions of provincial legislation, the latter shall take precedence.

ARTICLE 2 - TERM OF AGREEMENT

- 2.01 This Agreement, until changed by mutual consent of both parties hereto, shall be in force and effect from and after July 1, 1995, to and including March 31, 1998, 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

3.01 Union Membership and Dues Deduction

- (1) OUC shall inform new employees that a collective agreement between OUC and the Association is in effect, and of the conditions of employment set out in sections 3.01 (2) and 3.01 (5) dealing with Association security and dues checkoff. OUC shall give all new employees a copy of the current Agreement at the time of offer of appointment.
- (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) If an employee charges OUC with wrongful deduction of dues or levies as per section 3.01 (2), such charge shall be referred to the Association, and OUC shall be under no obligation to reimburse the employee.
- (4) OUC 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.
- (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.

3.02 Representation

No employee or group of employees shall undertake to represent the Association at meetings with OUC, the OUC President, or their designates, without the proper authorization of the Association. To implement this, the Association shall supply OUC with the names of its officers and their Association functions. OUC 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.

3.03 Strike at OUC Premises

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

3.04 Access to Association Office

In the event that OUC locks-out the Association or any members of the Association, or in the event that the Association strikes, OUC agrees that it will in no way restrict

orderly access to and use of the premises during the period of such lock-out or strike. This access shall be limited to the Executive of the Association and persons designated by the Executive of the Association, to a maximum of forty persons for the purpose of conducting Association business.

ARTICLE 4 - TIME OFF FOR MEETINGS AND ASSOCIATION BUSINESS

- 4.01 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 OUC officers and/or agents. OUC shall assist the employee in making satisfactory arrangements to cover his or her instructional or assigned duties as required by attendance at such meetings.
- 4.02 Provided permission is granted by the designated supervisor and arrangements can be made for covering duties, employees shall be given time off to attend to Association business.
- 4.03 Employees shall be given time off without loss of salary or benefits in order to appear, when required, before an arbitration board or a Labour Relations Board panel.
- 4.04 (1) OUC 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 OUC 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. The total workload for these releases shall not exceed four full workloads as defined in Article 14.
- (2) OUC 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 the OUC and the Association.
- (3) OUC shall pay the salary and benefits accruing to such employee(s) referred to in section 4.04 (1) and (2) during the period of the specified leave. The Association shall pay to the OUC the actual salary, benefits, recruitment and relocation costs for those employees identified by the department that are consequences of the release.
- (4) 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.

ARTICLE 5 - EMPLOYEE RIGHTS

5.01 No Discrimination

There shall be no discrimination based on the grounds as set out in Section 8 of the Human Rights Act of British Columbia.

Further, OUC and its agents agree that there shall be no discrimination, interference, restriction or coercion exercised or practised 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 OUC.

5.02 Sexual and Personal Harassment

(1) OUC and the Association recognize the right of all employees to work in an environment free from sexual harassment. OUC, in cooperation with the Association, will promote a work environment that is free from harassment where all employees are treated with respect and dignity.

5.02 (2) Definition of Sexual Harassment

- (i) Sexual harassment is one form of discrimination and is defined as any unwanted sexual attention, sexual solicitation, or other sexually oriented remarks or behaviour made by a person or a group who knows or ought reasonably to know that such attention or solicitation is unwanted.
 - (a) When submission to sexual activity becomes either explicitly or implicitly a term or condition of employment or in return for being hired or receiving promotions or other employment benefits.
 - (b) When submission to or rejection of such conduct is used as a basis for employment or educational decisions.
 - (c) When such conduct has the purpose or effect of interfering with an individual's employment, ability to study or academic performance.
 - (d) When such conduct creates an intimidating, hostile or offensive working environment for employees and/or students.
- (ii) Sexual harassment may occur between people, both individually and in groups, of the same or different status within the University College community, and both women and men may be the subject of harassment by members of either sex. Thus, sexual harassment may occur in a variety of ways; for example, harassment of a student by a student, or of an employee by an employee, or of a student by an employee, or of an employee by a student. Behaviour not directed toward soliciting sexual activity may also be considered sexual harassment. Such behaviours include but are not limited to:
 - (a) inappropriate sexually suggestive language, innuendos, jokes, body language, leering, unwanted touching,
 - (b) persistent unwanted questions or comments of a sexual nature.,
 - (c) inappropriate display of sexual pictures or materials,
 - (d) physical threat, physical assault, and physical intimidation, including unwanted touching.
- (iii) While sexual harassment may occur around the study of topics of a sexual nature within curriculum, the curriculum itself is not considered

sexual harassment.

(3) Definition of Personal Harassment

(i) 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.

(ii) 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;

5.02 (3) (ii) (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.

(4) Process

(i) Employees may process complaints about harassment through the grievance procedure according to Article 23 subject to the following changes:

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

(b) Association representatives in the course of investigating a complaint of harassment and OUC 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;

(c) 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.

(d) 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;

(e) 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.

- (f) Nothing in this clause is intended to preclude any employee from following any alternative complaint procedure including those outlined in the OUC Principles and Procedures on Sexual Harassment complaints document or the B.C. Human Rights Code or from initiating any other proceedings in law.

5.03 Academic Freedom

OUC shall maintain the 1989/90 policy on academic freedom and shall publish such policy in the appropriate handbooks. This policy shall apply to all members of the bargaining unit. Any changes in the policy shall be subject to discussions and agreement between OUC and the Association.

5.04 Personnel File

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

ARTICLE 6 - COPYRIGHT AND PATENT

6.01 Copyright

Copyrightable material, as used in Article 6 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.

6.02 Copyright Ownership

- (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 6.02(2) and 6.02(3).
- (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 OUC 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. OUC shall have the right in perpetuity to use, free of charge, for research or for any of its education programs such copyrighted material.
- (3) When one or more employees:

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

the copyright to such copyrightable material shall be retained by OUC. 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.

(4) When OUC has the rights to the copyright, and OUC 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 6.02 (2) shall apply.

(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.

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

6.03 Copyright Expenses

(1) Where the employee(s) retains the copyright under section 6.02 (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.

(2) Where the copyright remains with the employee(s) under section 6.02 (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 OUC until such time as the costs of OUC's direct support of the costs of production have been met.

(3) Where OUC retains the copyright under section 6.02 (3), if OUC chooses to register the copyright and to exploit the copyrightable material, copyright expenses shall be borne by OUC.

(4) The expenses referred to in clauses 6.02 and 6.03 which may be referred to in calculating direct support shall include such costs as:

- (i) 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 OUC time the employees spent in developing the copyrightable material;
- (ii) costs of benefits directly related to the salary amounts in (i);

- (iii) other direct compensation costs such as overtime;
- (iv) pro rata share of major production costs such as any special equipment leased or purchased, and major materials costs;
- (v) specific marketing costs.

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

6.04 Copyright Proceeds

- (1) Where the employee(s) holds the copyright, the employee(s) shall be entitled to any and all royalties derived from such copyright.
- (2) Where OUC holds the copyright, OUC shall weigh the employee(s) contribution to the copyright in a just and reasonable manner and allocate up to a maximum of 50% of royalties to the employee(s).

6.05 Copyright Warranty

In accordance with Article 7 (Indemnity), the employee(s) who are the author(s) of any work, whose copyright is vested in OUC, shall sign a warranty that the work is original and that, to the best of their knowledge, it does not violate any existing copyright.

6.06 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.

- (1) OUC agrees that employees have the unqualified right to publish their inventions, improvements, designs or developments and, except as noted in section 6.06 (3), OUC 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).
- (2) Where the activities are a part of work performed for which OUC is not paying the employee from any source and no OUC 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 6.06 (3), shall be entitled to all the proceeds therefrom.

(3) Where

- (i) one or more employees have been hired (full or part-time) in an appointment to create and produce a specific, tangible product for OUC, or

- (ii) where an invention, improvement, design or development was made by an employee(s) with the use of the OUC funds, personnel or equipment,

the employee(s) shall sign an Agreement with OUC before an application for patent is filed. Such Agreement shall provide that OUC shall assign all its right, title and interest in the invention, improvement, design or development to the employee(s), subject to OUC 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.

6.07 Patent Application

- (1) Employees agree to disclose the existence of any patent applications to OUC 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 OUC funds, personnel or equipment. Within one (1) month of receipt of the statement of the employee(s), OUC 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 23 (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 OUC maintains its rights under this Article until such disclosure is made. Failure by OUC to challenge the assertion of the employee(s) within one (1) month shall constitute a waiver of any rights which OUC may have with respect to the invention, improvement, design or development.
- 6.07 (2) Where an employee decided 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 OUC patenting, producing or marketing the invention, improvement, design or development, before an application for patent is filed by OUC, OUC 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 OUC subject to OUC and the employee(s) sharing equally in the "net proceeds" derived therefrom.
- (3) Employees shall grant to OUC a non-exclusive royalty-free, irrevocable, indivisible, and non-transferable right to use solely for OUC's internal use any patented device, equipment or process when such device, equipment or process has been invented with the use of OUC's funds, personnel or equipment. Such right, however, shall not include the right to transfer or exploit any product or process.
- (4) Without mutual agreement, the name of OUC shall not be used in connection with any invention, improvement, design or development in which OUC has no interest without mutual agreement.
- 6.08 For the purpose of interpreting clauses 6.06 and 6.07, payment of regular salary and fringe benefits shall not be construed as use of the OUC's funds unless the employee(s) was appointed pursuant to subsection 6.06 (3) (i).

- 6.09 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 OUC is to share in the profits that Agreement shall protect OUC's right to its proportionate share. In the absence of agreement, the matter shall be settled by arbitration as detailed in Article 23 (Grievance Procedure).

ARTICLE 7 - INDEMNITY

- 7.01 OUC shall maintain, for its own benefit and, to the extent it does so, for the benefit of the Association and its members:

(1) Self-Insured Comprehensive General Liability Coverage under the University, College and Institute Protection Program, including the extension of general liability coverage thereunder to employees to the extent liability arises from activities in connection with OUC; or

(2) such similar general liability insurance as it may obtain from time to time.

- 7.02 To the extent that such coverage is available, OUC shall:

(1) exempt and save harmless each current and former employee from any liability action arising from the proper performance of duties for OUC, and

(2) assume all costs, legal fees and other expenses arising from any such action.

ARTICLE 8 - RIGHTS OF MANAGEMENT

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

ARTICLE 9 - DEFINITIONS OF EMPLOYEE CLASSIFICATIONS

- 9.01 An employee is any person engaged by OUC who has reported for duty as a full-time or part-time college professor, laboratory instructor, or distance education tutor for which the Association is certified to bargain, and full-time or part-time librarians, counsellors, audiovisual coordinators, * recreation and athletic coordinators, social and cultural activity coordinators, social work field placement coordinators, educational technology coordinators, research associates or any other person who holds a position for which the Association is certified to bargain.

- 9.02 Employees may be employed in the following classifications:

- (1) College Professor

A full-time 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 or a part-time employee who has mastered a body of knowledge adequate for him or her to teach the specific courses for which he or she has been given an appointment.

(2) Laboratory Instructor

An employee who is qualified to develop and teach laboratory courses in practical skills and techniques and who assists college professors in teaching such courses. The preferred minimum qualification for a laboratory instructor is a Bachelor's degree or equivalent educational and practical experience in the area of specialization.

(3) Librarian

A full-time 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, or a part-time employee who is qualified in library science. The preferred minimum qualification is a Master's degree in library science.

(4) Counsellor

An employee who is qualified in counselling. The preferred minimum qualification is a Master's degree in career, educational, and/or personal counselling.

(5) Audiovisual Coordinator

An employee who is qualified in audiovisual techniques and procedures. The preferred minimum qualification is a degree specializing in the use of audiovisual techniques and procedures in education.

*

(6) Recreation and Athletic Coordinator

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

(7) Social and Cultural Activity Coordinator

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

9.02 (8) Distance Education Tutor

An employee who has mastered a body of knowledge adequate for him or her to prepare for and provide tutorial services for the specific distance education courses for which he or she has been given an appointment.

(9) Research Associate

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

(10) Social Work Field Placement Coordinator

An employee who is qualified to develop and maintain social work field practice sites and orient and train field placement supervisors. The preferred

minimum qualification is a Master's degree in social work.

(11) Educational Technology Coordinator

An employee who is qualified to assist faculty throughout OUC in the instructional design, delivery and evaluation of courses using educational technology. The preferred minimum qualification is a Master's degree.

9.03 (1) When OUC 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, OUC shall consult with the Association to determine whether or not that position ought to be included as a new classification in this Agreement.

(2)(i) For the purposes of this Agreement, the term "area" refers to any of the following:

Anthropology, Archaeology, Audiovisual, Biology, Business Administration, Chemistry, Civil Engineering Technology, Computer Science, Comparative Religion, Counselling, Economics, Education (Elementary), Education Technology, Electronic Engineering Technology, English, Fine Arts, French, Freshwater Science, Geography, Geology, German, History, Library, Japanese, Mathematics, Mechanical Engineering Technology, Music, Nursing, Philosophy, Physics, Political Science, Psychology, Remedial English, Social Work, Sociology, Spanish, Student Affairs, Water Quality Technology, Women's Studies.

(II) A reduction in the number of continuing positions in a related area shall not be required as a result of cross-teaching assigned to employees in the area of Freshwater Science or Women's Studies. Should a reduction in the number of continuing positions in a related area occur, employees in the areas of Freshwater Science or Women's Studies shall not be assigned cross-teaching in a related area while any rights of recall are in effect. "Cross teaching" occurs when an employee assigned to one area receives a teaching assignment which includes a course from another area.

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

(4) Notwithstanding clause 20.03, and upon agreement of the employee, appropriate Department Chairs, and OUC, an employee in one classification may be assigned certain duties which would normally be considered as falling within a different classification, provided that such assignment of duties from within that different classification does not violate the terms of this Agreement.

ARTICLE 10 - SELECTION OF EMPLOYEES

10.01 Vacancies

OUC shall determine, in consultation with the continuing employees in the appropriate instructional, library, counselling, audiovisual or student affairs areas, the need for new employees and the qualifications for positions covered by this Agreement. Degree completion instructional positions shall be designated as such.

10.02 Selection: Open Competition

- (1) The selection process outlined below shall be initiated for all positions except for:
 - (i) short-term temporary or short-term part-time term positions in a clearly defined emergency situation in accordance with clause 10.03, or
 - (ii) sessional and temporary positions in accordance with clause 10.04, or
 - (iii) in cases where right of first refusal applies as in clause 10.05, or
 - (iv) renewal of appointment in accordance with clause 10.06 and 14.10(3), or
 - (v) the appointment of research associates in accordance with clause 10.07.
 - (2) Posting and Advertising
 - (i) Positions shall be advertised externally when appropriate, as determined by consultation between the designated supervisor and the Department Chair.
 - (ii) Notice of all positions covered by this Agreement shall be posted at all centres, and locations to which employees are assigned.
 - (3) Selection Committees shall be established as follows:
 - (i) A selection committee shall consist of three employees on continuing appointment from the area including the Department Chair if appropriate, one employee on continuing appointment from a related area, one representative from the appropriate Okanagan University College student association, and at the discretion of OUC, the designated supervisor (or designate).
 - (ii) In an area with fewer than three employees on continuing appointment, a selection committee shall consist of all those area employees on continuing appointment plus a sufficient number of employees on continuing appointment from related areas (to constitute a total of four employees), one representative from the appropriate Okanagan University College student association, and at the discretion of OUC, the designated supervisor (or designate).
 - (iii) If appropriate, a selection committee may include the Centre Director. If the Centre Director is included, an additional area member may, at the discretion of the area, be included on the selection committee. If there are no more area members available, the representative may be from a related area.
 - (iv) A selection committee for a non-instructional position may include a Vocational Instructor on continuing appointment.
- 10.02 (3) (v) For the selection of new college professors for instructional positions designated as degree completion, the selection committee described in subsections 10.02(3)(i), (ii) and (iii) may additionally include up to two University representatives (a discipline representative or the relevant department head, and a faculty member from the department).

- (vi) The chair of a selection committee shall normally be the designated supervisor (or designate).
 - (vii) The designated supervisor (or designate) may relinquish the chair of the selection committee by appointing the Department Chair to chair the committee.
 - (viii) 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.
 - (ix) Representatives on selection committees shall be selected by the employees on continuing appointments in the appropriate area(s), or related areas where necessary, in collaboration with the designated supervisor.
 - (x) A selection committee for Education Technology Coordinator may include one additional representative from a related area and one additional vocational instructor on continuing appointment.
- (4) The selection process where selection committees are required shall be completed as follows:
- (i) Selection committees shall review all applications for a position, prepare a short-list, interview the short-listed candidates, and recommend to the OUC President the candidates for appointment in order of preference.
 - (ii) Selection committees shall base their recommendations on the criteria determined under clause 10.01.
 - (iii) 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.
 - (iv) 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, OUC 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, OUC shall inform the committee of its intentions and discuss its proposed appointment with the committee.
 - (v) Present full-time employees who apply for vacant positions for which they are qualified shall normally be placed on the short-list and interviewed in accordance with subsection 10.02(4)(i).
 - (vi) In accordance with clause 11.05, an employee in a temporary appointment which drives a conversion to a continuing position (see clause 11.07) shall be offered the position provided that the qualifications, abilities and experience of the faculty member are at least equal to those of the other applicants.

10.03 Selection: Clearly Defined Emergency Situation

- (1) Posting need not occur for a part-time term, replacement, or temporary position required as a result of a clearly defined emergency situation.
- (2) In such cases, the designated supervisor in collaboration with the Department Chair shall be responsible for recommending candidates to the OUC President.

10.04 Selection: Sessional and Temporary Positions Through Conversion

- (1) Posting need not occur for sessional positions created under clause 11.03.
- (2) Posting need not occur for temporary positions created under clause 11.05.
- (3) Selection Committees shall be established as follows:

Selection Committees shall be selected by the employees on continuing appointments in the appropriate area(s), or related areas where necessary, in collaboration with the designated supervisor and shall consist of three employees on continuing appointment from the area, including the Department Chair if appropriate. In an area with fewer than three employees on continuing appointment, a selection committee shall include members from related areas to constitute a representation of three.

10.05 Selection: Right of First Refusal

- (1) Posting need not occur for the renewal of a part-time term, replacement, or temporary position required under the provisions of this clause.
- (2) The designated supervisor and/or the Department Chair shall secure from OUC a list of employees with right of first refusal in the relevant area. In accordance with the provisions of right of first refusal, the designated supervisor in collaboration with the Department Chair shall determine if the position is to be filled by an employee with right of first refusal.
- (3) Provisions for Right of First Refusal

(i) Subject to section 11.06(2) an employee who has held a temporary or replacement appointment or any combination thereof, for any four semesters during any three consecutive calendar or college years (July 1 - June 30), and who has not been evaluated unfavourably by OUC shall have the right of first refusal for a similar temporary or replacement appointment should such an appointment become available thereafter. The Department Chair, in collaboration with the designated supervisor, shall determine if the available position is sufficiently similar to permit right of first refusal. This right of first refusal shall apply at all OUC centres or locations where the employee has held a similar temporary or replacement appointment and shall be retained provided a minimum of one one-semester temporary or replacement appointment is held in such subsequent college year thereafter, except as provided in subsection 10.05(3)(iv). In the event that more than one former temporary or replacement employee is eligible for right of first refusal for a given appointment, the appointment shall be offered to the former temporary or replacement employee with the greater seniority (see clause 19.02).

- 10.05 (3) (ii) With the exception of a Distance Education Tutor, an employee who has

held part-time term, temporary or replacement appointments or any combination thereof for four consecutive Fall semesters, or four consecutive Winter semesters, or any four semesters during any three consecutive calendar or college years, and who has not been evaluated unfavourably by OUC shall have the right of first refusal for a similar part-time term appointment should such appointment become available thereafter. The Department Chair, in collaboration with the designated supervisor, shall determine if the available position is sufficiently similar to permit right of first refusal. This right of first refusal shall apply at all OUC centres or locations where the employee has held a similar appointment and shall be retained provided a minimum of one one-semester similar appointment is held in each subsequent college year thereafter, except as provided in subsection 10.05(3)(iv). In the event that more than one former employee is eligible for right of first refusal for a given appointment, the appointment shall be offered to the former part-time term, temporary or replacement employee with the greater seniority (see clauses 19.02 and 19.04)

- (iii) For right of first refusal for non-instructional classifications, a part-time term employee shall have held part-time term appointments of lengths and frequencies equivalent to the semester appointments described in subsections 10.05(3)(i) and (ii).
- (iv) An employee who has right of first refusal may, for educational reasons or in special circumstances, apply to the OUC President, or his or her designate, to retain their right of first refusal for one college year without an appointment in that year. Applications shall normally be submitted to OUC prior to July 1st of any given year.
- (v) The acquisition and maintenance of right of first refusal shall not extend beyond the age of 65.

10.06 Selection: Renewal of Part-time Term, Replacement or Temporary Appointment

- (1) Posting need not occur for a part-time term, replacement, or temporary appointment when that appointment occurs through renewal of a current employee in accordance with the following:
 - (i) the employee has given satisfactory service,
 - (ii) the Department Chair is in agreement, and
 - (iii) the renewal does not make the employee eligible for right of first refusal.
- (2) Provided that section 10.06(1) is met, the designated supervisor in collaboration with the Department Chair shall be responsible for recommending candidates to the OUC President.

10.07 Selection: Research Associate

- (1) Solely for purposes of research associate appointments, the selection process shall be the determination of the grantee in consultation with OUC.

10.08 Secondment

- (1) Secondment is a full-time leave from a position covered by this Collective

Agreement to a position within OUC not covered by this Agreement.

