

# **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

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## **PREAMBLE**

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 instructional faculty members, librarians, counsellors, distance education tutors, audiovisual coordinators, recreation and athletic coordinators, social and cultural activity coordinators, social work field placement coordinators, educational technology coordinators, nursing practice placement coordinators, distance education tutors 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 these employees be drawn up in an agreement;

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

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

### **1.1**

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.

### **1.2**

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

### **1.3**

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

### **1.4**

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

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

### **2.1**

This Agreement, until changed by mutual consent of both parties hereto, shall be in force and effect from and after April 1, 2001, to and including March 31, 2004, thereafter unless either party gives notice to commence collective bargaining in accordance with the Labour Relations Code of British Columbia, in which case the Agreement shall remain in force until a new Collective Agreement is concluded.

## **ARTICLE 3 - UNION SECURITY**

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

#### **3.1.1**

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 3.1.2 and 3.1.5 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.

#### **3.1.2**

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

#### **3.1.3**

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

#### **3.1.4**

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.

#### **3.1.5**

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

### **3.2 Representation**

No employee or group of employees shall undertake to represent the Association at meetings with 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.

### **3.3 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.

### **3.4 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 shall in no way restrict orderly access to and use of the premises during the period of such lock-out or strike. This access shall be limited to the Executive of the Association and persons designated by the Executive of the Association, to a maximum of forty persons for the purpose of conducting Association business.

**3.5 Contract Training and Marketing Society**

Unless mutually agreed otherwise by OUC and the Association, when the Contract Training and Marketing Society secures contract training work for OUC, OUC shall consult with the Association and the BCGEU Vocational Instructors to determine which bargaining unit shall deliver the work.

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

**4.1**

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

**4.2**

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.

**4.3**

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.

**4.4**

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.

**4.5 Release Time for Union Officers**

**4.5.1**

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.

**4.5.2**

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 OUC and the Association.

**4.5.3**

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

**4.5.4**

OUC shall pay the salary and benefits accruing to such employee(s) referred to in section 4.5.1, 4.5.2, and 4.5.3 during the period of the specified leave. The Association shall pay to OUC the actual salary, benefits, recruitment and relocation costs for those employees identified by the department that are consequences of the release.

**4.5.5**

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

**4.5.6**

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

**4.6 Paid Union Leave**

**4.6.1**

OUC shall provide the Association with paid union leave to the total equivalent of one-quarter full-time equivalent per annum. OUC shall do this by reducing the amount owed by the Association for leave replacement pursuant to 4.5.4 by an amount calculated in accordance with the protocol established by OUC and the Association and agreed to on February 5, 2001.

**4.6.2**

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

**4.7 Leave of Absence for OUC Committees**

**4.7.1**

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

**4.7.2**

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

**ARTICLE 5 – PERSONNEL FILES**

**5.1**

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

**5.2**

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

**5.3**

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

**5.4**

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

**5.5**

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

**5.6**

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

## **ARTICLE 6 – ACADEMIC FREEDOM**

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.

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

OUC shall maintain the jointly agreed Code of Conduct for Faculty Student Relations and shall publish such code of conduct in the appropriate handbooks. This code of conduct shall apply to all members of the bargaining unit. Any changes in the code of conduct shall be subject to discussions and agreement between OUC and the Association.

## **ARTICLE 8 – NO DISCRIMINATION**

### **8.1**

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

### **8.2**

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

### **8.3 Sexual and Personal Harassment**

#### **8.3.1**

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

#### **8.3.2**

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

#### **8.3.3**

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

#### **8.3.4**

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

## **8.4 Definitions**

### **8.4.1**

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

### **8.4.2**

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

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

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

### **8.4.3**

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

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

### **8.4.4**

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

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

- a) Physical threat, intimidation, or assault or unwelcome physical contact such as touching, patting, pinching, and punching;
- b) Implied or expressed threat of reprisal, or denial of opportunity for refusal to comply with a request which serves no legitimate work-related purpose;
- c) Display or distribution of pictures, posters, calendars, objects, literature or other materials that are racist or, that are, by a reasonable standard, considered derogatory to a particular person or group of persons. The legitimate study, display, use or distribution of such materials that are within appropriate academic norms is not considered personal harassment.



## **8.5 Procedures**

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

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

### **8.5.2**

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

### **8.5.3 Mediation**

#### **8.5.3.1**

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

#### **8.5.3.2**

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

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

### **8.5.4 Investigation**

#### **8.5.4.1**

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

#### **8.5.4.2**

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

#### **8.5.4.3**

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

## **8.5.5 Terms of Reference of the Investigator**

### **8.5.5.1**

The purpose of the investigator will be to ascertain facts.

### **8.5.5.2**

All persons quoted in the investigation will be named.

### **8.5.5.3**

OUC, the complainant, the respondent and the Association shall each receive a copy of the investigator's report, as well as the OUC's written determination as outlined in section 8.5.7 below.

### **8.5.5.4**

The report shall not be introduced as evidence or have standing in any arbitration, or other legal procedure. This does not preclude the parties from reaching an Agreed Statement of Fact based upon facts in the report in preparation for an arbitral proceeding.

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

### **8.5.6.1**

Despite subsection 8.5.5.4 OUC is entitled to rely on the fact of mediation or the report of a third party investigator as evidence that may mitigate liability in a proceeding that follows receipt of the third party investigator's report.

### **8.5.6.2**

OUC is entitled to rely on the investigator's report as evidence that it acted in good faith in any disciplinary action that it undertook following receipt of the third party investigator's report where the issue of good faith is raised by a grievor or the Association.

### **8.5.6.3**

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

### **8.5.6.4**

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

### **8.5.6.5**

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

### **8.5.6.6**

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

## **8.5.7 Findings**

### **8.5.7.1**

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

### **8.5.7.2**

The determination shall

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

## **8.6 Rights of the Parties**

### **8.6.1**

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

### **8.6.2**

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

### **8.6.3**

Employees may process complaints about harassment through the grievance procedure according to Article 40 subject to the following changes:

#### **8.6.3.1**

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;

#### **8.6.3.2**

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;

#### **8.6.3.3**

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

#### **8.6.3.4**

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

#### **8.6.3.5**

All formal grievances under this clause shall be initiated within twelve months of the event. In the case of a series of events, a grievance shall be filed no later than twelve months after the last event in the series on which the complaint is based. The limitation period may be extended if the delay was incurred in good faith or if the delay does not result in substantial prejudice to any of the involved individuals.

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

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

## **ARTICLE 9 – COPYRIGHT AND PATENT**

### **9.1 Copyright**

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

## **9.2 Copyright Ownership**

### **9.2.1**

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

### **9.2.2**

Where copyrightable material has been prepared or created as a part of regularly assigned duties, and/or was developed under circumstances whereby the production of the copyright material is or was dependent upon a direct allocation of 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.

### **9.2.3**

When one or more employees:

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

### **9.2.4**

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 9.2.2 shall apply.

### **9.2.5**

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

### **9.2.6**

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

## **9.3 Copyright Expenses**

### **9.3.1**

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

### **9.3.2**

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

### **9.3.3**

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

### **9.3.4**

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

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

### **9.3.5**

Where consent, fees or licenses are required for the use of incorporated materials in works in which 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.

## **9.4 Copyright Proceeds**

### **9.4.1**

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

### **9.4.2**

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

## **9.5 Copyright Warranty**

In accordance with Article 10 (Indemnity), the employee(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.

## **9.6 Patent**

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

### **9.6.1**

OUC agrees that employees have the unqualified right to publish their inventions, improvements, designs or developments and, except as noted in section 9.6.3, 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).

## **9.6.2**

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 9.6.3, shall be entitled to all the proceeds therefrom.

## **9.6.3 Patent Agreement**

### **9.6.3.1**

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

### **9.6.3.2**

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.

## **9.7 Patent Application**

### **9.7.1**

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 40 (Grievance Procedure). If the employee(s) fail 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.

### **9.7.2**

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.

### **9.7.3**

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.

### **9.7.4**

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.

**9.8**

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

**9.9**

In the event that one or more persons is significantly involved in the creation of the invention, improvement, design or development, as described above, then the proportion of the patent attributable to each person shall be determined by those persons before an application for patent is made and, where 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 40 (Grievance Procedure).

**ARTICLE 10 - INDEMNITY**

**10.1**

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

**ARTICLE 11 – RIGHTS OF MANAGEMENT**

**11.1**

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 12 - DEFINITIONS OF EMPLOYEE CLASSIFICATIONS**

**12.1 Definition of an Employee**

An employee is any person engaged by OUC who has reported for duty as a full-time or part-time instructional faculty member, librarian, counsellor, educational technology coordinator, audiovisual coordinator, recreation and athletic coordinator, social and cultural activity coordinator, social work field placement coordinator, nursing practice placement coordinator, distance education tutor, research associate or any other person who holds a position for which the Association is certified to bargain.

**12.2 Definitions of Employee Classifications**

**12.2.1 Instructional Faculty Members**

An Instructional Faculty Member is an employee who has mastered a body of knowledge adequate for him or her to develop and teach courses or programs within his or her area of specialization. The minimum qualification is an earned doctorate, or equivalent. All instructional faculty members shall be employed in one of the following ranks:

**12.2.1.1 Lecturer**

An Instructional Faculty Member who holds this rank has demonstrated evidence of potential in teaching and scholarly activity, but might not hold the terminal academic qualification for the discipline.

**12.2.1.2 Assistant Professor**

An Instructional Faculty Member who holds this rank normally has completed the terminal academic qualification for the discipline and has demonstrated evidence of ability in teaching and scholarly activity.

### **12.2.1.3 Associate Professor**

An Instructional Faculty Member who holds this rank normally has met the criteria for Assistant Professor and has a record of effective teaching, a record of sustained and productive scholarly activity, and demonstrated service to OUC, the profession and the community.

### **12.2.1.4 Full Professor**

An Instructional Faculty Member who holds this rank normally has met the criteria for Associate Professor and has a) a lengthy and meritorious record of effective teaching at all levels, b) international recognition and high standing in the discipline, c) sustained and productive contribution to the advancement of scholarship, and d) significant service to OUC, the profession and the community.

## **12.2.2 Librarians**

A Librarian is an employee who has mastered the field of library science to a level adequate for him or her to provide leadership in the development and operation of a library in his or her area of specialization, or a term employee who is qualified in library science. The preferred minimum qualification is a Master's degree in library science. All librarians shall be employed in the one of the following ranks:

### **12.2.2.1 Librarian I**

A Librarian who holds this rank has a professional degree from an accredited school of library and/or information studies or its equivalent and has demonstrated evidence of potential in the required duties and responsibilities.

### **12.2.2.2 Librarian II**

A Librarian who holds this rank normally has met the criteria for Librarian I and has successfully completed his or her Probationary Appointment.

### **12.2.2.3 Librarian III**

A Librarian who holds this rank normally has met the criteria for Librarian II, has demonstrated effective performance of the responsibilities of the position, and has sustained and productive performance in academic and community service in OUC and in scholarly and professional activity.

### **12.2.2.4 Librarian IV**

A Librarian who holds this rank normally has met the criteria for Librarian III and has a) an earned doctorate, b) a lengthy and meritorious record of effective performance as a librarian, c) international recognition in the field of information services, d) sustained and productive contribution to the advancement of scholarship, and e) significant service to OUC, the profession and the community.

## **12.2.3 Counsellors**

A Counsellor is an employee qualified in one or more of: career, educational, and/or personal counselling, prior learning assessment, or adaptive learning. All Counsellors shall be employed in the one of the following ranks:

### **12.2.3.1 Counsellor I**

A Counsellor who holds this rank has at least a Master's Degree in an appropriate discipline and has demonstrated evidence of potential in the required duties and responsibilities.

### **12.2.3.2 Counsellor II**

A Counsellor who holds this rank has met the criteria for Counsellor I, has a professional designation as a psychologist, clinical Ph.D or equivalent, and has successfully completed his or her Probationary Appointment.

### **12.2.3.3 Counsellor III**

A Counsellor who holds this rank has met the criteria for Counsellor II, demonstrated effective performance of the responsibilities of the position, and has shown sustained and productive performance in academic and community service in OUC and in scholarly and professional activity.



#### **12.2.3.4 Counsellor IV**

A Counsellor who holds this rank has met the criteria for Counsellor III and has a) a lengthy and meritorious record of effective performance as a counsellor, b) international recognition in his or her discipline, c) sustained and productive contribution to the advancement of scholarship, and d) significant service to OUC, the profession and the community.

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

An Educational Technology Coordinator is 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. All Educational Technology Coordinators shall be employed in one of the following ranks:

##### **12.2.4.1 Educational Technology Coordinator I**

An Educational Technology Coordinator who holds this rank has a professional degree from an accredited school of information studies or its equivalent and has demonstrated evidence of potential in the required duties and responsibilities.

##### **12.2.4.2 Educational Technology Coordinator II**

An Educational Technology Coordinator who holds this rank normally has met the criteria for Educational Technology Coordinator I and has successfully completed his or her Probationary Appointment.

##### **12.2.4.3 Educational Technology Coordinator III**

An Educational Technology Coordinator who holds this rank normally has met the criteria for Educational Technology Coordinator II, has demonstrated effective performance of the responsibilities of the position, and has sustained and productive performance in academic and community service in OUC and in scholarly and professional activity.

##### **12.2.4.4 Educational Technology Coordinator IV**

An Educational Technology Coordinator who holds this rank normally has met the criteria for Educational Technology Coordinator III and has a) an earned doctorate, b) a lengthy and meritorious record of effective performance as an Educational Technology Coordinator, c) international recognition in the field of information services, d) sustained and productive contribution to the advancement of scholarship, and v) significant service to OUC, the profession and the community.

#### **12.2.5 Audiovisual Coordinator**

An Audiovisual Coordinator is 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.

#### **12.2.6 Recreation and Athletic Coordinator**

A Recreation and Athletic Coordinator is 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.

#### **12.2.7 Social and Cultural Activity Coordinator**

A Social and Cultural Activity Coordinator is 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.

#### **12.2.8 Social Work Field Placement Coordinator**

A Social Work Field Placement Coordinator is 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.

### **12.2.9 Nursing Practice Placement Coordinator**

A Nursing Practice Placement Coordinator is an employee who is qualified to develop and maintain nursing clinical placement sites and orient and train clinical placement supervisors. The preferred minimum qualification is a Master's degree in nursing.

### **12.2.10 Distance Education Tutor**

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

### **12.2.11 Research Associate**

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

## **12.3 New Classifications**

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

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.

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

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

## **ARTICLE 13 - SELECTION OF EMPLOYEES**

### **13.1 Vacancies**

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

### **13.2 Selection: Open Competition**

The selection process outlined below shall be used to fill all positions with the exception of those listed in clause 13.3.

#### **13.2.1 Posting and Advertising**

##### **13.2.1.1**

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

##### **13.2.1.2**

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

#### **13.2.2 Selection Committees**

##### **13.2.2.1**

A selection committee shall consist of three employees on probationary, candidacy, or tenured appointments from the department, including the Department Chair if appropriate, one employee on probationary, candidacy, or tenured appointment from a related department, one representative from the appropriate Okanagan University College student association, and at the discretion of OUC, the designated supervisor (or designate).

#### **13.2.2.2**

A selection committee for a cross-appointed position (see clause 14.14) shall consist of three employees on probationary, candidacy, or tenured appointments from each department, including the Department Chairs if appropriate, one representative from the appropriate Okanagan University College student association, and at the discretion of OUC, the designated supervisor(s) (or designate).

#### **13.2.2.3**

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

#### **13.2.2.4**

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

#### **13.2.2.5**

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

#### **13.2.2.6**

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

#### **13.2.2.7**

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

#### **13.2.2.8**

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

#### **13.2.2.9**

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

#### **13.2.2.10**

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

### **13.2.3 Selection Process**

#### **13.2.3.1**

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

#### **13.2.3.2**

Selection committees shall base their recommendations on the criteria determined under clause 13.1.

#### **13.2.3.3**

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

#### **13.2.3.4**

No position shall be offered to any candidate who has not been recommended by a majority of a selection committee except under the following circumstance. If a selection committee is unable to reach a majority decision regarding the recommendation of a candidate, and is unable to propose actions that can reasonably be expected to fill the vacant position in a timely and expeditious manner, 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.

#### **13.3 Exceptions to the Open Competition Selection Process**

The selection process outlined in clause 13.2 shall be initiated for all positions except for:

- a) short-term term or short-term part-time specialist positions in a clearly defined emergency situation in accordance with clause 13.4, or
- b) term appointments in which the work is assigned to a partial-load tenured employee or to a former term employee in accordance with clause 13.6 or 13.7, or
- c) renewal of a part-time specialist position in accordance with clause 13.8, or
- d) to staff courses in the Intersession where a term appointment is assumed by a probationary, candidacy, or tenured employee in accordance with clause 13.9 or
- e) the appointment of research associates in accordance with clause 13.10, or
- f) renewal of a distance education tutor position in accordance with clause 13.11.

#### **13.4 Selection: Clearly Defined Emergency Situation**

An emergency situation is defined as one in which the time available to secure the services of a term or part-time specialist employee is not sufficient to permit adherence to the 14 calendar day posting requirement of subsection 13.2.1.2. In such cases, the designated supervisor in collaboration with the Department Chair, shall be responsible for recommending candidates to the OUC President.

#### **13.5 Selection: Term Appointment**

When OUC intends to offer a term appointment, it shall first attempt to fill the appointment in accordance with clause 13.6. If the appointment cannot be filled in accordance with clause 13.6 it may be filled in accordance with clause 13.7. If the appointment is not filled in accordance with clause 13.6 or 13.7 it shall be filled by open competition.

#### **13.6 Term Appointment Assumed by a Partial-load Tenured Employee**

##### **13.6.1**

OUC shall notify the partial-load tenured employees in the appropriate department who shall, subject to sections 13.6.2 and 13.6.3, have right of first refusal, on a seniority basis, for such appointments for which they are qualified.

##### **13.6.2**

A partial-load tenured employee who assumes a full-time term appointment shall, for the duration of the appointment, be deemed to have taken a leave without pay from his or her partial-load tenured appointment, and shall receive the appropriate full-time salary in accordance with clause 41.1. The employee shall retain all the rights of his or her partial-load tenured appointment.

### **13.6.3**

A partial-load tenured employee may accept a part-time term appointment in addition to his or her partial-load tenured appointment provided that the employee's total workload from the two appointments, taken together, would not constitute a full-time overload as defined in Article 43. Partial-load tenured employees who accept a part-time term appointment shall receive additional compensation as determined by the appropriate part-time salary formula in clause 41.2 but shall not be eligible to claim travel expenses pursuant to clause 46.2.

### **13.6.4**

A partial-load tenured, non-instructional employee who has accepted a part-time term appointment, pursuant to subsection 14.6.1.9, at an adjacent centre shall upon request, have his or her ongoing partial-load tenured appointment amended if he or she accepts a similar part-time term appointment at the adjacent centre in the next college year. The employee shall receive a new offer of appointment, effective at the start of the second year's duty period, in which his or her revised partial load shall be stated.

### **13.7 Renewal of a Term Appointment**

If a term appointment has not been assumed by a partial-load tenured employee pursuant to clause 13.6, or by an employee with right of first refusal pursuant to Article 58, it shall be offered to a former term employee, provided the employee has given satisfactory service, the designated supervisor and the department are in agreement, and the renewal does not violate clause 14.13. In accordance with clause 42.1, former refers to a term employee who has been employed within the previous two years.

### **13.8 Selection: Part-time Specialist Appointment**

When OUC intends to offer a part-time specialist appointment, it shall be filled by open competition unless the designated supervisor and the department are in agreement that it shall first be offered to a former part-time specialist employee who has given satisfactory service. In accordance with clause 42.1, former refers to a part-time specialist employee who has been employed within the previous two years.

### **13.9 Selection: Term Intersession Appointment**

When OUC intends to offer a term intersession appointment, it shall notify probationary, candidacy, and tenured employees working under the provisions of Mode A or Mode B in the appropriate department who shall have right of first refusal, on a seniority basis, for the intersession work for which they are qualified pursuant to clause 26.1. If this right is not exercised by any employee on probationary, candidacy, or tenured appointment, this right shall pass to employees with right of first refusal pursuant to Article 58. If the appointment cannot be filled in accordance with clause 26.1 or Article 58 it shall be filled by open competition.

### **13.10 Selection: Research Associate**

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

### **13.11 Selection: Distance Education Tutor**

When OUC intends to offer a distance education tutor appointment, it shall notify probationary, candidacy, and tenured employees working under the provisions of Mode A or Mode B in the appropriate department who shall have right of first refusal, on a seniority basis, for distance education work for which they are qualified pursuant to clause 26.2. If no probationary, candidacy, or tenured employee claims the course, it may be offered to a former distance education tutor provided the employee has given satisfactory service, the designated supervisor and the department are in agreement, and the renewal does not violate clause 14.13. In accordance with clause 42.1, former refers to a distance education tutor who has been employed within the previous two years. If the appointment cannot be filled in accordance with this clause, it shall be filled by open competition.