10.08 (2) An employee on continuing appointment having held a position covered by this Agreement and having subsequently been seconded by OUC, shall be entitled to return to the original position on the agreed date, or earlier by mutual agreement between the employee and OUC if the original position is vacant.

(3) Notwithstanding the provisions of this article, employees on secondment waive access to the benefits, terms and conditions of this Collective 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.

10.09 An OUC administrative officer who has held a continuing administrative appointment for at least five years and holds one of the following positions: instructional administrative officer, Centre Director, or Director of the Library may fill, in any category covered by this Agreement, a vacant position which is covered by this Agreement and for which he or she is qualified. The employee's suitability for the position shall be assessed by a Selection Committee. The employee shall be placed on the seniority list for his or her area junior to all other employees on that list.

10.10 Transfer

An employee on a continuing appointment may request a transfer to fill a new or vacant position within his or her area and within his or her classification at another College centre; such transfer shall normally be granted without external advertisement or reference to a selection committee. College professors requesting to transfer to a degree completion position that includes third and/or fourth year University courses shall be granted the transfer contingent upon the work assignment being approved in accordance with section 14.15(5).

10.11 Dean or President Application for Attached Faculty Appointment As College Professor

(1) A full-time, continuing position as a college professor in a designated area shall be available to a Dean or President.

(2) Selection for Incumbent Dean(s) or President

(i) A selection committee shall be established in accordance with clause 10.02 at the time an incumbent Dean advises the OUC President or an incumbent President advises the OUC Board of his or her intent to apply for an attached appointment of college professor.

(ii) The selection committee shall base their recommendation on the criteria determined under clause 10.01 provided:

(a) the educational plan includes work for which the Dean or President is qualified;

(b) the educational plan is not denied by the Dean or President being hired in the faculty position;

(c) the Dean or President meets the qualifications for a college professor appointment in the designated area.

(iii) Selection committees shall advise of the suitability of the incumbent

Dean or President for an attached appointment of college professor to the President in the case of the incumbent Dean, or the OUC Board in the case of the incumbent President.

- 10.11 (2) (iv) If the selection committee deems the incumbent Dean or President to be unsuitable for a college professor appointment, or if the educational plan would be denied by the hire, the committee shall forward the reason to the OUC President or OUC Board, as the case may be, within three days of the faculty selection committee meeting and the incumbent Dean or President shall not be placed on the seniority list for that area.
- (3) **Selection for New Deans or President**
- (i) The designated candidates for the position of Dean or President shall be interviewed for a college professor appointment and the candidates' suitabilities shall be assessed by a faculty selection committee established in accordance with clause 10.02.
- (ii) The selection committee shall base their recommendation on the criteria determined under clause 10.01 provided:
- (a) the educational plan includes work for which the candidate is qualified;
- (b) the educational plan is not denied by the candidate being hired in the college professor appointment;
- (c) the candidate meets the qualifications for a college professor appointment in the designated area.
- (iii) Selection Committees shall submit their recommendations of the suitability of the candidate for an attached appointment of college professor to the President, in the case of a new Dean, or the OUC Board in the case of a new President..
- (iv) If the selection committee deems the candidate(s) to be unsuitable for a college professor appointment, or if the educational plan is denied, the committee shall forward the reason to the administrative selection committee in the case of a new Dean, or the OUC Board in the case of a new President within three (3) days of the interviews and the Dean or President shall not be placed on the seniority list for that area.
- (4) When a college professor receives an appointment as Dean in accordance with clause 10.11(2) the continuing position of college professor shall be filled with a new appointee on a continuing appointment, provided that there is a need for the position.

ARTICLE 11 - APPOINTMENT OF EMPLOYEES

11.01 Appointment Categories

With the exception of research associates (see section 11.01(6)), employees shall be appointed to one of the following categories:

Part-Time Term Appointment, Sessional Appointment, Temporary Appointment, Replacement Appointment, Continuing Appointment.

(1) Part-Time Term Appointment

A part-time term appointment is an appointment to a position for a specified period of twelve months or less in which the assigned workload is consistent with the part-time term limits specified in Article 14.

11.01 (2) Sessional Appointment

- (i) A sessional appointment as a college professor or laboratory instructor is a recurring appointment for a period of at least 36 continuous weeks each college year in which the assigned workload can range from part-time to full-time in a manner consistent with the provisions of Article 14.
- (ii) A sessional appointment in a non-instructional classification is a recurring appointment for a period of at least 26 weeks each college year of at least 2 - 13 consecutive week periods in which the assigned workload can range from part-time to full-time in a manner consistent with the provisions of Article 14.
- (iii) The initial two years of the sessional appointment shall be a probationary period.
- (iv) The probationary period shall be extended by the length of time spent on leave unrelated to his or her OUC duties in excess of one month during a teaching period for a college professor, or laboratory instructor, or in excess of one month for any period for other classifications.
- (v) OUC shall notify employees normally at least three months, but not less than two months, prior to the expiration of their probationary period indicating that either the probationary period has been successfully completed, or that the probationary period has not been successfully completed and the appointment shall be terminated. In the latter case the reason for termination shall be stated in the written notice. An employee who does not receive such notice within the period specified shall be deemed to have successfully completed the probationary period.
- (vi) Notwithstanding subsection 11.01(2)(v) and with the exception of clause 22.04, if OUC finds an employee unsuitable for employment prior to the expiration of the probationary period, OUC may terminate the appointment with at least one month's written notice. This notice shall state the reason for the termination.
- (vii) If an employee on a full-time sessional appointment is subsequently offered a continuing appointment, service in the sessional appointment shall count as credit to a maximum of one year toward the probationary period of a continuing appointment provided that at least one evaluation has taken place during the sessional appointment and the sessional appointment was full-time for the preceding college year.

(3) Temporary Appointment

- (i) A temporary appointment is a full-time appointment to a position for a

specified period of 12 months or less.

- (ii) If an employee on temporary appointment is subsequently offered a continuing appointment, service in the temporary appointment shall count as credit to a maximum of one year toward the probationary period of a continuing appointment provided that at least one evaluation has taken place during the temporary appointment.
- (iii) An employee on a temporary appointment who has gained that appointment in accordance with clause 11.05 shall retain the rights of a sessional appointment employee.

11.01 (4) Replacement Appointment

- (i) A replacement appointment is a full-time appointment to a position made vacant as a result of a leave of a full-time employee and shall not exceed the term of the leave of the full-time employee being replaced.
- (ii) If an employee on replacement appointment is subsequently offered a continuing appointment, service in the replacement appointment shall count as credit to a maximum of one year toward the probationary period of a continuing appointment provided that at least one evaluation has taken place during the replacement appointment.
- (iii) An employee on a sessional appointment who receives a replacement appointment shall retain the rights of a sessional appointment employee.

(5) Continuing Appointment

- (i) A continuing appointment is an appointment without term to a full-time position.
- (ii) For an employee whose date of commencement of employment to a continuing appointment in a degree completion instructional position is September 22, 1990, or thereafter, the initial four years of the continuing appointment shall be a probationary period. At the discretion of OUC, this probationary period may be less than four years.
- (iii) For an employee with a continuing appointment to other than a degree completion instructional position, the initial two years of the continuing appointment shall be a probationary period.
- (iv) An employee hired for an instructional position other than a degree completion instructional position, who under mutual agreement is later assigned to a degree completion instructional position during the first four years of his or her continuing appointment, shall have the first four years of the continuing appointment as the probationary period. At the discretion of OUC this probationary period may be less than four years.
- (v) The probationary period shall be extended by the length of time spent on leave unrelated to his or her OUC duties in excess of one month during a teaching period for a college professor, or laboratory instructor, or in excess of one month for any period for other classifications.
- (vi) OUC shall notify employees normally at least three months but not less than two months prior to the expiration of their probationary period

indicating that either the probationary period has been successfully completed, or that the probationary period has not been successfully completed and the appointment shall be terminated. In the latter case the reason for termination shall be stated in the written notice. An employee who does not receive such notice within the period specified shall be deemed to have successfully completed the probationary period.

- (vii) Notwithstanding subsection 11.01 (5) (vi) and with the exception of clause 22.04, if OUC finds an employee unsuitable for employment prior to the expiration of the probationary period, OUC may terminate the appointment with at least one month's written notice. This notice shall state the reason for the termination.
- 11.01 (5) (viii) A Dean or President who assumes a position of college professor in accordance with clause 10.11 shall subsequently fulfil the normal probationary requirements for the college professor appointment. A Dean or President who was a college professor at Okanagan University College before becoming a Dean or President shall not have to repeat a probationary period for the college professor appointment, provided a probationary period as college professor was completed previously.
- (6) Research Associate

Research associates shall be a term appointment not to exceed the term of the research project. This appointment shall not contribute toward the probationary period for any subsequent employment.
- (7) Attached Appointment as College Professor
 - (i) A Dean or President who wishes to assume the position of college professor shall advise OUC, in writing, no later than July 1st of the calendar year preceding the calendar year in which the change will take place.
 - (ii) A Dean or President who wishes to assume the position of college professor at the end of the college year shall have five years service with OUC as a Dean or President prior to assuming the college professor position.
 - (III) The effective date of the change will be July 1st of any given year.

11.02 Appointment Process

- (1) (i) With the exception of section 11.02 (3) and (7), a candidate for appointment shall be sent two copies of the appointment form signed by the OUC President, or his or her designate. The appointment form shall be an offer of an OUC appointment to the candidate. Along with the appointment form a candidate for appointment shall be sent a copy of this Agreement.
- (ii) OUC shall be in receipt of a signed offer of appointment indicating the employee's acceptance of the offer prior to the commencement of employment, except in exceptional circumstances in which case OUC shall notify the Association of the circumstance.
- (2) The offer of appointment to a part-time term and sessional position shall include

the salary; area, designated supervisor, assigned OUC centre(s) or location(s), length of the appointment, and for college professors and laboratory instructors shall also include the assigned course(s), the number of sections of each course and whenever possible the meeting times for each section.

- (3) Employees on sessional appointments, subsequent to the initial appointment, shall receive a letter from the designated supervisor whenever possible by May 31 outlining their assignment and salary for the next college year. If no letter has been received by May 31, employees on sessional appointments shall commence their assignment on the Monday of the week prior to the commencement of the Fall semester, unless mutually agreed otherwise among the employee, the Department Chair, and the designated supervisor.
- (4) The offer of appointment to a continuing, temporary or replacement position shall include the salary, area, designated supervisor, assigned OUC centre(s) or location(s) and length of the appointment.
- 11.02 (5) OUC shall require each candidate to sign the appointment form indicating his or her acceptance of the conditions of his or her appointment and his or her acceptance of the conditions of this Agreement, provided that such appointment form shall not in any way be contrary to, vary or alter the terms of this Agreement.
- (6) Upon signing and returning one copy of the appointment form to the Employee Relations Office within the time limit specified on the appointment form, a candidate shall be deemed to have accepted employment under the terms of this Agreement. Any candidate who fails to accept an offer of appointment within the time specified on the appointment form shall be deemed to have rejected OUC's offer of appointment, and OUC shall be entitled to consider the position still open.
- (7) A short-term temporary or short-term part-time term college professor or laboratory instructor appointed in a clearly defined emergency (in accordance with section 10.02 (1) and clause 10.03) shall be sent a letter confirming the appointment and the salary.
- (8) Any notice required to be given by OUC to an employee or former employee shall be deemed to be validly given if mailed to the last address given by the employee or former employee to OUC as his or her regular mailing address.

11.03 Creation of converted Sessional Position

- (1) A Sessional position shall be created in the college year following the college year in which:
 - (i) A college professor on a part-time term appointment with at least one course right of first refusal has at least a two section assignment per semester for the current college year, or
 - (ii) A laboratory instructor on a part-time term appointment with at least one course right of first refusal has at least a 17.5 equivalent hour assignment per week per semester for the current college year, or
 - (iii) An employee on a part-time term appointment in a non-instructional classification with right of first refusal has at least a 50% workload assignment for a period of at least 26 weeks for the current college year

of at least two thirteen consecutive week periods, and

- (iv) An employee referred to in subsections 11.03(1)(i), (ii) or (iii) requests consideration for conversion to a sessional appointment within their classification and centre for the next college year. This request shall be in writing to the designated supervisor by February 28 of the current year.
 - (v) The designated supervisor, in consultation with the area, determines that, a minimum sessional workload is available in accordance with the educational and/or budget plan any time prior to September 15th for the next college year.
- (2) If the conditions in section 11.03(1) are met, the designated supervisor shall create a selection committee under section 10.04(3). This selection committee shall determine if the employee's performance is satisfactory and the employee has the required qualifications. For sessional appointments in instructional areas, selection committees shall also determine if the applicant is qualified to teach at least two courses in the area.
 - (3) Provided that the conditions in section 11.03(2) are met, the selection committee shall recommend the candidate to the OUC President.
 - (4) In the event that the selection committee under section 11.03(2) is unable to recommend the employee for a sessional position, OUC will not be required to create a sessional position.

11.04 Notwithstanding clause 11.03, OUC may create sessional positions in accordance with clause 10.01.

11.05 Creation of converted Temporary Position

- (1) A temporary position shall be created in the college year following the college year in which:
 - (i) A sessional appointment has accrued full-time work for both semesters, and
 - (ii) the non-continuing FTE pool as defined in Article 12 has been exceeded, and
 - (iii) the designated supervisor, in consultation with the area, determines that full-time work is available in accordance with the educational and/or budget plan any time prior to September 15th for the next college year.
- (2) Where OUC creates a temporary position in accordance with section 11.05(1), the temporary position shall be chosen by OUC from among the areas in which there was a full-time sessional appointment in the current college year. If there was more than one full-time sessional appointment in that area, the designated supervisor, in consultation with the area, shall determine which of the sessional appointments is to be converted.
- (3) The qualifications necessary for the temporary position created under section 11.05(1) shall be based on the general work assignment of the full-time sessional which drove the creation of the full-time temporary.

- (4) The designated supervisor shall create a selection committee under section 10.04(3). This selection committee shall determine if the employee's performance is satisfactory and the employee has the required qualifications.
 - (5) Provided that the conditions in section 11.05(4) are met, the selection committee shall recommend the candidate for appointment to the OUC President.
 - (6) In the event that the selection committee under section 11.05(4) is unable to recommend the candidate, OUC shall create a temporary position in accordance with clauses 10.01 and 12.04.
- 11.06 (1) Notwithstanding clause 11.05 OUC may create temporary positions in accordance with clause 10.01.
- (2) (i) An employee on a sessional appointment will have right of first refusal for a temporary or replacement position within their area and centre should such a position become available. A selection committee, created under section 10.04(3), shall determine if the employee has the required qualifications for the position. Provided the employee meets the qualifications the selection committee shall recommend the employee to the OUC President.
 - (ii) In the event that more than one employee on sessional appointment is qualified for the position the appointment shall be offered to the sessional employee with the greater seniority.
- 11.07 Creation of Continuing Positions
- (1) A continuing position shall be created in the college year following the college year in which:
 - (i) a temporary position has existed within a centre, area and classification for 4 consecutive semesters, and
- 11.07 (i) (ii) the educational plan provides full-time work in the following college year.
- The position shall be created and filled in the same area and classification as the temporary position which caused the position to be created.
- (2) The selection process in clause 10.02 shall be followed.
 - (3) If an employee on a temporary appointment as a result of clause 11.05 is unsuccessful in competing for the continuing position created in section 11.07(1) then that employee shall revert to a sessional appointment.
- 11.08 Notwithstanding clause 11.07, OUC may create a continuing position in accordance with clause 10.01
- 11.09 Shared Continuing Appointments
- (1) A shared continuing appointment is an appointment category used when the duties (see Article 14) normally associated with one full-time position and one employee on continuing appointment are voluntarily shared between two employees on continuing appointment. The specific arrangements for sharing the duties may vary from one situation to another, and may include sharing the normal full-time annual workload for part of the year on a full-time basis, or for

the entire year on a fractional basis.

- (2) After a minimum of three years of satisfactory service, two employees on continuing appointments within the same area and classification may jointly apply in writing to the OUC President to share one full-time position and to each hold a shared continuing appointment.
- (3) The OUC President shall normally approve the application provided that the employees making the application, the area(s) involved, and the designated supervisor agree that services to students and to OUC will not be adversely affected under the proposed arrangements.
- (4) Within 20 working days of the submission of the application, the OUC President shall inform the applicants in writing of his or her decision, and if the application is not approved, shall state in writing the reasons for non-approval. A decision to deny an application shall not be grievable.
- (5)
 - (i) Shared continuing appointments shall be granted for either a one year or two year trial period coinciding with a college year (July 1 - June 30). During this trial period, a temporary employee shall normally be appointed to cover duties vacated by the employees on the shared continuing appointments. A part-time term employee may be appointed provided arrangements satisfactory to the area and OUC are made. If no further application is made by the employees, the shared continuing appointments lapse at the end of the one year or two year period, whichever is appropriate, and both employees shall resume their full-time positions.
 - (ii) At least 60 working days prior to the expiration of the initial one or two year trial period of the shared continuing appointments, both employees may jointly apply in writing to the OUC President for shared continuing appointments of indefinite duration. The OUC President shall decide on the application within 40 working days of its receipt. If such application is approved, the resultant vacant position shall be filled with a continuing appointment in accordance with the selection procedure in Article 10 notwithstanding the reduction provisions of clause 20.03.
- (6)
 - (i) An employee on a shared continuing appointment shall retain his or her seniority placement in accordance with Article 19.
 - (ii) If the employment of an employee on a shared continuing appointment is terminated in accordance with Article 19 (Seniority) and clause 20.03 (Reduction), Appendix B and this article, the employee shall receive severance pay in accordance with Clause 20.03 on a pro rata basis.
- 11.09 (6)
 - (i) The two employees on shared continuing appointments are entitled to the salary provisions of a full-time continuing appointment at each employee's appropriate salary scale step on a pro rata basis.
 - (ii) An employee on a shared continuing appointment shall receive an annual salary incremental increase until the maximum salary for his or her classification is reached (see section 24.04 (1)).
 - (iii) An employee on a shared continuing appointment shall be eligible for an annual vacation (see clause 31.01) on a pro rata basis.

- (iv) If an employee on a shared continuing appointment wishes to receive health and welfare benefits specified in Article 27, the period of participation shall be a complete college year (July 1-June 30) or multiple thereof, and OUC shall contribute a pro rata share of the annual costs of these benefits and the employee shall pay the balance of the annual costs of these benefits.
- (v) For the purposes of Article 28, the pensionable service of an employee on a shared continuing appointment shall be calculated on a pro rata basis during the period in which the employee is on a shared continuing appointment.
- (vi) For an employee on a shared continuing appointment, sick leave benefits as specified in Article 33 shall be accumulated on a pro rata basis. Deductions from sick leave credits shall be in accordance with the specific arrangements for sharing duties (see section 11.09(1)).
- (vii) An employee on a shared continuing appointment shall continue to be eligible for benefits from the Professional Development fund, and the Scholarly Activity fund, on the same basis as for a full-time employee on a continuing appointment. OUC and employee contributions to the Professional Development fund shall be the same as that for a full-time employee on a continuing appointment.
- (viii) An employee on a shared continuing appointment shall be eligible for an extended study leave on a salary of 70% of his or her full salary scale step as specified in Article 42 of the Agreement with the exceptions that accumulated service to meet the eligibility requirements shall be accumulated on a pro rata basis, and arrangements satisfactory to the other employee, the area(s), and OUC are made.
- (8) An employee on a shared continuing appointment shall be counted on a pro rata basis in calculating the number of full-time equivalent members in an area.
- (9) Part-time and temporary appointments which cover the duties vacated by employees on shared continuing appointments, shall not count towards the non-continuing full-time equivalent pool defined in Article 12.

11.10 Conversion

Conversion of an employee's continuing appointment to a part-time term, sessional, temporary or replacement appointment may take place only under the provisions of Article 20.

ARTICLE 12 - Non-continuing Full-time Equivalent Pool

- 12.01 OUC may limit the creation of new temporary positions under clause 11.05 in order to maintain a minimum percentage of work done by part-time term and sessional appointments equal to 27.2% of the number of continuing positions. This minimum shall be referred to as the non-continuing FTE Pool excluding replacement work, and is calculated as in clause 12.02 *.
- 12.02 (1) The non-continuing full-time equivalent pool is calculated for each Fall semester as of the stable enrollment date, i.e., the Last Day for Late Registration and Course Changes. * Workload adjustment for scholarly activity in each semester

shall be considered to be one section. The percent used to derive the non-continuing FTE pool shall be based on the following * factors:

A = $\frac{\text{Total \# of PTT and Sessional College Professor sections}}{4}$

B = $\frac{\text{Total \# of PTT and Sessional Counsellor, Library, Coordinator Hrs}}{35}$

* C = $\frac{\text{Total \# of PTT and Sessional Lab Instructor sections}}{7}$

D = Total FTE replacement work

E = Total number of continuing positions

(2) Formula for calculating the percentage:

$$\frac{A + B + C - D}{E} = \text{Pool Percent age}$$

*

12.03 The number of temporary positions that will be created shall be the lesser of the number of full-time sessional in the current year and the whole number of FTE positions part-time term and sessional above the Pool. Exceptions would be where OUC reduces the overall work in the Pool and, therefore, avoids the creation of temporary positions.

ARTICLE 13 - SELECTION OF ADMINISTRATIVE STAFF

13.01 The selection and appointment of administrative staff is the responsibility of OUC.

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

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

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

ARTICLE 14 - DUTIES, RESPONSIBILITIES AND WORKLOADS

14.01 (1) (i) The duty period for employees on continuing appointments shall be 12 months less such time as is specified for vacation in this Agreement.

(ii) The duty period for a sessional appointment shall be a minimum of 36 continuous weeks and shall be as specified in the offer of appointment.

- (iii) The duty period for a part-time term, temporary, or replacement appointment shall be as specified in the offer of appointment.