## **ARTICLE 14 - APPOINTMENT OF EMPLOYEES**

### **14.1 Appointment Categories**

All employees shall be appointed to one of the following five categories: probationary, candidacy, tenured, term, part-time specialist.

#### **14.2 Probationary Appointment**

A probationary appointment is an appointment for a three-year term to a full-time position that, on successful completion, leads to conversion to a candidacy appointment.

#### **14.3 Candidacy Appointment**

A candidacy appointment is an appointment with a three-year term to a full-time position and leads to consideration for tenure under Article 16.

#### **14.4 Probationary Period and Conversion to Candidacy Appointments**

##### **14.4.1**

Each year during a probationary appointment, the employee shall meet with his or her designated supervisor to discuss his or her annual report and teaching evaluations, if any. Following this meeting the designated supervisor shall give written notice to the employee, informing him or her whether his or her performance is satisfactory or whether the employee needs to bring his or her work up to a required standard by the end of the probationary period. Should the designated supervisor deem it necessary to inform the employee that failure to be converted to a candidacy appointment may follow if the employee fails to bring his or her work up to a required standard, OUC shall, at the time of the notice, give written particulars of such notice to the Association.

##### **14.4.2**

OUC shall notify employees, normally at least three months but not less than two months prior to the expiration of their probationary appointment, indicating that either the probationary period has been successfully completed or has not been successfully completed. On successful completion, the employee shall be converted to a candidacy appointment. If the candidate has not successfully completed the probation the employee shall not be converted to a candidacy appointment. In the latter case the reason for failure to be converted to a candidacy appointment 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 and shall receive a candidacy appointment.

##### **14.4.3**

The term of a probationary appointment may be extended by the length of time spent on leave in excess of one month unrelated to his or her OUC duties.

##### **14.4.4**

Notwithstanding section 14.4.2, if OUC finds an employee unsuitable for employment during the probationary appointment, OUC may terminate the appointment with at least one month's written notice. The notice shall state the reason for the termination.

#### **14.5 Tenured Appointment**

A tenured appointment is an appointment without term to a full-time position. A tenured appointment shall continue until retirement, resignation or until otherwise terminated, pursuant to this Agreement.

#### **14.6 Term Appointment**

##### **14.6.1**

A term appointment is an appointment for a specified period to a full-time or part-time position that carries no implication of renewal or continuation beyond the contractually limited term. A term appointment may be created only to meet the following special needs:

##### **14.6.1.1**

To replace employees on leave, release or secondment in accordance with clause 19.1. The length of such a term appointment shall not exceed the lesser of 24 months or the term of the leave, release or secondment of the employee being replaced.

**14.6.1.2**

To staff a position in response to an emergency arising from the death, unexpected resignation, retirement, suspension or termination of an employee. The length of such a term appointment shall not exceed 12 months.

**14.6.1.3**

To staff a vacant position. Such a position may not persist for more than 12 months without the mutual agreement of OUC and the Association.

**14.6.1.4**

To staff a research associate position for the term of the research project.

**14.6.1.5**

To staff a position made possible by directed funding that is in place for a specified and finite period of time. The length of such a term appointment shall not exceed the initial period of directed funding.

**14.6.1.6**

To staff courses in the intersession period.

**14.6.1.7**

To staff a part-time distance education tutor position.

**14.6.1.8**

To staff a part-time position for the administration and interpretation of psychoeducational assessments.

**14.6.1.9**

Subject to the limitations of (a), (b), (c) and (d) below, to staff a part-time position which is created when the staffing needs of an area exceed the capacity of the complement of probationary, candidacy or tenured employees.

- a) In a department and instructional classification where there is at least one partial-load tenured employee (excluding voluntary partial-load employees) the amount of such work that can be assigned to term employees shall be no more than two course-equivalents (see clause 23.2 and 23.4) over the Fall and Winter semesters.
- b) In a department and non-instructional classification where there is at least one partial load tenured employee (excluding voluntary partial-load employees) the amount of such work that can be assigned to term employees shall not exceed 454 hours per academic year, (July 1 – June 30).
- c) In a department and instructional classification where there are no partial-load tenured employees (excluding voluntary partial-load employees) the amount of such work that can be assigned to term employees shall be no more than five course-equivalents over the Fall and Winter semesters.
- d) In a department and non-instructional classification where there are no partial load tenured employees (excluding voluntary partial-load employees) the amount of such work that can be assigned to term employees shall not exceed 1365 hours per academic year, (July 1 – June 30).

**14.7 Part-time Specialist Appointments**

**14.7.1 Part-time Instructional Specialist**

A part-time instructional specialist appointment is an appointment for a specified period, not to exceed 12 months, to a part-time instructional position created to meet specialized instructional needs in an area of specialization. Such a position shall normally be created only to allow the limited employment of individuals with special expertise or professional skills.

#### **14.7.2 Part-time Library Specialist Appointment**

A part-time library specialist appointment is an appointment for a specified period, not to exceed 12 months, to a part-time Librarian position created to meet specialized library needs

#### **14.7.3 Part-time Nursing Practice Associate Specialist Appointment**

A part-time nursing practice associate specialist appointment is an appointment for a specified period, to teach the 12-hour clinical component and the one hour attached seminar of a lower level 16-hour nursing practice course .

#### **14.7.4**

Part-time specialist appointments can be created only with the mutual agreement of OUC and the Association, upon recommendation of the department. Such agreement shall not be unreasonably denied by either party.

#### **14.8 Notification to the Association**

The Association shall be informed in writing of the creation or renewal of any proposed part-time specialist appointments or any other term appointments, and the special needs giving rise to such appointments.

#### **14.9 Simultaneous Appointments**

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

- a) employees working under the provisions of Mode A or Mode B may simultaneously hold term appointments to teach intersession courses pursuant to clause 13.12, and
- b) employees working under the provisions of Mode A or Mode B may simultaneously hold term appointments to teach Distance Education courses pursuant to clause 13.14, and
- c) partial-load tenured employees may simultaneously hold separate term appointments during the Fall or Winter semesters pursuant to clause 13.9.

#### **14.10 Centre Assignment**

##### **14.10.1**

With the exception of a distance education tutor, each employee shall be assigned to one OUC centre or campus, or location.

##### **14.10.2**

An employee may be assigned duties in the OUC region other than at his or her assigned centre and campus, or location. With the exception of section 13.9.3, 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 46).

#### **14.11 Appointment Process**

##### **14.11.1**

With the exception of clause 60.4 and section 14.11.9 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.

##### **14.11.2**

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.



**14.11.3**

The offer of appointment to a probationary, candidacy or tenure-track position shall include the following:

- a) rank
- b) appointment category
- c) salary
- d) designated supervisor
- e) assigned OUC centre or location
- f) department, with the exception specified in section 14.11.5
- g) whether the appointment is a cross-appointment (see clause 14.14)
- h) whether the position has been assigned a teaching career path workload and whether there is a significant responsibility for laboratory teaching (see clause 23.3)

In the case of probationary or candidacy appointments the offer of appointment shall also state whether further qualifications must be obtained as a condition of tenure as specified in section 16.4.3.

**14.11.4**

The offer of appointment to a term position shall include the following:

- a) rank
- b) appointment category
- c) salary
- d) designated supervisor
- e) assigned OUC centre or location
- f) length of the appointment
- g) department, with the exception specified in section 14.11.5.

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

**14.11.5**

Audiovisual Coordinators shall be appointed to the Audiovisual area, Recreation and Athletic Coordinators and Social and Cultural Activity Coordinators shall be appointed to the Student Affairs area, and Educational Technology Coordinators shall be appointed to the Education Technology area. These areas shall not be considered to be departments within the meaning of Article 33.

**14.11.6**

The offer of appointment to a part-time specialist position shall include the rank, salary, department, designated supervisor, assigned OUC centre or location, length of the appointment, the assigned course, and, whenever possible, the meeting times of the course.

**14.11.7**

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.

**14.11.8**

Upon signing and returning one copy of the appointment form to the Human Resources 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.

**14.11.9**

A short-term term or short-term part-time specialist employee appointed in a clearly defined emergency in accordance with clause 13.7 shall be sent a letter confirming the appointment and the salary.

**14.11.10**

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.

**14.12 Conversion**

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

**14.13 Restrictions on Employees Holding Term Appointments**

**14.13.1**

With the exception of Article 58 and section 14.13.2 where

- a) an employee has been employed as an instructional faculty member in one or more term appointments for a total of four semesters; or
- b) an employee, other than a research associate, has been employed in a non-instructional classification in one or more term appointments for a minimum of 68 weeks and a minimum of 760 hours;

OUC will not accept, nor will it consider, an application for any kind of future appointment from such an employee or former employee, unless the future employment is for a tenured appointment. The time limits specified in this clause shall start as of July 1, 2000.

**14.13.2**

Tenured employees who assume term appointments in accordance with Article 13 shall be exempt from the provisions of 14.13.1.

**14.14 Cross-Appointments**

**14.14.1**

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

**14.14.2**

The terms and conditions of the cross-appointment, including the proportion of duties in each department shall be included in the offer of appointment. The selection procedure for initial cross-appointments shall be in accordance with Article 13.

**14.14.3**

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

**14.14.4**

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

**14.14.5**

The primary department shall be responsible for departmental matters related to promotion and tenure.

## **ARTICLE 15 - PROBATION**

### **15.1**

The provisions of this Article apply only to employees appointed to a continuing appointment as a Coordinator and to those employees appointed to a continuing appointment prior to April 1, 2001 who, at the time of the signing of this Agreement, had not yet completed their probationary period and who have not exercised their right to be converted to a candidacy appointment under paragraph 3 of Letter of Understanding #10 (Conversion from Continuing Appointments to Tenured Appointments).

### **15.2**

For an employee with a continuing appointment in a degree completion instructional position 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.

### **15.3**

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.

### **15.4**

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.

### **15.5**

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.

### **15.6**

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.

### **15.7**

Notwithstanding clause 15.6 and with the exception of clause 39.4, 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.

### **15.8**

With the exception of clause 15.9, if an employee on a term appointment is subsequently offered a continuing appointment, service in the term appointment shall count as credit to a maximum of one year toward the probationary period of the continuing appointment provided that at least one evaluation has taken place during the term appointment.

### **15.9**

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

## **ARTICLE 16 - TENURE**

### **16.1**

Decisions on the granting of tenure to employees shall be made by the Board upon the recommendation of the President.

### **16.2 Consideration for Tenure**

#### **16.2.1**

An employee holding a candidacy appointment, as defined in clause 14.3, must be considered for tenure not later than the third year of his or her candidacy appointment. When an employee has been considered for tenure, he or she must be notified of the decision on or before January 15 of the college year in which he or she was considered.

#### **16.2.2**

In exceptional cases or where an appointee was previously tenured at an accredited University, and upon a recommendation by a selection committee, OUC may make an initial appointment with tenure. In such cases, the UCRC (University College Review Committee) shall assess the candidate's qualifications, and make a recommendation to the President prior to his or her recommendation to the Board.

#### **16.2.3**

The UCRC shall not consider an employee's application for tenure unless he or she has received a candidacy appointment, except as provided in section 16.2.2.

#### **16.2.4**

The normal time for tenure consideration is during the third year of a candidacy appointment, but an employee may apply for tenure during any year of his or her candidacy appointment. The employee who chooses to be considered for tenure prior to the final year of his or her candidacy appointment shall not be required to satisfy criteria beyond those normally considered for tenure, nor shall the UCRC lower its standards to accommodate such a candidate. An employee initiates the procedure towards early tenure consideration in accordance with section 16.3.1.

#### **16.2.5**

An employee who has made an unsuccessful early application for tenure may not apply for tenure again until the final year of his or her candidacy appointment.

#### **16.2.6**

In exceptional circumstances, and with the approval of the Dean or Director, a candidate may extend his or her candidacy appointment by no more than two years for the purpose of deferring consideration for tenure.

### **16.3 Application for Tenure**

#### **16.3.1**

An employee in, or about to enter, the third year of his or her candidacy appointment shall be notified by the Dean or Director, in writing, of the upcoming tenure hearing no later than July 1 of the college year in which the tenure decision will be made. An employee who chooses to be considered for tenure prior to the final year of his or her candidacy appointment shall give notice, in writing, to the Dean or Director of his or her intention no later than July 1 of the college year in which the tenure decision will be made.

#### **16.3.2**

Employees who are to be considered for tenure shall submit an application through the Dean or Director no later than September 1 of the college year in which the tenure decision will be made.

### **16.3.3**

The application shall be accompanied by: an up-to-date curriculum vitae, a summary of teaching experience, copies of all relevant scholarly publications or works, a summary of the candidate's contribution to OUC, his or her profession, and the community, and any other documentation the candidate considers as evidence of fulfillment of criteria.

### **16.3.4**

The Dean or Director shall forward the application, supporting documentation, and a copy of the employee's official personnel file to the Chair of the relevant Departmental Review Committee within 5 working days of receipt of an application. The applicant shall receive a copy of his or her official file.

### **16.3.5**

OUC and all employees participating in the tenure process shall maintain confidentiality.

## **16.4 Criteria for Tenure**

### **16.4.1**

Tenure shall be granted when there is consistent evidence of satisfactory academic performance, demonstrated professional growth, and the promise of future development. The normal academic qualifications and their equivalents are the same for tenure as those required for appointment to Assistant Professor, Counsellor II, or Librarian II.

### **16.4.2**

The normal criteria for tenure shall be:

- a) a record of exemplary performance as a teacher, librarian, counsellor, or educational technology coordinator
- b) satisfactory record of academic, professional and OUC service,
- c) evidence of long-term potential as a continuing employee,
- d) for instructional faculty members, a sustained and productive record of research, scholarship, creative achievement or professional work.

### **16.4.3**

Where OUC has concerns about professional qualifications at the time of appointment, the letter of appointment shall state whether further qualifications must be obtained as a condition of tenure. Once a candidate has been recognized as having appropriate professional qualifications either by letter of appointment or by virtue of having been granted tenure by OUC, the criterion of professional qualifications shall be deemed satisfied for future consideration under this Agreement.

### **16.4.4**

A demonstrated record of excellence in teaching or professional work may be used to lessen the usual standards required in research, scholarship or creative achievement. Where an employee has a teaching career path workload, excellence in teaching and professional work shall lessen the standards required in research, scholarship or creative achievement.

## **16.5 Review and Recommendation by the Departmental Review Committee (DRC)**

### **16.5.1**

By September 15, the Department Chair shall convene a DRC consisting of all tenured members of the department. Where there are fewer than 3 tenured members available, the eligible members of the department shall choose additional members from a cognate department with the approval of the Dean or Director. Subsequent meetings shall be convened as required.

**16.5.2**

Procedures for consultation shall be agreed upon by the members of the DRC and approved by the Dean or Director. Each member in the department shall be informed of the agreed procedures. The Dean or Director shall maintain a file on all such procedures open to all members of the DRC and the applicant.

**16.5.3**

The DRC shall be responsible for electing a Chair of the committee. Meetings of the DRC shall be held in-camera and shall be conducted in accordance with Robert's Rules of Order. Records of proceedings shall be maintained and the recommendation on the tenure of a candidate shall be by simple majority.

**16.5.4**

Prior to deliberations, the DRC shall interview the candidate.

**16.5.5**

Should members of the DRC be unable to participate in committee deliberations, written opinions may be submitted to the committee. In no case shall deliberations be transacted in the absence of a quorum, which shall be two-thirds (2/3) of the members of the DRC (rounded to the nearest whole number).

**16.5.6**

The DRC shall meet to consider the candidate's qualifications against the tenure criteria in clause 16.4. The application file (see section 16.3.4), faculty submissions, and the interview are the only material to be considered by the committee

**16.5.7**

When the DRC has considered a tenure decision, the Chair of the committee shall prepare a draft report of the committee and circulate it to members to invite comments. The report shall contain a complete statement of reasons for the committee recommendation, including a report of majority and minority opinions.

**16.5.8**

The Chair of the DRC shall forward the DRC's recommendation, the record of the vote, the full report of the committee, and any information considered by the committee to the Dean or Director by October 1 of the application year.

**16.5.9**

At the time the recommendations are forwarded to the Dean or Director, the Chair of the DRC shall send to the candidate a copy of all materials forwarded to the Dean or Director. The candidate may provide a written response to the Dean or Director that will be included in the application file.

**16.5.10**

The Dean or Director shall review recommendations received from the Chair for adherence to proper procedures and consistency with the documentation presented. Where the Dean or Director has concerns about a particular case, he or she may request further information from the Chair of the DRC. The Dean or Director may also discuss the matter with the candidate.

**16.5.11**

The Dean or Director shall forward the recommendation of the DRC to the UCRC no later than October 15 of the application year.

**16.6 Review and Recommendation by the University College Review Committee (UCRC)**

**16.6.1**

The University College Review Committee shall consist of seven voting members: the Vice-President, Academic, who shall chair the committee; the Dean or Director of the candidate's faculty; one Dean appointed by the President; and four tenured faculty members elected by the Education Council with at least one from the Faculty of Arts, at least one from the Faculty of Science, and at least one from professional or career/technology programs. In addition, Education Council shall elect three tenured faculty members to serve as alternates.

**16.6.2**

Within 10 working days of receipt of the recommendation of DRC, the Vice-President, Academic shall convene a meeting of the UCRC to consider the recommendation. Subsequent meetings shall be convened as required.

**16.6.3**

Each candidate shall be offered an interview with the UCRC. Prior to the interview, the committee will meet to discuss any concerns or issues requiring clarification. The candidate shall be informed in writing of specific concerns or requests for clarification. The candidate may submit a case in writing and in person. The candidate may add additional documentation to his or her application file up to the time of the interview.

**16.6.4**

Recommendations of the UCRC shall be based only on the application file, the report of the DRC, and the interview.

**16.6.5**

The UCRC shall keep official minutes including all records of recommendations and reasons for them as well as numerical records of all votes.

**16.6.6**

Meetings of the UCRC shall be held in-camera. The recommendation on the tenure of a candidate shall be by simple majority.

**16.6.7**

The UCRC shall forward a recommendation to the President no later than November 15. The recommendation of the committee shall either be to grant tenure effective August 1, or to deny tenure. A copy of the recommendation shall be sent to the candidate at the same time as it is sent to the President. In the case of a negative recommendation, a numerical record of the vote and a written statement of reasons for the recommendation shall be included.

**16.7 Decision on Tenure**

**16.7.1**

The President shall communicate her or his recommendation to the candidate, Department Chair and Dean or Director in writing by December 15 unless prevented from doing so due to illness or absence from OUC. The recommendation of the UCRC shall either be to grant tenure effective August 1, or to deny tenure. The recommendation to the Board shall be copied to the candidate, Department Chair, and Dean or Director.

**16.7.2**

Where the decision of the President is to deny tenure, the President shall specify the reasons to the candidate in writing.

**16.7.3**

The President shall transmit to the Board his or her positive recommendation for tenure of candidates.

**16.8 Appeal**

A negative decision may be appealed according to the procedures described in Article 18.

**ARTICLE 17 - PROMOTION**

**17.1**

The President shall make decisions on the granting of promotion to employees upon recommendation by the University College Review Committee.

## **17.2 Application for Promotion**

### **17.2.1**

The employee shall initiate application for promotion through the Dean or Director no later than September 30 of the year in which such consideration is to occur.

### **17.2.2**

An employee who requests consideration for promotion shall submit such request to the Dean or Director. The application shall be accompanied by: an up-to-date curriculum vitae; a summary of teaching experience; copies of all relevant scholarly publications or works; a summary of the candidate's contribution to OUC, his or her profession, and the community; and other documentation the candidate considers as evidence of fulfillment of promotion criteria. In the case of consideration of promotion to the rank of Full Professor, Librarian IV, Counsellor IV, or Educational Technology Coordinator IV, the employee shall also provide the names of at least three external referees and three internal referees.

## **17.3 Criteria for Promotion**

### **17.3.1**

The criteria for promotion shall include the basic qualifications and requirements for the appropriate rank described in Article 12. Previous service and rank attained at other universities shall be given due consideration when an individual applies for promotion.

### **17.3.2 Promotion of Instructional Faculty Members**

#### **17.3.2.1**

If an employee is appointed at the rank of Lecturer and is working to complete the requirements for an earned Doctorate or equivalent degree required for appointment as Assistant Professor, the employee shall be promoted to the rank of Assistant Professor upon successful completion of these requirements. Such completion shall be confirmed by receipt of a certified transcript from the granting university by the Vice-President, Academic.