14.02 College Professor - All Disciplines Other Than Nursing

- (1) (i) The role 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; student contact, student advising; evaluation of student work; other functions related to instruction; professional development; school visitations; participation on OUC committees; attendance at articulation meetings; representing OUC at other functions; administrative duties; and other duties as specified in this article.
- (ii) A college professor assigned to a degree completion instructional position, or whose teaching assignment includes at least one third and/or fourth year course, or who has been approved for a scholarly activity assignment under section 14.15(7) shall engage in scholarly activity.
- (2) 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.

14.02 (3) An instructional hour is defined as any of the following:

- (i) one hour scheduled in the course or program timetable for the primary purpose of direct instruction;
- (ii) two hours scheduled in the course or program timetable for a laboratory, seminar or similar activity in which the primary purpose is not direct instruction and where a laboratory instructor is provided;
- (iii) one hour scheduled in the course or program timetable for a laboratory, seminar or similar activity in which the primary purpose is not direct instruction and where a laboratory instructor is not provided;
- (iv) two hours of travel time when a full-time college professor from one OUC centre is required to carry out assigned duties in another OUC centre.
- (4) (i) With the exception of subsection 14.02 (4) (ii), the scheduled instructional load for a full-time college professor shall not exceed 18 instructional hours per week with a maximum of 16 hours per week of direct instruction, unless arrangements satisfactory to the college professor, the Department Chair, and the designated supervisor are made.

- 14.02 (4) (ii) The scheduled instructional load for a full-time college professor assigned to a degree completion instructional position, or whose teaching assignment includes at least one third and/or fourth-year course, or who has received a scholarly activity assignment under section 14.15(7) shall not exceed 14 instructional hours per week with a maximum of 12 hours per week of direct instruction (11 hours per week of direct instruction for any college professor whose assignment includes a laboratory, seminar or similar activity in which the primary purpose is not direct instruction in the subject matter of a OUC course or program), unless arrangements satisfactory to the college professor, the Department Chair, and the designated supervisor are made.

- (5) (i) With the exception of subsection 14.02 (5) (ii), the scheduled instructional load for a part-time college professor shall not exceed an average of 15.3 instructional hours per week per semester with a maximum average of 13.6 hours per week per semester of direct instruction.
- (ii) The scheduled instructional load for a part-time college professor teaching one or more third and/or fourth year courses shall not exceed an average of 11.9 instructional hours per week per semester with a maximum average of 10.2 hours per week per semester of direct instruction. For any college professor whose assignment includes a laboratory, seminar, or similar activity in which the primary purpose is not direct instruction in the subject matter of an OUC course or program, the maximum hours per week per semester shall be 9.4.
- (6) A Department Chair shall be credited with direct instructional hour(s) each week for the performance of duties specified in clause 18.05 and pursuant to conditions of Article 18.
- (7) A full-time college professor's scheduled instructional hour load shall be credited with one additional direct instructional hour for each three-credit hour course section assigned to the instructor in the evening schedule (courses which last at least two hours beyond 1900 hours), provided the instructor has assigned teaching duties in the regular day program which exceed three instructional hours per week.
- (8) A full-time college professor in the English Department assigned to coordinate service courses shall be credited with 3 direct instructional hours per week or 24 students per week for the performance of the following duties; liaison among the English Department, career/vocational programs, and workplace; and consulting with English department faculty who teach service courses.
- (9) (i) With the exception of subsection 14.02(9)(ii), the total assigned contact time in real hours for a full-time college professor shall not exceed 20 hours per week unless arrangements satisfactory to the college professor, the Department Chair, and the designated supervisor are made.
- (ii) The total assigned contact time in real hours for a full-time college professor assigned to a degree completion instructional position, or whose teaching assignment includes at least one-third and/or fourth-year course, shall not exceed 15 hours per week unless arrangements satisfactory to the college professor, the Department Chair and the designated supervisor are made.
- (10) (i) With the exception of subsection 14.02 (10) (ii), the total assigned contact time in real hours for a part-time college professor shall not exceed an average of 17 hours per week per semester.
- (ii) The total assigned contact time in real hours for a part-time college professor whose teaching assignment includes at least one third and/or fourth-year course(s) shall not exceed an average of 12.7 hours per week per semester.
- 14.02 (11) The total instructional duty period for a full-time college professor in any one college 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 24.01 (3).

- (12) A scheduled instructional load may be arrived at by different combinations of duty hours in different weeks, provided that the weekly average is not more than the maximum weekly load, and that arrangements satisfactory to the college professor, the Department Chair, and the designated supervisor are made.
- (13) Course Preparations
- (i) With the exception of subsection 14.02 (13) (iii) and at any given time, a full-time college professor shall be assigned no more than three three-credit hour course preparations or their equivalents. This limit may be exceeded if arrangements satisfactory to the college professor, the Department Chair, and designated supervisor are made.
 - (ii) A part-time college professor shall be assigned no more than three three-credit hour course preparations or their equivalents.
 - (iii) At any given time, a full-time college professor assigned to a degree completion instructional position, or whose work assignment includes at least one third and/or fourth-year course, or who has received a scholarly activity assignment under section 14.15(7) shall be assigned no more than two three-credit hour course preparations or their equivalents. This maximum may be three preparations provided the college professor's total student count does not exceed 85. These limits may be exceeded if arrangements satisfactory to the college professor, the Department Chair, and the designated supervisor are made.

14.02 (14) Student Contact Load

- (i) The student contact load is defined as the number of students registered as of the Last Day for Late Registration and Course Changes for the course lecture sections assigned to a college professor.
- (ii) With the exception of subsection 14.02 (14) (iv), the assigned student contact load for a full-time college professor excluding English college professors shall not exceed 145 students per week. The assigned student contact load for a full-time English college professor shall not exceed 135 students per week. These limits shall not be exceeded unless arrangements satisfactory to the college professor, the Department Chair, and the designated supervisor are made.
- (iii) With the exception of subsection 14.02 (14) (v), the assigned student contact load for a part-time college professor excluding English college professors shall not exceed an average of 123 students per week per semester. The assigned student contact load for a part-time English college professor shall not exceed an average of 115 students per week per semester.
- (iv) The assigned student contact load for a full-time college professor assigned to a degree completion instructional position or whose teaching assignment includes at least one third and/or fourth-year course or who has received a scholarly activity assignment under section 14.15(7) shall not exceed 110 students per week and 100 students per week if the

college professor is teaching first-year English. These limits shall not be exceeded unless arrangements satisfactory to the college professor, the Department Chair, and the designated supervisor are made.

- 14.02 (14) (v) The assigned student contact load for a part-time college professor whose teaching assignment includes at least one third and/or fourth year course and excluding English college professors shall not exceed an average of 94 students per week. The assigned student contact load for a part-time English college professor whose teaching assignment includes at least one third and/or fourth-year course shall not exceed 85 students per week.
- (vi) Education 787 - College professors shall receive 1.70 instructional hours credit for each student supervised in Education 787. A full workload during the practicum period will be 8 students.
- (vii) Education 387 - College Professors shall receive 1.25 instructional hours credit for each student supervised in Education 387. A full workload during the practicum period will be 11 students.
- (viii) For those courses in which the only instructional format is a laboratory, studio, practicum, tutorial, seminar and/or clinical session, the number of students registered in courses with one of these formats and assigned to the college professor shall be included in the student contact load.
- (ix) For laboratory sections of those courses where both lecture and laboratory formats are involved and where a laboratory instructor is provided and the college professor evaluates the students' work, an additional 0.5 count shall be included in the college professor's student contact load for each student so evaluated.
- (x) For a laboratory section where a laboratory instructor is not provided and where the student enrolment is greater than 20, an additional 0.5 count shall be included in the college professor's student contact load for each student in excess of 20, provided there is agreement between the instructional area and the designated supervisor.
- (15) (i) 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.
- (ii) Unless arrangements satisfactory to the college professor, the Department Chair, and the designated supervisor are made, a time span of 12 hours shall elapse between the end of assignment duties on a given day and the commencement of assigned duties on the following day when the time span of assigned duties on the given day exceeds 12 hours.
- (16) Provision of an appropriate number of scheduled office hours for student contact and for the performance of other assigned duties shall be the responsibility of the college professor.
- (17) The development of new programs and modes of delivery shall be part of a workload. If assigned, a college professor 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 Chair, and the designated supervisor are made. The amount of release time for the performance of such assigned responsibilities shall be mutually agreed.

14.03 Nursing College Professor

- (1) (i) The role of a nursing 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; student contact and advising; evaluation of student work; other functions related to instruction; professional development; school visitations; participation on OUC committees; attendance at articulation meetings; representing OUC at other functions; administrative duties; and other duties as specified in this article.
- (ii) A nursing college professor assigned to a degree completion instructional position, or whose teaching assignment includes at least one third and/or fourth year course, or who has been approved for a scholarly activity assignment under section 14.15(7) shall engage in scholarly activity.
- (ii) All courses in the diploma completion option up to and including bridge out are not considered third and/or fourth year courses.
- (2) The total assigned duty for a full-time nursing college professor shall not exceed 30 real hours per week, exclusive of time for meals and breaks.
- (3) (i) A contact hour is defined as follows:
 - (a) one hour in the course or program timetable for the purpose of direct or indirect instruction in the subject matter of a course or program;
 - (b) two hours of travel time when a full-time nursing college professor from one OUC centre is required to carry out assigned duties outside that OUC centre.
- (ii) With the exception of subsection 14.03(3)(iii), the scheduled instructional (including clinical) load for a full-time nursing college professor shall not exceed 23 contact hours per week, unless arrangements satisfactory to the nursing college professor, the Department Chair, and the designated supervisor are made.

- 14.03 (3) (iii) The scheduled instructional (including clinical) load for a full-time nursing college professor who has received a scholarly activity assignment under section 14.15(7) shall not exceed 17.75 contact hours per week, unless arrangements satisfactory to the nursing college professor, the Department Chair, and the designated supervisor are made.
- (iv) The scheduled instructional (including clinical) load for a part-time nursing college professor shall not exceed an average of 19.55 contact hours per week per semester.
 - (v) A scheduled instructional (including clinical) load may be arrived at by different combinations of duty hours in different weeks, provided that the weekly average is not more than the maximum weekly load, and

provided that arrangements satisfactory to the nursing college professor, the Department Chair, and the designated supervisor are made.

- (4) (i) The maximum workload for a full-time nursing college professor assigned to a degree completion instructional position, or whose teaching assignment includes at least one third and/or fourth year course, shall be:
 - (a) one section of one three-hour course of direct instruction with a maximum of 40 students,
 - (b) one section of one 1.5-hour course of direct instruction,
 - (c) one section of one six-hour course of indirect instruction which shall normally be comprised of five hours of clinical instruction and one hour of seminar. There shall be a maximum of 15 students per nursing college professor in this clinical/seminar component.
- (ii) These limits may be exceeded if arrangements satisfactory to the nursing college professor, the Department Chair if applicable, and the designated supervisor are made.
- (iii) The scheduled instructional load (including clinical) for a part-time nursing college professor teaching one or more third and/or fourth year courses shall not exceed an average of 9.0 contact hours per week per semester.
- (iv) The student contact load is defined as the number of students registered as of the Last Day for Late Registration and Course Changes for the course sections assigned to a nursing college professor.
- (5) When appropriate, a nursing college professor shall receive release time for the performance of a Chair's duties as specified in clause 18.05 and pursuant to conditions of Article 18.
- (6) A full-time nursing college professor's scheduled instructional hour load shall be credited with one additional direct instructional hour for each three-credit hour course section assigned to the instructor in the evening schedule, (courses which last at least two hours beyond 1900 hours) provided the instructor has assigned teaching duties in the regular day program which exceed three instructional hours per week.
- (7) The total instructional (including clinical) duty period for a full-time nursing college professor in any one college year shall not normally exceed 34 weeks except in the case of nursing college professors scheduled to teach in programs and courses which extend beyond 34 weeks. Nursing college professors assigned such instructional duties shall receive a stipend in accordance with section 24.01 (3).
- (8) Course Preparation for Nursing College Professors
 - (i) With the exception of subsection 14.03(8)(iii), at any given time a full-time nursing college professor shall normally be assigned no more than three different full semester nursing course preparations or their equivalents. This limit may be exceeded if arrangements satisfactory to

the nursing college professor, the Department Chair, and designated supervisor are made.

- (ii) At any time a part-time nursing college professor shall be assigned no more than three different full semester nursing course preparations or their equivalents.
- (iii) At any given time, a full-time nursing college professor who has received a scholarly activity assignment under section 14.15(7) shall be assigned no more than two different full semester nursing course preparations or their equivalent. This maxima may be three preparations provided the nursing college professor's total student count does not exceed 70. These limits may be exceeded if arrangements satisfactory to the nursing college professor, the Department Chair, and the designated supervisor are made.

(9) Student Contact Load for Nursing College Professors

- (i) The student contact load is defined as the number of students registered as of the Last Day for Late Registration and Course Changes for the course sections assigned to a nursing college professor.
- 14.03 (9) (ii) With the exception of subsection 14.03(9)(iii), the assigned student contact load for a full-time nursing college professor shall not exceed 120 students per week, unless arrangements satisfactory to the nursing college professor, the Department Chair, and the designated supervisor are made.
- (iii) The assigned student contact load for a full-time nursing college professor who has received a scholarly activity assignment under section 14.15(7) shall not exceed 90 students per week unless arrangements satisfactory to the nursing college professor, the Department Chair, and the designated supervisor are made.
 - (iv) The assigned student contact load for a part-time nursing college professor shall not exceed an average of 102 students per week per semester.
- (10) (i) The instructional duties for a full-time nursing 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.
- (ii) Unless arrangements satisfactory to the nursing college professor, the Department Chair, and the designated supervisor are made, a time span of 12 hours shall elapse between the end of assignment duties on a given day and the commencement of assigned duties on the following day when the time span of assigned duties on the given day exceeds 12 hours.
- (11) Provision of an appropriate number of scheduled office hours for student contact and for the performance of other assigned duties shall be the responsibility of the nursing college professor.
- (12) The development of new programs and modes of delivery shall be part of a

workload. If assigned, a nursing college professor 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 nursing college professor, the Department Chair, and the designated supervisor are made. The amount of release time for the performance of such assigned responsibilities shall be mutually agreed.

14.04 Laboratory Instructor

- (1) The role of a laboratory instructor may include all or any of the following: 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 laboratory period; preparation of introductory laboratory lecture; evaluation of student laboratory assignments; revision and development of existing laboratory courses, programs and/or new laboratories; preparation of materials for use in the laboratory; set-up and take-down of laboratory materials; preparation of time-tables; control of inventory; maintenance of equipment; ordering of materials; professional development; participation on OUC committees, and other ancillary functions related to the above. The assigned duties for a laboratory instructor are normally carried out under the general guidance of the Department Chair or his or her designate(s).
- (2) The total assigned duty for a full-time laboratory instructor shall not exceed 35 real hours per week, unless arrangements satisfactory to the laboratory instructor, the Department Chair, and designated supervisor are made.

- (3) An equivalent hour is defined as any of the following:

- (i) one hour scheduled in the course or program timetable for the purpose of laboratory supervision;
- (ii) one hour of laboratory set-up and take-down;

- 14.04 (3) (iii) the marking of laboratory assignments for 12 students enrolled in the course and assigned to the laboratory instructor as of the Last Day for Late Registration and Course Changes;
- (iv) two hours of travel time when a full-time laboratory instructor from one OUC centre is required to carry out assigned duties in another OUC centre.
- (4) The scheduled full-time laboratory instructor load shall not exceed 40 equivalent hours per week, unless arrangements satisfactory to the laboratory instructor, the Department Chair, and the designated supervisor are made.
- (5) The scheduled part-time laboratory instructor load shall not exceed an average of 34 equivalent hours per week per semester.
- (6) A laboratory instructor shall be credited with one equivalent hour for every scheduled hour that the laboratory instructor is assigned in the course or program.
- (7) A full-time laboratory instructor shall be credited with two equivalent hours each week for the performance of other duties as specified in section 14.04 (1).
- (8) A part-time laboratory instructor shall be credited with 0.25 equivalent hours for

general laboratory duties for each assigned laboratory section to a maximum average total of two equivalent hours per week per semester.

- (9) When appropriate, a laboratory instructor on continuing appointment shall be credited with additional equivalent hour(s) each week for the performance of Chair's duties as specified in clause 18.05 and pursuant to conditions of Article 18.
- (10) A full-time laboratory instructor's scheduled load shall be credited with one additional equivalent hour for each three-hour laboratory session assigned to the laboratory instructor in the evening schedule (courses which last at least two hours beyond 1900 hours) provided the laboratory instructor has assigned instructional duties in the regular day program which exceed one three-hour laboratory session per week.
- (11) A science laboratory instructor shall be credited with one equivalent hour for the set-up and take-down of each assigned laboratory section. A language laboratory instructor shall be credited with one equivalent hour for management of laboratory sections for each three hours of assigned laboratory time.
- (12) The total laboratory instructional load for a full-time laboratory instructor in any one college year shall not normally exceed 34 weeks except in the case of laboratory instructors scheduled to teach in programs and courses which extend beyond 34 weeks. Laboratory instructors assigned laboratory instructional duties in excess of 34 weeks shall receive a stipend in accordance with section 24.01 (3).
- (13)
 - (i) At least one-third of the total assigned duty hours for a full-time laboratory instructor shall be in laboratory supervision. The number of different assigned laboratory courses shall not exceed five unless arrangements satisfactory to the laboratory instructor, the Department Chair, and designated supervisor are made. The same laboratory course assigned at two or more centres shall be counted as two or more courses.
 - (ii) The number of different assigned laboratory courses for a part-time laboratory instructor shall not exceed five. The same laboratory course assigned at two or more centres shall be counted as two or more courses.
- 14.04 (14) For a full-time laboratory instructor, the assigned duties 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.
- (15) Unless arrangements satisfactory to the laboratory instructor, the Department Chair, and designated supervisor are made, a time span of 12 hours shall elapse between the end of assignment duties on a given day and the commencement of assigned duties on the following day when the time span of assigned duties on the given day exceeds 12 hours.
- (16) A scheduled instructional load for a part-time laboratory instructor may be arrived at by different combinations of duty hours in different weeks, provided that the weekly average per semester does not exceed 0.85 of a full scheduled load and provided that arrangements satisfactory to the laboratory instructor, the Department Chair, and designated supervisor are made.

14.05 Librarian

- (1) The role of a librarian may include all or any of the following: classification and cataloguing of books; researching and compiling bibliographies and collection guides; bibliographic orientation in the use of information resources; assisting staff and students in the accessing of materials and use of library resources and facilities; collection development; professional development; participation on OUC committees; other related librarian duties; and related administrative duties.
- (2)
 - (i) The total assigned duty time for a full-time librarian shall not exceed 35 hours per week unless arrangements satisfactory to the librarian, the area, and the designated supervisor are made. Such arrangements shall take the form of either overload remuneration (see clause 26.04) or compensatory time off (see section 14.05(3)).
 - (ii) The total assigned duty time for a part-time librarian shall be less than 29.75 hours per week.
- (3) If the arrangements referred to in subsection 14.05 (2) (i) take the form of compensatory time off, the following shall apply:
 - (i) Assigned duty hours in excess of 35 hours per week shall be banked on an hour-for-hour basis for the librarian for use as compensatory time off.
 - (ii) A librarian with accrued compensatory time off shall take such time under arrangements satisfactory to the librarian, the area, and the designated supervisor.
 - (iii) If compensatory time off is to be taken by a librarian, 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 26.04.

14.06 Counsellor

- (1) The role of a counsellor may include all or any of the following: personal and career counselling; course and program advising for individuals and groups of OUC students, school students, and members of the community; preparation and provision of career, course and program information for students and staff; other ancillary counselling and advisory functions; professional development; instructional assignments related to the counselling function; participation on OUC committees; and administrative duties.
- (2)
 - (i) The total assigned duty for a full-time counsellor shall not exceed 35 hours per week, unless arrangements satisfactory to the counsellor, the Department Chair, and the designated supervisor are made.

- 14.06 (2)
 - (ii) The total assigned duty for a part-time counsellor shall be less than 29.75 hours per week.
 - (iii) Duty hours shall be assigned to a counsellor for the performance of Chair's duties as specified in clause 18.05 and pursuant to conditions of Article 18.

14.07 Audiovisual Coordinator

- (1) The role of an audiovisual coordinator may include any or all of the following: assisting college professors and other OUC employees in the use of audiovisual materials; production or ordering of audiovisual materials and equipment; supervision of staff in the audiovisual service; professional development; preparation of reports; participation on OUC committees; administrative duties and assignments at the direction of the designated supervisor.
- (2)
 - (i) The total assigned duty for a full-time audiovisual coordinator shall not exceed 35 hours per week, unless arrangements satisfactory to the audiovisual coordinator and the designated supervisor are made.
 - (ii) The total assigned duty for a part-time audiovisual coordinator shall be less than 29.75 hours per week.

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14.08 Recreation and Athletic Coordinator

- (1) The role of a recreation and athletic coordinator may include any or all of the following: planning, promotion, and administration of recreational and/or athletic programs for students, including the supervision of organizers of such programs; and professional development.
- (2)
 - (i) The total assigned duty for a full-time recreation and athletic coordinator shall be 35 hours per week, unless arrangements satisfactory to the recreation and athletic coordinator, the area, and the designated supervisor are made. Such arrangements shall take the form of either overload remuneration (see clause 26.04) or compensatory time off (see section 14.08(3)).
 - (ii) The total assigned duty for a part-time recreational and athletic coordinator shall be less than 29.75 hours per week.
- (3) If the arrangements referred to in subsection 14.08 (2) (i) take the form of compensatory time off, the following shall apply:
 - (i) Assigned duty hours in excess of 35 hours per week shall be banked on an hour-for-hour basis for the recreation and athletic coordinator for use as compensatory time off.
 - (ii) A recreation and athletic coordinator with accrued compensatory time off shall take such time under arrangements satisfactory to the recreation and athletic coordinator, the area, and the designated supervisor.
 - (iii) If compensatory time off is to be taken by a recreation and athletic coordinator, 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 26.04.