#### **17.3.2.2**

Employees holding the rank of Assistant Professor at the time of making an application for tenure shall make a single application for tenure and promotion to the rank of Associate Professor in accordance with Article 16. If the employee is granted tenure, promotion shall also be granted.

#### **17.3.2.3**

Employees hired after April 1, 2001 shall normally have completed at least 8 years at the rank of Associate Professor before being eligible for promotion to the rank of Full Professor.

#### **17.3.2.4**

Employees hired as Continuing College Professors and Laboratory Instructors before April 1, 2001 may elect to apply for promotion from Associate to Full Professor provided that they accept the same teaching load provisions that apply to faculty members appointed after April 1, 2001, and described in Mode C. Such faculty members shall have completed at least three years of service at the rank of Associate Professor under the provisions of Mode C and at least ten years of service at OUC before being eligible for promotion to the rank of Full Professor.

#### **17.3.2.5**

A demonstrated record of excellence in teaching or professional work may be used to lessen the usual standards required in scholarly or creative work. Where an employee has a teaching career path workload, excellence in teaching and professional work shall lessen the standards required in research, scholarly or creative achievement.



### **17.3.3 Promotion of Librarians**

#### **17.3.3.1**

Employees holding the rank of Librarian I shall make an application for promotion to the rank of Librarian II in the final year of their probationary appointment. If an employee successfully completes his or her probationary period and is converted to a candidacy appointment, promotion shall also be granted.

#### **17.3.3.2**

Employees shall normally have completed at least 7 years at the rank of Librarian II before being eligible for promotion to the rank of Librarian III.

#### **17.3.3.3**

Employees shall normally have completed at least 8 years at the rank of Librarian III before being eligible for promotion to the rank of Librarian IV.

### **17.3.4 Promotion of Counsellors**

#### **17.3.4.1**

Employees holding the rank of Counsellor I shall make an application for promotion to the rank of Counsellor II in the final year of their probationary appointment. If an employee successfully completes his or her probationary period and is converted to a candidacy appointment, promotion shall also be granted.

#### **17.3.4.2**

Employees shall normally have completed at least 7 years at the rank of Counsellor II before being eligible for promotion to the rank of Counsellor III.

#### **17.3.4.3**

Employees shall normally have completed at least 8 years at the rank of Counsellor III before being eligible for promotion to the rank of Counsellor IV.

### **17.3.5 Promotion of Educational Technology Coordinators**

#### **17.3.5.1**

Employees holding the rank of Educational Technology Coordinator I shall make an application for promotion to the rank of Educational Technology Coordinator II in the final year of their probationary appointment. If an employee successfully completes his or her probationary period and is converted to a candidacy appointment, promotion shall also be granted.

#### **17.3.5.2**

Employees shall normally have completed at least 7 years at the rank of Educational Technology Coordinator II before being eligible for promotion to the rank of Educational Technology Coordinator III.

#### **17.3.5.3**

Employees shall normally have completed at least 8 years at the rank of Educational Technology Coordinator III before being eligible for promotion to the rank of Educational Technology Coordinator IV.

### **17.4 Review and Recommendation by the UCRC**

#### **17.4.1**

The Dean or Director shall forward the application, supporting documentation, and a copy of the employee's official file, to the UCRC by October 15. In the case of an application to Full Professor, Librarian IV, Counsellor IV or Educational Technology Coordinator IV, the Dean or Director, in consultation with the Department Chair, shall forward the names of three external and three internal referees to the Vice President, Academic. Each list shall include at least one name provided by the candidate.

**17.4.2**

The Vice President, Academic shall convene a meeting of the UCRC to consider the recommendation by October 30. Subsequent meetings shall be convened as required.

**17.4.3**

Once the assessment of the candidate's scholarly accomplishments by the internal and external referees is completed, the UCRC Chair shall prepare summaries without identification of author of all solicited information from referees for inclusion in the application file.

**17.4.4**

Each candidate shall be offered an interview with the committee. Prior to the interview, the committee will meet to discuss any concerns or issues requiring clarification. The candidate shall be informed in writing of specific concerns or requests for clarification. The candidate may submit a case in writing and in person. The candidate may add additional documentation to his or her file up to the time of the interview.

**17.4.5**

Recommendations of the UCRC shall be based only on the application file and the interview.

**17.4.6**

The committee shall keep official minutes including all records of recommendations and reasons for them as well as numerical records of all votes.

**17.4.7**

Meetings of the UCRC shall be held in-camera and shall be conducted in accordance with Robert's Rules of Order. The recommendation on the tenure of a candidate shall be by simple majority.

**17.4.8**

The UCRC shall forward a recommendation to the President no later than November 30. The recommendation of the committee shall either be to grant promotion effective August 1, or to deny promotion. A copy of the recommendation shall be sent to the candidate at the same time as it is sent to the President. In the case of a negative recommendation, a numerical record of the vote and a written statement of reasons for the recommendation shall be included.

**17.5 Decision on Promotion**

**17.5.1**

The President shall communicate her or his recommendation to the candidate, Department Chair and Dean or Director in writing by December 15 unless prevented from doing so due to illness or absence from OUC. The decision of the President shall either be to grant promotion effective August 1, or to deny promotion.

**17.5.2**

Where the decision of the President is to deny promotion, the President shall specify the reasons to the candidate in writing.

**17.6 Appeal**

A negative decision may be appealed according to the procedures described in Article 18.

**ARTICLE 18 – PROMOTION AND TENURE APPEALS**

**18.1**

An employee eligible to file an appeal may do so by sending notice to the Vice-President, Academic. Such notice must be received within ten (10) working days of the candidate receiving written reasons for a negative recommendation on tenure or promotion.

## **18.2 Appeals Committee on Promotion and Tenure**

### **18.2.1**

An Appeals Committee on Promotion and Tenure shall be established to hear appeals of negative recommendations on promotion or tenure applications. The members of the committee shall be:

- a) one (1) tenured employee nominated by the Association
- b) three (3) tenured employees elected by the Education Council
- c) one (1) tenured employee appointed by the President
- d) one (1) academic administrator appointed by the President

### **18.2.2**

The Appeals Committee on Promotion and Tenure shall not include a member of the employee's department, anyone involved in previous recommendations about the employee, or any person having a conflict of interest because of personal involvement.

### **18.2.3**

The members of the Appeals Committee on Promotion and Tenure shall elect a chair from among themselves.

## **18.3 Appeal Process**

### **18.3.1**

A recommendation may be appealed on the basis of procedural error or unreasonableness considering the documentation and other evidence properly submitted in the process.

### **18.3.2**

Where procedural error forms the basis of appeal, the Appeals Committee may decide that a procedural error did occur.

### **18.3.3**

If a procedural error occurred, the case may be dismissed if the Appeals Committee determines the error did not materially and adversely influence the recommendation made at any level of consideration of the employee's promotion or tenure case.

### **18.3.4**

If a procedural error did occur and the Appeals Committee determines the error did materially and adversely influenced the recommendation, the Appeals Committee shall either:

- a) direct the matter to be reconsidered at the level where the error is deemed to have occurred, wherein the Appeals Committee shall identify the error and provide specific direction as to what must be undertaken upon the reconsideration, and shall adjourn the hearing until the reconsideration has occurred; or
- b) decide the appeal where the error was of such form that it is not deemed possible for it to be fairly dealt with upon a reconsideration at the level at which it occurred.

### **18.3.5**

Where grounds of unreasonableness form the basis of the appeal, the Appeals Committee shall hear the case and reverse the decision where evidence warrants; otherwise the appeal shall be denied.

### **18.3.6**

Where both procedural error and grounds of unreasonableness form the basis of the appeal, the Appeals Committee may exercise authority conferred through the provisions noted above.

**18.4**

After the appeal process has been followed, an employee may grieve a negative tenure or promotion decision and denial of an appeal in accordance with Article 40.

**ARTICLE 19 - ADMINISTRATORS**

**19.1 Seconded Employees**

**19.1.1**

Secondment is a leave from a probationary, candidacy or tenured position covered by this Agreement to a term position within OUC not covered by this Agreement.

**19.1.2**

For the purposes of this Agreement, the term "seconded employee" denotes an OUC administrative officer on secondment from a probationary, candidacy or tenured appointment covered by this Agreement.

**19.1.3**

An employee on a probationary, candidacy or tenured 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 upon date, or earlier by mutual agreement between the employee and OUC.

**19.1.4**

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

**19.1.5**

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

**19.1.6**

A seconded employee may be assigned teaching duties to a maximum of one three-hour lecture section, or equivalent, per semester unless that work is claimed by an individual who has been terminated and has right of recall. In addition, seconded employees may undertake directed studies courses and thesis supervision.

**19.2 Entry and Re-entry into the Bargaining Unit of Academic Administrators**

**19.2.1**

For the purpose of this Agreement the term "Academic Administrators" refers exclusively to the President, Vice-President, Academic, Academic Deans, Directors of Schools, and the University-College Librarian.

**19.2.2**

All Academic Administrators who were members of the bargaining unit before being excluded by virtue of their administrative position may re-enter the bargaining unit upon completion of their term of office.

**19.2.3**

An Academic Administrator who was not a member of the bargaining unit before taking up his or her administrative position shall hold an academic rank in the bargaining unit unless they have been seconded from a position, or are eligible for an attached position, in another bargaining unit.

**19.2.4**

An Academic Administrator shall be entitled to enter the bargaining unit upon completion of his or her term of office or earlier by mutual agreement of OUC and the Academic Administrator. Academic Administrators shall not retain any administrative stipend or salaries when they return to the bargaining unit and shall receive the salary they would have received had they been in the bargaining unit throughout.

### **19.2.5**

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

## **19.3 Selection of Administrative Staff**

### **19.3.1**

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

### **19.3.2**

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.

### **19.3.3**

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

### **19.3.4**

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

### **19.3.5**

When OUC considers appointing an external candidate as an Academic Administrator eligible for an appointment in the bargaining unit, the candidate shall meet with the UCRC. The UCRC shall recommend rank and type of appointment (i.e., probationary, candidacy, or tenured) to the designated supervisor or, in the case of the appointment of a President, to the OUC Board.

## **19.4 Selection of Deans or Directors of Non-departmentalized Schools**

### **19.4.1**

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

### **19.4.2**

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

### **19.4.3**

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

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

### **19.4.4**

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

### **19.4.5**

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

#### **19.4.6**

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

#### **19.4.7**

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

### **19.5 Designation of External Candidates for Administrative Positions as Seconded Employees**

#### **19.5.1**

External candidates for administrative positions other than Academic Administrator positions may simultaneously apply for an appointment to a position covered by this Agreement. The Vice-President, Academic may authorize a departmental selection committee, struck in accordance with section 13.2.2 to consider the application and make a recommendation to the Vice-President, Academic.

#### **19.5.2**

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

#### **19.5.3**

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

#### **19.5.4**

An administrator in a position covered by section 19.5.3 shall be entitled to enter the bargaining unit upon completion of his or her term of office or earlier by mutual agreement of OUC, the department in question and the administrator.

## **ARTICLE 20 – DUTIES AND RESPONSIBILITIES OF FACULTY**

### **20.1 Duties and Responsibilities**

Faculty members have certain roles and responsibilities that derive from their positions as teachers, professionals and scholars. With the exception of research associates and distance education tutors, the professional roles and responsibilities of a faculty member shall be an appropriate combination of instructional and professional duties as described in 20.1.1, scholarship, research and creative activities as described in 20.1.2, and academic service as described in 20.1.3. The pattern of these duties may vary among disciplines and classifications, and from individual to individual, pursuant to the provisions of this Article.

#### **20.1.1 Instructional and Professional Duties**

##### **20.1.1.1**

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

#### **20.1.1.2**

The professional duties 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; PLA co-ordination and other related librarian duties.

#### **20.1.1.3**

The professional duties 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; instructional assignments related to the counselling function; preparation and delivery of programs that will assist students with the development of study skills and/or compensatory learning strategies; liaison with university college instructional faculty, Disability Services personnel, community agencies, 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; PLA co-ordination; administrative duties; professional development, and other ancillary counselling and advisory functions.

#### **20.1.1.4**

The professional duties of an audiovisual coordinator may include any or all of the following: assisting instructional faculty 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; preparation of reports; administrative duties and assignments at the direction of the designated supervisor.

#### **20.1.1.5**

The professional duties 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.

#### **20.1.1.6**

The professional duties 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.

#### **20.1.1.7**

The professional duties 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; and administrative duties.

#### **20.1.1.8**

The professional duties 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; and administrative duties.

#### **20.1.1.9**

The professional duties of a nursing practice placement coordinator may include any or all of the following: planning for, developing and maintaining nursing clinical practice sites, liaising with nursing agencies and professional associations; providing orientation to nurses and agencies who accept nursing students into clinical placements; assisting faculty and students in identifying suitable clinical placements; assisting in student recruitment through career fairs and liaison with schools; participating on OUC committees; professional development; and administrative duties.

#### **20.1.2 Scholarship, Research and Creative Activity**

Faculty members may devote a reasonable proportion of their time to professional development, scholarship, research, or creative activity so as to maintain their scholarly competence and effectiveness as teachers, librarians, counsellors, and coordinators. An instructional faculty member working under the provisions of Mode A and who is 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 shall engage in scholarly activity pursuant to Article 31. An instructional faculty member working under the provisions of Mode C and who does not have a teaching career path workload shall engage in scholarly activity pursuant to Article 31.

#### **20.1.3 Service**

Service may include all or any of the following: school visitations; active membership on appropriate university college or union committees; participation in professional or academic organizations; application of the employee's academic or professional competence or expertise in the community at large; attendance at articulation meetings; representing OUC at other functions; administrative duties; and other duties as specified in this Article.

#### **20.2 Duties and Responsibilities: Research Associate**

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

#### **20.3 Duties and Responsibilities: Distance Education Tutor**

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.

#### **20.4 Duty Period**

##### **20.4.1**

With the exception of employees described in 20.4.2 and 20.4.3, the duty period for employees on probationary, candidacy or tenured appointments shall be 12 months less such time as is specified for vacation in this Agreement.

##### **20.4.2**

The duty period for an employee on a term or part-time specialist appointment shall be as specified in the offer of appointment.

##### **20.4.3**

There shall not be more than five days of scheduled duty for a probationary, candidacy, tenured, or full-time term employee per calendar week, and there shall be at least two consecutive days with no assigned duties.



#### **20.4.4**

With the exception of faculty members who have accepted a six-month partial load tenured appointment, the total instructional duty period for a tenured or full-time term instructional faculty member in any one academic year shall not normally exceed 34 weeks except in the case of instructional faculty members scheduled to teach in programs and courses which extend beyond 34 weeks. Instructional faculty members assigned such instructional duties shall receive a stipend in accordance with section 41.1.3.

#### **20.5 Office Hours**

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 instructional faculty members working under the provisions of Mode A and Mode C.

#### **20.6 Course and Program Development**

##### **20.6.1**

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

##### **20.6.2**

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

##### **20.6.2.1**

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

##### **20.6.2.2**

If the course development work involves extensive development of a distance education course offering (equal to at least one section of release time), OUC shall offer release time in accordance with section 14.6.1. The determination of the requirement for extensive development and the subsequent amount of release time for the performance of such assigned responsibilities shall be mutually agreed between the department and the designated supervisor.

##### **20.6.2.3**

If the course development work involves revisions to distance education course offerings which may equate to less than a one section (51 instructional hours) release, an instructional faculty member requested to perform such duties shall be given a separate part-time term appointment and paid in accordance with the part-time salary formula in clause 41.2. For the purposes of the salary formula, such work shall be considered to be indirect instruction. The number of instructional hours to perform the work shall be mutually agreed between the department and the designated supervisor.

### **ARTICLE 21 – TEACHING LOADS FOR INSTRUCTIONAL FACULTY: MODE A**

#### **21.1 Definition of an Instructional Hour**

An instructional hour is defined as any of the following:

- a) one hour scheduled in the course or program timetable for the primary purpose of direct instruction (including Nursing Practice Courses).
- b) 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 second instructional faculty member is assigned;

- c) 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 second instructional faculty member is not assigned;
- d) two hours of travel time when a full-time instructional faculty member from one OUC centre is required to carry out assigned duties in another OUC centre.

## **21.2 Instructional Hour Limits**

### **21.2.1**

With the exception of section 21.2.2 the scheduled instructional load for a full-time instructional faculty member shall not exceed 18 instructional hours per week with a maximum of 16 hours per week of direct instruction, unless arrangements satisfactory to the instructional faculty member, the Department Chair, and the designated supervisor are made.

### **21.2.2**

The scheduled instructional load for a full-time instructional faculty member 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 clause 21.7 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 instructional faculty member 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 instructional faculty member, the Department Chair, and the designated supervisor are made.

### **21.2.3**

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 instructional faculty member, the Department Chair, and the designated supervisor are made.

## **21.3 Variations in Instructional Hour Limits**

### **21.3.1**

A Department Chair shall be credited with direct instructional hour(s) each week for the performance of duties specified in clause 33.4 and pursuant to conditions of Article 33.

### **21.3.2**

A full-time instructional faculty member'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.

### **21.3.3**

A full-time instructional faculty member 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.

### **21.3.4**

The maximum workload for a full-time nursing instructional faculty member assigned to a degree completion instructional position, or whose teaching assignment includes at least one third and/or fourth year course, shall be an annual average of 10.5 hours per week and must include one 9-hour Nursing Practice course each semester unless arrangements satisfactory to the instructional faculty member, the Department Chair, and the designated supervisor are made. The 10.5 hour per week limit may be exceeded if arrangements satisfactory to the instructional faculty member, the Department Chair, and the designated supervisor are made.

## **21.4 Course Preparations**

### **21.4.1**

With the exception of section 21.4.2 and at any given time, a full-time instructional faculty member 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 instructional faculty member, the Department Chair, and designated supervisor are made.

### **21.4.2**

At any given time, a full-time instructional faculty member 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 clause 21.7 shall be assigned no more than two three-credit hour course preparations or their equivalents. With the exception of instructional faculty members in the Department of Nursing this maximum may be three preparations provided the instructional faculty member's total student count does not exceed 85. For instructional faculty members in the Department of Nursing this maximum may be three preparations provided the instructional faculty member's total student count does not exceed 70. These limits may be exceeded if arrangements satisfactory to the instructional faculty member, the Department Chair, and the designated supervisor are made.

## **21.5 Student Contact Load**

### **21.5.1 Definition of Student Contact Load**

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 an instructional faculty member.

### **21.5.2 Student Contact Load Limits**

#### **21.5.2.1**

With the exception of subsection 21.5.2.2 the assigned student contact load for a full-time instructional faculty member excluding English instructional faculty members shall not exceed 145 students per week. The assigned student contact load for a full-time English instructional faculty member shall not exceed 135 students per week. These limits shall not be exceeded unless arrangements satisfactory to the instructional faculty member, the Department Chair, and the designated supervisor are made.

#### **21.5.2.2**

The assigned student contact load for a full-time instructional faculty member 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 clause 21.7 shall not exceed 110 students per week and 100 students per week if the instructional faculty member is teaching first-year English. These limits shall not be exceeded unless arrangements satisfactory to the instructional faculty member, the Department Chair, and the designated supervisor are made.

### **21.5.3 Variations in the Student Contact Load Limits**

#### **21.5.3.1**

Education 787 – Instructional faculty members 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.

#### **21.5.3.2**

Education 387 – Instructional faculty members 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.

### **21.5.3.3**

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 instructional faculty member shall be included in the student contact load.

### **21.5.3.4**

For laboratory sections of those courses where both lecture and laboratory formats are involved and where a laboratory instructor is assigned and the instructional faculty member evaluates the students' work, an additional 0.5 count shall be included in the instructional faculty member's student contact load for each student so evaluated.

### **21.5.3.5**

For a laboratory section where a laboratory instructor is not assigned and where the student enrolment is greater than 20, an additional 0.5 count shall be included in the instructional faculty member's student contact load for each student in excess of 20, provided there is agreement between the department and the designated supervisor.

### **21.5.3.6**

With the exception of subsection 21.5.3.7, the assigned student contact load for a full-time nursing instructional faculty member shall not exceed 120 students per week, unless arrangements satisfactory to the nursing instructional faculty member, the Department Chair, and the designated supervisor are made.

### **21.5.3.7**

The assigned student contact load for a full-time nursing instructional faculty member who has received a scholarly activity assignment under clause 21.7 shall not exceed 90 students per week unless arrangements satisfactory to the nursing instructional faculty member, the Department Chair, and the designated supervisor are made.

## **21.6 Contact Time Limits**

### **21.6.1**

With the exception of section 21.6.2 the total assigned contact time in real hours for a full-time instructional faculty member shall not exceed 20 hours per week unless arrangements satisfactory to the instructional faculty member, the Department Chair, and the designated supervisor are made.

### **21.6.2**

The total assigned contact time in real hours for a full-time instructional faculty 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 instructional faculty member, the Department Chair and the designated supervisor are made.

## **21.7 Degree Completion Work Assignments**

### **21.7.1**

Instructional faculty members on continuing appointment in non-degree completion instructional positions may request to teach third and/or fourth year courses provided the workload is available in accordance with the educational and/or budget plan.

#### **21.7.1.1**

Instructional faculty members so approved and who are assigned workloads including third and/or fourth year courses in accordance with the provisions of clause 25.3 shall receive the adjusted workload in accordance with this article for the college year.

#### **21.7.1.2**

Instructional faculty members subject to the provisions of section 21.7.1 shall not have scholarly activity evaluated for the purposes of termination.

### **21.7.2**

Instructional faculty members hired for an instructional position other than a degree completion instructional position may, with mutual agreement, later be assigned to a degree completion position.

#### **21.7.2.1**

The probationary period of instructional faculty members so assigned shall be governed by clause 15.4.

#### **21.7.2.2**

Instructional faculty members so assigned shall have their scholarly activity evaluated in accordance with Article 28 and clause 31.2.

### **21.7.3**

Instructional faculty members appointed to continuing positions 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.

#### **21.7.3.1**

The waiver in section 21.7.3 shall not apply in the first two years of the continuing appointment.

#### **21.7.3.2**

Once waived under section 21.7.3 and with the mutual agreement of the employee and OUC, the employee may be redesignated to a degree completion instructional position.

### **21.7.4**

Instructional faculty members 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.

#### **21.7.4.1**

The assignment of scholarly activity under the provisions of section 21.7.4 is subject to budgetary approval.

#### **21.7.4.2**

Instructional faculty members subject to the provisions of section 21.7.4 shall have scholarly activity evaluated for purposes of termination.

## **ARTICLE 22 – TEACHING LOADS FOR INSTRUCTIONAL FACULTY: MODE B**

### **22.1 Equivalent Hours Defined**

#### **22.1.1**

An equivalent hour is defined as any of the following:

- a) one hour scheduled in the course or program timetable for the purpose of laboratory supervision;
- b) one hour of laboratory set-up and take-down;
- c) the marking of laboratory assignments for 12 students enrolled in the course and assigned to the instructional faculty member as of the Last Day for Late Registration and Course Changes;
- d) two hours of travel time when a full-time instructional faculty member from one OUC centre is required to carry out assigned duties in another OUC centre.

#### **22.1.2**

An instructional faculty member shall be credited with one equivalent hour for every scheduled hour that the instructional faculty member is assigned in the course or program.

### **22.1.3**

A full-time instructional faculty member shall be credited with two equivalent hours each week for the performance of other duties as specified in subsection 20.1.1.1.

### **22.1.4**

When appropriate, an instructional faculty member shall be credited with additional equivalent hours each week for the performance of Chair's duties as specified in clause 33.4 and pursuant to conditions of Article 33.

### **22.1.5**

A full-time instructional faculty member's scheduled load shall be credited with one additional equivalent hour for each three-hour laboratory session assigned to the instructional faculty member in the evening schedule (courses which last at least two hours beyond 1900 hours) provided the instructional faculty member has assigned instructional duties in the regular day program which exceed one three-hour laboratory session per week.

### **22.1.6**

A science instructional faculty member shall be credited with one equivalent hour for the set-up and take-down of each assigned laboratory section. A language instructional faculty member shall be credited with one equivalent hour for management of laboratory sections for each three hours of assigned laboratory time.

## **22.2 Equivalent Hour Limits**

### **22.2.1**

The scheduled full-time instructional faculty member load shall not exceed 40 equivalent hours per week, unless arrangements satisfactory to the instructional faculty member, the Department Chair, and the designated supervisor are made.

### **22.2.2**

At least one-third of the total assigned duty hours for a full-time instructional faculty member shall be in laboratory supervision. The number of different assigned laboratory courses shall not exceed five unless arrangements satisfactory to the instructional faculty member, 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.

## **ARTICLE 23 – TEACHING LOADS FOR INSTRUCTIONAL FACULTY: MODE C**

### **23.1 Workload Assignment**

Assignment of instructional duties shall be in accordance with Article 25.

### **23.2 Teaching Norm**

#### **23.2.1**

The normal annual teaching load for each full-time instructional faculty member shall be six (6) one-semester three-hour lecture course sections or equivalent.

#### **23.2.2**

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

#### **23.2.3**

No instructional faculty member shall be assigned to teach more than four (4) standard one-semester three-hour lecture course sections, or their equivalent, in any one semester.

#### **23.2.4**

With the exception of instructional faculty with a teaching career path workload, no instructional faculty member may be assigned any combination of lecture sections and laboratory sections that exceeds an annual average of 12 hours of student contact per week.

#### **23.2.5**

By agreement of the instructional faculty member, the Department Chair, and the designated supervisor, an instructional faculty member's normal teaching schedule may include one or more classes taught outside the Fall and Winter semesters. An instructional faculty member shall not be assigned such courses without his or her agreement.

### **23.3 Teaching Career Path**

#### **23.3.1**

A teaching career path is an alternative workload with increased teaching responsibilities not to exceed two (2) course equivalents per year. An increased teaching workload in the teaching career path shall correspondingly reduce expectations of research, scholarly and creative activity. This workload option will result in corresponding changes in the relative weighting of tenure and promotion criteria.

#### **23.3.2**

An instructional faculty member on a teaching career path shall not be assigned any combination of lecture sections and laboratory sections that exceeds an annual average of 16 hours of student contact per week, with the exception of instructional faculty members whose letter of appointment specifies that they have no significant responsibility for laboratory teaching, in which case the annual average shall not exceed 18 hours of student contact per week.

#### **23.3.3**

A tenured faculty member may, with the agreement of the designated supervisor, assume a teaching career path workload.

#### **23.3.4**

With the approval of the Association, OUC may advertise for, and appoint, a new instructional faculty member to a position with a teaching career path workload under exceptional circumstances, where a program requires such an appointment, such as in the department of Nursing, in the department of Mechanical Engineering Technology, or for faculty with cross-appointments assigned to the Salmon Arm centre.

### **23.4 Three-Hour Lecture Course Section Equivalencies**

#### **23.4.1**

The equivalence to a three-hour standard lecture course section for all teaching formats other than standard three-hour lecture course sections, including such formats as: laboratories, lectures of length other than three hours per week; sections of more than 17 weeks per semester; field supervision; nursing practice courses; multiple station laboratories; language laboratories, upper division science laboratories, team teaching; thesis supervision; distance education delivery; and other such non-standard formats, shall be determined on a course by course basis.

#### **23.4.2**

OUC and the Association agree to establish standard equivalencies for all existing non-standard courses on a course-by-course basis, by February 28, 2002.

#### **23.4.3**

OUC agrees that any new courses developed, or any existing courses revised, after September 1, 2001 that contain non-standard teaching formats shall clearly indicate the desired equivalency before such new or revised courses are submitted to Education Council for approval.

### **23.5 Variations from the Teaching Norm**

#### **23.5.1**

An instructional faculty member shall not be required to teach more students in any one section than the maximum student count that would constitute a normal section size for that course (see clause 25.4) without the assistance of a teaching assistant or laboratory demonstrator unless the instructional faculty member, Department Chair, and designated supervisor mutually agree on an appropriate compensatory reduction in the normal teaching load.

#### **23.5.2**

An instructional faculty member shall not be assigned a teaching workload requiring more than 7\_ hours per week of travel time between campuses unless the instructional faculty member, Department Chair, and designated supervisor mutually agree on an appropriate compensatory reduction in the normal teaching load.

#### **23.5.3**

An instructional faculty member shall not be assigned a teaching workload that includes more than one (1) section per semester scheduled to begin outside the regular daytime hours of 8:00 a.m. to 4:30 p.m. inclusive, unless the instructional faculty member, Department Chair, and designated supervisor mutually agree.

### **23.6 Workload Banking**

#### **23.6.1**

In any academic year an instructional faculty member may not be assigned a teaching workload in excess of the standard teaching load, as appropriately varied in accordance with clause 23.5, without the written agreement of the instructional faculty member in question.

#### **23.6.2**

Such an agreement shall indicate the extent of the overload, denoted in course equivalencies. Such overloads, including fractional overloads, may be accumulated and banked for future credit.

#### **23.6.3**

An instructional faculty member who intends to claim accumulated course relief credit shall make written application to his or her designated supervisor by December 1 of the year preceding the Academic year of the intended course relief. Such requests shall not unreasonably be denied.

## **ARTICLE 24 – WORKLOADS OF NON-INSTRUCTIONAL FACULTY**

#### **24.1**

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

#### **24.2**

Each probationary, candidacy, tenured or full-time employee shall receive a yearly assignment of duties, whenever possible by May 31. These assignments may only be revised with appropriate consultation.

#### **24.3**

The total assigned duty time for a full-time librarian, recreation and athletic coordinator, social and cultural activity coordinator, social work field placement coordinator, educational technology coordinator and nursing practice placement coordinator shall not exceed 35 hours per week, unless arrangements satisfactory to the employee, the department or area, and the designated supervisor are made. Such arrangements shall take the form of either overload remuneration (see clause 43.3) or compensatory time off (see clause 24.8).

#### **24.4**

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



**24.5**

The total assigned duty time 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.

**24.6**

The total assigned duty time for a part-time term librarian, counsellor, audiovisual coordinator, recreation and athletic coordinator, social and cultural activity coordinator, social work field placement coordinator, educational technology coordinator and nursing practice placement coordinator shall be less than 29.75 hours per week.

**24.7**

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

**24.8 Compensatory Time Off**

If the arrangements referred to in clause 24.3 take the form of compensatory time off, the following shall apply:

**24.8.1**

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

**24.8.2**

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

**24.8.3**

If compensatory time off is to be taken, then such time off must be taken by August 31st of any year. Any compensatory time off not taken by August 31st of any year shall be converted to overload remuneration in accordance with clause 43.3.

**ARTICLE 25 – ASSIGNMENT OF DUTIES FOR INSTRUCTIONAL FACULTY MEMBERS**

**25.1 Instructional Workloads**

**25.1.1**

All instructional faculty members hired after April 1, 2001 shall be subject to the provisions of Article 23 (Mode C).

**25.1.2**

Employees hired as continuing Laboratory Instructors before April 1, 2001 shall be subject to the provisions of Article 22 (Mode B) unless they exercise their rights under section 25.1.4.

**25.1.3**

Employees hired as continuing College Professors before April 1, 2001 shall be subject to the provisions of Article 21 (Mode A) unless they exercise their rights under section 25.1.4.

**25.1.4**

Employees hired as continuing College Professors or Laboratory Instructors before April 1, 2001 may elect to accept the same workload provisions that apply to employees appointed after April 1, 2001 and described in Mode C, as follows:

- a) A change in workload mode shall be effective at the beginning of the Fall semester and cannot be changed during an academic year.

- b) The employee will indicate in writing to his or her Department Chair, with a copy to the Dean or Director, on or before December 15 of his or her desire to change to Mode C workload provisions the following Fall semester. OUC shall not deny this request except as provided for in section 25.1.5.
- c) An employee who exercises his or her rights under section 25.1.4(b) may, by giving notice in writing to the Department Chair, with a copy to the Dean or Director, on or before December 15 of his or her second year working under the provisions of Mode C, return to his or her previous workload provisions.
- d) The election of Mode C provisions under section 25.1.4(b) may be exercised a total of two times. It is understood that the second such choice is final and binding such that the employee's workload and consequent rights, privileges, obligations, and protections will, until retirement, be those applicable to employees hired after April 1, 2001.
- e) Employees hired before April 1, 2001 shall not be required to elect the workload provisions applicable to employees after April 1, 2001 unless they have exercised for the second time the choice described in section 25.1.4(b) or have not exercised the option in section 25.1.4(c) in the allotted period of time.

### **25.1.5**

If, in a given department, the impact of employees who wish to exercise their right to adopt the provisions of Mode C would jeopardize the operation of a program with existing levels of staffing, OUC may reject some or all requests under section 25.1.4(b). In the event that only some requests can be accommodated, priority shall be given to employees with the greatest seniority.

## **25.2 Maximum Weekly and Daily Hours**

### **25.2.1**

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

### **25.2.2**

The instructional duties for a full-time instructional faculty member 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.

### **25.2.3**

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

## **25.3 Assignment of Duties**

### **25.3.1**

An instructional faculty workload shall comprise teaching, research, scholarly and creative activity, and academic service.

#### **25.3.1.1**

The designated supervisor shall assign duties as required. The recommended teaching workload assignment of instructional faculty members in any department shall be determined in accordance with normal procedures developed by that department, and approved by the Dean or Director.

#### **25.3.1.2**

Each 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.

### **25.3.2**

Factors to be taken into account when assigning an instructional faculty member's workload shall include, but not be limited to, the following: the number of new courses; the total number of students; the number of new preparations; pedagogy; class scheduling; program needs; the teaching load of the instructional faculty member in previous years; independent study courses; thesis supervision; the varying demands of alternative teaching and evaluation methodologies; and the other duties undertaken by the employee.

### **25.3.3**

In the exceptional event that the Dean or Director disapproves the recommendation of the department, he or she shall give reasons for disapproving the workload and ask the department to reconsider its recommendations. Should the department and the Dean or Director reach an impasse, the Dean or Director shall assign teaching workload.

### **25.3.4**

It is the responsibility of the Dean or Director to ensure that workload is assigned in a fair and equitable manner as outlined in sections 25.3.1 and 25.3.2.

### **25.3.5**

In recognition of the need for new instructional faculty members to develop research programs, departments should, whenever possible, limit the number of new courses assigned to instructional faculty members who have taught at OUC fewer than four (4) years.

### **25.3.6**

The time and place for each course are determined by the appropriate OUC authority. Reasonable requests by instructional faculty members for scheduling shall be accommodated where possible.

## **25.4 Normal Class Size Limits**

### **25.4.1**

The Dean or Director, in consultation with the Department Chair, shall determine class size limits for individual courses that would apply to instructional faculty members working under the provisions of Mode C. The Dean or Director shall take into consideration both sound pedagogical principles and the workload implication involved in teaching such courses.

### **25.4.2**

In the event that the Dean or Director and the Department Chair disagree on the class size limits for a specific course the matter will be referred to the Oversight Committee established under Letter of Understanding #6.

### **25.4.3**

An instructional faculty member may initiate a review of the class size for a course or courses he or she has been assigned by requesting, in writing, that the Oversight Committee consider the matter.

### **25.4.4**

The parties recognize that normal class size limits, as determined under clause 25.3.1 or clause 25.3.2, apply only to instructional faculty members working under the provisions of Mode C, and do not apply to instructional faculty members working under the provisions of Mode A or Mode B.

## **ARTICLE 26 – SPECIAL COURSES**

## **26.1 Intersession Courses**

### **26.1.1**

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. Employees on probationary, candidacy and tenured appointments shall not be assigned intersession coursework; employees on probationary, candidacy, or tenured appointments may accept such work.

### **26.1.2**

Probationary, candidacy and tenured employees working under the provisions of Mode A or Mode B may teach intersession and shall receive additional compensation as determined by the appropriate part-time salary formula in clause 41.2.

### **26.1.3**

Probationary, candidacy and tenured employees working under the provisions of Mode C who teach intersession courses shall do so as part of their annual teaching load. Should this assignment result in an annual teaching workload in excess of the standard teaching load the resulting overload shall be banked for future credit pursuant to clause 23.6.

## **26.2 Distance Education Courses**

### **26.2.1**

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

#### **26.2.2.1**

Probationary, candidacy and tenured employees working under the provisions of Mode A or Mode B who teach distance education courses shall receive additional compensation as determined by the appropriate salary formula in clause 41.4.

#### **26.2.2.2**

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.

#### **26.2.3**

Probationary, candidacy and tenured employees working under the provisions of Mode C who teach distance education courses shall do so as part of their annual teaching load. Should this assignment result in an annual teaching workload in excess of the standard teaching load the resulting overload shall be banked for future credit pursuant to clause 23.6.

#### **26.2.4**

For the purposes of section 26.2.3 each student who is registered in a distance education course section 18 days after the official commencement date of the course section is equivalent to one-fortieth (1/40) of a one-semester three-hour lecture course section.

## **26.3 Other Special Courses**

### **26.3.1**

Other special courses include instructional activities such as courses, sections of courses, or bibliographic instructions which:

are taught by teleconferencing or videoconferencing,

videotaped, recorded, broadcast or televised, or transmitted or received via the Internet.

**26.3.2**

Employees on probationary, candidacy and tenured appointments shall not be assigned other special courses; employees on probationary, candidacy and tenured appointments may accept such work.

**26.3.3**

Prior to offering such work, the designated supervisor and the department shall agree on the appropriate workload credit for instructional faculty members working under the provisions of Mode A or Mode B or the appropriate equivalency for instructional faculty members working under the provisions of Mode C.

**26.4 Continuing Education Courses**

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

**ARTICLE 27 – PART-TIME WORKLOAD PROVISIONS**

**27.1**

The part-time workload provisions of the 2000/2001 collective agreement shall continue to apply.

**27.2**

OUC and the Association agree to establish workload criteria consistent with Mode C by April 1, 2002.

**ARTICLE 28 – EVALUATIONS AND ANNUAL REPORTS**

**28.1 Summative Evaluations**

**28.1.1**

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.

**28.1.2**

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.

**28.1.3**

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 40.

**28.1.4**

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

## **28.2 Formative Teaching Evaluations**

OUC may conduct teaching evaluations in order to assess teaching performance for the purpose of developing and maintaining a high standard of teaching effectiveness. The teaching evaluations and their administration shall be in accordance with the provisions of the Policy on Teaching Evaluations published in the Appropriate Handbook. Any changes to the Policy on Teaching Evaluations shall be subject to agreement between OUC and the Association.

## **28.3 Annual Report for Instructional Faculty Members**

### **28.3.1**

All probationary, candidacy, or tenured instructional employees shall submit an annual report for the preceding calendar year to her or his Dean or Director no later than May 1.

### **28.3.2**

The annual report shall be completed in a standardized format agreed to by OUC and the Association. The form shall include:

- a) teaching responsibilities including courses taught and supervision of graduate and undergraduate theses;
- b) publications;
- c) conference papers and/or artistic performances or exhibits presented;
- d) research, creative and other scholarly work in progress;
- e) research grants and contracts currently held, awarded or applied for, name of granting body, research title, amounts and term awarded;
- f) awards and other honours received;
- g) Department/School, Faculty, Education Council, Board, Association, and other contributions to OUC;
- h) contributions to the employee's profession;
- i) contributions to the employee's community; and
- j) description of major external activities.

### **28.3.3**

Copies of the annual report shall be placed in the employee's official personnel file.

### **28.3.4**

For all employees on probationary or candidacy appointments, the Dean or Director shall prepare an annual assessment of the employee's performance. Each employee shall have an opportunity to meet with her or his Dean or Director to discuss the assessment. The Dean or Director shall sign this assessment. Employees may add written comments prior to signing the document. The employee shall be given a copy of the signed assessment.

### **28.3.5**

The signed assessment, and any response by the employee, shall be part of the employee's official personnel file.

### **28.3.6**

The signed assessments which have been placed in the employee's official personnel file can be used in the assessment of an employee's performance only for the purposes of consideration for tenure and promotion.

## **28.4 Teaching Dossier**

### **28.4.1**

Employees preparing an application for promotion or tenure may prepare a teaching dossier to be included in his or her official personnel file. Teaching dossiers are intended to provide a description of an employee's major teaching accomplishments and strengths in a manner that conveys the scope and quality of the individual's teaching. Responsibility for gathering and collecting the evidence for a dossier rests with the individual employee.

### **28.4.2**

No employee shall be required to prepare a teaching dossier. Employees described in section 28.4.1 shall not be required to provide their teaching dossier to any committee or individual other than the UCRC, and then only as part of the employee's application for promotion.