14.09 Social and Cultural Activity Coordinator

- (1) The role of a social and cultural activity coordinator may include any or all of the following: planning, promotion, and administration of social and cultural programs for students, including the supervision of organizers of such programs; and professional development.

- (2) (i) The total assigned duty for a full-time social and cultural activity coordinator shall be 35 hours per week unless arrangements satisfactory to the social and cultural activity coordinator, the area, and the designated supervisor are made. Such arrangements shall take the form of either overload remuneration (see clause 26.04) or compensatory time off (see section 14.09(3)).
- (ii) The total assigned duty for a part-time social and cultural activity coordinator shall be less than 29.75 hours per week.
- (3) If the arrangements referred to in subsection 14.09 (2) (i) take the form of compensatory time off, the following shall apply:
 - (i) Assigned duty hours in excess of 35 hours per week shall be banked on an hour-for-hour basis for the social and cultural activity coordinator for use as compensatory time off.
 - (ii) A social and cultural activity coordinator with accrued compensatory time off shall take such time under arrangements satisfactory to the social and cultural activity coordinator, the area, and the designated supervisor.
 - (iii) If compensatory time off is to be taken by a social and cultural activity coordinator, 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 26.04.

14.10 Distance Education Tutor

- (1) The role of a distance education tutor may include all or any of the following: distance education course preparation; providing assistance and encouragement to students; monitoring student progress, evaluation of student work; provision of seminars or workshops when required by OUC; provision of office hours for individual contact with assigned students, usually by telephone; other duties related to the tutoring service as may be assigned by OUC; and professional development.
- (2) 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.
- (3) When OUC intends to offer a Distance Education course:
 - (i) the appropriate Chair shall be notified, and
 - (ii) the current full-time and sessional employees in the appropriate area shall have first right for the distance education tutor work for which they are qualified. If no current full-time or sessional employee claims the course, then it may be offered to previous Distance Education Tutors, provided they are qualified. In accordance with clause 25.01, previous refers to a Distance Education Tutor who has been employed within the previous two years.
- (4) Full-time and sessional employees shall not be assigned distance education tutor

work. Full-time and sessional employees may accept such work.

14.11 Social Work Field Placement Coordinator

- (1) The role of a social work field placement coordinator may include any or all of the following: planning for, developing and maintaining social work field practice sites; liaising with social work agencies and professional associations; providing orientation to social workers and agencies who accept social work students into field placements; assisting faculty and students in identifying suitable field placements; assisting in student recruitment through career fairs and liaison with schools; participating on OUC committees; professional development; and administrative duties.
 - (2)
 - (i) The total assigned duty for a full-time social work field placement coordinator shall be 35 hours per week, unless arrangements satisfactory to the social work field placement coordinator, the area, and the designated supervisor are made. Such arrangements shall take the form of either overload remuneration (see clause 26.04) or compensatory time off (see section 14.11 (3)).
 - (ii) The total assigned duty for a part-time social work field placement coordinator shall be less than 29.75 hours per week.
 - (3) If the arrangements referred to in subsection 14.11 (2) (i) take the form of compensatory time off, the following shall apply:
 - (i) Assigned duty hours in excess of 35 hours per week shall be banked on an hour-for-hour basis for the social work field placement coordinator for use as compensatory time off.
 - (ii) A social work field placement coordinator with accrued compensatory time off shall take such time under arrangements satisfactory to the social work field placement coordinator, the area, and the designated supervisor.
- 14.11 (3) (iii) If compensatory time off is to be taken by a social work field placement coordinator, 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 26.04.

14.12 Educational Technology Coordinator

- (1) The role of an educational technology coordinator may include any or all of the following: supporting, encouraging and assisting faculty throughout OUC 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; participating in OUC committees; professional development; and administrative duties.

- (2) (i) The total assigned duty for a full-time educational technology coordinator shall be 35 hours per week, unless arrangements satisfactory to the educational technology coordinator, the area, and the designated supervisor are made. Such arrangements shall take the form of either overload remuneration (see clause 26.04) or compensatory time off (see section 14.12 (3)).
- (ii) The total assigned duty for a part-time educational technology coordinator shall be less than 29.75 hours per week.

14.12 (3) If the arrangements referred to in subsection 14.12 (2) (i) take the form of compensatory time off, the following shall apply:

- (i) Assigned duty hours in excess of 35 hours per week shall be banked on an hour-for-hour basis for the educational technology coordinator for use as compensatory time off.
- (ii) An educational technology coordinator with accrued compensatory time off shall take such time under arrangements satisfactory to the educational technology coordinator, the area, and the designated supervisor.
- (iii) If compensatory time off is to be taken by an educational technology coordinator, 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 26.04.

14.13 Research Associate

- (1) 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 Collective Agreement. An outline of the duties to be undertaken by a research associate will be provided to the Faculty Association by OUC for all research associate positions.
- (2) The total assigned duty time 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.

14.14 Continuing Education Courses

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

14.15 Work Assignments

- (1) The designated supervisor shall assign duties as required. The assignment of instructional duties shall be done in consultation with the employee and the employee's area.
- (2) For the purposes of determining the availability of work, assignments shall normally be made in the following order by appointment category:

Continuing
Replacement
Temporary
Sessional
Part-time Term with right of first refusal
Part-time Term

(3) Work assignments for sessional employees shall be as follows:

(i) A sessional appointment for College Professors and Laboratory Instructors shall normally have a minimum average workload per week per semester as follows:

| | |
|-----------------------|-----------------------|
| College Professor | 6 instructional hours |
| Laboratory Instructor | 17.5 equivalent hours |

(ii) A sessional appointment for non-instructional employees shall normally have a minimum average workload per week per appointment of 17.5 duty hours.

- 14.15 (3) (iii) During the first year of their sessional appointment employees on sessional appointment cannot accrue work from employees with right of first refusal however during this year OUC has the right to assign a minimum workload in accordance with subsection 14.15(3)(i) to employees on sessional appointments prior to part-time term employees receiving a work assignment.
- (iv) Employees on sessional appointments have the right to accrue additional work on a seniority basis within their assigned area, centre and classification up to 100% provided the area deems them to be qualified. Employees on sessional appointments may accrue additional work at other centres upon authorization by the Dean or designated supervisor.
- (v) In accordance with section 14.15(4), third and/or fourth year courses may be assigned to a college professor on a sessional appointment upon mutual agreement between OUC, the Department Chair and the employee. A scholarly activity assignment shall not apply unless the employee has a full-time workload.
- (v) OUC may assign up to a full-time workload at any time in the timetable to an employee on a sessional appointment. An employee on a sessional appointment who refuses an assignment will be deemed to have resigned from their appointment at OUC.

(4) College Professors who were on continuing appointment on August 31, 1989 (with the exception of those referred to in section 14.15 (6)) may request to teach third and/or fourth year courses.

(i) OUC shall recommend to the University the specific instructional assignment. The University shall review the qualifications of the recommended candidate and if any concerns are identified by the University, OUC shall arrange for an interview between the individual involved and the appropriate University personnel. OUC shall arrange funding for and provide time for such interviews.

(ii) College Professors so approved and who are assigned workloads

including third and/or fourth year courses shall receive the adjusted workload in accordance with this article for the college year.

- (iii) College Professors subject to the provisions of this clause shall not have scholarly activity evaluated for the purposes of termination.
- (5) College Professors appointed to a continuing position after August 31, 1989, in non-degree completion instructional positions and who are subsequently approved to teach third and/or fourth year courses shall be assigned to degree completion instructional positions and shall be covered under section 14.15 (6), or, in a temporary situation and at the discretion of OUC, under section 14.15 (4).
- (6) (i) College Professors appointed after May 1, 1989, to continuing appointments designated as degree completion instructional positions shall receive the adjusted workloads unless OUC waives the right to consider the performance of scholarly activity for the purposes of termination.
 - (ii) The waiver in subsection 14.15 (6) (i) shall not apply in the first two years of the continuing appointment.
 - (iii) Once waived under subsection 14.15 (6) (i) and with the mutual agreement of the employee and OUC, the employee may be redesignated to a degree completion instructional position.
- 14.15 (7) (i) College Professors who do not have Scholarly Activity as a required component of their workload may apply to their designated supervisor on an annual basis for a scholarly activity assignment.
 - (ii) The assignment of scholarly activity under the provisions of this clause is subject to budgetary approval.
 - (iii) College professors subject to the provisions of this clause shall have scholarly activity evaluated for purposes of termination.
- (8) With the exception of a distance education tutor, each employee shall be assigned to one OUC centre and campus, or location.
- (9) A full-time employee may be transferred by OUC to a different OUC centre, provided six 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 Article 30 shall apply.
- (10) An employee may be assigned duties in the OUC region other than at his or her assigned centre and campus, or location. OUC shall pay travel expenses at the agreed rate for required travel between the assigned centre and campus, or location and the campus(s) or location(s) where additional duties are assigned (see Article 29).
- (11) There shall not be more than five days of scheduled duty for a full-time employee per calendar week, and there shall be at least two consecutive days with no assigned duties.
- (12) Each full-time employee shall receive a yearly assignment of instructional and/or non-instructional duties, whenever possible by May 31. These assignments may

only be revised with appropriate consultation.

- (13) Full-time instructional employees shall submit to the designated supervisor a plan outlining their activities to be undertaken during non-instructional periods.

14.16 Intersession Courses

- (1) Intersession 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.
- (2) When OUC intends to offer an intersession course:
 - (i) the appropriate Chair shall be notified, and
 - (ii) the employees on continuing appointment in the appropriate area shall have right of first refusal, on a seniority basis, for the intersession work for which they are qualified. If this right is not exercised by any employee on continuing appointment, this right shall pass to employees on replacement, temporary, sessional, or part-time term appointments with right of first refusal in accordance with clause 10.05.
- (3) Full-time employees who teach intersession courses shall receive additional compensation as determined by the appropriate part-time salary formula in clause 24.02. Employees on sessional appointment who teach intersession courses shall receive a part-time term appointment for the intersession period.
- (4) Employees on continuing appointment shall not be assigned intersession coursework; employees on continuing appointment may accept such work.

14.17 Assignment to Administrative Officers

- (1) A full-time OUC administrative officer may be assigned duties and responsibilities which fall within one or more of the classifications listed in clause 9.02 to a maximum of one section of instruction per semester unless that section is claimed by an individual who has right of first refusal or who has been terminated and has right of recall. Such assignment shall not result in the reduction of an employee on continuing appointment.
- (2) A full-time OUC administrative officer who is assigned a workload under this Article shall be excluded from the provisions of this Agreement.
- (3) The University of Victoria Co-ordinator for the Education program is eligible to teach at most one section per semester in the Education program provided he or she becomes a member of the Faculty Association, and provided that section is not claimed by an individual who has right of first refusal or who has been terminated and has right of recall. Such assignment shall not result in the reduction of an employee on continuing appointment.

ARTICLE 15 - EVALUATION

- 15.01 (i) The OUC President or the designated supervisor may conduct an evaluation of an employee at any time, if in his or her opinion such an evaluation is required. At least five working days' notice in writing shall be given by OUC 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.

- (ii) Prior to undertaking the evaluation, the OUC President and/or the designated supervisor shall discuss with the employee being evaluated the manner in which the evaluation will be carried out.
- (iii) Within 20 working days of completion of the evaluation, a written report on the results of the evaluation including recommendations, if any, shall be provided to the employee. Appeals of evaluation shall be handled in accordance with Article 23.

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

ARTICLE 16 - PROFESSIONAL DEVELOPMENT

16.01 OUC and the Association shall establish two funds, Faculty committees, and procedures for supporting the professional development of employees.

16.02 Professional Development Fund for Continuing Appointment Employees

Each fiscal year, for each employee on a continuing appointment, an amount equal to 0.6% of salary step 1, scale 2 shall be paid by OUC and 0.1% of salary step 1, scale 2 shall be paid by the Association for each such employee into a professional development fund for employees on continuing appointment.

16.03 Professional Development Fund for Replacement, Temporary, Sessional, and Part-Time Term Appointment Employees

Each fiscal year, an amount of \$15,000. shall be paid by OUC into a professional development fund for employees with right of first refusal or employees on sessional, temporary, replacement, and part-time term appointments who have held part-time term, temporary, sessional, or replacement appointments for any four semesters or the equivalent during any three consecutive calendar or college years.

16.04 (1) Professional Development Committees

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

Faculty of Arts and Education

Faculty of Health

Faculty of Science

Faculty of Adult and Continuing Education and Faculty of Trades & Technology

Non-instructional

- (2) The Professional Development Committees will be responsible for granting financial assistance from the two funds established in clauses 16.02 and 16.03 for professional development activities. The employees on these committees shall be selected by a secret ballot of all employees on continuing appointment in the Faculty. The call for nominations and the balloting shall be conducted by the existing committee. The term of appointment to the Committee shall normally be two years with one position open for election annually.

16.05 Professional Development Committees Policies and Procedures

- (1) Employees wishing to receive financial assistance from the appropriate fund shall apply to the appropriate Professional Development Committee on the form provided.
- (2) The Committees shall establish, publish and work within common guidelines for the review of applications for professional development monies and for the allocation of such monies. Faculty committees may establish, publish, and work within their own guidelines upon the consensual agreement of all the Professional Development Committees.
- (3) Any monies remaining in these funds at the end of a fiscal year shall be carried over to the next fiscal year.

ARTICLE 17 - SCHOLARLY ACTIVITY

17.01 Scholarly activity shall be understood to include continuing mastery of one's field of knowledge, awareness of current scholarship in one's own field, involvement in basic research and development, and professional or creative activity. Basic research has as its purpose contributing to the expansion of knowledge and the sharing of that knowledge through publication or other appropriate professional means. Development involves the examination of the implications of basic research and their practical application.

17.02 Scholarly Activity Fund

A scholarly activity fund shall be established to support scholarly activity, in accordance with the following:

- (1) In recognition that scholarly activity is a required component of the workload of some employees, OUC shall establish a scholarly activity fund sufficient to support such activity. OUC may supplement this fund with contributions from external sources.
- (2) College Professors who are assigned scholarly activity under section 14.15(7) may apply to the Scholarly Activity Committee for financial assistance.
- (3) Any money remaining in this fund at the end of a fiscal year shall be carried over to the next fiscal year.

17.03 OUC shall publish, in the appropriate handbooks, the Policy for Scholarly Activity agreed to by OUC and the Association. This policy shall apply to members of the bargaining unit who are assigned degree completion instructional positions, or whose teaching assignment includes at least one third and/or fourth year course and who are assigned scholarly activity, or who have received a scholarly activity assignment under section 14.15(7). Any changes in the policy shall be subject to agreement between OUC and the Association.

ARTICLE 18 - DEPARTMENT CHAIRS

18.01 With the exception of section 18.05 (7), OUC shall appoint a Chair for each department from among the departmental employees holding continuing appointments. In the event that OUC is unable to appoint a Chair according to this Article, the designated

supervisor shall act as interim Chair.

- 18.02 (1) A Chair shall: represent and act on behalf of the department in the Faculty and OUC matters; ensure that the department operates in accordance with Departmental Guidelines and other policies and procedures that are adopted by the department and the Faculty and OUC; facilitate communication among department members, and between the department and other departments, the Faculty (s), the designated supervisor, OUC, the universities, professional associations, and program advisory committees; assist in providing academic leadership; advise the designated supervisor on matters relating to departmental responsibilities and assignments; endeavour to ensure that the duties arising from departmental responsibilities and assignments are distributed among departmental members in an equitable manner; and ensure that selection committees are struck and proceed in accordance with Article 10.
- 18.02 (2) A Chair of an instructional department shall also, in collaboration with department members and the designated supervisor, deal with the following matters: the general surveillance of educational standards; 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 the departmental budget, and other budget responsibilities as assigned by OUC.
- (3) The Chair of the Counselling Department, in collaboration with department members and the designated supervisor, shall also deal with the following matters: the general surveillance and development of counselling standards, services and programs; the ordering of materials for the Career Centre and the Library; the maintenance of relations with appropriate agencies; the development of the departmental budget, and other budget responsibilities as assigned by OUC.
- (4) Chairs shall report to their designated supervisor.

18.03 Selection Procedure

A Chair shall be appointed according to the following procedure:

- (1) All department members holding continuing positions shall be eligible for the position of Chair.
- (2) The position of Chair shall be posted internally only.
- (3) The recommendation to the OUC President of a department member for the position of Department Chair shall be determined by an election at a departmental meeting. The designated supervisor shall act as chair for the election.

18.04 Term Of Appointment

- (1) The term of a Chair shall normally begin on June 1 and shall normally have a length of three years.
- (2) A Chair who anticipates being absent or who is absent for a continuous period of three months or more shall yield the Chair. In such event, election of a new Chair shall normally take place within one month.

- (3) Department members shall participate in the periodic review of the performance of the Chair. Such review may result in the department members recommending recall of the Chair to the OUC President.

18.05 Workload

- (1) A Chair shall be expected to be available for consultation during the whole calendar year except during his or her vacation period.
- (2) A Chair shall be credited for the performance of duties on his or her weekly workload with an appropriate number of hours (instructional, equivalent, or work), or with an appropriate student count. Effective September 1, 1991, credit for performance of a Chair's duties shall be in the form of direct instructional hours. A Chair may choose workload credit in hours or student count.
- (3) The number of hours per week (instructional, equivalent, or work) credited to a Chair's workload shall be the sum of the following:

- (i) One hour for the first four or fewer full-time equivalent members of the department plus 0.2 hours for each additional full-time equivalent member of the department in excess of four.
- (ii) Two hours for a career program department, with the exception of Business Administration which shall be three hours.
- (iii) The full-time equivalent calculation for department members who hold a full-time appointment but who are members of two or more departments, or for department members who hold a part-time appointment, with the exception of Distance Education Tutors, shall be based on the number of instructional or work hours assigned to these employees as of the Last Day for Late Registration and Course Changes in the Fall Semester.
- (iv) One hour for a department which offers courses or services at two or more major centres, and which has more than one full-time equivalent member.

- 18.05 (3) (v) With the exception of the English Dept. 0.2 hours for a department which provides service courses required as part of the curriculum of a career program, for each career program so served.
- (vi) One hour for a department which is responsible for a certificate program in addition to a diploma program.
- (vii) Three hours for those departments offering nine or more third and/or fourth-year semester courses, two hours for those departments offering four to eight third and/or fourth-year courses, and one hour for those departments offering one to three third and/or fourth-year courses.
- (viii) Effective September 1, 1991, the minimum total hour credit of release time shall be three hours.

- (4) If a Chair elects to be credited with an appropriate student count in accordance with section 18.05(2), his or her student contact load shall be credited with eight students for each hour as determined under section 18.05 (3).

- (5) The Chair of the nursing department shall normally be assigned instructional duties in each semester. The time devoted to such duties shall fall in the range

of an average of two to three contact hours per week per semester.

- (6) The provisions of section 18.05 (2), 18.05 (3), and 18.05 (4) shall not apply to the Chair of the Nursing department.
- (7) There shall be Chairs in all instructional departments with the exception of professional programs which have Directors. In these programs, Chairs will be appointed within the first three years of the commencement of the program.
- (8) The Chair of an instructional department or program shall receive a stipend for performance of duties during the non-instructional duty period according to the following scale:

| <u>Number of FTE Employees in the Department</u> | <u>Stipend for the Non-Instructional Period</u> |
|--|---|
| Less than or equal to three | 0.50% of step 1 annual salary |
| From four to eight | 0.70% of step 1 annual salary |
| Nine or greater | 0.90% of step 1 annual salary |

- (9) In a clearly defined emergency, a Chair may accept a stipend in lieu of workload credit. The monthly stipend shall be one-half of the appropriate amount in section 18.05 (8).

ARTICLE 19 - SENIORITY

19.01 This clause applies only to employees on continuing appointments.

- (1) Seniority shall apply to employees on continuing appointments and is defined as the length of accumulated service with OUC.
- (2) Seniority shall be used for determining the order of reduction in accordance with Article 20.
- (3) The seniority of employees is specified in Appendix B of this Agreement, as updated in accordance with section 19.01 (4). Employees hired after July 1, 1981, shall have seniority in only one area.

- 19.01 (4) (i) With the exception of college professors referred to in subsection 19.01 (4) (iii), employees shall be added to the seniority list in the area and classification identified on the appointment form on the date of commencement of employment.
- (ii) With the exception of college professors referred to in subsection 19.01 (4) (iii), employees in the same area and classification commencing duties on the same date after July 1, 1987 shall be added to the seniority list in decreasing order of total accumulated service with OUC. If a tie in seniority remains, it shall be broken by the toss of a coin.
- (iii) Two or more college professors appointed to degree completion instructional positions in the same area shall have the same seniority provided that: (a) they are hired between May 1 and September 30 of a given year, and (b) it is anticipated that they will have third and/or fourth-year teaching assignments in different specialties. Where a college professor has more than one specialization, OUC shall

determine, in consultation with the full-time employees in the appropriate area, which specialty shall apply for the purpose of determining seniority. In the case of such ties in seniority, the date of commencement of employment of the earliest of the tied employees shall be used for additions to the seniority list in an area.