### **28.4.3**

The contents of the teaching dossier may include, but need not be restricted to, such items as the following:

- a) a statement of the employee's philosophy, objectives and methods of teaching, including reference to institutional and departmental teaching goals;
- b) a list of undergraduate and graduate courses, including directed studies and thesis supervision, taught by the employee;
- c) examples of course revision, curriculum development, and teaching methods such as evidenced by course outlines, assignments, final examinations and other materials the employee deems appropriate;
- d) a record of the employee's role in curriculum and instructional developments such as administrative and committee service for the Department, Faculty, or Education Council related to pedagogy, and including directing and coordinating programs, guest lectures, and other presentations;
- e) a record of participation in seminars, workshops, or professional meetings concerned with the improvement of teaching;
- f) a record of the employee's special contribution to teaching including teaching awards, publications and presentations, instructional development grants, participation in conferences and seminars on education/pedagogy, and other such evidence as the employee deems appropriate;
- g) a description of duties connected with the coordination of multi-sectioned, team-taught, or otherwise inter-related courses, and with the direction and coordination of programs of studies including the academic counselling of students;
- h) information on contributions to the academic and cultural life of students in addition to activities normally associated with course instruction or research supervision (e.g., assistance with student clubs, with special events, with student conferences and exchanges, off-campus trips, etc.);
- i) a description of activities concerned with high school liaison; and
- j) any other material that the employee deems relevant.

**ARTICLE 29 - PROFESSIONAL DEVELOPMENT**

**29.1**

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

**29.2 Professional Development Fund for Probationary, Candidacy, and Tenured Employees**

A professional development fund shall be maintained for probationary, candidacy and tenured employees. Each fiscal year OUC shall pay an amount equal to 0.6% and the Association shall pay an amount equal to 0.1% for each eligible employee based on the following salary steps:

April 1, 2001	Step 8, Grid 3
April 1, 2002	Step 7, Grid 3
April 1, 2003	Step 5, Grid 3

**29.3 Professional Development Committees**

Professional Development Committees shall be struck consisting of one representative from OUC and two employees on probationary, candidacy, and tenured appointment in each of the following:

- Faculty of Arts
- Faculty of Health and Social Development
- Faculty of Science
- Faculty of Adult and Continuing Education and Faculty of Trades & Technology
- Faculty of Education
- Non-instructional

**29.4**

The Professional Development Committees shall be responsible for granting financial assistance from the fund established in clause 29.2 for professional development activities. The employees on these committees shall be selected by a secret ballot of all employees on probationary, candidacy and tenured 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.

**29.5 Professional Development Committees Guidelines and Procedures**

**29.5.1**

Employees on probationary, candidacy, and tenured appointments wishing to receive financial assistance from the fund shall apply to the appropriate Professional Development Committee on the form provided.

**29.5.2**

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

**29.5.3**

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

**ARTICLE 30 - STUDY, PROFESSIONAL DEVELOPMENT, AND RESEARCH LEAVE**

**30.1**

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



- (a) Eligible employees shall submit an application for this leave to the designated supervisor and the appropriate Department 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.
- (b) 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 31 - SCHOLARLY ACTIVITY**

### **31.1**

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.

### **31.2**

OUC shall publish, in the Appropriate Handbook, the Policy for Scholarly Activity agreed to by OUC and the Association. This policy shall apply to employees working under Mode A and 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. The policy also shall apply to employees working under Mode C who do not have a teaching career path workload. Any changes in the policy shall be subject to agreement between OUC and the Association.

## **ARTICLE 32 – EXTENDED STUDY LEAVE**

### **32.1.1**

Leave for the purpose of pursuing study may be granted to employees on candidacy or tenured appointments for periods of six months or 12 months.

### **32.1.2**

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

### **32.2 Extended Study Leave Fund**

An extended study leave fund shall be established to cover: the salary, benefit costs, and 30% of the employee's pension contribution (see section 32.5.2) for those employees on extended study leave, the salary and benefit costs for full time or part-time employees specifically hired to cover the duties of the employees on extended study leave; advertising and recruiting expenses including relocation if necessary for replacement employees; and all expenses detailed under section 32.5.6. Unexpected funds shall be carried over from year to year. The fund shall be drawn from two sources: an annual budgetary provision of 3% of total salaries of employees on probationary, candidacy and tenured appointments; and the regular salary and benefits of each employee on extended study leave.

### **32.3 Extended Study Leave Committee**

#### **32.3.1**

The Extended Study Leave Committee shall be struck consisting of two representatives from OUC and five employees on candidacy and tenured appointments, one from each of the following:

Faculty of Arts and Faculty of Education  
Faculty of Health and Social Development  
Faculty of Science  
Faculty of Adult and Continuing Education and Faculty of Trades & Technology  
Non-Instructional

#### **32.3.2**

The employees on these committees shall be selected by a secret ballot of all employees on a candidacy and tenured 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 two or three positions open for election annually.

### **32.4 Eligibility**

#### **32.4.1**

Any employee who has been on probationary, candidacy or tenured appointment for five or more years either following his or her initial appointment or following an extended study leave shall be eligible for an extended study leave. Time spent on any leave without pay or on secondment (see clause 19.1) 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.

#### **32.4.2**

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

#### **32.4.3**

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

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

#### **32.5.1**

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

#### **32.5.2**

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 44. OUC shall be reimbursed for these premium payments from the extended study leave fund (see clause 32.2). The employee shall contribute to the College Pension Plan at the rate required by the 70% level and the remaining amount required by the Pension (College) Act to credit him or her with a full year of service shall be paid by the extended study leave fund. OUC shall continue to pay the 100% matching contribution.

#### **32.5.3**

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.

#### **32.5.4**

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

**32.5.5**

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

**32.5.6**

If a formal course of study is included in the extended study leave the employee shall be reimbursed from the extended study leave fund, upon the submission of receipts for tuition and/or registration and/or laboratory fees. The maximum reimbursement shall not exceed 4% of step 5 of grid 3.

**32.5.7**

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

**32.5.8**

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

**32.5.9**

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.

**32.6 Extended Study Leave Research Grant**

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

**ARTICLE 33 - DEPARTMENTS AND DEPARTMENT CHAIRS**

**33.1 Definition of Department**

**33.1.1**

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

**33.1.2**

Where appropriate, the term "school" may be used to designate one of the academic sub-units referred to in 33.1.1. In such cases all provisions of this Agreement which pertain to departments shall also pertain to such single-department schools.

**33.1.3**

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

**33.1.4**

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

### **33.1.5**

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

### **33.2 Members of Departments**

The members of a department shall be all employees appointed to that department, including employees holding cross-appointments under clause 14.14 and employees appointed to that department who have been seconded to an administrative position.

### **33.3 Responsibilities of Departments**

#### **33.3.1**

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

#### **33.3.2**

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

### **33.4 Department Chairs**

#### **33.4.1**

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

#### **33.4.2**

A Chair shall: represent and act on behalf of the department in the Faculty and OUC matters; ensure that the department performs the administrative functions described in clause 33.3.2; ensure that the department operates in accordance with Departmental Guidelines and other policies and procedures that are adopted by the department and the Faculty and 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.

#### **33.4.3**

A Chair shall also make recommendations to the Dean or Director on the annual educational plan and workload assignments. The Chair shall endeavour to ensure that departmental recommendations on workload assignments reflect a fair and equitable distribution of workload in accordance with clause 25.3.

#### **33.4.4**

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

### **33.4.5**

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

### **33.5 Selection Procedure**

A Chair shall be appointed according to the following procedure:

- a) department members holding probationary, candidacy and tenured positions shall be eligible for the position of Chair.
- b) the position of Chair shall be posted internally only.
- c) the recommendation to the OUC President of a department member for the position of Department Chair shall be determined by an election at a meeting of the department. The designated supervisor shall act as chair for the election.

### **33.6 Term of Appointment**

#### **33.6.1**

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

#### **33.6.2**

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

#### **33.6.3**

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

#### **33.6.4**

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

### **33.7 Workload Credit for Chairs Working Under Mode A & B**

#### **33.7.1**

With the exception of clause 33.8, a Chair may choose workload credit in hours or student count and 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. Credit for performance of a Chair's duties shall be in the form of direct instructional hours.

#### **33.7.2**

With the exception of the Chair of Nursing the number of hours per week (instructional, equivalent, or work) credited to a Chair's workload shall be the sum of the following:

- a) 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.
- b) Two hours for a career program department, with the exception of Business Administration which shall be three hours.

- c) 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.
- d) 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.
- e) With the exception of the English Department 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.
- f) One hour for a department which is responsible for a certificate program in addition to a diploma program.
- g) 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.
- h) The minimum total hour credit of release time shall be three hours.

**33.7.3**

If a Chair elects to be credited with an appropriate student count in accordance with section 33.7.1, his or her student contact load shall be credited with eight students for each hour as determined under section 33.7.2.

**33.7.4**

The Chair of Nursing 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 instructional hours per week per semester.

**33.8 Workload Equivalence for Chairs Working Under Mode C**

**33.8.1**

In the event the Chair is an instructional faculty member whose workload is governed by the provisions of Article 23 (Mode C), he or she shall receive workload credit as follows: a credit of one standard three-hour lecture course section for every three instructional hours of workload credit to which he or she would have been entitled under the provisions of clause 33.7.2.

**33.8.2**

Fractional workload credits in excess of standard teaching loads shall be banked for future credit pursuant to clause 23.6.

**33.9 Chair Stipend**

A Chair shall receive an annual stipend, payable bi-weekly, for performance of duties according to the following salary steps and scale:

July 1, 2001	Step 8, Grid 3
April 1, 2002	Step 7, Grid 3
April 1, 2003	Step 5, Grid 3

<u>Number of FTE Employees In the Department</u>	<u>Annual Stipend</u>
Less than or equal to three	1.0% of the relevant salary step
From four to eight	1.4% of the relevant salary step

Nine or greater

1.8% of the relevant salary step

**ARTICLE 34 – RETIREMENT AND RESIGNATION**

**34.1 Retirement**

**34.1.1**

Unless section 34.1.2 is invoked, an employee on probationary, candidacy or tenured appointment shall retire on June 30 following his or her 65th birthday.

**34.1.2**

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.

**34.1.3**

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.

**34.1.4**

Upon retirement, an employee on a probationary, candidacy or tenured 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.

**34.2 Early Retirement Incentive**

**34.2.1 Definition**

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

**34.2.2 Eligibility**

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

**34.2.3 Incentive Payment**

**34.2.3.1**

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

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

**34.2.3.2**

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

**34.2.3.3**

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

**34.3 Resignation**

**34.3.1**

A probationary, candidacy or tenured employee or full-time term employee 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.

**34.3.2**

A part-time term or part-time specialist 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 or part-time specialist employees on an instructional appointment, the resignation shall take effect at the end of the semester, or the end of the Distance Education course(s), following the submission of the resignation notice, unless an earlier date is mutually acceptable.

**ARTICLE 35 – REDUCTION OF EMPLOYEES ON TERM APPOINTMENT**

**35.1 Termination of Full-time Term Appointments**

**35.1.1**

Employees on full-time term appointments may be terminated only for cause, as a consequence of actions taken under sections 36.5.2 or 37.6.1, or on the early return of the employee whom they are replacing under section 14.6.1.1.

**35.1.2**

Full-time term employees terminated as a consequence of actions taken under sections 36.5.2 or 37.6.1 shall be given two weeks written notice or a severance payment equal to two weeks salary.

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

**35.2.1**

A part-time term non-instructional appointment which has been accepted by an 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 41.2.

**35.2.2**

With the exception of a distance education tutor, a part-time term instructional appointment which has been accepted by an employee may be terminated by 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 41.2.

**35.2.3**

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 41.4) shall be paid.



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

#### **35.3.1**

A part-time term non-instructional 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.

#### **35.3.2**

With the exception of a distance education tutor, a part-time term instructional 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.

### **35.4 Employment Records**

The records of all employees terminated under clause 35.1, 35.2 or 35.3, and all references supplied by OUC, shall clearly point out the nature of the termination as "termination due to reduction".

### **35.5 Notice to the Association**

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

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

#### **35.6.1**

A part-time term non-instructional appointment which has been accepted by an 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 41.2.

#### **35.6.2**

A part-time term non-instructional appointment which has been accepted by an employee may have its assignment 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.

#### **35.6.3**

With the exception of a distance education tutor, a part-time term instructional appointment which has been accepted by an employee may have its assignment reduced in scope by 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 41.2.

#### **35.6.4**

With the exception of a distance education tutor, a part-time term instructional appointment which has been accepted by an employee may have its assignment reduced in scope by 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.

#### **35.6.5**

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

## **ARTICLE 36 – PROGRAM REDUNDANCY AND PROGRAM REDUCTION**

### **36.1 Preamble**

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

### **36.2 Definitions**

#### **36.2.1**

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

#### **36.2.2**

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

#### **36.2.3**

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

#### **36.2.4**

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

### **36.3 Program Redundancy**

#### **36.3.1**

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

#### **36.3.2**

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

#### **36.3.3**

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

#### **36.3.4**

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

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

#### **36.3.5**

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

**36.3.6**

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

**36.3.7**

The mandate of the Redundancy Committee shall be to assess whether the proposal for the program redundancy is consistent with the reasons set out in section 36.2.2.

**36.3.8**

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

**36.3.9**

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

**36.3.10**

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

**36.3.11**

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

**36.3.12**

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

**36.4 Program Reduction**

**36.4.1**

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

**36.4.2**

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

**36.4.3**

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

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

**36.4.4**

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

**36.4.5**

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

**36.4.6**

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

**36.4.7**

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

**36.4.8**

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

**36.4.9**

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

**36.4.10**

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

**36.5 Reduction of Positions**

**36.5.1**

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

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

**36.5.2**

If the arrangements set out in section 36.5.1 will not result in elimination of the number of positions required within a reasonable period of time, OUC may proceed with the following steps in sequence as necessary to make the required number of reductions:

- a) Non-renewal of employees on term appointments.
- b) Non-renewal of employees on part-time specialist appointments.
- c) Termination of employees on term and part-time specialist appointments.
- d) Layoff of employees on probationary appointments.
- e) Layoff of employees on candidacy appointments.
- f) Redeployment of employees with tenure to other available positions for which they are reasonably qualified or for which they can reasonably be retrained within one year.

**36.5.3**

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

#### **36.5.4**

If employees holding tenured appointments are unwilling to be redeployed or if there is no possible job for which the employee could qualify with reasonable retraining, OUC may lay the employee off, on a least seniority first basis, with the same notice, recall rights and any other rights and privileges provided to employees or laid-off former employees under Article 37 (Financial Exigency).

### **ARTICLE 37 – FINANCIAL EXIGENCY**

#### **37.1 Definition of Financial Exigency**

##### **37.1.1**

Financial exigency is when a substantial and recurring financial crisis threatens the continued operations of OUC.

##### **37.1.2**

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

#### **37.2 Notice to the Association**

##### **37.2.1**

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

##### **37.2.2**

Once notice has been given under 37.2.1, there shall be an OUC hiring freeze. No appointments shall be made to vacant or new positions at OUC except in exceptional circumstances and after seven (7) working days notice to the Association. This hiring freeze shall continue until a bona fide state of financial exigency has been determined to exist or not exist, pursuant to clause 37.5.

#### **37.3 Financial Exigency Committee**

##### **37.3.1**

Within fifteen (15) working days of the notice specified in section 37.2.1, OUC shall establish a Financial Exigency Committee.

##### **37.3.2**

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

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

##### **37.3.3**

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

##### **37.3.4**

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

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

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

##### **37.4.1**

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

##### **37.4.2**

If the Financial Exigency Committee does not report within the time limit set out above in section 37.4.1, the Board may declare that a financial exigency exists, but if the Board does so, it must set out clear reasons as to the basis for the declaration.

##### **37.4.3**

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

##### **37.4.4**

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

#### **37.5 Declaration of Financial Exigency**

##### **37.5.1**

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

##### **37.5.2**

If the Board declares that a financial exigency does not exist the hiring freeze shall be ended. If the Board declares that a financial exigency does exist, the hiring freeze shall be extended until all necessary reductions under section 37.6.1 have been undertaken.

### **37.5.3**

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

### **37.5.4**

Notwithstanding a finding by the Financial Exigency Committee that the conditions that constitute a financial exigency do not exist, the Board may declare a state of financial exigency provided that the basis for such a declaration is clearly stated and the basis on which it disagrees with the finding of the Financial Exigency Committee is also clearly stated. In such an instance, the period of notice provided to an employee concerning lay-off shall be six months greater than the notice provided for in clause 37.8.

## **37.6 Reductions**

### **37.6.1**

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

- a) Non-renewal of employees on term appointments.
- b) Non-renewal of employees on part-time specialist appointments.
- c) Termination of employees on term and part-time specialist appointments.
- d) Layoff of employees on probationary appointments.
- e) Layoff of employees on candidacy appointments.
- f) Layoff of employees with tenure.

### **37.6.2**

Within the order of lay-off specified in section 37.6.1, the sole criterion shall be seniority. Lay-off will be in ascending order of seniority.

## **37.7 Seniority**

### **37.7.1**

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

### **37.7.2**

Where seniority as determined in section 37.7.1 is equal, total weighted accumulated service at OUC prior to appointment to a continuing, probationary, candidacy or tenured position shall be considered.

### **37.7.3**

When there are two or more employees of equal seniority as determined by section 37.7.1 and section 37.7.2 relative seniority shall be determined by the toss of a coin.

## **37.8 Notice of Layoff**

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

## **37.9 Severance Payments**

### **37.9.1**

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

**37.9.2**

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

**37.10 Right of Recall**

**37.10.1**

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

**37.10.2**

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

**37.10.3**

In cases where an employee is recalled to a position in the bargaining unit in accordance with section 37.10.2 he or she shall return to no less than the seniority, salary step, and rank he or she held at the time of lay-off. Years of service toward consideration for tenure, sabbatical and other periods of eligibility shall be no less than at the time of lay-off.

**37.11 Rights of Laid off Employees**

**37.11.1**

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

**37.11.2**

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

**ARTICLE 38 – TECHNOLOGICAL CHANGE**

**38.1**

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.

**38.2**

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.

**38.3**

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.

**38.4**

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



**38.5**

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

**38.6**

Any employee whose appointment is to be terminated due to technological change shall receive six months' written notice. Such employee shall receive severance pay in accordance with section 37.9.1.

**ARTICLE 39 – CENSURE, SUSPENSION, AND DISMISSAL**

**39.1.1**

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.

**39.1.2**

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).

**39.1.3**

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.

**39.1.4**

An employee considered by the Association to be wrongfully or unjustly censured, suspended, or dismissed shall be entitled to a hearing under Article 40.

**39.2 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.

**39.3 Suspension**

**39.3.1**

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

**39.3.2**

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.

**39.3.3**

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.

#### **39.4 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 40 – GRIEVANCE PROCEDURE**

#### **40.1**

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.

#### **40.2 Time-limits for Grievance**

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

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

#### **40.3 Procedure**

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

Step 2: Failing resolution at Step 1, the Association's Grievance Committee, if it wishes to pursue the grievance, shall submit the grievance in writing to the 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 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 40.6.

#### **40.4 Policy Grievance**

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

#### **40.5 Extension of Time Periods**

The parties at any step in the grievance procedure may agree to an extension of the time period specified. In particular, reasonable extensions shall be granted when the basis for the request for extension is the result of a legitimate absence from duty as specified in Articles 4, 29, 30, 32, and 50 to 52 inclusive of any person involved in the grievance procedure.

## **40.6 Grievance Arbitration**

### **40.6.1**

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.

### **40.6.2**

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

### **40.6.3**

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

### **40.6.4**

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

### **40.6.5**

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

## **40.7 Failure to Act**

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

## **40.8 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.

## **40.9 Technical Objections to Grievances**

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

## **40.10 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 40.9. In the case of a settlement by arbitration, the arbitrator shall specify the date of the settlement.

## **40.11 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.

## **40.12 OUC Initiated Grievances**

It is recognized that grievances may be initiated by OUC. Settlement of OUC initiated grievances shall follow the procedure specified in this Article. 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 this Article with appropriate changes where necessary.

**ARTICLE 41 - SALARY**

**41.1 Full-time Salaries**

**41.1.1**

The salaries for full-time employees for the period from April 1, 2001 to March 31, 2004 shall be as given in Appendix A of this Agreement.

**41.1.2**

With the exception of clause 60.5, an employee on a partial-load tenured appointment shall be paid in accordance with the salary scales referred to in section 41.1.1 on a prorata basis consistent with the employee's partial-load percentage as specified in his or her offer of appointment.

**41.1.3 Extended Semester Salary for Employees Working Under Mode A and B**

A full-time instructional faculty member 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:

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

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.

**41.1.4 Secondary Marking Assistance Salary for Employees Working Under Mode A and B**

**41.1.4.1**

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

**41.1.4.2**

The designated supervisor shall consult with the instructional departments concerned prior to the yearly assignment of instructional and non-instructional duties as to the requirement for secondary marking assistance.

**41.1.4.3**

The designated supervisor shall consult with the probationary, candidacy, tenured and full-time term 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.

**41.1.4.4**

When a probationary, candidacy, tenured or full-time employee from one instructional department provides secondary marking assistance to an instructional faculty member in a different instructional department for student work submitted to the latter instructional faculty member, the full-time instructional faculty member 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.