- (5) If an employee undergoes retraining with the agreement of OUC, he or she shall be placed on the seniority list for his or her new area senior to all employees hired since the date of agreement to retrain and junior to all other employees on that list.
- (6) (i) A Dean or President appointed subsequent to June 2, 1993 and who was not appointed as Dean or President from a position of college professor at OUC shall be placed on the seniority list for the appropriate area as of the initial date of appointment as Dean or President.
- (6) (ii) A Dean appointed prior to June 2, 1993 shall be placed on the seniority list for the appropriate area as of the date the criteria in section 10.11(2) is met.
- (iii) A Dean or President who is appointed after June 2, 1993 from a position of college professor at OUC shall retain her or his original placement on the seniority list.

19.02 This clause applies only to employees on temporary or replacement appointments.

- (1) Employees on temporary or replacement appointments shall have seniority. Seniority shall be determined by the total weighted amount of accumulated service within the bargaining unit.
- (2) If there is a tie in seniority as defined in section 19.02 (1), total weighted amount of accumulated service with OUC shall be used to break the tie.
- (3) Seniority shall be used for determining the order of reduction in accordance with clause 20.03.

19.03 This clause applies only to employees on sessional appointments.

- (1) Employees on sessional appointments shall have seniority. Seniority shall be determined by the total weighted amount of accumulated service within the bargaining unit.
- (2) If there is a tie in seniority as defined in section 19.03 (1), total weighted amount of accumulated service with OUC shall be used to break the tie.
- (3) Seniority shall be used for determining the order of reduction in accordance with clause 20.03.

19.04 This clause applies only to employees on part-time term appointments.

- (1) Employees on part-time term appointments shall have seniority. Seniority shall be determined by the total weighted amount of accumulated service based on workload hours and length of service in weeks within the bargaining unit.
- (2) If there is a tie in seniority as defined in section 19.04 (1), total weighted amount of accumulated service with OUC shall be used to break the tie.

19.05 Seniority Lists

- (1) OUC will maintain a seniority list for employees on temporary or replacement appointments, sessional appointments and part-time term appointments.
- (2) Seniority shall be calculated using the total weighted amount of accumulated service within the bargaining unit.
- (3) Employees on temporary, replacement and part-time term appointments will be maintained on the seniority lists provided a minimum of one one-semester appointment is held in each subsequent college year.
- (4) OUC will provide seniority lists to the Association on October 1 and February 1 each year commencing in 1995.
- (5) Appendix "B" shall be revised effective October 1 and February 1 each year and copies will be sent to the Faculty Association within fifteen calendar days of these dates.

ARTICLE 20 - CHANGE IN EMPLOYMENT STATUS

20.01 Retirement

- (1)
 - (i) Unless subsection 20.01 (1) (ii) is invoked, an employee on continuing or sessional appointment shall retire on June 30 following his or her 65th birthday.
 - (ii) If an employee wishes to continue his or her employment on a yearly basis, he or she may apply to the OUC President on a yearly basis for an extension.
 - (iii) If an employee wishes to retire earlier, he or she must give at least six months' notice in writing to the OUC President. These provisions may be waived or the dates altered by mutual consent in writing.
- (2) Upon retirement, an employee on continuing appointment 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.

(3) Early Retirement Incentive

OUC may offer to full-time continuing employees or full-time continuing employees may request a choice of one of the early retirement incentive alternatives described herein, provided there is sufficient funds and provided the employee meets the criteria. All applications for early retirement and OUC offers of early retirement must be authorized by a joint committee, comprising three faculty members and two administrative representatives, which is also charged with administering the retirement fund.

20.01 (3) (i) Funding

Effective with the 1994-95 collective agreement and on each July 1st thereafter OUC will deposit the sum of \$35,000 into a jointly administered fund to be known as the Early Retirement Fund.

(ii) Eligibility

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

- (a) is a full-time continuing employee at the time of early retirement;
- (b) is age 55 or over;
- (c) has a minimum of ten years service as a full-time continuing employee with OUC;
- (d) is on their maximum attainable step of the salary scale; and
- (e) resigns for the purpose of retirement from OUC.

(iii) Application and Agreement

- (a) Application to the plan is voluntary. An employee who applies for an early retirement incentive shall do so in accordance with the procedures described in this article. Such application would then be considered a standing application for the following twelve-month period. Applications must be submitted by November 1st of each calendar year. The Association shall be advised in writing of all applications made by employees.
- (iii) (b) An employee has the right to accept or decline an early retirement incentive offer made by OUC within thirty (30) days of the offer being proposed unless that period is extended by mutual agreement.
- (c) In the event of acceptance of an offer of early retirement incentive, an employee's date of retirement shall be effective on a date mutually agreed upon between the employee and OUC, in keeping with legislation and the maintenance of full years to retirement upon which the incentive was calculated. All earned entitlements (other than as provided in section 20.01(2)) shall be utilized prior to the date of retirement.
- (d) The individual early retirement incentive agreement shall be in writing and shall specify the early retirement date, the agreed-upon incentive option, the payment dates and the specific dollar amount of the incentive. The Association shall be copied on all agreements.

(iv) Selection Criteria

In considering applications for early retirement incentive from eligible employees, OUC shall use the following criteria in ascertaining the employees to whom such offers should be given.

- (a) Employees for whom the sum of age plus years of service in the bargaining unit is the greatest shall be given preference; and
- (b) In the event that two or more employees have the same sum of age plus years of service, then the tie shall be broken by the toss

of a coin.

20.01 (3) (v) Early Retirement Incentive and Reduction Sequence

- (a) Where it is deemed possible to offset the impact of the reduction sequence (clause 20.03) through the offering of an early retirement incentive to an employee who qualifies in accordance with subsection 20.01(3)(ii), an incentive shall be offered if the cost of such incentive is the same as or no more than the cost that would be incurred through layoff or transfer of another full-time continuing employee.
- (b) Notwithstanding the possibility of effecting an early retirement, advance notification of reduction or transfer pursuant to clauses 20.03 and 10.10 may be given to the affected full-time continuing employee while the employee to whom early retirement has been offered is considering that offer.

(vi) Lump Sum Payments

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

| <u>Full Years to Retirement</u> | <u>Payout</u> |
|---------------------------------|-----------------------|
| 1 | 20% of annual salary |
| 2 | 40% of annual salary |
| 3 | 60% of annual salary |
| 4 | 80% of annual salary |
| 5 or more | 100% of annual salary |

- (vi) Payments into the plan or trust fund shall commence on the first day of the month coincident with, or next following, the date of early retirement. In the event the retired employee dies prior to the full retirement allowance being paid into the plan or trust fund, any payments outstanding shall be payable by OUC in a lump sum amount to the estate of the deceased.

(vii) Continuation of Benefit Coverage

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

- (i) written notification of the intent to continue these benefits is provided to OUC six weeks prior to date of early retirement;
- (ii) the individual maintains B.C. residency; and
- (iii) the participant prepays all premium costs.

20.02 Resignation

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

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

20.03 Reduction of the Number of Employees on Continuing Appointment

(1) A reduction in the number of employees on continuing appointment may be required as a result of any one or more of the following: reorganization, decreased enrolment, elimination or reduction of programs, shortage of funds, insufficient work. The reductions procedure shall follow the sections in this clause and in the order given.

(2) (i) OUC shall initiate the reduction procedures by notifying the Association in writing of the proposed reduction.

(ii) If requested by the Association within five working days of the date of notification, OUC shall meet with the Association to review the reasons for the proposed reductions and the effects on employees. The Association shall have an opportunity to present submissions to OUC regarding the proposed reductions.

(3) If after 20 working days following the date of notification in section 20.03 (2) OUC determines that a reduction is still required, it shall make specific reductions according to the following sequence:

(i) terminating employees within the appointment classification on part-time term appointment on a least seniority first basis in the specific area;

(ii) terminating employees within the appointment classification on temporary or sessional appointment on a least seniority first basis in the specific area;

(iii) terminating employees within the appointment classification on replacement appointment on a least seniority first basis in the specific area;

(iv) transferring employees within the appointment classification within the same OUC centre from a specific area to a different area or to other duties covered by this Agreement for which the employee is qualified. Qualifications shall be evaluated by a selection committee following the procedures specified in Article 10.

(v) transferring employees within the appointment classification to a different OUC centre in the specific area or to a different area or to other duties covered by this Agreement for which the employee is qualified. Qualifications shall be evaluated by a selection committee following the

procedures specified in Article 10.

(vi) terminating employees within the appointment classification on continuing appointment on a least seniority first basis in the specific area.

(4) With the exception of those college professors hired after June 1, 1989 to teach third and/or fourth year courses, and in the event of a tie in any classification in a specific area, termination shall be on the basis of seniority in total service to OUC.

(5) For those college professors hired after June 1, 1989 to degree completion instructional positions and who have tied seniority in an area, the employee to be terminated shall be determined by OUC.

(6) OUC shall give notice in writing of specific reductions to the employee(s) identified by the procedure of section 20.03 (3). Such notice shall also be given to the Association.

20.03 (7) The OUC President and/or his or her designate(s) shall meet with an employee who is identified by the procedure of section 20.03 (3) to discuss the reduction plan proposed for him or her and to explore other possibilities, including retraining.

(8) In the event of a cancellation or withdrawal of a reduction notice, OUC shall give notice in writing to the employee and to the Association.

(9) In the event that additional reductions in the number of employees are required, OUC and Association shall repeat the process for the additional reduction in sections 20.03 (1) to (6).

(10) (i) If an employee on a continuing appointment identified by the procedure described in section 20.03 (3) is unable to be reassigned and retraining is not feasible, his or her employment with OUC shall cease and he or she shall receive, on termination, severance pay in accordance with the following scale:

| <u>Years of Service</u> | <u>Severance Pay - Months of Salary</u> |
|-------------------------|---|
| 1 year or less | 3 months (minimum); |
| 2 | 3 months; |
| 3 | 4 months; |
| 4 | 4 months; |
| 5 | 5 months; |
| 6 years or more | 6 months (maximum). |

(ii) If a former employee is re-employed on a continuing appointment by OUC during the six month period following termination, he or she shall refund to OUC that portion of severance pay which exceeds one month's salary for each month of layoff.

(10) (iii) The total payout of severance pay for all reductions under section 20.03 (10) in any one contract year shall be not more than an amount equal to eight times step 1 of scale 2. If the payout demand is greater than eight times step 1 of scale 2, individual payouts shall be prorated such that the total equals 8 times step 1 of scale 2.

- (11) Any employee whose continuing appointment is terminated as a result of any one or more of the reasons cited in section 20.03 (1) shall receive either:
- (i) written notice of such termination at least six months in advance of the date at which termination is to occur, or
 - (ii) if OUC and the employee mutually agree payment in part or in whole in lieu of written notice.
- (12) When written notice is given, it shall provide the reasons for termination as well as evidence that alternatives such as transfer between departments, normal or voluntary early retirements, leave, etc., have been thoroughly explored.
- (13) Right of Recall
- (i) If it is found that employees are required in a specific area, OUC shall offer to those continuing appointment employees terminated within the previous two years, in reverse order of termination whenever possible, right of recall as follows:
 - (a) for the first year, right of recall for any and all work for which they are qualified;
 - (b) for the second year, right of recall for any position for which they are qualified, as well as right of first refusal for any part-time work for which they are qualified;
 - (c) a reappointed employee shall not be required to repeat any portion of the probationary period which he or she has successfully completed. (See also clause 33.08.)
 - (ii) Such rights of recall shall take precedence over the selection of employees as outlined in clause 10.05 and clause 10.09.
- (14) It is the responsibility of a former employee to maintain a current address with OUC. It is the responsibility of OUC to notify the former employee and the Association of the availability of the work referred to in section 20.03(13).
- (15) The records of all employees terminated for reasons of reduction, and all references supplied by OUC, shall clearly point out the nature of the termination as "termination due to reduction" as specified in section 20.03 (1), and that "such termination was based on seniority."
- (16) OUC shall not reduce college professors in the incumbent's area in the year a Dean or President elects to assume a position of college professor.
- 20.04 Reduction of Employees on Replacement or Temporary Appointment.
- (1) When the appointment of an employee on a replacement or temporary appointment is terminated as a result of any one of the reasons set out in section 20.03 (1) or as a consequence of actions taken under section 20.03 (3), the employee on the replacement or temporary appointment shall thereupon be terminated and shall be given notice thereof as soon as reasonably possible and/or paid severance pay, in accordance with section 63 of the Employment Standards Act.

- (2) An employee on a replacement or temporary appointment who has gained that appointment through accrual as a sessional shall retain the rights of termination of a sessional employee as specified in clause 20.05.
- (3) It is the responsibility of a former employee to maintain a current address with OUC.
- (4) The records of all employees terminated for reasons of reduction, and all references supplied by OUC, shall clearly point out the nature of the termination as "termination due to reduction" as specified in section 20.03 (1), and that "such termination was based on seniority."

20.05 Reduction of Employees on Sessional Appointment

- (1) A reduction in the number of employees on sessional appointment may be required as a result of any one or more of the following: reorganization, decreased enrolment, elimination or reduction of programs, shortage of funds, insufficient work. When the appointment of an employee on a sessional appointment is terminated as a result of any one of these reasons or as a consequence of actions taken under section 20.03 (3), the employee on the sessional appointment shall thereupon be terminated and shall be given notice thereof by providing:
 - (i) written notice at least three months in advance of the date at which termination is to occur, or
 - (ii) if OUC and the employee mutually agree payment in part or in whole in lieu of written notice.

- 20.05 (2) An employee on a sessional appointment shall receive, on termination, severance pay based on one week for every year of FTE service to a maximum of six weeks. The payment shall be calculated based on full-time salary.
- (3) If a former employee is re-employed on a sessional appointment by OUC during the six month period following termination, he or she shall refund to OUC that portion of severance pay which exceeds one week's salary for each week of layoff.
- (4) Right of Recall
 - (i) If it is found that employees are required in a specific area, OUC shall offer to those sessional appointment employees terminated within the previous two years, in reverse order of termination whenever possible, right of recall for any and all work for which they are qualified.
 - (ii) A reappointed employee shall not be required to repeat any portion of the probationary period which he or she has successfully completed (see also clause 33.08)
 - (iii) Such rights of recall shall take precedence over the selection of employees as outlined in clauses 10.05 and 10.09.
 - (iv) It is the responsibility of a former employee to maintain a current address with OUC. It is the responsibility of OUC to notify the former employee and the Association of the availability of the work referred to in section 20.03(13).

- (v) The records of all employees terminated for reasons of reduction, and all references supplied by OUC, shall clearly point out the nature of the termination as "termination due to reduction" as specified in section 20.03(1), and that "such termination was based on seniority".

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

- (1) (i) A part-time term non-instructional appointment which has been accepted by a part-time employee may have its assignment reduced in scope by OUC 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 24.02.
 - (ii) The assignment may be reduced in scope by OUC 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.
 - (iii) The prorata payment shall be based on the amount of reduction in assignment.
 - (2) (i) With the exception of a distance education tutor, a part-time term instructional appointment which has been accepted by a part-time employee may have its assignment reduced in scope by OUC 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 24.02.
 - (ii) An assignment may be reduced in scope by OUC 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.
- 20.06 (2) (iii) The prorata payment shall be based on the amount of reduction of assignment.

20.07 Termination of Part-time Term Employees

- (1) (i) A part-time term non-instructional appointment which has been accepted by a part-time employee may be terminated by OUC 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 24.02.
- (ii) An appointment may be terminated by OUC 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 written ten days' notice.
- (2) (i) With the exception of a distance education tutor, a part-time term

instructional appointment which has been accepted by a part-time employee may be terminated by OUC 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 24.02.

- (ii) An appointment may be terminated by OUC 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 written ten days' notice.
- (3) OUC shall notify the Association in writing of the intent to terminate a part-time term employee's appointment, citing the reason for the termination.
- (4) If an appointment for a distance education tutor which has been accepted by a tutor is terminated by OUC prior to the date on which the appointment commences, no compensation beyond the retainer (see clause 24.05 (1)) shall be paid.

ARTICLE 21 - TECHNOLOGICAL CHANGE

- 21.01 Technological change shall mean a change introduced by OUC in the mode of delivery of educational services which, for example, involves the use of packaged or preprogrammed instruction or delivery by electronic means, and which would affect security of employment or conditions of employment.
- 21.02 OUC shall provide the Association with at least two months' notice of intention to introduce technological change. The notice shall include a description of the nature of the change, the effective date and the anticipated effect on employees.
- 21.03 Employees in positions becoming redundant owing to technological change shall be eligible for retraining to qualify for new positions within OUC. Such retraining shall be provided by OUC without loss of pay to the affected employee.
- 21.04 The manner and method of placing an employee undergoing retraining made necessary by technological change, and the job to which the employee may return should he or she be successful in retraining, shall be discussed by the employee and the appropriate supervisor before retraining begins.
- 21.05 Any employee who is displaced from his or her job by technological change shall be given the opportunity to fill other positions according to seniority and qualifications.
- 21.06 Any employee whose appointment is to be terminated due to technological change shall receive six months' written notice. Such employee shall receive severance pay in accordance with section 20.03 (10).

ARTICLE 22 - CENSURE, SUSPENSION, AND DISMISSAL

- 22.01 (1) OUC shall not censure or suspend any employee without just and reasonable cause. OUC shall not dismiss any non-probationary employee without just and reasonable cause.
- (2) At any investigatory or disciplinary meeting between an employee and OUC, the

employee has the right to have in attendance or to have representation by the Association or the Association's designated alternate(s).

- (3) OUC 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.
- (4) An employee considered by the Association to be wrongfully or unjustly censured, suspended, or dismissed shall be entitled to a hearing under Article 23.

22.02 Censure

Whenever OUC 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, OUC 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 OUC shall remove censures at the end of twenty-four months following the last censure.

22.03 Suspension

- (1) The OUC President may suspend an employee from his or her duties with or without salary and benefits.
- (2) The OUC President shall provide written notice of suspension to the employee at or before the time of the suspension. Within two working days of the time of suspension, the OUC President shall provide, in writing, to the suspended employee and the Association his or her reasons for the suspension.
- (3) When an employee is suspended, the OUC President shall notify the OUC Board without delay. The OUC 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.

22.04 Dismissal

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

ARTICLE 23 - GRIEVANCE PROCEDURE

23.01 Any differences arising between OUC 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.

23.02 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:

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

23.03 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 OUC President, or his or her designate, within 15 working days following the response at Step 1. The OUC 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 OUC 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 OUC in writing within 20 working days following the response at Step 2. Any such arbitration shall be conducted in accordance with clause 23.06.

23.04 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.

23.05 Extension of Time Periods

The parties at any step in the grievance procedure may agree to an extension of the time period specified. In particular, reasonable extensions shall be granted when the basis for the request for extension is the result of a legitimate absence from duty as specified in Articles 4, 16, and 33 to 42 inclusive of any person involved in the grievance procedure.

23.06 Grievance Arbitration

- (1) OUC 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 to the Minister of Labour to appoint an arbitrator.
- (2) Upon his or her selection or appointment, the arbitrator shall fix a date for hearing the grievance.

- (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.
- (4) Grievances submitted to the arbitrator shall be in writing and shall clearly specify the nature of the issue.
- (5) Each party shall pay one-half of the fees and expenses of the arbitrator and of the stenographer.

23.07 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.

23.08 Consent for Negotiation on Grievance

The parties agree that, after a grievance has been initiated by the Association, OUC'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.

23.09 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.

23.10 Retroactive Settlements

The Association's Grievance Committee and OUC 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 23.10. In the case of a settlement by arbitration, the arbitrator shall specify the date of the settlement.

23.11 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 OUC President shall deal personally with the grievance.

23.12 OUC Initiated Grievances

It is recognized that grievances may be initiated by OUC. Settlement of OUC initiated grievances shall follow the procedure specified in clauses 23.01 to 23.12. The Association and OUC agree that every effort shall be made to settle grievances of this kind at the immediate and local level. Should it be necessary for OUC to pursue a

grievance beyond the immediate and local level, OUC shall follow the procedure specified in clauses 23.01 to 23.12 with appropriate changes, where necessary.

ARTICLE 24 - SALARY

24.01 Full-Time Salaries

(1) The salaries for full-time employees for the period from July 1, 1995 to March 31, 1998 shall be as given in Appendix A of this Agreement.

(2) An employee on a replacement or temporary appointment or a sessional appointment with a full-time workload shall be paid in accordance with the salary scales referred to in section 24.01 (1) on a prorata basis.

(3) Extended Semester

A full-time college professor or full-time laboratory instructor who teaches in a program which exceeds the regular instructional period of 32 or 33 weeks in duration shall receive additional compensation based on the following equation for the teaching time in excess of the regular instructional period:

$$\text{Additional stipend} = \frac{W \times N \times S}{40 \times 52}, \text{ and}$$

W is the average weekly workload for the extended period (the workload in a given week in work units is instructional hours, plus preparation credit in hours, plus total student count divided by eight);

N is the number of additional weeks in excess of the regular semester;

S is the annual salary.

(4) Secondary Marking Assistance

(i) Some student work required by an instructional area may also require a minor assessment from the perspective of a second instructional area. The minor assessment is referred to as secondary marking.

(ii) The designated supervisor shall consult with the instructional areas concerned prior to the yearly assignment of instructional and non-instructional duties (see section 14.15 (12)) as to the requirement for secondary marking assistance.

(iii) The designated supervisor shall consult with the full-time employees concerned at the beginning of the semester in which the work will be done to determine the number of weeks for which such assistance will be required.

24.01 (iv) When a full-time employee from one instructional area provides secondary marking assistance to a college professor in a different instructional area for student work submitted to the latter college professor, the full-time college professor providing the marking assistance shall receive an additional contribution to his or her workload. A secondary marking assistance assignment may be made only in the

employee's area(s) of expertise. An employee may refuse a secondary marking assistance assignment only to the extent it results in an overload.