**41.1.4.5**

Each student for whom secondary marking is provided shall count as a one student contact for each week in which secondary assistance is provided.

**41.1.4.6**

If the probationary, candidacy, tenured or 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 subsection 41.1.4.3 to determine the amount of overload payment, if any. In applying the formula, the additional student count shall not be averaged over the semester.

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

**41.1.4.7**

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

**41.1.4.8**

If the probationary, candidacy, tenured or 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 subsection 41.1.4.3 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.

**41.1.4.9**

In making an assignment, OUC shall review the workload of each probationary, candidacy, tenured or full-time term employee in the instructional area. When an assignment is made, OUC shall endeavour to distribute the marking load such that the overall workloads of continuing or full-time term employees in the instructional area are reasonably equitable.

#### **41.1.4.10**

A probationary, candidacy, tenured or 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. The details of the assignment shall be determined at the beginning of the semester in which the work will be done.

### **41.2 Part-time Salaries**

#### **41.2.1**

For the period April 1, 2001 to March 31, 2002 salaries for all instructional employees with part-time appointments shall be governed by clause 24.02(1), 24.02(2) and 24.02(3) of the 2000-2001 Collective Agreement signed March 7, 2001.

#### **41.2.2**

OUC and the Association agree to establish part-time salary formulae for all instructional faculty members commencing after April 1, 2002 based on course equivalencies.

#### **41.2.3**

The hourly wage for part-time non-instructional employees shall be equal to 1/1820 of the appropriate full-time annual salary.

### **41.3 Increments**

#### **41.3.1**

All employees shall receive an annual salary incremental increase until the maximum salary for his or her classification is reached, subject to section 41.3.2. 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 41.3.2.

#### **41.3.2**

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

#### **41.3.3**

All employees at Step 1, Scale 2 of the 1998-2001 Collective Agreement as of May 20, 2001 shall thenceforth have an annual increment date of April 1. Such employees shall be placed on Step 8, Grid 3 on May 20, 2001 and shall have their next normal increment date on April 1, 2002 and every April 1 thereafter.

#### **41.3.4 Extra Increments**

All probationary, candidacy and tenured employees at Step 1, Scale 2 of the 1998-2001 Collective Agreement as of May 20, 2001 shall receive an extra increment on August 1, 2002. All probationary, candidacy and tenured employees at a step other than Step 1, Scale 2 of the 1998-2001 Collective Agreement as of May 20, 2001 shall receive an extra increment on April 1, 2003. These extra increments shall be in addition to the normal increments as described in sections 41.3.1 and 41.3.3.

### **41.4 Distance Education Salaries for Employees Working Under Mode A and B**

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

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

April 1, 2001	\$289.00
April 1, 2002	\$295.00
April 1, 2003	\$301.00

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

April 1, 2001	\$144.00
April 1, 2002	\$147.00
April 1, 2003	\$150.00

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

April 1, 2001	\$64.00
April 1, 2002	\$65.00
April 1, 2003	\$66.00

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

April 1, 2001	\$50.00
April 1, 2002	\$51.00
April 1, 2003	\$52.00

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

April 1, 2001	\$45.00
April 1, 2002	\$46.00
April 1, 2003	\$47.00

#### **41.5**

With the exception of section 41.6, 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.

#### **41.6**

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 have been met.

#### **41.7 Research Associates**

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

##### **41.7.1**

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.

##### **41.7.2**

Notwithstanding the above, the maximum research associate salary shall be in accordance with Article 42 (Application of Salary Scale).

**41.8 Workers' Compensation Board Occupational First Aid Attendant Stipend**

**41.8.1**

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

**41.8.2**

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

**ARTICLE 42 - APPLICATION OF SALARY SCALE**

**42.1**

The initial salary of a new employee shall be determined in accordance with the criteria listed under this Article. A new employee is any person commencing employment with OUC for the first time, or, recommencing employment after a break in employment with OUC of two years or more. Employees reappointed under clause 37.10 are not limited by the provisions of clause 42.4 (Maximum Initial Placement).

**42.2**

If a term or part-time specialist employee is subsequently offered a probationary, candidacy or tenured appointment, placement on the salary scale shall be reviewed in accordance with the following:

- a) the employee's qualifications and experience prior to OUC employment shall be assessed in accordance with the criteria in clause 42.3 to the maximum initial placement outlined in clause 42.4, unless the maximum has been previously waived by the OUC President.
- b) the employee's experience at OUC while on term or part-time specialist appointments shall be counted on an FTE basis and added to the placement determined in 42.2 (a). The additional FTE experience at OUC may result in a placement above the maximum initial placement outlined in clause 42.4.

**42.3 Salary Placement on Grids 1 and 2**

**42.3.1 Qualifications**

The minimum placement on salary grids 1 and 2 shall be as follows:

	<u>Grid 1</u>	<u>Grid 2</u>
a) Diploma in Technology or equivalent	Step 14	
b) Bachelor's Degree or equivalent	Step 12	
c) Bachelor's Degree and professional qualification for career program	Step 10	
d) Master's Degree	Step 9	Step 14
e) Doctoral Degree		Step 13

**42.3.2 Experience**

In addition to the allowance for qualifications, and in accordance with the restrictions of clause 42.4, an allowance for previous work experience shall be made for employees on full-time and part-time appointments on Grid 1 and Grid 2 as follows:

- a) one step for each year of full-time, independent, post-secondary work experience related to the employee's duty assignment;



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

#### **42.4 Maximum Initial Placement**

The maximum initial placement for new employees on Grids 1 and 2 shall be step 7. In exceptional circumstances, and at the discretion of the Vice-President, Academic, these maxima may be waived and the actual placement will be determined by the Vice-President, Academic.

#### **42.5**

All part-time employees who previously held a tenured appointment at OUC shall be placed on a salary scale step as determined by clauses 42.3.1 and 42.3.2.

#### **42.6**

In the event that an employee improves his or her qualifications while employed by OUC, 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.

### **ARTICLE 43 - OVERLOAD REMUNERATION**

#### **43.1 Instructional Faculty Members Working Under Mode A**

This clause applies only to instructional faculty members working under the provisions of Mode A.

##### **43.1.1**

Each instructional faculty member's workload shall be converted to equivalent hours according to this Article and Article 21.

##### **43.1.2**

For an instructional faculty member working under the provisions of Mode A, one equivalent hour per week is:

- a) one instructional hour per week, (see clause 21.1), or
- b) a weekly student contact load of eight, or
- c) one semester credit hour of preparation.

##### **43.1.3**

Full-time instructional faculty members whose work assignment includes scholarly activity shall be credited with 11.25 equivalent hours for this component of work. Partial-load tenured instructional faculty members whose work assignment includes scholarly activity shall be credited with the appropriate prorata amount of 11.25 equivalent hours for this component of work.

##### **43.1.4**

A full-time instructional faculty member shall be deemed to have an overload when in any given week, the sum expressed in equivalent hours of his or her total workload is greater than 45 equivalent hours.

**43.1.5**

A partial-load tenured instructional faculty member shall be deemed to be in an overload when in any given week, the sum expressed in equivalent hours of his or her total workload is greater than the appropriate prorata amount of 45 equivalent hours.

**43.1.6**

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.

**43.1.7**

Overload remuneration shall be paid for the number of equivalent hours per week in excess of the limits specified in section 43.1.4 or 43.1.5 calculated on a weekly basis. This remuneration shall be in addition to the employee's regular salary.

**43.1.8 Overload for Full-time Instructional Faculty Members**

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.

**43.1.9 Overload for Partial-load Tenured Instructional Faculty Members**

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

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

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

M is the appropriate prorata amount of 45 equivalent hours

N is the number of weeks of overload, and

**43.2 Instructional Faculty Members Working Under Mode B**

This clause applies only to instructional faculty members working under the provisions of Mode B.

**43.2.1**

For an instructional faculty member, an equivalent hour is as defined in clause 22.1.

**43.2.2**

A full-time instructional faculty member shall be deemed to have an overload when in any given week the total number of equivalent hours of a instructional faculty member is greater than 40.0 equivalent hours.

**43.2.3**

A partial-load tenured instructional faculty member shall be deemed to have an overload when in any given week the total number of equivalent hours of the instructional faculty member is greater than the appropriate prorata amount of 40 equivalent hours.

**43.2.4**

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.

**43.2.5**

Overload remuneration shall be paid for the number of equivalent hours per week in excess of the limits specified in section 43.2.2 or 43.2.3 calculated on a weekly basis. This remuneration shall be in addition to the employee's regular salary.

**43.2.6**

For a full-time instructional faculty member 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.

**43.2.7**

For a partial-load tenured instructional faculty member the amount of overload remuneration for each week of overload shall be calculated as follows:

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

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

M is the appropriate prorata amount of 40 equivalent hours,

N is the number of weeks of overload, and

S is the annual salary.

**43.3 Non-Instructional Employees**

**43.3.1**

With the exception of the application of clause 24.8, the employee shall be deemed to have an overload when in any given week the total assigned duty of a librarian, counsellor, audiovisual coordinator, recreation and athletic coordinator, social and cultural activity coordinator, social work field placement coordinator, educational technology coordinator, or nursing practice placement coordinator is greater than 35 hours.

**43.3.2**

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.

**43.3.3**

Overload remuneration shall be paid for the number of equivalent hours per week in excess of the limits specified in section 43.3.1 calculated on a weekly basis. This remuneration shall be in addition to the employee's regular salary.

**43.3.4**

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.

**43.4**

In the case of an emergency load arising from Articles 34, 39, 50 or 52, the overload limits of clauses 43.1 to 43.3 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.

**43.5**

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

**ARTICLE 44 - HEALTH AND WELFARE PLANS**

**44.1**

This clause applies only to employees on a full-time probationary, candidacy or tenured appointment, 50% partial-load tenured employees who hold six-month appointments and, with the exception of section 44.1.3, to employees on full-time term appointments which are greater than five calendar months in length. OUC shall pay the full premiums for the health and welfare plans while the employee is in receipt of a salary from OUC.

**44.1.1 Group Life Insurance Plan**

Life Insurance: Three and one-half (3½) times annual salary (Principal Sum).

**44.1.2 Accidental Death and Dismemberment:**

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

**44.1.3 Long Term Disability:**

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

**44.1.4 Dental Care Plan**

- a) Plan "A" (diagnostic and preventive services, restorative services, surgical services, prosthetic repairs): 100% reimbursement by the plan.
- b) Plan "B" Prosthetic Appliances and crown and bridge procedures: 50% reimbursement by the plan.
- c) Plan "C" Orthodontics: available to employee and dependents only after patient has been covered continuously for 12 months, maximum benefits of \$2000.00 with 50% reimbursement by the plan.

**44.1.5 Medical Care Plan**

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 April 1, 2001 as modified by relevant JADRC interpretation bulletins.

**44.1.6 Optical Coverage**

\$200 maximum coverage for each insured individual during a 24 month period and every 12 months for each insured individual under the age of 18 years.

**44.2**

Clause 44.1 is provided solely for the purpose of explaining the principal features of the plans. All rights with respect to the benefits of the plans will be governed by the policies issued by the carriers.

**44.3**

Employees on partial-load tenured appointments shall, upon request, be eligible for health and welfare benefits in accordance with clause 44.1. OUC shall pay a portion of the health and welfare plan premiums consistent with the employee's partial-load percentage as specified in his or her offer of appointment, and the employee shall pay the remainder of the premium.

**44.4**

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

**44.5**

Employees identified in section 44.3 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.

**44.6**

Employees on 50% partial-load tenured appointment who hold six-month appointments (see clause 60.5) 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 during this period.

**44.7**

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

**44.8**

Part-time term and part-time specialist employees and partial-load tenured employees who assume a part-time term appointment in accordance with clause 13.6 shall receive 4% of their salaries in lieu of health and welfare benefits. This payment shall be made biweekly.

**44.9**

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

**44.10**

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

**44.11 Employee Assistance Program**

**44.11.1**

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

**44.11.2**

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.

**44.11.3**

Employees on probationary, candidacy, or tenured appointments are eligible to participate in this plan.

**ARTICLE 45 - PENSION**

**45.1 Mandatory Enrolment**

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

**45.2 Existing Employees**

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

**ARTICLE 46 - TRAVEL EXPENSES AND ALLOWANCES**

**46.1 Out of Region**

**46.1.1**

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 \$40.25 per full day for meals, plus actual necessary lodging and transportation expenses.

**46.1.2 Lodging Allowance**

Employees required to be out of the OUC region on business of OUC who stay in non-commercial lodging shall be entitled to claim \$30 per day except where the lodging is supplied by OUC. An employee submitting a lodging allowance claim shall not be entitled to reimbursement for commercial lodging costs for the same period.

**46.1.3 Telephone Allowance**

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

**46.2 In Region**

**46.2.1**

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	\$ 9.25
Lunch	\$ 11.00
Dinner	\$20.00

**46.2.2**

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

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

Employees may not claim both reimbursement pursuant to 46.2.1 and a per diem allowance.

**46.2.3**

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.

**46.3 Own Vehicle Travel Allowance**

Employees authorized to use their personal motor vehicles for OUC business shall be paid a travel allowance of \$0.40 per kilometre. This rate shall rise to \$0.41 as of April 1, 2002 and \$0.42 as of April 1, 2003. It shall not be a condition of employment for probationary, candidacy, tenured or full-time term employees to supply a motor vehicle. Probationary, candidacy, tenured and full-time term employees may refuse to use their motor vehicles for OUC business.

**46.4**

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.

**46.5 Vehicle Insurance**

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.

**46.6 Parking**

OUC shall provide, free of charge, parking space designated for the motor vehicles of probationary, candidacy, tenured, and full-time term employees.

**46.7 Professional Allowance**

**46.7.1**

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

#### **46.7.2 Funding**

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

#### **46.7.3 Eligibility**

Employees holding a probationary, candidacy, or tenured appointment shall be eligible to apply for money from the fund.

#### **46.7.4 Committee**

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

#### **46.7.5 Guidelines**

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

#### **46.7.6 Professional Registration Costs**

A probationary, candidacy, or tenured employee who is required, as a condition of employment, to maintain a current active registration or membership with one or more professional associations shall be entitled to apply to the Professional Allowance Fund to offset the entire cost of these expenses. Such application shall be over and above any other eligible expenses established by the Guidelines in accordance with section 46.7.5. OUC shall reimburse the Professional Allowance Fund for all such additional costs.

#### **46.8 Grants-in-Aid Fund**

A Grants-in-aid Fund shall be maintained to support research, scholarly and creative activity, in accordance with the Policy for Scholarly Activity and the following:

##### **46.8.1**

In recognition that research, scholarly and creative activity is a required component of the workload of all employees, OUC shall maintain a Grants-in-aid Fund sufficient to support such activity. OUC may supplement this fund with contributions from external sources.

##### **46.8.2**

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

### **ARTICLE 47 - TRANSFER**

#### **47.1 Transfer To Another Centre**

##### **47.1.1**

The provisions of this Article shall apply only to employees on probationary, candidacy, or tenured appointment.

#### **47.2 Voluntary Transfer**

##### **47.2.1**

An employee on a probationary, candidacy, or tenured appointment may request a transfer to fill a new position at another OUC centre within his or her department(s) and within his or her classification. Such a request shall normally be granted without external advertisement or reference to a selection committee provided that the position is not so specialized that it cannot be filled by the employee requesting transfer.



#### **47.2.2**

An employee on a probationary, candidacy, or tenured appointment may request a transfer to fill a vacant position at another OUC centre created by the retirement, resignation, transfer, or death of another employee within his or her department(s) and within his or her classification. Such a request shall normally be granted without external advertisement or reference to a selection committee provided that the employee requesting transfer had been working under the provisions of Mode C at least one year prior to the position becoming vacant.

#### **47.3 OUC Initiated Transfer**

##### **47.3.1**

A probationary, candidacy, tenured or full-time employee may be transferred by OUC to a different OUC centre, provided 6 months' notice is given. This period may be reduced by mutual consent. If the transfer requires relocation of the employee's place of residence, the terms of clause 47.4 shall apply.

##### **47.3.2**

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.

##### **47.3.3**

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.

#### **47.4 Relocation Expenses for OUC Initiated Transfer**

##### **47.4.1**

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

##### **47.4.2**

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

##### **47.4.3**

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

- a) for a single person, actual expenses up to but not exceeding \$20.00 per day for a period not exceeding one month;
- b) for a married person, or a single person with dependents, actual expenses up to but not exceeding \$700.00 per month for a period not exceeding two months.

##### **47.4.4**

These expenses are not payable during the same days that full hotel expenses are payable under section 47.4.2 and are only payable for such period as the employee is able to prove his or her inability to re-establish himself or herself.

##### **47.4.5**

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

**47.4.6**

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.

**47.4.7**

OUC shall pay for costs of the following:

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

**47.4.8**

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

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

**47.5**

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 in accordance with Article 36 and 37 will be considered as OUC initiated transfers and all transfer expenses and allowances shall be paid by OUC.

**47.6**

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

**ARTICLE 48 - VACATIONS**

**48.1 Vacation: Probationary, Candidacy and Tenured Appointments**

This clause applies only to employees on probationary, candidacy, or tenured appointments and employees on term appointments of ten months or more.

**48.1.2 Vacation Entitlement**

**48.1.2.1**

An instructional faculty member, librarian, counsellor, recreation and athletic coordinator, social and cultural activity coordinator, social work field placement coordinator, education technology coordinator or nursing practice placement 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.

**48.1.2.2**

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.

**48.1.2.3**

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.

#### **48.1.2.4**

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

#### **48.1.3 Vacation Application**

##### **48.1.3.1**

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 be made only with the agreement of the employee, the Department Chair, and the designated supervisor.

##### **48.1.3.2**

Upon written application at least two weeks in advance, an employee may receive, prior to the commencement of one annual vacation period, any salary cheques which may fall due during the vacation period. OUC shall not be obligated to provide vacation advances which annually, in aggregate, exceed an amount equal to 1.67 times step 3, Grid 3. An employee wishing vacation advance must apply to the Payroll Department no later than May 1 each year.

#### **48.1.4 Vacation Carry-over**

With the exception of section 48.1.5, upon notification in writing to the designated supervisor, an employee may carry over up to twenty days of annual vacation to the next vacation year.

#### **48.1.5**

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

#### **48.2 Vacation: Term or Part-time Specialist Appointments**

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

##### **48.2.1**

Term and part-time specialist instructional faculty members, or term librarians, counsellors, recreation and athletic coordinators, social and cultural activity coordinators, social work field placement coordinators, educational technology coordinators and nursing practice placement coordinators, whose assigned duty period is ten 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.

##### **48.2.2**

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

##### **48.2.3**

Probationary, candidacy, or tenured employees not on leave without pay who receive a part-time term appointment are not eligible for this payment.

### **ARTICLE 49 – STATUTORY HOLIDAYS AND OTHER HOLIDAYS**

#### **49.1**

Employees on probationary, candidacy or tenured 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.

**49.2**

Term and part-time specialist 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 50 - SICK LEAVE**

**50.1**

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

**50.2**

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

**50.3**

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

**50.4**

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

**50.5**

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

**50.6**

In the case of illness of an immediate member of the family of an employee where no one at home, other than the employee, can provide for the needs of the ill person, the employee shall be entitled, in addition to the provisions of clause 52.6 and after notifying OUC, to use accumulated sick leave for this purpose to a maximum of ten (10) days per year for a probationary, candidacy or tenured employee or full-time term employee provided a minimum of twelve (12) days is available each year for personal sick leave only, or to a maximum of five days per year for an eligible part-time term employee.

**50.7**

An employee may be required to produce a certificate from a duly qualified practitioner, certifying that the sick employee is unable to carry out his or her duties due to illness. 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.

**50.8**

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

**50.9**

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

**50.10 Sick Leave Donation**

**50.10.1**

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

**50.10.2**

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

**50.10.3**

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

**50.10.4**

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.

**50.11**

Accumulated sick leave credits are lost on termination of employment or the conclusion of an appointment, except as provided in section 34.1.4, and in this clause. Accumulated sick leave credits will be restored to an employee on probationary, candidacy or tenured appointment in the event of recommencement of employment on probationary, candidacy or tenured appointment within two calendar years of termination under the provisions of Article 36, 37 and 38. Accumulated sick leave credit shall be restored to an employee on a term or specialist appointment who undertakes a new appointment in the immediately subsequent college year.

**50.12**

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.

**50.13**

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

## **ARTICLE 51 – MATERNITY AND PARENTAL LEAVE**

### **51.1 Maternity Leave**

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

### **51.2 Parental Leave**

#### **51.2.1**

Parental leaves without pay shall commence, for the birth mother, immediately after the end of the leave taken under the maternity leave provisions of clause 51.1 unless the employer and the employee agree otherwise.

#### **51.2.2**

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

#### **51.2.3**

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

### **51.3 Benefits Continuation**

#### **51.3.1**

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

#### **51.3.2**

On completion of the leave an employee on probationary, candidacy or tenured appointment, or an employee on term or part-time specialist appointment that has not expired, shall resume her or his position without disadvantage in seniority, salary, increase in salary and/or benefits.

#### **51.3.3**

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

#### **51.3.4**

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

### **51.4 Supplemental Employment Benefit Plan for Maternity and Parental Leave Effective April 1, 2002**

#### **51.4.1**

When on maternity or parental leave, an employee will receive a supplemental payment added to employment insurance benefits as follows:

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

- b) For a maximum of fifteen (15) additional weeks of maternity leave, the employee shall receive an amount equal to the difference between the Employment Insurance benefits and ninety-five percent (95%) of her salary calculated on her average base salary.
- c) For up to a maximum of thirty-five (35) weeks of parental leave, the biological mother shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five percent (85%) of her salary calculated on her average base salary.
- d) For up to a maximum of thirty-seven (37) weeks of parental leave, the biological father or adoptive parent shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five percent (85%) of the employee's salary calculated on his/her average base salary.
- e) The average base salary for the purposes of this Article is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.

#### **51.4.2**

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

#### **51.4.3**

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

#### **51.5 Additional Parental Leave**

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

### **ARTICLE 52 – OTHER LEAVES**

#### **52.1 Preamble**

All references within the leave provisions of this Agreement include heterosexual, common-law and same sex partners. References to family include spouse, child, siblings, parents, parents-in-law, grandparents, grandchild and any other person living in the same household who is dependent upon the employee.

#### **52.2 General Leave**

OUC may grant a leave of absence with or without pay to an employee for any reason for up to twenty-four (24) consecutive months. Such leaves shall not be unreasonably denied. Where an application for a general leave is denied, the applicant shall be provided with a written explanation for the denial of the leave.

#### **52.3 Retention of Status**

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

#### **52.4 Benefits While on Leave**

An employee will continue to receive her/his salary and benefits while on paid leave under this Article. An employee may elect to maintain any or all of the health and welfare benefits, for which he or she is eligible, subject to the conditions prescribed by the carrier, in accordance with Article 44, and subject to the approval of the B.C. Pension Corporation, pension contributions in accordance with Article 45, by paying the total cost of the premiums and contributions for the selected plans.

**52.5 Bereavement Leave**

An employee shall be entitled to five days leave with no loss of pay and benefits in the case of the death of a family member and upon notification to OUC. OUC may grant additional leave with pay. If an employee is on vacation leave at the time of bereavement, he or she should, upon his or her return to duty, present his or her designated supervisor with proof of bereavement in his or her immediate family and receive a day or days off to compensate for time lost during his or her vacation. In addition, up to one day's leave with pay shall be granted to attend a funeral of a friend or relative.

**52.6 Compassionate or Family Illness Leave**

An employee shall be granted leave of absence for up to five (5) days per year without loss of pay or benefits for compassionate reasons or because of family illness. The employer may grant additional compassionate or family illness leave which shall be charged against vacation time or shall be leave without pay at the discretion of the employee.

**52.7 Jury Duty and Court Appearances**

**52.7.1**

Leave of absence without loss of pay and benefits shall be provided to an employee summoned to serve on a jury or when subpoenaed or summoned as a witness in a criminal or civil proceeding not occasioned by the employee's private affairs, or when the employee accompanies a dependent child when the child is subpoenaed or summoned to appear as a witness in a criminal or civil proceeding.

**52.7.2**

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.

**52.7.3**

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.

**52.8 Public Duties**

**52.8.1**

OUC shall not apply restrictions to employees who wish to engage in political activities on their own time as campaign workers. OUC may grant a leave of absence without pay to an employee to engage in election campaign activities in a municipal, provincial or federal election to a maximum of ninety days. Such leaves shall not be unreasonably denied.

**52.8.2**

OUC shall grant a leave of absence without pay to an employee to seek election in a municipal, provincial or federal election to a maximum of ninety days.

**52.8.3**

OUC shall grant a leave of absence without pay to an employee for up to two (2) consecutive terms when elected to public office.

**52.9 Exchange Leave**

**52.9.1**

An employee holding a candidacy or tenured appointment may exchange her/his position and responsibilities with a qualified person from another institution for a fixed period of time with the agreement of the employee's department and OUC.



**52.9.2**

The employee will continue to receive regular salary and benefits for the duration of the exchange. The incoming employee will be paid by his/her institutional employer.

**52.9.3**

Where there are large inequities in cost of living between the locations of the exchanging individuals, the employer and the employee may discuss whether further assistance is required to facilitate the exchange.

**52.9.4**

As a condition of granting the exchange leave, the incoming employee must agree to be an associate member of the Association and must sign a statement to the effect that he or she shall abide by the terms and conditions of this Agreement.

**52.9.5**

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

**52.10 Deferred Salary Leave**

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

**52.11 Leave for Meetings and Conferences**

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 instructional faculty requesting leave during a teaching period, the leave period will normally not exceed two working days.

**ARTICLE 53 - JOINT COMMITTEE ON THE ADMINISTRATION OF THE AGREEMENT**

**53.1**

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

**53.2**

The JCAA shall be composed of three (3) representatives named by OUC and three (3) representatives named by the Association. Other individuals may attend JCAA meetings as resource persons, at the invitation of either party.

**53.3**

The JCAA shall schedule meetings at least once a month during the academic year. The timing of the meetings shall be by mutual agreement. Additional meetings may be scheduled with five (5) working days written notice by either party.

**53.4**

The Joint Committee on the Administration of the Agreement shall:

- a) review matters arising from the administration, interpretation and operation of the Agreement and other matters of mutual concern but excluding any dispute which is currently being resolved under the grievance procedures in this Agreement;
- b) endeavour to facilitate better working relationships between OUC and the Association and its members;
- c) endeavour to foster better communications between the various components of the OUC community;
- d) carry out functions specifically delegated by this Agreement.

**53.5**

The JCAA shall not have the power to add or to modify in any way the terms of this Agreement, but shall function in an advisory capacity to the Association and/or OUC and shall seek the timely correction of conditions that may give rise to misunderstandings.

**ARTICLE 54 - NEGOTIATIONS**

**54.1**

Each party to the Agreement shall appoint a negotiating committee and/or an agent. Each party shall advise the other party of the membership of its committee and/or its agent.

**54.2**

Each party to this Agreement shall have the right to have present, when discussing or negotiating with the other party, an advisor who may act as counsel.

**54.3**

The Association and OUC recognize that, during the life of the Agreement, either party may wish to propose modifications or additions to the Agreement. In the event of either party and/or its agent wishing to meet with the negotiating committee of the other party for such a purpose, the meeting shall be held at a time and place fixed by mutual agreement provided that such meeting is held not later than 14 calendar days after submission of the call to meeting.

**ARTICLE 55 - MEDIATION**

**55.1**

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 BC to confer with the parties and assist them in concluding a Collective Agreement.

**ARTICLE 56 – PRINTING AND DISTRIBUTION OF COLLECTIVE AGREEMENT**

**56.1**

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.

**56.2**

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 57 - ARTICLES HELD INVALID**

**57.1**

If any article or section of this Agreement or any riders hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with any enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

**57.2**

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure of Article 40.

**ARTICLE 58 – RESIDUAL RIGHTS**

**58.1**

This Article applies only to non-continuing employees as at April 26, 2000 who had right of first refusal in accordance with the 1998-2001 collective agreement.

**58.2 Right of First Refusal**

If a term appointment is not assumed by a partial-load tenured employee in accordance with clause 13.6, current part-time, temporary and replacement employees who have right of first refusal in accordance with the clause 10.5 of the 1998 – 2001 Collective Agreement, shall be eligible to exercise their right of first refusal in accordance with clause 10.5 of the 1998 – 2001 Collective Agreement subject to the restrictions of this section and are exempt from the provisions of clause 11.7 of this Agreement.

**58.3 Professional Development**

Part-time term, temporary and replacement employees who were, as at the date of ratification of this Agreement, eligible to apply for professional development funds in accordance with Article 16 of the 1998 – 2001 Collective Agreement, shall be eligible to apply for funds from the professional development fund described in Article 29 of this Agreement, for as long as they maintain their eligibility in accordance with Article 16 of the 1998 – 2001 Collective Agreement.

**ARTICLE 59 – EMPLOYMENT OF NON-MEMBERS**

**59.1**

In addition to, and without limiting any other provision in this Agreement, OUC will not contract out:

- a) any work presently performed by employees covered by this Agreement which would result in the layoff of such employees, including a reduction in assigned workload, or
- b) the instructional activities that are contained in the programs listed and/or funded in the approved annual institutional program profile and that are currently performed by bargaining unit employees.

**59.2**

Employees seconded to administrative positions may teach in accordance with section 19.1.6.

**59.3 Teaching Assistants and Laboratory Demonstrators**

**59.3.1**

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

**59.3.2**

OUC and the Association agree that teaching assistants and laboratory demonstrators may perform certain bargaining unit work as described in clause 59.4 and clause 59.5.

#### **59.4 Teaching Assistants**

##### **59.4.1**

A teaching assistant may assist an instructional faculty member in the performance of their duties. An instructional faculty member shall be assigned a teaching assistant only if he or she agrees to such an assignment.

##### **59.4.2**

Teaching assistants are full or part-time students employed part-time to assist instructional faculty members in course and laboratory work. Such teaching assistants shall be OUC students or graduate students, from a university, who are conducting their research or course work at OUC under the supervision of OUC instructional faculty members.

##### **59.4.3**

The instructional faculty member shall be involved in the selection process of a teaching assistant consistent with relevant collective agreements and OUC policies and procedures.

##### **59.4.4**

Under the supervision of instructional faculty members, teaching assistants may undertake the following tasks: collection and distribution of course materials, student contact for the purpose of assisting students with course materials, and marking of student work.

##### **59.4.5**

An instructional faculty member who supervises a teaching assistant assumes academic responsibility and accountability for performance of the teaching assistant's duties.

#### **59.5 Laboratory Demonstrators**

##### **59.5.1**

Full or part-time laboratory demonstrators may assist instructional faculty members in the performance of their duties.

##### **59.5.2**

Laboratory demonstrators are full or part-time employees of OUC employed to assist instructional faculty members in the delivery of laboratory instruction.

##### **59.5.3**

In consultation with the department, the Dean shall determine the need for a laboratory demonstrator. The department chair shall be involved in the selection of a laboratory demonstrator consistent with relevant collective agreements and OUC policies and procedures.

##### **59.5.4**

Under the supervision of instructional faculty members, laboratory demonstrators may undertake the following tasks: guidance and supervision of laboratory activities, preparation, set-up and take down of materials for use in the laboratory, inventory control, maintenance of equipment, and ordering of materials.

##### **59.5.5**

An instructional faculty member who supervises a laboratory demonstrator assumes academic responsibility and accountability for performance of the demonstrator's duties.

## **ARTICLE 60 – PARTIAL LOAD TENURED APPOINTMENTS**

### **60.1**

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

### **60.2**

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

### **60.3**

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

### **60.4 Conversion of Full-time Tenured to Partial-load Tenured**

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

#### **60.4.1**

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

#### **60.4.2**

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

#### **60.4.3**

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

#### **60.4.4**

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

### **60.5 Six Month Partial-load Tenured Position**

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

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

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

## **60.7 Workload Limits**

### **60.7.1**

With the exception of course preparations, all weekly scheduled instructional load limits for a partial-load tenured instructional faculty member working under the provisions of Mode A or Mode B shall be reduced from the full-time limits specified in this Agreement to a level consistent with the employee's partial-load as specified in his or her revised offer of appointment.

### **60.7.2**

A partial-load tenured instructional faculty member working under the provisions of Mode A or Mode B may have his or her weekly scheduled instructional load limits adjusted in the Fall and Winter semesters of any given college year provided that the average of the weekly scheduled instructional load limits over the two semesters is not greater than the level specified in section 60.7.1 and provided that the adjusted scheduled instructional load does not exceed the applicable full-time limits specified in this Agreement in either the Fall or Winter semester.

### **60.7.3**

The normal annual teaching load for partial-load tenured instructional faculty members working under the provisions of Mode C shall be reduced from the full-time limit specified in section 23.2.1 to a level consistent with the employee's partial-load as specified in his or her revised offer of appointment.

## **60.8 Duty Period**

### **60.8.1**

The duty period for an instructional faculty member on a partial-load tenured appointment who has accepted a six-month partial-load tenured appointment pursuant to clause 60.5 shall be six months less such time as is specified for vacation in this Agreement.

### **60.8.2**

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

### **60.8.3**

The total instructional duty period for a partial-load instructional faculty member who has accepted a six-month partial-load tenured appointment pursuant to clause 60.5 shall not normally exceed 17 weeks except in the case of instructional faculty members scheduled to teach in programs and courses which extend beyond 17 weeks. Faculty members assigned such instructional duties shall receive a stipend in accordance with section 41.1.3.

**AND IT IS EXPRESSLY AGREED** between the parties that all grants, covenants, provisos, agreements, rights, powers, privileges and liabilities contained herein shall be read and held as made by and with, granted to and imposed upon, the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places; AND wherever the singular or the masculine is used herein, the same shall be construed as meaning the plural or feminine, or the body politic, or corporate, where the context or the parties hereto so require, and where a party is more than one person all covenants shall be deemed to be joint and several.

IT WITNESS WHEREOF BOTH PARTIES HERETO HAVE EXECUTED THESE PRESENTS:

Signed on behalf of the University College:

Signed on behalf of the Association:

\_\_\_\_\_  
J.W.George Ivany  
Chair, Board of Governors  
Okanagan University College Board

\_\_\_\_\_  
John Pugsley  
President  
Okanagan University College Faculty  
Association

\_\_\_\_\_  
Kathryn Bindon  
President  
Okanagan University College

\_\_\_\_\_  
Jim Johnson  
Chairperson  
Okanagan University College Faculty  
Association Negotiating Committee

\_\_\_\_\_  
Marvin Krank  
Chairperson, Okanagan University College  
Negotiating Committee

Dated: \_\_\_\_\_

**APPENDIX "A"**

**FACULTY**

**GRID 1**

Effective May 20, 2001

Step	ANNUAL	BIWEEKLY
1	54,178	2,083.77
2	52,600	2,023.08
3	51,068	1,964.15
4	49,580	1,906.92
5	48,136	1,851.38
6	46,734	1,797.46
7	45,373	1,745.12
8	44,051	1,694.27
9	42,768	1,644.92
10	41,523	1,597.04
11	40,313	1,550.50
12	39,139	1,505.35
13	37,999	1,461.50
14	36,892	1,418.92

**Salary Range By Classification**

Lecturer, Librarian I, Counsellor I, Educational Technology Coordinator I, all other Coordinator classifications.



**APPENDIX "A"**

**FACULTY**

**GRID 2**

Effective May 20, 2001

Step	ANNUAL	BIWEEKLY
1	62,807	2,415.65
2	60,978	2,345.31
3	59,201	2,276.96
4	57,477	2,210.65
5	55,803	2,146.27
6	54,178	2,083.77
7	52,600	2,023.08
8	51,068	1,964.15
9	49,580	1,906.92
10	48,136	1,851.38
11	46,734	1,797.46
12	45,373	1,745.12
13	44,051	1,694.27
14	42,768	1,644.92

**Salary Range By Classification**

Assistant Professor, Librarian II, Counsellor II, Educational Technology Coordinator II

**APPENDIX "A"**

**FACULTY**

**GRID 3**

Effective May 20, 2001

Step	ANNUAL	BIWEEKLY
3	76,000	2,923.08
4	74,150	2,851.92
5	72,300	2,780.77
6	70,450	2,709.62
7	68,600	2,638.46
8	66,750	2,567.31
9	64,900	2,496.15
10	63,050	2,425.00
11	61,200	2,353.85
12	59,350	2,282.69
13	57,500	2,211.54
14	55,650	2,140.38
15	53,800	2,069.23
16	51,950	1,998.08

**Salary Range By Classification**

Associate Professor, Librarian III, Counsellor III, Educational Technology Coordinator III

**APPENDIX "A"**

**FACULTY**

**GRID 4**

Effective May 20, 2001

Step	ANNUAL	BIWEEKLY
1	91,783	3,530.12
2	89,110	3,427.31
3	86,515	3,327.50
4	83,995	3,230.58
5	81,548	3,136.46
6	79,173	3,045.12
7	76,867	2,956.42
8	74,628	2,870.31
9	72,455	2,786.73
10	70,344	2,705.54
11	68,295	2,626.73
12	66,306	2,550.23
13	64,375	2,475.96
14	62,500	2,403.85

**Salary Range By Classification**

Full Professor, Librarian IV, Counsellor IV, Educational Technology Coordinator IV

**APPENDIX "A"**

**FACULTY**

**GRID 1**

Effective April 01, 2002

Step	ANNUAL	BIWEEKLY
1	55,261	2,125.42
2	53,652	2,063.54
3	52,089	2,003.42
4	50,572	1,945.08
5	49,099	1,888.42
6	47,669	1,833.42
7	46,280	1,780.00
8	44,932	1,728.15
9	43,624	1,677.85
10	42,353	1,628.96
11	41,120	1,581.54
12	39,922	1,535.46
13	38,759	1,490.73
14	37,630	1,447.31

**Salary Range By Classification**

Lecturer, Librarian I, Counsellor I, Educational Technology Coordinator I, all other Coordinator classifications

**APPENDIX "A"**

**FACULTY**

**GRID 2**

Effective April 01, 2002

Step	ANNUAL	BIWEEKLY
1	64,063	2,463.96
2	62,197	2,392.19
3	60,386	2,322.54
4	58,627	2,254.88
5	56,919	2,189.19
6	55,261	2,125.42
7	53,652	2,063.54
8	52,089	2,003.42
9	50,572	1,945.08
10	49,099	1,888.42
11	47,669	1,833.42
12	46,280	1,780.00
13	44,932	1,728.15
14	43,624	1,677.85

**Salary Range By Classification**

Assistant Professor, Librarian II, Counsellor II, Educational Technology Coordinator II

**APPENDIX "A"**

**FACULTY**

**GRID 3**

Effective April 01, 2002

Step	ANNUAL	BIWEEKLY
2	79,485	3,057.12
3	77,596	2,984.46
4	75,707	2,911.81
5	73,818	2,839.15
6	71,929	2,766.50
7	70,041	2,693.88
8	68,152	2,621.23
9	66,263	2,548.58
10	64,374	2,475.92
11	62,485	2,403.27
12	60,596	2,330.62
13	58,708	2,258.00
14	56,819	2,185.35
15	54,930	2,112.69

**Salary Range By Classification**

Associate Professor, Librarian III, Counsellor III, Educational Technology Coordinator III

**APPENDIX "A"**

**FACULTY**

**GRID 4**

Effective April 01, 2002

Step	ANNUAL	BIWEEKLY
1	93,619	3,600.73
2	90,892	3,495.85
3	88,245	3,394.04
4	85,675	3,295.19
5	83,179	3,199.19
6	80,757	3,106.04
7	78,404	3,015.54
8	76,121	2,927.73
9	73,904	2,842.46
10	71,751	2,759.65
11	69,661	2,679.27
12	67,632	2,601.23
13	65,663	2,525.50
14	63,750	2,451.92

**Salary Range By Classification**

Full Professor, Librarian IV, Counsellor IV, Educational Technology Coordinator IV

**APPENDIX "A"**

**FACULTY**

**GRID 1**

Effective April 01, 2003

Step	ANNUAL	BIWEEKLY
1	56,367	2,167.96
2	54,725	2,104.81
3	53,131	2,043.50
4	51,583	1,983.96
5	50,081	1,926.19
6	48,622	1,870.08
7	47,206	1,815.62
8	45,831	1,762.73
9	44,496	1,711.38
10	43,200	1,661.54
11	41,942	1,613.15
12	40,720	1,566.15
13	39,534	1,520.54
14	38,383	1,476.27

**Salary Range By Classification**

Lecturer, Librarian I, Counsellor I, Educational Technology Coordinator I, all other Coordinator classifications



**APPENDIX "A"**

**FACULTY**

**GRID 2**

Effective April 01, 2003

Step	ANNUAL	BIWEEKLY
1	65,344	2,513.23
2	63,441	2,440.04
3	61,593	2,368.96
4	59,799	2,299.96
5	58,058	2,233.00
6	56,367	2,167.96
7	54,725	2,104.81
8	53,131	2,043.50
9	51,583	1,983.96
10	50,081	1,926.19
11	48,622	1,870.08
12	47,206	1,815.62
13	45,831	1,762.73
14	44,496	1,711.38