- (v) Each student for whom secondary marking is provided shall count as a one student contact for each week in which secondary assistance is provided.
- (vi) If the full-time employee to whom marking assistance is assigned is not in an overload situation for the semester, and the additional student contact places that employee in an overload situation, the following formula shall apply for the number of weeks determined in (iii) to determine the amount of overload payment, if any. In applying the formula, the additional student count shall not be averaged over the semester.

$$\text{Workload} = \frac{\text{Instructional Hours} + \text{Preparation}}{\frac{\text{Total Student Count}}{8}}$$

- (vi) If the workload is greater than 45 equivalent hours:

$$\text{Overload remuneration} = \frac{(W-45.0) \times N \times S}{40 \times 52}, \quad \text{where}$$

W is the workload;

N is the number of weeks of marking assistance;

S is the annual salary

- (vii) If the full-time employee to whom the marking assistance is assigned is in an overload situation for the semester, the following formula shall apply for the number of weeks determined (in (iii) above) to determine the amount of overload payment resulting from the marking assistance. In applying the formula, the additional student count shall not be averaged over the semester.

$$\text{Additional Workload} = \frac{\text{Student Count for Marking Assistance}}{8}$$

$$\text{Overload remuneration} = \frac{W \times N \times S}{40 \times 52}, \quad \text{where}$$

W is the additional workload resulting from marking assistance;

N is the number of weeks of marking assistance;

S is the annual salary.

- (viii) In making an assignment, OUC shall review the workload of each full-time employee in the instructional area. When an assignment is

made, OUC shall endeavour to distribute the marking load such that the overall workloads of full-time employees in the instructional area are reasonably equitable.

- 24.01 (4) (ix) A full-time employee who will be required to provide secondary marking assistance shall be informed of this requirement at the time of the yearly assignment of instructional and non-instructional duties as provided in section 14.15 (12). The details of the assignment shall be determined at the beginning of the semester in which the work will be done (see (ii) above).

24.02 Part-time Salaries

Sessional employees with a part-time workload and part-time term employees in the following classifications shall be paid in accordance with the following formulae:

(1) College Professor - All disciplines other than Clinical Nursing

(i) Part-time salary = $\frac{(I)(L)(S)}{(18)(AF)(52)}$, where

I is the semester average weekly assigned instructional hours for normal course offerings and intersession courses except for:

C where a course is not offered over the normal semester length

$$\frac{\text{Total Delivery and Final Examination Hours}}{15} = I$$

This formula does not apply to English 099, Education 387, and Education 787.

- L is 17 weeks for normal course offerings, except for:
- C employees on sessional appointments where L is a minimum of 18 weeks,
 - C extended semester course offerings where L is 18 weeks and 21 weeks for the Fall and Winter semesters respectively,
 - C for English 099 where L is 8.5 weeks,
 - C Education 387 practicum supervision where L is 2 weeks,
 - C Education 787 practicum supervision where L is 7 weeks.

These periods include preparation, delivery and final examination time.

S is the appropriate full-time annual salary, and 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:

| | |
|---|------|
| direct instruction only: | 0.75 |
| direct and indirect instruction: | 1.00 |
| direct and indirect instruction, where a laboratory instructor is provided: | 1.00 |

For the purpose of salary calculation only, an additional 0.5 instructional hour per week shall be added to a college professor's workload when a college professor marks laboratory assignments for a laboratory class where a laboratory instructor is provided.

- 24.02 (1) (ii) When a college professor is assigned a 1 hour laboratory, tutorial or seminar in conjunction with a 3 hour lecture and a laboratory instructor is not provided:

$$\begin{array}{rcl} I & = & 4.5 \\ AF & = & 1.00 \end{array}$$

When a college professor is assigned a 1 hour laboratory in conjunction with a 3 hour lecture and a laboratory instructor is provided, the lecture and laboratory sections shall be calculated separately:

Lecture Section

$$\begin{array}{rcl} I & = & 3 \\ AF & = & .75 \end{array}$$

Lab Section

$$\begin{array}{rcl} I & = & .25 \\ AF & = & 1.00 \end{array}$$

- (2) Clinical Nursing College Professor

$$\text{Part-time salary} = \frac{(C)(L)(S)}{(23)(52)(1.087)}, \quad \text{where}$$

- C is the semester average weekly assigned contact hours,
- L is the appointment period in weeks multiplied by 1.133. The multiplier provides an allocation for preparation.
- S is the appropriate full-time annual salary.

The adjustment factor is 1.087.

- (3) Laboratory Instructor

$$\text{Part-time salary} = \frac{(W)(L)(S)}{(40)(52)}, \quad \text{where}$$

- W is the semester average weekly workload in equivalent hours,
- L is 17 weeks for normal course offerings except for:
 - C employees on sessional appointments where L is a minimum of 18 weeks,
 - C 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 general laboratory

duties.

S is the appropriate full-time salary.

24.02 (4) Librarian, Counsellor, Audiovisual Coordinator, * Recreation and Athletic Coordinator, Social and Cultural Activity Coordinator, Social Work Field Placement Coordinator, and Educational Technology Coordinator

Part-time salary = $\frac{(W)(L)(S)}{(35)(52)}$, 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.

24.03 Minimum Salary for Sessional Appointments

Salaries for employees on sessional appointments with a part-time workload shall be equivalent to the greater of the actual assignment according to the part-time salary scale or the following minimum per week:

| | |
|-------------------|-----------------------|
| College professor | 6 instructional hours |
| Lab instructor | 17.5 equivalent hours |
| Non-instructional | 17.5 duty hours |

24.04 Increments

- (1) An employee on a continuing appointment shall receive an annual salary incremental increase until the maximum salary for his or her classification is reached, subject to section 24.04 (2). The incremental increase shall be paid from the beginning of the pay period in which his or her anniversary date falls. The anniversary date of employment shall be defined as the starting date of continuous employment with OUC; the foregoing being subject to section 24.04 (2).
- (2) College professors on continuing appointment and laboratory instructors on continuing appointment who are on a leave without pay for at least two consecutive teaching semesters or a non-teaching 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.
- (3) Until the maximum salary for his or her classification is reached employees on part-time term, replacement, temporary and sessional appointments shall receive an incremental salary increase upon the completion of:

| | | |
|-------------------|--|--|
| College Professor | Part-time term/sessional with a part-time workload (nursing) | 408 instructional hours 586 contact hours |
| | Temporary/replacement/ sessional with a full-time workload | 2 semesters |

| | |
|-------------------|---|
| Lab Instructors | Part-time term/sessional 1260 equivalent hours Temporary/replacement 2 semesters |
| Non-instructional | Part-time term/sessional 1260 duty hours Temporary/replacement 36 weeks |

24.05 Distance Education Salaries

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

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

| | |
|-----------------------|-----------------|
| July 1, 1995 | \$269.00 |
| <u>March 31, 1996</u> | <u>\$272.00</u> |
| <u>April 1, 1997</u> | <u>\$277.00</u> |

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

| | |
|-----------------------|-----------------|
| July 1, 1995 | \$135.00 |
| <u>March 31, 1996</u> | <u>\$136.00</u> |
| <u>April 1, 1997</u> | <u>\$138.00</u> |

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

| | |
|-----------------------|----------------|
| July 1, 1995 | \$60.00 |
| <u>March 31, 1996</u> | <u>\$61.00</u> |
| <u>April 1, 1997</u> | <u>\$62.00</u> |

- (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 WF,

| | |
|-----------------------|----------------|
| July 1, 1995 | \$47.00 |
| <u>March 31, 1996</u> | <u>\$47.00</u> |
| <u>April 1, 1997</u> | <u>\$48.00</u> |

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

| | |
|-----------------------|----------------|
| July 1, 1995 | \$41.00 |
| <u>March 31, 1996</u> | <u>\$42.00</u> |
| <u>April 1, 1997</u> | <u>\$43.00</u> |

- 24.06 (1) With the exception of section 24.06 (2), salaries shall be paid in biweekly instalments every second Friday throughout the appointment period. OUC agrees to have salaries deposited to each employee's bank, trust company, or credit union account in the OUC region.
- (2) Salaries for distance education tutors shall be deposited in the tutor's bank, trust

company, or credit union account in the OUC region no later than 20 calendar days after the condition of each or any of the four salary components (see clause 24.05) have been met.

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

- (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.
- (2) Notwithstanding the above, the maximum research associate salary shall be in accordance with Article 25 (Application of Salary Scale).

ARTICLE 25 - APPLICATION OF SALARY SCALE

25.01 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 OUC for the first time, or, recommencing employment after a break in employment with OUC of two years or more. Employees reappointed under section 20.03 (13) or 20.05(4) (Right of Recall) are not limited by the provisions of clause 25.04 (Maximum Initial Placement).

25.02 Qualifications

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

| | <u>Scale 1</u> | <u>Scale 2</u> |
|---|----------------|-----------------|
| (1) Diploma in Technology or equivalent | Step 12 | Step 14 |
| (2) Bachelor's Degree or equivalent | | Step 10 Step 14 |
| (3) Bachelor's Degree and professional qualification for career program | Step 8 | Step 12 |
| (4) Master's Degree | Step 8 | Step 12 |
| (5) Doctoral Degree | Step 7 | Step 11 |

25.03 Experience

In addition to the allowance for qualifications, and in accordance with the restrictions of clause 25.04, an allowance for previous work experience shall be made for employees on full-time and part-time appointments as follows:

- (1) one step for each year of full-time, independent, post-secondary work experience related to the employee's duty assignment;
- (2) 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 OUC.
- (3) 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;

- (4) 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.
- (5) One step for each full-time equivalent year of part-time work at OUC related to the employee's duty assignment.

25.04 Maximum Initial Placement

- (1) The maximum initial placement for new employees shall be step 7 (Scale 2) for a college professor, counsellor, librarian, educational technology coordinator, * or audiovisual coordinator. The maximum initial placement for new employees shall be step 6 (Scale 1) for a laboratory instructor, recreation and athletic coordinator, social and cultural activity coordinator or a social work field placement coordinator. * In exceptional circumstances, and at the discretion of the OUC President or his or her designate, these maxima may be waived and the actual placement will be determined by the OUC President.

- 25.04 (2) All part-time employees who previously held a continuing appointment at OUC shall be placed on a salary scale step as determined by clauses 25.02 and 25.03.

25.05 Maximum Step on Scale

*

The maximum step on the scale is the maximum of the applicable salary scale.

- 25.06 In the event that an employee improves his or her qualifications while employed by OUC or feels that his or her qualifications or experience justify an adjustment of salary, he or she may apply to the OUC President to have his or her qualifications or experience evaluated and to have his or her place on the scale reviewed.

- 25.07 Part-time, temporary and replacement employees employed by OUC in 1992-93 or who currently maintain right of first refusal shall have their education and experience re-evaluated and shall be placed on the salary scale effective the Fall 1993 semester in accordance with the following:

- (1) Qualifications (clause 25.02) and experience (clause 25.03).
- (2) Where the bar has been waived, it shall not be instituted. Where the bar was not previously waived, the maximum initial placement (clause 25.04) shall apply only to work experience (clause 25.03) gained outside of OUC.
- (3) Employees with appointments in more than one classification shall have their placement calculated for each classification.

ARTICLE 26 - OVERLOAD REMUNERATION

26.01 College Professors (Non-Nursing)

- (1) Each college professor's workload shall be converted to equivalent hours according to this Article and Article 14.
- (2) (a) For a non-nursing college professor, one equivalent hour per week is:

- (i) one instructional hour per week, (see clause 14.02), or
 - (ii) a weekly student contact load of eight, or
 - (iii) one semester credit hour of preparation.
- (b) Full-time college professors whose work assignment includes scholarly activity shall be credited with 11.25 equivalent hours for this component of work.

- (3) The employee shall be deemed to have an overload when in any given week, the sum expressed in equivalent hours of a college professor's total workload is greater than 45 equivalent hours.
- (4) No employee's total workload shall, unless agreed to by the employee, exceed 48 equivalent hours per week, and the duration of an emergency overload shall not exceed four weeks except by mutual agreement between the employee, the Department Chair, and the designated supervisor.
- (5) Overload remuneration shall be paid for the number of equivalent hours per week in excess of the limit specified in section 26.01 (3) calculated on a weekly basis. This remuneration shall be in addition to the employee's regular salary.

26.01 (6) The amount of overload remuneration for each week of overload shall be calculated as follows:

$$\text{Overload remuneration} = \frac{(W-45)(N)(S)(1.5)}{(40)(52)}, \quad \text{where}$$

W is the total workload in any given week expressed in equivalent hours,
 N is the number of weeks of overload, and
 S is the annual salary.

26.02 College Professors - Nursing

- (1) The employee shall be deemed to have an overload when in any given week the total workload is in excess of 23.0 contact hours (see clause 14.03) for a college professor whose work assignment does not include third and/or fourth year courses, 17.75 contact hours for a college professor whose work assignment does include upper Faculty courses or who has received a scholarly activity assignment under section 14.15(7) (see clause 14.03(3)) , and 10.5 hours for a college professor assigned to a degree completion position (see clause 14.03(4)).
- (2) The duration of an emergency overload shall not exceed four weeks except by mutual agreement between the nursing college professor, the Department Chair, and the designated supervisor.
- (3) Overload remuneration shall be paid for the number of contact hours per week in excess of the limits specified in section 26.02(1) calculated on a weekly basis. This remuneration shall be in addition to the employee's regular salary.
- (4) The amount of overload remuneration for employees not assigned to a degree completion instructional position for each week of overload shall be calculated as follows:

$$\text{Overload remuneration} = \frac{(W - H)(N)(S)(1.5)}{(23)(52)}, \quad \text{where}$$

W is the total workload in any given week expressed in contact hours,
 N is the number of weeks of overload, and
 S is the annual salary.
 H is 23 for a Nursing college professor whose work assignment does not include 3rd and 4th year courses and is 17.75 for a Nursing college professor who has received a scholarly activity assignment under section 14.15(7).

- (5) The amount of overload remuneration for employees assigned to a degree completion instructional position for each week of overload shall be calculated as follows:

$$\text{Overload remuneration} = \frac{(W - 10.5)(N)(S)(1.5)}{(13.5)(52)}, \quad \text{where}$$

W is the total workload in any given week expressed in hours,
 N is the number of weeks of overload, and
 S is the annual salary.

26.03 Laboratory Instructors

- (1) For a laboratory instructor, an equivalent hour is as defined in clause 14.04.
 (2) The employee shall be deemed to have an overload when in any given week the total number of equivalent hours of a laboratory instructor is greater than 40.0 equivalent hours.

26.03 (3) No employee's total workload shall, unless agreed to by the employee, exceed 48 equivalent hours per week, and the duration of an emergency overload shall not exceed four weeks except by mutual agreement between the employee, the Department Chair, and the designated supervisor.

- (4) Overload remuneration shall be paid for the number of equivalent hours per week in excess of the limits specified in section 26.03 (2) calculated on a weekly basis. This remuneration shall be in addition to the employee's regular salary.

- (5) The amount of overload remuneration for each week of overload shall be calculated as follows:

$$\text{Overload remuneration} = \frac{(W - 40)(N)(S)(1.5)}{(40)(52)}, \quad \text{where}$$

W is the total workload in any given week expressed in equivalent hours,
 N is the number of weeks of overload, and
 S is the annual salary.

26.04 Librarians, Counsellors, Audiovisual Coordinators, * Recreation and Athletic Coordinators, Social and Cultural Activity Coordinators, **Social Work Field Placement Coordinators, and Education Technology Coordinators**

- (1) With the exception of the application of section 14.05 (3) for librarians, section

14.08(3) for recreation and athletic coordinators, section 14.09 (3) for social and cultural activity coordinators, section 14.11(3) for social work field placement coordinators, and section 14.12(3) for educational technology coordinators, the employee shall be deemed to have an overload when in any given week the total assigned duty of a librarian, counsellor, * recreation and athletic coordinator, social and cultural activity coordinator, social work field placement coordinator, or educational technology coordinator is greater than 35.0 hours.

- (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.
- (3) Overload remuneration shall be paid for the number of equivalent hours per week in excess of the limits specified in section 26.04 (1) calculated on a weekly basis. This remuneration shall be in addition to the employee's regular salary.
- (4) The amount of overload remuneration for each week of overload shall be calculated as follows:

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

W is the total workload in any given week expressed in equivalent hours,
 N is the number of weeks of overload, and
 S is the annual salary.

26.05 In the case of an emergency load arising from clauses 20.02, 20.07, 22.03, 22.04, Article 33, or Articles 35 to 38 inclusive, the overload limits of clauses 26.01 to 26.04 inclusive 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.

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

ARTICLE 27 - HEALTH AND WELFARE PLANS

27.01 This clause applies only to employees on continuing appointment and employees on temporary or replacement appointments which are greater than five calendar months in length. OUC shall pay the full premiums for the health and welfare plans.

(1) Group Life Insurance Plan

(i) Life Insurance: three times annual salary (Principal Sum)

(ii) 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

(iii) Long Term Disability: payable after 90 days of disability at a level of 60% of monthly salary to a non-evidence maximum of \$3,100.00.

(2) Dental Care Plan

- (i) Plans "A" and "B" Basic Service (diagnostic, preventive, surgical services, etc.): 100% reimbursement by the plan.
- (ii) Plan "C" Prosthetic Appliances and crown and bridge procedures: 50% reimbursement by the plan.
- (iii) Plan "D" Orthodontics: available to employees and dependents only after patient has been covered continuously for 12 months, maximum benefits of \$2000.00 with 50% reimbursement by the plan.

(3) Medical Care Plan

- (i) Standard medical and extended medical insurance coverage shall be provided to a level not less than that provided by the carrier agreement in effect on June 30, 1990.
- (ii) Sections 27.01 (1), (2), and (3) are 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.

27.02 (1) Employees on sessional appointments who have been assigned a full workload shall be eligible for health and welfare benefits in accordance with clause 27.01. OUC shall pay the full premium for the health and welfare plans while the employee is in receipt of a salary from OUC.

27.02 (2) While the employee is in receipt of a salary from OUC and upon request, employees on sessional appointments with a part-time workload, shall be eligible for health and welfare benefits in accordance with clause 27.01. OUC shall pay a pro rata portion of the health and welfare plans as follows:

| <u>Employee</u> | <u>Cost Sharing</u> | |
|--------------------------------|---------------------|-----|
| | <u>Employer</u> | |
| College Professors: | | |
| Minimum 6 instructional hours | 50% | 50% |
| Minimum 9 instructional hours | 75% | 25% |
| Laboratory Instructors: | | |
| Minimum 17.5 equivalent hours | 50% | 50% |
| Minimum 26.25 equivalent hours | 75% | 25% |

| | | |
|------------------------------|-----|-----|
| Non-instructional | | |
| Minimum 17.5 hours per week | 50% | 50% |
| Minimum 26.25 hours per week | 75% | 25% |

- (3) Employees on sessional appointments with a part-time workload who do not request health and welfare coverage shall receive four percent of their salaries in lieu of health and welfare benefits. This payment shall be made biweekly.
 - (4) Employees identified in section 27.02(2) 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.
 - (5) Employees identified in sections 27.02(1) and 27.02(2) may continue their health and welfare benefits during the time they are not receiving a salary from OUC provided they reimburse OUC for the full cost of the health and welfare benefits.
- 27.03 Temporary or replacement employees who are appointed for a period of five calendar months or less shall receive in addition to their agreed salaries, four percent of their salaries in lieu of health and welfare benefits. This payment shall be made biweekly.
- 27.04 Part-time term employees shall receive four percent of their salaries in lieu of health and welfare benefits. This payment shall be made biweekly.
- 27.05 Full-time employees not on leave without pay who receive a part-time term appointment are not eligible for this payment.
- 27.06 Employees receiving long term disability benefits shall not be covered by the medical, extended medical, and dental plans, nor be entitled to annual vacation, sick leave, professional development, and extended study leave benefits except as follows. An employee may participate in OUC medical, extended medical and dental plans for up to the first 24 months that he or she receives long term disability benefits by reimbursing OUC for 100% of the applicable premiums.
- 27.07 Employee Assistance Program
- (1) OUC and the Association agree to participate in the administration of a mutually acceptable Employee Assistance Program.
 - (2) OUC 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.
 - (3) Employees on continuing and sessional appointments are eligible to participate in this plan.

ARTICLE 28 - SUPERANNUATION

- 28.01 OUC, as an employer under the College and Institute Act, and in accordance with section 5 of the Pension (College) Act, shall enrol as contributors to the College Pension Plan all those faculty who elect coverage under the Act. OUC shall inform new employees of the current provisions of this Plan.

ARTICLE 29 -TRAVEL EXPENSES AND ALLOWANCES

29.01 Out of Region

Employees required to be out of the OUC region on business of OUC shall receive reimbursement for actual meal expenses up to a maximum of \$36.00 per full day for meals, actual necessary lodging and transportation expenses.

29.02 In Region

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

| | | |
|-----------|----------------|----------------|
| Breakfast | | <u>\$ 8.00</u> |
| Lunch | <u>\$ 9.75</u> | |
| Dinner | <u>\$18.25</u> | |

- (2) In the event employees receive prior authorization to obtain overnight accommodation while on OUC business within the OUC region, actual lodging expenses shall be reimbursed.
- (3) Employees authorized to use their personal motor vehicles for OUC business shall be paid a travel allowance of \$0.34 per kilometre. It shall not be a condition of employment for a full-time employee to supply a motor vehicle. A full-time employee may refuse to use his or her motor vehicle for OUC business.

29.03 From the signing of this Agreement, the preceding travel expenses and allowances shall be adjusted to equal any higher amounts awarded to any of OUC's other certified bargaining units.

29.04 An employee who is required to travel in excess of six days per month between OUC centres, campuses, or locations on OUC 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 OUC so reimburses an employee, the employee shall normally use his or her personal motor vehicle for travel on OUC business requiring a motor vehicle.

29.05 OUC shall provide, free of charge, parking space designated for the motor vehicles of full-time employees.

ARTICLE 30 - TRANSFER EXPENSES

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

- 30.02 (1) An employee shall be considered as transferring when OUC reassigns him or her from one OUC centre to a second OUC 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.

- (2) The provisions contained in this Article may be exercised by an employee who is transferred by OUC 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 OUC President may, upon application by the employee, grant an extension to this time limit.

30.03 Travel and Accommodation Expenses

- (1) OUC shall pay travel expenses for the transferred employee and his or her family.
- (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.
- (3) If accommodation at the new location is not available within seven days, living expenses shall be provided as follows:
- (i) for a single person, actual expenses up to but not exceeding \$20.00 per day for a period not exceeding one month;
 - (ii) 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.

These expenses are not payable during the same days that full hotel expenses are payable under section 30.03 (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.

30.04 Moving Expenses

- (1) OUC shall pay the cost of moving furniture and other personal effects from the employee's old household to his or her new household.
- (2) OUC 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.
- (3) OUC shall pay for costs of the following:
- (i) Disconnecting and hooking up of electrical, plumbing and gas connections;
 - (ii) telephone and television hook-ups and antenna installation, and
 - (iii) alterations to drapes and carpets.

- 30.04 (4) OUC shall pay real estate sales fees and legal costs upon transfer as follows:
- (i) actual real estate fees incurred in the sale of the employee's residence to a maximum of \$7,000.00;
 - (ii) actual legal fees charged in the purchase of a new residence to a maximum of \$1,000.00;

- (iii) any costs involved in terminating a lease on premises rented by the employee to a maximum of \$1,000.00.
- 30.05 If a transfer is at the request of an employee, no transfer allowances will be paid by OUC, with the exception that relocations of employees between centres as a result of reductions due to redundancy as in clause 20.03 will be considered as OUC initiated transfers and all transfer expenses and allowances shall be paid by OUC.
- 30.06 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 OUC's employee groups.

ARTICLE 31 - VACATIONS

31.01 This clause applies only to employees on continuing appointments.

(1) Vacation Entitlement

- (i) A college professor, laboratory instructor, librarian, counsellor, recreation and athletic coordinator, social and cultural activity coordinator, social work field placement coordinator or education technology coordinator who has been employed by OUC for ten months or more prior to July 1 of any given year shall be eligible for annual vacation of 43 working days.
- (ii) All other employees who have been employed by OUC for ten months or more prior to July 1 of any given year shall be eligible for annual vacation of 25 working days for the first six years of employment with OUC, and 30 working days in their seventh and subsequent years of service.
- (iii) An employee who has been employed by OUC 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.
- (iv) 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.

31.01 (2) Vacation Application

- (i) Each employee shall apply to the designated supervisor by March 31 for preferred annual vacation period(s). OUC shall make every reasonable effort to accommodate vacation requests subject to the operational requirements of OUC. Vacation schedules shall be posted by April 15. Changes may only be made with the agreement of the employee, the Department Chair, and the designated supervisor.
- (ii) 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. OUC shall not be obligated to provide vacation advances which annually, in aggregate, exceed an amount equal to 1.67 times step 1, Scale 2. An employee wishing vacation advance must apply to the Payroll Department no later than May 1 each year.

(3) Vacation Carry-over

- (i) Upon notification in writing to the designated supervisor, an employee may carry over up to five days of annual vacation to the next vacation year.
- (ii) Upon written approval by the designated supervisor, an employee may carry over up to an additional five days of annual vacation to the next vacation year.

31.02 This clause applies only to employees on temporary or replacement appointments.

- (1) Temporary or replacement college professors, laboratory instructors, librarians, counsellors, recreation and athletic coordinators, social and cultural activity coordinators, social work field placement coordinators, and educational technology coordinators, shall receive 16% of their (biweekly) salaries in lieu of vacation time (this payment to be made biweekly) or vacation time prorated. OUC shall advise each employee of the specific arrangements in his or her case.
- (2) Temporary or replacement employees in all other classifications shall receive 10% of their (biweekly) salaries in lieu of vacation time (this payment to be made biweekly) or vacation time prorated. OUC shall advise each employee of the specific arrangements in his or her case.

31.03 This clause applies only to employees on sessional or part-time term appointments.

- (1) Sessional and Part-time term college professors, laboratory instructors, librarians, counsellors, recreation and athletic coordinators, social and cultural activity coordinators, social work field placement coordinators, and educational technology coordinators, whose assigned duty period is 10 months or less 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. Sessional and part-time term college professors, laboratory instructors, librarians, counsellors, recreation and athletic coordinators, social and cultural activity coordinators, social work field placement coordinators, and educational technology coordinators whose assigned duty period is more than 10 months shall receive vacation time prorated.
- (2) Sessional and Part-time term employees in all other classifications whose assigned duty period is 10 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. Sessional and part-time term employees in all other classifications whose assigned duty period is more than 10 months shall receive vacation time prorated.
- (3) Continuing employees not on leave without pay who receive a part-time term appointment are not eligible for this payment.

ARTICLE 32 - STATUTORY HOLIDAYS AND OTHER HOLIDAYS

32.01 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 OUC as a

holiday.

- 32.02 Part-time term, sessional, replacement, or temporary employees shall receive a day off without loss of salary on any day proclaimed by the Federal, Provincial, or Municipal government or OUC as a holiday which falls within their appointment period.

ARTICLE 33 - SICK LEAVE

- 33.01 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.
- 33.02 (1) 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 90 calendar days.
- (2) For full-time 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 180 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 90 calendar days.
- (3) With the exception of a distance education tutor, a part-time employee who has a part-time appointment in which the average weekly workload is greater than 50% of the applicable weekly workload factor (college professor other than clinical nursing, 15.3 instructional hours; Diploma Nursing clinical college professor, 19.55 contact hours; Degree Nursing college professor, 8.93 hours; laboratory instructor, 34.0 equivalent hours; and audiovisual coordinator, counsellor, librarian, * recreation and athletic coordinator, social and cultural activity coordinator, social work field placement coordinator, and educational technology coordinator 29.75 hours), 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 factor. An eligible part-time 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 employee may draw upon his or her accumulated sick leave whenever his or her average weekly workload is greater than 50% of the applicable weekly workload factor. (see clause 33.08).
- 33.03 A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) for which a 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 part-time employee is absent on sick leave.
- 33.04 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, after notifying OUC, to use accumulated sick leave for this purpose to a maximum of ten days per year for a full-time employee provided a

minimum of 12 days is available each year for personal sick leave only (see clause 33.03), or to a maximum of five days per year for an eligible part-time employee.

- 33.05 (1) An employee may be required to produce a certificate from a duly qualified practitioner, certifying that the sick employee is unable to carry out his or her duties due to illness. OUC may require the employee to have his or her physician complete the OUC's Illness and Injury Report, and to forward the completed report to the OUC physician.
- (2) The employee may be required to produce a certificate from a duly qualified practitioner certifying that an immediate family member is ill and requires attention.
- 33.06 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 18 days for a full-time employee or up to nine days for an eligible part-time employee.
- 33.07 (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.
- (2) Full-time employees may each voluntarily donate up to a maximum of ten days sick leave for use by an ill full-time employee provided a minimum of 12 days is retained each year for personal sick leave only (see clause 33.03). The total of all such donations shall not exceed 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.
- (3) Part-time employees may each voluntarily donate up to a maximum of five days sick leave for use by an ill part-time employee. The total of all such donations shall not exceed 45 days.
- (4) All donations of sick leave credit shall be given in writing to OUC prior to the expiration of the ill employee's sick leave credit.
- 33.08 Accumulated sick leave credits are lost on termination of employment or the conclusion of an appointment, except as provided in clause 20.01, 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 clause 20.03 and Article 21 and to an employee on sessional appointment in the event of recommencement of employment on a sessional appointment within two calendar years of termination under the provisions of clause 20.05. Accumulated sick leave credit shall be restored to an employee on a temporary or replacement appointment or an eligible part-time employee, who undertakes a new appointment in the immediately subsequent college year.
- 33.09 A record of all unused sick leave shall be kept by OUC . Immediately after the close of each calendar year, each eligible employee shall receive a record from OUC of his or her accumulated sick leave credits. On receipt of any written application, OUC shall advise an eligible employee of the amount of sick leave accrued to his or her credit.
- 33.10 There shall be no reduction in salary for a part-time college professor who is not eligible for sick leave (see section 33.02 (3)), 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 34 - PARENTAL LEAVE

34.01 Parental Leave

Parental leave without pay shall be granted on application to the designated supervisor. The duration and other terms of the leave shall be subject to the following provisions:

- (1) A maternity leave without pay shall be granted at any time chosen by the employee during the 11 week period immediately preceding the anticipated date of birth for a period of up to six months, or to the expiry date of a part-time term, sessional, replacement or temporary appointment, whichever is shorter.
- (2) Parental leave without pay shall be granted for up to six months, or to the expiry date of a part-time term, sessional, replacement, or temporary appointment, whichever is shorter, in a twelve month period commencing:
 - (i) with the week in which a newborn child(ren) arrives in the employee's home; or
 - (ii) with the week a child(ren) is placed in the employee's home for the purpose of adoption or permanent guardianship.
- (3) Application may be made for an additional period of up to, but not exceeding six months, or to the expiry date of a part-time term, sessional, replacement, or temporary appointment, whichever is shorter.
- (4) An employee who applies for and is granted leave under this clause may elect to take, during the leave, all or part of his/her accrued vacation entitlement at full salary.
- (5) An employee who applies for and is granted leave under clause 34.01 (1) will not be eligible for leave under clause 34.01 (2).

34.02 Where both parents are OUC employees and if both parents apply for leave, one of the two leave requests shall be limited to a maximum of 12 weeks.

34.03 The employee shall give as much notice as possible, but in any event no less than two months' notice, to allow satisfactory arrangements to be made to cover duties. This notice may be waived by OUC because of extenuating circumstances.

34.04 OUC shall pay health and welfare benefits as defined in Article 27 for the first six months of any leave granted under this Article for an employee on continuing appointment. An employee on continuing appointment shall reimburse OUC for health and welfare benefits paid on her or his behalf during the remainder of the leave.

34.05 On completion of the leave, an employee on continuing appointment, or an employee on a part-time term, sessional, replacement, or temporary appointment that has not expired, shall resume her or his position without disadvantage in seniority, salary, increase in salary and/or fringe benefits.

34.06 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.

ARTICLE 35 - BEREAVEMENT LEAVE

- 35.01 In the case of bereavement in the immediate family (i.e., father, mother, spouse, sister, brother, son or daughter, common-law child, ward, grandparent, father-in-law, mother-in-law, or grandchild, an employee not on leave without pay shall be granted special leave with pay to a maximum of five working days within the two-week period following the bereavement. Any approved additional leave shall be charged against vacation time, or shall be leave without pay, at the discretion of the employee. 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.

ARTICLE 36 - COMPASSIONATE LEAVE

- 36.01 In the event that an employee not on leave without pay requires a leave for compassionate reasons and such leave is not covered by this Agreement, then leave with pay for a period of up to three days shall be granted during any one calendar year. Subsequent requests for compassionate leave with pay for a period of up to three days during the same calendar year may be granted upon application to the Vice-President, Education. Approved leave beyond three days for any one compassionate event shall be charged against vacation time or shall be leave without pay at the discretion of the employee.

ARTICLE 37 - JURY LEAVE

- 37.01 OUC shall grant leave with pay to an employee, other than an employee on leave without pay, who has been called as a juror, who has been summonsed as a witness, or who is named as a defendant in OUC related business. This provision shall not apply to an employee who is a plaintiff or defendant in a legal proceeding not related to OUC business.
- 37.02 If an employee requires leave to attend court or another legal proceeding as a plaintiff or defendant in matters not related to OUC business, such leave may be with pay or without pay at the discretion of OUC, or at the discretion of the employee charged against vacation leave.
- 37.03 An employee granted leave with pay shall remit to OUC all monies paid to him or her except travel and meal expenses not reimbursed by OUC.

ARTICLE 38 - POLITICAL LEAVE

- 38.01 OUC shall not apply restrictions to employees who wish to engage in political activities on their own time as campaign workers. If a full-time employee is nominated as a candidate for election at the federal or provincial level, he or she shall take leave without pay to engage in the election campaign. If elected to full-time office, an employee on continuing appointment shall be granted leave without loss of seniority for a period of one year. Such leaves shall be renewed each year during his or her term of office. At least three months' notice of intention to renew or not renew shall be given to OUC.

ARTICLE 39 - EXCHANGE LEAVE

- 39.01 An employee on continuing appointment who has successfully completed his or her probationary period may negotiate on his or her own to exchange positions with an individual of comparable qualifications and experience for a period of up to one year. This exchange leave shall be subject to the following conditions:
- (1) The employee applying for exchange leave and OUC shall adhere to the following time schedule:
 - (i) At least one year prior to the intended commencement of the exchange leave, the employee wishing to take an exchange leave shall notify the designated supervisor and appropriate Department Chair(s), in writing, of his or her intention to arrange an exchange leave.
 - (ii) At least six months prior to the intended commencement of the exchange leave, the employee shall notify the designated supervisor and the Department Chair(s) of his or her arrangements and submit the qualifications of the incoming employee to the designated supervisor and Department Chair(s) for approval.
 - (2) The appropriate department(s) in consultation with the designated supervisor shall review applications and make recommendations regarding the application to the OUC President.
 - (3) The qualifications of the incoming exchange candidate shall be reviewed by the appropriate department(s) in consultation with the designated supervisor. The department shall determine whether the exchange candidate is acceptable.
 - (4) The employee applying shall be notified within one month, in writing, of the acceptance or rejection of his or her exchange leave. If the exchange leave is rejected, the employee shall be advised of the reasons for rejection.
 - (5) The employee on exchange leave shall have his or her full salary and benefits paid by OUC during the exchange period.
 - (6) The exchange time shall count in full for increment, seniority, and pension purposes.
 - (7) 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.
 - (8) OUC shall extend to the incoming employee all non-monetary benefits of this Agreement.
 - (9) Whatever would normally constitute grounds for dismissal or suspension under this Agreement shall be considered grounds for the termination of the exchange agreement.

ARTICLE 40 - LEAVE FOR MEETINGS AND CONFERENCES

- 40.01 Leave from duties at OUC 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 OUC. In the case of a college professor or laboratory instructor requesting leave during a teaching period, the leave period will normally not exceed two working days.

ARTICLE 41 - STUDY, PROFESSIONAL DEVELOPMENT, AND RESEARCH LEAVE

41.01 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:

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

ARTICLE 42 - EXTENDED STUDY LEAVE

- 42.01
- (1) Leave for the purpose of pursuing study may be granted to employees on continuing appointments for periods of six months or 12 months.
 - (2) The 12 month leave period includes the 2 month vacation period. The six month leave period includes 1 month vacation and 1 month non-instructional duty time for employees on instructional appointments.

42.02 **Extended Study Leave Fund**

An extended study leave fund shall be established to cover: the salary, benefit costs, and 30% of the employee's pension contribution (see section 42.05 (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 42.05 (6). Unexpended funds shall be carried over from year to year. The fund shall be drawn from two sources:

- (1) an annual budgetary provision of 3% of total salaries of employees on continuing appointments; and
- (2) the regular salary and benefits of each employee on extended study leave.

42.03 **Extended Study Leave Committee**

The Extended Study Leave Committee shall be struck consisting of one faculty representative from each of the Professional Development Committees (clause 16.04(1)) and two representatives from OUC.

42.04 Eligibility

- (1) Any employee who has been on continuing appointment for five or more years either following his or her initial appointment or following an extended study leave shall be eligible for an extended study leave. Time spent on any leave without pay or on secondment (see section 10.08(3)) during the teaching year shall not constitute service with OUC for the purpose of this Article. An employee accepting extended study leave shall agree to return to OUC for one year after the expiration of such leave.
- (2) The initial request for leaves shall be limited to applications for periods of 12 months.

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

42.05 Extended Study Leave Committee Policies and Procedures

- (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.
- (2) An employee on extended study leave shall receive 70% of his or her OUC salary. OUC shall maintain employees on extended study leave on the health and welfare plans as in Article 27. OUC shall be reimbursed for these premium payments from the extended study leave fund (see clause 42.02). The employee shall contribute to the College Pension Plan at the rate required by the 70% level and the remaining amount required by the Pension (College) Act to credit him or her with a full year of service shall be paid by the extended study leave fund. OUC shall continue to pay the 100% matching contribution.
- (3) If the employee's total remuneration from salaries and/or grants exceeds 100% of his or her normal OUC salary, OUC may reduce its contribution from 70% to a lower level provided that his or her total remuneration from salaries and/or grants is not less than 100% of his or her normal OUC salary.
- (4) The leave period shall count in full for increment, seniority, and pension purposes.
- (5) An employee shall apply to the Extended Study Leave Committee for extended study leave by October 1 of the calendar year preceding the calendar year in which the extended study leave is to commence. Applications shall include an outline of the proposed activities during the study leave period including dates of leave, place of study or work the intended study program, and an estimate of the expenses to be claimed against the extended study leave fund, together with an estimate of remuneration from salaries and/or grants that may be received during the period of absence. The Extended Study Leave Committee shall review applications no later than November 1 each year and recommend to the OUC President candidates for extended study leave. Approval or rejection of an application for extended study leave shall be given by December 1.
- (6) If a formal course of study is included in the extended study leave the employee shall be reimbursed from the extended study leave fund, upon the submission of receipts for tuition and/or registration and/or laboratory fees. The maximum reimbursement shall not exceed 4% of step 1 of scale 2.

- (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.
- (8) Failure to replace an employee on extended study leave shall not be used as evidence of redundancy of the employee's position.
- (9) Upon returning to OUC 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.

ARTICLE 43 - UNSPECIFIED LEAVE

- 43.01 Leave may be granted by the OUC President or designate to any employee for reasons other than those specified elsewhere in this Agreement and shall be without pay unless otherwise authorized. 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 27, and subject to the approval of the Superannuation Commissioner, superannuation contributions in accordance with Article 28, by paying the total cost of the premiums and contributions for the selected plans.

ARTICLE 44 - NEGOTIATIONS

- 44.01 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.
- 44.02 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.
- 44.03 The Association and OUC recognize the value of ongoing discussions and negotiations in matters pertaining to working conditions, employment and labour management relations. In the event of either party and/or its agent wishing to meet with the negotiating committee and/or the agent of the other party, 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.
- 44.04 Where there is a difference of opinion as to the meaning of an article or clause in the Agreement, the two negotiating committees and/or their agents shall meet on the request of either party to determine the meaning of any article or clause in this Agreement.

ARTICLE 45 - MEDIATION

- 45.01 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 the Minister of Labour under Section 74 of the Labour Relations Code of B.C. to confer with the parties and assist them in concluding a collective agreement.

ARTICLE 46 - PRINTING AND DISTRIBUTION OF COLLECTIVE AGREEMENT

- 46.01 OUC shall print and distribute copies of this Agreement to all employees covered by this Agreement no later than three months following ratification by OUC and the Association.
- 46.02 Any revisions or additions to this Agreement shall be distributed to all employees covered by this Agreement no later than three months following ratification by OUC and the Association of such revisions or additions.

ARTICLE 47 - ARTICLES HELD INVALID

- 47.01 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.
- 47.02 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 23.

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.