**Salary Range By Classification**

Assistant Professor, Librarian II, Counsellor II, Educational Technology Coordinator II

**APPENDIX "A"**

**FACULTY**

**GRID 3**

Effective April 01, 2003

Step	ANNUAL	BIWEEKLY
1	83,001	3,192.35
2	81,075	3,118.27
3	79,148	3,044.15
4	77,221	2,970.04
5	75,295	2,895.96
6	73,368	2,821.85
7	71,441	2,747.73
8	69,515	2,673.65
9	67,588	2,599.54
10	65,662	2,525.46
11	63,735	2,451.35
12	61,808	2,377.23
13	59,882	2,303.15
14	57,955	2,229.04

**Salary Range By Classification**

Associate Professor, Librarian III, Counsellor III, Educational Technology Coordinator III

**APPENDIX "A"**

**FACULTY**

**GRID 4**

Effective April 01, 2003

Step	ANNUAL	BIWEEKLY
1	95,491	3,672.73
2	92,710	3,565.77
3	90,010	3,461.92
4	87,388	3,361.08
5	84,843	3,263.19
6	82,372	3,168.15
7	79,973	3,075.88
8	77,643	2,986.27
9	75,382	2,899.31
10	73,186	2,814.85
11	71,055	2,732.88
12	68,985	2,653.27
13	66,976	2,576.00
14	65,025	2,500.96

**Salary Range By Classification**

Full Professor, Librarian IV, Counsellor IV, Educational Technology Coordinator IV

**APPENDIX B**

**DEPARTMENTS  
(Reference Clause 33.1)**

Anthropology  
Biology  
Business Administration  
Chemistry  
Civil Engineering Technology  
Computer Science  
Counselling  
Earth and Environmental Science  
Economics  
Education  
Electronic Engineering Technology  
English  
Fine Arts  
Geography  
History  
Library  
Mathematics and Statistics  
Mechanical Engineering Technology  
Modern Languages  
Nursing  
Philosophy  
Political Science  
Psychology  
Physics and Astronomy  
Social Work  
Sociology  
Water Quality Technology

**AREAS  
(Reference Section 14.11.5)**

Audiovisual  
Student Affairs  
Education Technology

**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:

\_\_\_\_\_  
J.W.George Ivany  
Chair, Board of Governors  
Okanagan University College Board

\_\_\_\_\_  
John Pugsley  
President  
Okanagan University College Faculty  
Association

\_\_\_\_\_  
Kathryn Bindon  
President  
Okanagan University College

\_\_\_\_\_  
Jim Johnson  
Chairperson  
Okanagan University College Faculty  
Association Negotiating Committee

\_\_\_\_\_  
Marvin Krank  
Chairperson, Okanagan University College  
Negotiating Committee

Dated: \_\_\_\_\_

**LETTER OF UNDERSTANDING #2**  
**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 instructional faculty member, 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 instructional faculty member is qualified. Permission of the Dean, and agreement on the nature of the readings project between the Department Chair and the instructional faculty member, 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 instructional faculty member.
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 for faculty working under the provisions of Mode A or Mode B 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 instructional faculty member, Department Chair and designated supervisor agree that the course is sufficiently similar to another course assigned to the instructional faculty member'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 an instructional faculty member.
4. An instructional faculty member shall be assigned no more than one Directed Studies course per semester.

**(LETTER OF UNDERSTANDING #2)**

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:

\_\_\_\_\_  
J.W.George Ivany  
Chair, Board of Governors  
Okanagan University College Board

\_\_\_\_\_  
John Pugsley  
President  
Okanagan University College Faculty  
Association

\_\_\_\_\_  
Kathryn Bindon  
President  
Okanagan University College

\_\_\_\_\_  
Jim Johnson  
Chairperson  
Okanagan University College Faculty  
Association Negotiating Committee

\_\_\_\_\_  
Marvin Krank  
Chairperson, Okanagan University College  
Negotiating Committee

Dated: \_\_\_\_\_

**LETTER OF UNDERSTANDING #3**  
**POLICY ON FORMATIVE TEACHING EVALUATIONS**

OUC and the Association agree to establish the following draft Policy on Formative Teaching Evaluations. Further the parties agree to review the policy and make adjustments to ensure fair and efficient operation.

**Policy on Formative Teaching Evaluations**

**1. Self Evaluation**

**1.1**

In order to improve course design or teaching effectiveness, an employee may conduct a written student evaluation of any aspect of a course including his or her teaching performance provided that the procedures of the survey protect student confidentiality.

**1.2**

Employees may also seek assistance in improving their teaching from a variety of sources including peers, department chairs, and Deans or Directors.

**1.3**

Individual employees may develop other sources of data for improving teaching effectiveness either alone or in consultation with others.

**2. Teaching Evaluations**

**2.1**

Teaching evaluations shall be obtained through a student questionnaire administered in such a way as to afford all students in a given course or class a reasonable chance to respond. The questionnaire shall contain a series of questions that will be answered on a computerized answer key and rated on a standardized scale. The questionnaire will comprise approximately 20 core questions plus any optional questions, selected from an approved list, added by the employee being evaluated. The format of the questionnaire, the core questions, and the list of optional questions shall be mutually agreed to by the parties and shall not subsequently be changed without the mutual agreement of both parties.

**2.2**

With each questionnaire a separate sheet of paper shall be provided for students to make written comments in response any open-ended questions approved by the parties. These comments shall be returned unexamined to the employee being evaluated in accordance with 2.5.

**2.3**

Although logistics and resources may not permit, the goal of this policy is that teaching evaluations shall be conducted each semester in every course with an enrolment of five (5) or more students.

**2.4**

The student questionnaire shall be administered by clerical staff under the direction of the Dean or Director. The scheduling of the student questionnaire shall be by the mutual agreement of the employee and the Dean or Director. The employee shall not be present while questionnaires are being filled out. Employees shall not receive any information that would disclose the identity of students who completed the questionnaire.

**2.5**

After questionnaires have been completed, the written comments shall be placed in a sealed envelope, which shall be held in the office of the Dean or Director and provided to the employee being evaluated, unopened, after the final date for grade appeals has elapsed.



**(LETTER OF UNDERSTANDING #3)**

**2.6**

OUC shall be responsible for providing the employee being evaluated with a confidential statistical summary of student responses after the final date for grade appeals has elapsed.

**2.7**

The statistical summary of student responses, and any response by the employee, shall be part of the employee's official personnel file.

**2.8**

Data and statistical measures derived from surveys which conform to the provisions of this letter, and which have been placed in the employee's official personnel file, can be used in the assessment of an employee's teaching performance for the purposes of conversion from a probationary appointment to a candidacy appointment and for the purposes of consideration for tenure and promotion. In addition, any materials which are relevant in assessment of teaching and which have been placed in the official personnel file can be used in the assessment of teaching performance.

**2.9**

In using the statistical summary of student responses in evaluating employees' teaching, Deans, Directors, and Review Committees shall consider any relevant factor, including but not limited to, course prerequisites, whether the course is elective or required, introductory or advanced, whether it is being taught for the first time, the facilities available given the requirements of the course, the subject matter, and other relevant issues.

Signed on behalf of the University College:

Signed on behalf of the Association:

\_\_\_\_\_  
J.W. George Ivany  
Chair, Board of Governors  
Okanagan University College Board

\_\_\_\_\_  
John Pugsley  
President  
Okanagan University College Faculty  
Association

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Kathryn Bindon  
President  
Okanagan University College

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Jim Johnson  
Chairperson  
Okanagan University College Faculty  
Association Negotiating Committee

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Marvin Krank  
Chairperson, Okanagan University College  
Negotiating Committee

Dated: \_\_\_\_\_

**LETTER OF UNDERSTANDING #4**  
**PARTIAL LOAD TENURED EMPLOYEES**

1. Any employee who had a partial-load tenured appointment on April 1, 2001 shall be offered, no later than March 1 2004, the opportunity to have his or her appointment converted to a full-time appointment.
2. Any employee with a partial-load tenured appointment who declines the offer to have his or her appointment converted to a full-time appointment shall have no subsequent rights to be offered full-time employment.
3. The Association agrees that, as soon as every partial load tenured librarian has been offered the opportunity to have his or her appointment converted to a full-time appointment, OUC may advertise and fill any part-time library specialist appointments recommended by the Library department. The parties agree that no such appointments shall be approved until all partial load tenured librarians have been offered the opportunity to have their appointments converted to full-time appointments.
4. The parties agree that the provisions of Article 60 shall apply to all partial-load tenured employees, until such time as all such employees are offered the opportunity to have their appointments converted to full-time appointments.
5. It is the intent of the parties that, once all existing partial-load tenured employees have had the opportunity to have their appointments converted to full-time appointments, the category of partial-load tenured employees shall be eliminated and replaced with appropriate partial leave language. The parties further agree to attempt to reach agreement on such language no later than March 1, 2004.

Signed on behalf of the University College:

Signed on behalf of the Association:

\_\_\_\_\_  
J.W.George Ivany  
Chair, Board of Governors  
Okanagan University College Board

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John Pugsley  
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Okanagan University College Faculty  
Association

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Jim Johnson  
Chairperson  
Okanagan University College Faculty  
Association Negotiating Committee

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Marvin Krank  
Chairperson, Okanagan University College  
Negotiating Committee

Dated: \_\_\_\_\_

**LETTER OF UNDERSTANDING #5**  
**HARASSMENT APPEALS**

1. OUC and the Association agree that it is in the interest of both parties to allow a process whereby following an investigation of a harassment allegation, OUC's determination pursuant to Article 8.5.7 may be delayed until options of student appeal have been resolved, where relevant.
2. The parties agree to discuss modifications to Article 8 to include such a procedure once the OUC Policy and Procedure on Harassment has been finalized.

Signed on behalf of the University College:

Signed on behalf of the Association:

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J.W.George Ivany  
Chair, Board of Governors  
Okanagan University College Board

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Jim Johnson  
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Okanagan University College Faculty  
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Marvin Krank  
Chairperson, Okanagan University College  
Negotiating Committee

Dated: \_\_\_\_\_

**LETTER OF UNDERSTANDING #6**  
**OVERSIGHT COMMITTEE**

1. OUC and the Association agree to establish an Oversight Committee to deal with problems arising from the implementation of Mode C workloads.
2. The Committee shall comprise one officer of the Association, named by the Association, and one OUC administrative officer, named by OUC.
3. In the event that a dispute arises concerning normal class sizes pursuant to Clause 25.4 the Committee shall investigate class sizes for similar courses at other primarily undergraduate universities with a six course per year standard teaching load, taking into account such factors as whether or not teaching assistants are provided, the number and type of evaluation instruments employed, and the typical mix of large and small classes in a faculty member's workload.
4. The Committee shall inform the Vice President, Academic of the range of class sizes at the comparator universities. The Vice President, Academic shall be responsible for ensuring that normal class sizes at OUC do not exceed the upper bound of the normal range as established by the committee.
5. The report of the Oversight Committee is intended to provide an empirical basis for the implementation of Mode C. The report of the committee shall not be grievable. Failure by the Vice President to ensure that normal class sizes at OUC do not exceed the upper bound of the normal range as established by the committee shall be grievable.

**(LETTER OF UNDERSTANDING #6)**

6. Upon request by a Department Chair, the Committee shall also shall investigate equivalencies for specific non-standard teaching formats at other primarily undergraduate universities with a six course per year standard teaching load to facilitate the establishment of such equivalencies at OUC under Clause 23.4.

Signed on behalf of the University College:

Signed on behalf of the Association:

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J.W.George Ivany  
Chair, Board of Governors  
Okanagan University College Board

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John Pugsley  
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Marvin Krank  
Chairperson, Okanagan University College  
Negotiating Committee

Dated: \_\_\_\_\_

**LETTER OF UNDERSTANDING #7**  
**SCHOLARLY ACTIVITY POLICY**

OUC and the Association agree to revise the Policy for Scholarly Activity with the purpose of improving processes and ensuring that OUC may undertake a reasonable evaluation of scholarly activity for those instructional faculty members with a scholarly activity workload.

Signed on behalf of the University College:

Signed on behalf of the Association:

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J.W.George Ivany  
Chair, Board of Governors  
Okanagan University College Board

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Marvin Krank  
Chairperson, Okanagan University College  
Negotiating Committee

Dated: \_\_\_\_\_

**LETTER OF UNDERSTANDING #8**  
**UNIVERSITY OF CALGARY MASTERS OF EDUCATION COURSES**

1. University of Calgary Masters of Education courses offered on-site at Okanagan University College shall be taught by OUCFA members.
2. Probationary, candidacy and tenured employees may request to teach University of Calgary Masters of Education courses as part of their assigned workload. The Director of Education may, in consultation with the University of Calgary, agree to this request.
3. The Director of Education may assign University of Calgary courses to a probationary, candidacy or tenured employee in the School of Education. Such an assignment shall only be made with the employee's consent. The assignment shall be made in writing to the employee and shall state the University of Calgary courses being added to the employee's assignment and the OUC courses being deleted from that assignment.
4. OUC may create a term appointment that includes the OUC courses deleted from the work assignment of a probationary, candidacy or tenured employee who agrees to an assignment made in accordance with 3, above. The creation of such a term appointment shall be considered consistent with subsection 14.6.1.1.
5. For the purposes of Article 14 and other relevant articles of this Agreement, University of Calgary Masters of Education courses shall be considered equivalent to third or fourth year OUC courses.
6. For the purposes of Article 21 and other relevant articles of this Agreement, supervision of the University of Calgary Masters of Education exit requirement (exit examination, portfolio, or professionally-derived project) shall be considered equivalent to an OUC directed studies course.

**(LETTER OF UNDERSTANDING #8)**

7. OUC may administer University of Calgary course evaluation questionnaires to students in University of Calgary Masters of Education courses and any information derived from such questionnaires may be provided to relevant administrators at the University of Calgary. Use of such questionnaires shall not constitute an evaluation of the employee under Article 28 of this Agreement. No information derived from the questionnaires may be placed in the employee's official personnel file or used in any manner to the disadvantage of the employee.

Signed on behalf of the University College:

Signed on behalf of the Association:

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J.W. George Ivany  
Chair, Board of Governors  
Okanagan University College Board

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Marvin Krank  
Chairperson, Okanagan University College  
Negotiating Committee

Dated: \_\_\_\_\_



**LETTER OF UNDERSTANDING #9**  
**PRIOR LEARNING ASSESSMENT**

1. OUC and OUCFA agree that prior learning assessment work undertaken by a member of OUCFA is to be integrated into, and form part of, an instructional faculty member's workload as defined in this Agreement. However, at this point, the parties have insufficient experience to provide a reliable basis for including prior learning assessment as part of a workload formula.
2. As an interim measure, OUC will remunerate PLA work done by current employees based on the number of assigned real hours required to perform those assessments. The rate of payment shall be determined by the following formula:

$$\text{Hourly PLA Remuneration} = \frac{(\$) \times (1.5)}{(30) \times (52)}$$

where S is the annual salary.

3. Before any PLA assessment work is undertaken in a department the chair of the department, a representative of the Association, and the designated supervisor shall meet to determine the types of PLA assessment that might be undertaken in that department, and the number of real hours required for assessments of various types within that department. Once all three parties have agreed on how many real hours will be assigned for assessments of various types all assessments of a given type in that department shall be remunerated on the basis of the agreed upon number of hours. The agreement will remain in force for one year and can be renewed only with the mutual agreement of all three parties.
4. Employees performing PLA shall keep track of their real hours and provide, for each assessment actually performed, a report to the Association, the designated supervisor, and the department chair, on what specific work actions were performed, and how long each action took. The employee's compensation will be based on the number of assigned hours agreed upon as per paragraph 3 above and shall not be adjusted based on the report of real hours. The report will only be used to help the parties determine more accurately the appropriate number of real hours required for assessments of a given type, and as a basis for including prior learning assessment as part of a workload formula once a sufficient number of PLA assignments have been undertaken.
5. Probationary, candidacy and tenured employees in the department shall have a first right, on a seniority basis, for PLA work.
6. The parties agree that it is the responsibility of employees not to perform PLA work without first having acquired a sufficiently high level of subject matter expertise to perform the assessment adequately.
7. An employee whose previous teaching and research experience has not sufficiently prepared him or her for a specific PLA assignment that he or she has voluntarily accepted is expected to develop, without additional compensation or release time, and in a timely fashion, the relevant subject matter expertise prior to undertaking the work.
8. If no employee voluntarily accepts a PLA assignment the work may be assigned to a probationary, candidacy or tenured employee by the designated supervisor, in consultation with the department chair.
9. An employee whose previous teaching and research experience has not sufficiently prepared him or her for a specific PLA assignment that he or she has been assigned is entitled to develop the relevant subject matter expertise prior to undertaking the work. OUC shall provide the faculty member with sufficient release time in order to develop the relevant subject matter expertise. The amount of release time shall be mutually agreed

**(LETTER OF UNDERSTANDING #9)**

10. An employee assigned PLA responsibilities is entitled to training in the methodology and application of prior learning assessment, if necessary. The employer shall provide necessary release time from other duties to undertake such training, and pay all expenses incurred.

Signed on behalf of the University College:

Signed on behalf of the Association:

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J.W. George Ivany  
Chair, Board of Governors  
Okanagan University College Board

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Marvin Krank  
Chairperson, Okanagan University College  
Negotiating Committee

Dated: \_\_\_\_\_

**LETTER OF UNDERSTANDING #10**  
**CONVERSION FROM CONTINUING APPOINTMENTS TO TENURED APPOINTMENTS**

1. All employees who had successfully completed their probationary period under prior to the signing of this Agreement shall be converted to a tenured appointment effective immediately upon the signing of this Agreement.
2. All employees appointed to a continuing appointment prior to April 1, 2001 who, at the time of the signing of this Agreement, had not yet completed their probationary period shall be converted to a tenured appointment effective immediately upon the successful completion of their probationary period under the provisions of Article 15 of this Agreement.
3. Any employee appointed to a continuing appointment prior to April 1, 2001 who, at the time of the signing of this Agreement, had not yet completed his or her probationary period shall have the right to be converted to a candidacy appointment effective immediately upon his or her written request. Such an employee shall thenceforth be subject to the provisions of Article 16 of this Agreement.

Signed on behalf of the University College:

Signed on behalf of the Association:

\_\_\_\_\_  
J.W.George Ivany  
Chair, Board of Governors  
Okanagan University College Board

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Marvin Krank  
Chairperson, Okanagan University College  
Negotiating Committee

Dated: \_\_\_\_\_

**LETTER OF UNDERSTANDING #11**  
**CONVERSION FROM LABORATORY INSTRUCTOR AND COLLEGE PROFESSOR CLASSIFICATION TO**  
**INSTRUCTIONAL FACULTY MEMBER CLASSIFICATION**

All employees appointed to a continuing appointment as a Laboratory Instructor or a College Professor prior to April 1, 2001 shall be converted to an Instructional Faculty Member appointment effective April 1, 2001.

Signed on behalf of the University College:

Signed on behalf of the Association:

\_\_\_\_\_  
J.W. George Ivany  
Chair, Board of Governors  
Okanagan University College Board

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Marvin Krank  
Chairperson, Okanagan University College  
Negotiating Committee

Dated: \_\_\_\_\_

**LETTER OF UNDERSTANDING #12**  
**COORDINATOR CLASSIFICATIONS**

1. This Letter of Understanding applies to the following classifications:
  - Audiovisual Coordinator
  - Nursing Practice Placement Coordinator
  - Recreation and Athletic Coordinator
  - Social and Cultural Activity Coordinator
  - Social Work Field Placement Coordinator
  
2. OUC and the Association agree that the following provisions of the 2000/2001 collective agreement will continue to apply to the classifications specified in clause #1:
  - Article 9 Definitions of Employee Classifications
  - Article 12 Probation
  - Article 14 Duties, Responsibilities and Workloads
  - Clause 20.03 Reduction of the Number of Employees on Continuing Appointment
  - Clause 6.4 Common Agreement – Targeted Labour Adjustment
  - Clause 6.5 Common Agreement – Labour Adjustment Fund
  
3. The classifications specified in this Letter of Understanding shall be paid in accordance with Grid 1 of the 2001/2004 collective agreement.

**(LETTER OF UNDERSTANDING #12)**

4. OUC and the Association agree to continue discussions with respect to the referenced terms and conditions of employment for these classifications in order to integrate them within the 2001/2004 collective agreement.

Signed on behalf of the University College:

Signed on behalf of the Association:

\_\_\_\_\_  
J.W.George Ivany  
Chair, Board of Governors  
Okanagan University College Board

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Chairperson, Okanagan University College  
Negotiating Committee

Dated: \_\_\_\_\_