IN WITNESS WHEREOF BOTH PARTIES HERETO HAVE EXECUTED THESE PRESENTS:

Signed on behalf of the
University College:

Signed on behalf of the Association:

Tom Landecker, Chair
Okanagan University College Board
Association

Jim Johnson, President
Okanagan University College Faculty

Bill Bowering, President

Rob Huxtable, Chair

Okanagan University College
Faculty Association

Okanagan University College
Negotiations Committee

Jack Falk,
Vice-President, Administration
Okanagan University College

Date Signed: _____

APPENDIX "A"

SALARY SCALE 1

| April 1, 1997 | | |
|---------------|--------|----------|
| Step | ANNUAL | BIWEEKLY |
| 1 | 51,400 | 1,976.92 |
| 2 | 49,900 | 1,919.23 |
| 3 | 48,400 | 1,861.54 |
| 4 | 46,900 | 1,803.85 |
| 5 | 45,400 | 1,746.15 |
| 6 | 43,900 | 1,688.46 |
| 7 | 42,400 | 1,630.77 |
| 8 | 40,900 | 1,573.08 |
| 9 | 39,400 | 1,515.38 |
| 10 | 37,900 | 1,457.69 |
| 11 | 36,400 | 1,400.00 |
| 12 | 34,900 | 1,342.31 |

Salary Ranges by Classification and Qualification

| To | From | |
|---|---------|--------|
| Recreation and Athletic Coordinator Step 1 | Step 12 | |
| Social and Cultural Activity Coordinator | Step 12 | Step 1 |
| Social Work Field Placement Coordinator | Step 12 | Step 1 |
| Laboratory Instructor Step 1 | Step 12 | |

APPENDIX "A"
SALARY SCALE 2

| Step | July 1, 1995 | | March 31, 1996 | |
|------|--------------|----------|----------------|----------|
| | ANNUAL | BIWEEKLY | ANNUAL | BIWEEKLY |
| 1 | 37,008 | 1,423.38 | 37,338 | 1,436.08 |
| 2 | 38,869 | 1,494.96 | 39,215 | 1,508.27 |
| 3 | 40,730 | 1,566.54 | 41,092 | 1,580.46 |
| 4 | 42,591 | 1,638.12 | 42,969 | 1,652.65 |
| 5 | 44,452 | 1,709.69 | 44,846 | 1,724.85 |
| 6 | 46,313 | 1,781.27 | 46,723 | 1,797.04 |
| 7 | 48,174 | 1,852.85 | 48,600 | 1,869.23 |
| 8 | 50,035 | 1,924.42 | 50,477 | 1,941.42 |
| 9 | 51,896 | 1,996.00 | 52,354 | 2,013.62 |
| 10 | 53,757 | 2,067.58 | 54,231 | 2,085.81 |
| 11 | 55,618 | 2,139.15 | 56,108 | 2,158.00 |
| 12 | 57,479 | 2,210.73 | 57,985 | 2,230.19 |
| 13 | 59,340 | 2,282.31 | 59,862 | 2,302.38 |
| 14 | 61,201 | 2,353.88 | 61,739 | 2,374.58 |

Salary Ranges by Classification and Qualification

| To | From |
|--|--------|
| College Professor/Librarian/Counsellor/Audiovisual Coordinator/ Step 14 Educational Technology Coordinator - B.A. Degree or 4 years equivalent experience | Step 1 |
| College Professor/Librarian/Counsellor/Audiovisual Coordinator/ Step 14 Educational Technology Coordinator - M.A. or equivalent | Step 3 |
| College Professor/Librarian/Counsellor/Audiovisual Coordinator/ Step 14 Educational Technology Coordinator - Ph.D Degree | Step 4 |

APPENDIX "A"

SALARY SCALE 2

| | April 1, 1997 | |
|------|---------------|-----------|
| Step | ANNUAL | BIWEEKLY |
| *1 | *63,400 | *2,438.46 |
| 2 | 61,900 | 2,380.77 |
| 3 | 60,400 | 2,323.08 |
| 4 | 58,900 | 2,265.38 |
| 5 | 57,400 | 2,207.69 |
| 6 | 55,900 | 2,150.00 |
| 7 | 54,400 | 2,092.31 |
| 8 | 52,900 | 2,034.62 |
| 9 | 51,400 | 1,976.92 |
| 10 | 49,900 | 1,919.23 |
| 11 | 48,400 | 1,861.54 |
| 12 | 46,900 | 1,803.85 |
| 13 | 45,400 | 1,746.15 |
| 14 | 43,900 | 1,688.46 |

Salary Ranges by Classification and Qualification

From To

College Professor/Librarian/Counsellor/Audiovisual Coordinator/
Step 1
Educational Technology Coordinator - B.A. Degree or 4 years
equivalent experience

Step 14

College Professor/Librarian/Counsellor/Audiovisual Coordinator/
Step 1
Educational Technology Coordinator - M.A. or equivalent

Step 12

College Professor/Librarian/Counsellor/Audiovisual Coordinator/
Step 1
Educational Technology Coordinator - Ph.D Degree

Step 11

*Fulltime Employees on Step 14 of the March 31, 1996 salary scale will move to Step 2 effective April 1, 1997 and become eligible for an increment to Step 1 effective April 1, 1998.

APPENDIX B

SENIORITY LISTS BY AREA AND CLASSIFICATION FOR EMPLOYEES ON
CONTINUING APPOINTMENT

This list supersedes all previous lists.

Effective date October 1, 1996.

ANTHROPOLOGY

| | |
|-------------------|-------|
| Baker, James | One |
| French, Diana | Two |
| Dods, Robin | Three |
| McPherson, Naomi | Four |
| Thurston, William | Five |

ARCHAEOLOGY

| | |
|---------------|-----|
| Baker, James | One |
| French, Diana | Two |

AUDIO VISUAL CO-ORDINATOR

Vacant

BIOLOGY

COLLEGE PROFESSOR

| | |
|--------------------|----------|
| Elliott, Peter | One |
| Crowley, Tom | Two |
| Mellor, Gary | Three |
| Harling, John | Four |
| Dill, Peter | Five |
| Forrest, Mary | Six |
| Boon, Joyce | Seven |
| Jones, Melanie | Eight |
| Walker, Ian | Nine |
| Richardson, Howard | Ten |
| Ensing, John | Eleven |
| Lalonde, Robert | Twelve |
| Reid, Scott | Thirteen |

LABORATORY INSTRUCTOR

| | |
|-------------------|-------|
| Smith, David | One |
| Peachey, Gordon | Two |
| Donovan, Laurence | Three |
| Hooker, Laura | Four |
| Marshall, Tom | Five |

BUSINESS ADMINISTRATION

| | |
|--------------------|----------|
| Keeping, Ted | One |
| Burns, James | Two |
| Brooks, Jayne | Three |
| Scott, Dick | Four |
| Stephenson, Gerald | Five |
| Appleby, Richard | Six |
| Maguire, Garth | Seven |
| Burrell, David | Eight |
| Northcott, David | Nine |
| McMahan, Margo | Ten |
| Stanley, Marietta | Eleven |
| Sparling, Lynn | Twelve |
| Cram, David | Thirteen |
| Heuser, Margery | Fourteen |
| Blayney, Candace | Fifteen |
| Spence, Ron | Sixteen |

CHEMISTRY

COLLEGE PROFESSOR

| | |
|-------------------|-------|
| Bruce, Graham | One |
| Woodcock, David | Two |
| Knoess, Peter | Three |
| Oliver, Katherine | Four |
| Phillips, Paul | Five |
| Eggers, Nigel | Six |
| Johnson, Wesley | Seven |

LABORATORY INSTRUCTOR

| | |
|------------------|-------|
| Furman, Donald | One |
| Capell, Rosemary | Two |
| Davie, Kerry | Three |

CIVIL ENGINEERING TECHNOLOGY

| | |
|-----------------|-------|
| Higson, Ken | One |
| Bradley, Basil | Two |
| Gallant, Robert | Three |
| Lewis, Gary | Four |

COMPUTER SCIENCE

| | |
|------------------|-------|
| McArthur, Robert | One |
| Gandhi, Ashy | Two |
| Gee, Richard | Three |
| Ling, Daniel | Four |
| Boehm, Arthur | Five |
| Kossowski, Peter | Six |
| Paeth, Alan | Seven |

COMPARATIVE RELIGION

| | |
|--------------------|-----|
| McCullough, Barrie | One |
|--------------------|-----|

COUNSELLING

| | |
|-----------------|-------|
| Nye, Erle | One |
| Plenge, Viviann | Two |
| Tansey, Michael | Three |

ECONOMICS

| | |
|-----------------|-------|
| Thomson, Duane | One |
| McGuire, Dennis | Two |
| Dandjo, Israel | Three |
| Johnson, James | Four |
| Pasula, Kit | Five |
| Wylie, Peter | Six |

EDUCATION

| | | |
|-------------------------|-------|---|
| McCoubrey, Sharon | One | * |
| MacKenzie-Brown, Sheila | One | * |
| Carter, David | One | * |
| Green, Vicki | Two | * |
| Evans, Nancy | Two | * |
| Keeney, Patrick | Two | * |
| Wetterstrand, Greg | Three | |
| Grant-McLoughlin, John | Four | |
| Campbell, Robert | Five | |
| Warburton, Jean | Six | |

ELECTRONIC ENGINEERING TECHNOLOGY

| | |
|-----------------|-------|
| McFarlane, John | One |
| Schwartz, Gary | Two |
| Jaros, Jiri | Three |
| Hill, Allan | Four |
| Coe, Norman | Five |

ENGLISH

| | | |
|-------------------|-----------|---|
| Brigham, James | One | |
| Ellenor, Leslie | Two | |
| Duplessis, Robert | Three | |
| Colbert, Patrick | Four | |
| Griffin, Michael | Five | |
| Phillips, Ken | Five | |
| Holland, Mary | Six | |
| Ames, Clifford | Seven | |
| Lent, John | Eight | |
| McLuckie, Craig | Nine | |
| MacArthur, Janet | Ten | |
| Holton, Robert | Eleven | * |
| Treschow, Michael | Eleven | * |
| Lovesey, Oliver | Twelve | |
| Gasior, Ann | Thirteen | |
| Kamra, Sukeshi | Fourteen | |
| Holmes, Nancy | Fifteen | |
| Grauer, Lalage | Sixteen | |
| Leblanc, John | Seventeen | |

FINE ARTS

| | | |
|-------------------|----------|---|
| Garneau, Gerald | One | |
| Johnson, Murray | Two | |
| McCulloch, Mary | Three | |
| Young, Michael | Four | |
| MacHardy, Carolyn | Five | |
| MacLaurin, Ruth | Six | |
| Truscott, Eileen | Seven | |
| Suarez, Richard | Eight | |
| Johnston, Byron | Nine | * |
| Pearson, Gary | Nine | * |
| Belton, Robert | Ten | |
| Feught, Johann | Eleven | |
| Tanner, James | Twelve | |
| Biden, Douglas | Thirteen | |

FRENCH

COLLEGE PROFESSOR

Hilding, Barbara One

LABORATORY INSTRUCTOR

Sayers, Geraldine One

FRESHWATER SCIENCE

Curtis, Jeff One

GEOGRAPHY

| | | |
|-------------------|-------|--|
| Hamilton, William | One | |
| de Scally, Fes | Two | |
| Pidwirny, Michael | Three | |
| Senese, Donna | Four | |

GEOLOGY

Greenough, John One

GERMAN

Vacant

HISTORY

| | | |
|-------------------|-------|---|
| Hiebert, Albert | One | |
| Thomson, Duane | Two | |
| Hull, James | Three | * |
| Nellis, Eric | Three | * |
| Russell, Sylvia | Four | |
| Williams, Maurice | Five | |
| Russell, Peter | Six | |
| Koth, Karl | Seven | |

JAPANESE

Vacant

LIBRARY

| | |
|------------------|-------|
| Neame, Laura | One |
| Homer, Garth | Two |
| Cossentine, Anne | Three |
| Engman, Eva | Four |
| Heaslip, Eileen | Five |

MATHEMATICS

| | | | |
|------------------|------------|------------|--------|
| Pitney, Douglas | One | | |
| Fowler, Reid | Two | | |
| Buckley, Eric | Three | | |
| Butz, Edward | Four | | |
| Beckmann, Philip | Five | | |
| Spearman, Blair | Six | | |
| Murray, David | Seven | | |
| O'Brien, Donald | Eight | | |
| Kay, Daniel | Nine | | |
| Yang, Qiduan | Ten | | |
| Reid, Greg | Eleven | Lee, Clint | Twelve |
| Hare, Donovan | Thirteen * | | |
| Gill, Paramjit | Thirteen * | | |
| Carlson, Lars | Fourteen | | |

MECHANICAL ENGINEERING TECHNOLOGY

| | |
|---------------|-------|
| Cameron, Iain | One |
| Hay, Andrew | Two |
| Merkel, Craig | Three |

MUSIC

Vacant

NURSING

| | |
|----------------------|------------|
| McFadyen, Carol | One |
| Card, Sharon | Two |
| Rajabally, Mohammed | Two |
| Bassett-Smith, Joan | Three |
| Perry, Margaret Four | |
| Budgen, Claire | Five |
| McAulay, Judy | Six |
| McCreary, Leslie | Seven |
| Callaghan, Doris | Eight |
| Hill, Delcie | Nine |
| Hofmann, Katherine | Ten |
| Murphy, Ann | Eleven |
| Daviss, Linda | Twelve |
| Prowse, Gail | Thirteen |
| Beddome, Gail | Fourteen * |
| Gamble, Dianne | Fourteen * |
| Nalewajek, Filomena | Fifteen |

PHILOSOPHY

| | |
|---------------------|-------|
| McCullough, Barrie | One |
| Wrzesniewski, Piotr | Two |
| Pugsley, John | Three |
| Robinson, James | Four |

PHYSICS

COLLEGE PROFESSOR

| | |
|-------------------|-------|
| Fowler, Reid | One |
| Rickards, Bradley | Two |
| Neuman, Murray | Three |
| Christie, Richard | Four |
| Murray, Dan | Five |
| Muggeridge, Derek | Six |

LABORATORY INSTRUCTOR

| | |
|---------------|-----|
| Murray, Peter | One |
|---------------|-----|

POLITICAL SCIENCE

| | |
|--------------------|-------|
| McCullough, Barrie | One |
| Rochlin, James Two | |
| Hodge, Carl | Three |

PSYCHOLOGY

| | |
|---------------------|-------|
| MacGillivray, James | One |
| Gro, Michael | Two |
| McManus, Clare | Three |

| | | |
|---------------------|--------|---|
| Mainemer, Henry | Four | |
| Huxtable, Robert | Five | |
| Clarke, Joanne | Six | |
| Rutherford, Barbara | Seven | |
| Lethbridge, David | Eight | |
| Gabias, Paul | Nine | * |
| Cioe, Jan | Nine | * |
| Holder, Mark | Ten | |
| Krank, Marvin | Eleven | |
| Szostak, Carolyn | Twelve | |

REMEDIAL ENGLISH

Vacant

SOCIAL WORK

COLLEGE PROFESSOR

| | | |
|------------------|-------|---|
| Bruce, Vicki | One | |
| Murphy, Mary Ann | Two | |
| Lewis, Christine | Three | * |
| Sookraj, Dixon | Three | * |
| Rasmussen, Brian | Four | * |
| Lai, Daniel | Four | * |

FIELD PLACEMENT COORDINATOR

| | |
|-------------------|-----|
| Macdonald, Laurie | One |
|-------------------|-----|

SOCIOLOGY

| | |
|-------------------|-------|
| Williams, Anthony | One |
| Douglas, Helen | Two |
| Wong, Lloyd | Three |
| Poole, Peter | Four |
| Trumper, Ricardo | Five |
| Tomic, Patricia | Six |
| Netting, Nancy | Seven |

SPANISH

| | |
|----------------------|-----|
| Schulz-Cruz, Bernard | One |
|----------------------|-----|

STUDENT AFFAIRS

*

RECREATION AND ATHLETIC COORDINATOR

| | |
|--------------|-----|
| Johnson, Rob | One |
| Wilkie, Mark | Two |

SOCIAL AND CULTURAL ACTIVITY COORDINATOR

Vacant

WATER QUALITY TECHNOLOGY

Brown, Gary
Engman, RandyTwo

One

*These employees have an identified specialty in accordance with subsection 19.01 (4) (iii).

LETTER OF UNDERSTANDING #1
EXTERNAL STUDIES

1. **JURISDICTION:**

- (a) It is agreed by both parties that work for which Okanagan University College Faculty Association is certified to bargain and which is completed as external studies is within the jurisdiction of the Okanagan University College Faculty Association.

2. **TERMS AND CONDITIONS OF WORK:**

The parties agree that all faculty will be treated as if working at their normally assigned campus; therefore, where possible, the Collective Agreement between Okanagan University College and the Faculty Association will apply to these external studies courses. Where exceptions are made, it will be with the agreement of OUC and the Faculty Association.

3. **TERM OF LETTER OF AGREEMENT**

This Letter, unless changed by mutual consent of both parties, shall remain in force and effect for the same term of agreement as the Faculty Association Collective Agreement.

Signed on behalf of the
University College:

Signed on behalf of the Association:

Tom Landecker, Chair
Okanagan University College Board

Jim Johnson, President
Okanagan University College Faculty Association

Bill Bowering, President
Okanagan University College
Association

Rob Huxtable, Chair
Okanagan University College Faculty

Negotiations Committee

Jack Falk,
Vice-President, Administration & Finance
Okanagan University College

Date Signed:_____

LETTER OF UNDERSTANDING #2
ADAPTIVE LEARNING SPECIALIST

In accordance with section 9.03 (1) of the 1995/98 collective agreement, it is agreed that the position of "Adaptive Learning Specialist" will be included within the Faculty Association certification.

An "Adaptive Learning Specialist" is an employee who is qualified in assessing and recommending appropriate adaptive learning strategies for students experiencing learning difficulties resulting from a disability. The preferred minimum qualification is a Master's degree in Educational Psychology.

The role of Adaptive Learning Specialist may include any or all of the following: preparation and delivery of programs that will assist students with the development of study skills and/or compensatory learning strategies; liaison with University College instructors and counsellors, Disability Services personnel, community agencies and school representatives, and parents or advocates; administration and interpretation of psychoeducational assessments; preparation and delivery of professional development activities for staff and faculty on topics related to learning disabilities and adaptive learning; administrative duties; instructional assignments related to the adaptive learning function; professional development; and other ancillary learning assistance functions.

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

The total assigned duty for a part-time Adaptive Learning Specialist shall be less than 29.75 hours per week.

The maximum initial placement for new employees shall be step 7 (scale 2). In exceptional circumstances, and at the discretion of the OUC President or his or her designate, these maxima may be waived and the actual placement will be determined by the OUC President.

The maximum attainable step on scale shall be Step 1, Scale 2.

This Letter, unless changed by mutual consent of both parties, shall remain in force and effect for the same term of agreement as the Faculty Association Collective Agreement.

Signed on behalf of the
University College:

Signed on behalf of the Association:

Tom Landecker, Chair
Okanagan University College Board

Jim Johnson, President
Okanagan University College Faculty Association

Bill Bowering, President
Okanagan University College
Association

Rob Huxtable, Chair
Okanagan University College Faculty
Negotiations Committee

Jack Falk,
Vice-President, Administration & Finance
Okanagan University College

Date Signed: _____

LETTER OF UNDERSTANDING #3

EXTENDED STUDY LEAVE RESEARCH GRANT

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

This Letter, unless changed by mutual consent of both parties, shall remain in force and effect for the same term of agreement as the Faculty Association Collective Agreement.

Signed on behalf of Okanagan
University College:

Signed on behalf of the Okanagan
University College Faculty Association:

Tom Landecker, Chair
Okanagan University College Board

Jim Johnson, President
Okanagan University College Faculty Association

Bill Bowering, President
Okanagan University College
Association

Rob Huxtable, Chair
Okanagan University College Faculty
Negotiations Committee

Jack Falk,
Vice-President, Administration & Finance
Okanagan University College

Date Signed: _____

LETTER OF UNDERSTANDING #4

NURSING PROGRAM

- 1.0 OUC and the Faculty Association agree that in order to assist in the transition from two to one nursing departments, a special * provision for additional release time will be funded.
- 2.0 This additional release time shall be for the period July 1, 1995 to March 31, 1998.
- 3.0 The total release time shall be equivalent to the total 1993-94 department chair release time for the Diploma Nursing and BSN departments, which was 1.15 FTE. The 1994-95 nursing chair release time is .90 FTE; therefore the release time under this Letter of Understanding shall be .25 FTE.
- 4.0 The release time shall be allocated by the Dean in consultation with the department chair.

Signed on behalf of the
University College:

Signed on behalf of the Association:

Tom Landecker, Chair
Okanagan University College Board

Jim Johnson, President
Okanagan University College Faculty Association

Bill Bowering, President
Okanagan University College
Association

Rob Huxtable, Chair
Okanagan University College Faculty
Negotiations Committee

Jack Falk,
Vice-President, Administration & Finance
Okanagan University College

Date Signed: _____

LETTER OF UNDERSTANDING #5

DIRECTED STUDIES COURSES

1. Directed Studies courses are courses designated as such in the OUC calendar or timetable, and identified by the department within one of the following three categories:
 - (i) Directed Studies: Research - Faculty assigned this type of Directed Studies course shall undertake the supervision of a student who engages in a directed investigation of a research problem that involved generation of original data. Permission of the Dean, and agreement on the nature of the research project between the Department Chair and the College Professor, are required.
 - (ii) Directed Studies: Readings - Faculty assigned this type of Directed Studies course shall undertake the supervision of a student who conducts an in-depth literature review of a selected topic in an area in which the College Professor is qualified. Permission of the Dean, and agreement on the nature of the readings project between the Department Chair and the College Professor, are required.
 - (iii) Directed Studies: Attached Supervision - Faculty assigned this type of Directed Studies course shall undertake the supervision of a student who is engaged in an activity which is a required component of a course but which involved the additional supervision of another College Professor.
2. OUC may assign students in a Directed Studies course to a maximum of four students at any one time, subject to the agreements of parties outlined in clause (1.)
3. Directed Studies courses shall be assigned a workload credit as follows:
 - (i) Instructional Hours - Each hour scheduled in the course or program timetable for a directed studies course shall count as an instructional hour, to a minimum of one hour and a maximum of three hours.
 - (ii) Course Preparations - Each credit assigned the course shall equate to one hour of course preparation, unless the College Professor, Department Chair and designated supervisor agree that the course is sufficiently similar to another course assigned to the College Professor's current workload.
 - (iii) Student Contact Load - The student contact load for a directed studies course is defined as the number of students registered as of the Last Day for Late Registration and Course Changes for the course section assigned to a College Professor.
4. A College Professor shall be assigned no more than one Directed Studies course per semester.
5. This Letter, unless changed by mutual consent of both parties, shall remain in force and effect for the same term of agreement as the Faculty Association Collective Agreement.

Signed on behalf of the
University College:

Signed on behalf of the Association:

Tom Landecker, Chair
Okanagan University College Board

Jim Johnson, President
Okanagan University College Faculty Association

Bill Bowering, President
Okanagan University College
Association

Rob Huxtable, Chair
Okanagan University College Faculty
Negotiations Committee

Jack Falk,
Vice-President, Administration & Finance
Okanagan University College

Date Signed: _____

LETTER OF UNDERSTANDING #6

Multi-Institutional Framework Agreement

The parties hereto agree that, upon ratification thereof, the Recommendations of Facilitator James E. Dorsey for a Multi-institutional Agreement, dated May 15, 1996 shall be attached to and form part of this collective agreement from May 22, 1996 to March 31, 1998 and shall be in full force and effect for the term of this collective agreement.

Signed on behalf of the
University College:

Signed on behalf of the Association:

Tom Landecker, Chair
Okanagan University College Board

Jim Johnson, President
Okanagan University College Faculty Association

Bill Bowering, President
Okanagan University College
Association

Rob Huxtable, Chair
Okanagan University College Faculty
Negotiations Committee

Jack Falk,
Vice-President, Administration & Finance
Okanagan University College

Date Signed: _____