

Know your Rights!

A Brief Guide to Your Rights under the Collective Agreement for Non-Regulars

Nanci Lucas, Chief Steward, CFA

The purpose of this document is to give you some quick access to information on:

- I. Your Pay
- II. Your Job Security
- III. Your Evaluation and Probation
- IV. Your Benefits
- V. Your Rights and Obligations

An area steward and the Collective Agreement should always be consulted before you make a decision. This quick guide does not cover all aspects of each topic and should not be relied upon as your sole source of information. Call **604-984-4948** or local **4948** to get help.

I. Your Pay

Your monthly pay cheque is inclusive of any applicable professional development pay and vacation pay. This can be confusing for non-regular faculty who have been paid in advance for one week of professional development time and vacation time for each section worked. You could work for in a month following the end of term and not receive a payment that month because you were paid in advance for your professional development and vacation.

A. What is my pay rate?

Non-Regular faculty is paid on a section basis for each course taught according to the existing scales listed under Article 7.3. Currently, there are 11 salary levels or “steps” in our Collective Agreement.

Most non-regular faculty is hired on the bottom step of the salary scales for various classifications of faculty duties outlined in Article 6.

Currently, a full time position as an instructor at the bottom of the pay scale, Step 11, is paid \$50,682 per year. Per section this is \$6,336.

Counselors, Librarians, and Special appointees are on the same scale as instructors; Step 11 or \$6,336 per section, \$50,682 per annum full time; \$69.70 per instructional hour; and \$33.53 per non instructional hours (see Article 7.3.1.).

Lab Supervisors and Instructional Associates are paid at a rate of 85% of the Instructor/Counselor/Librarian and Special Appointee Salary Schedule in 7.3 and 7.3A (see Article 7.3.3.2 and Appendix B); Step 11 or \$5,385 per section, \$42,235 per annum full-time; and \$58.03 per hour.

Private Music Instructors are paid on step 5 of their scale (see Article 7.3.A.1). This is \$45.92 per hour, \$4,592 per section, and \$36,736 per annum full time. (Section rates are based on 100 instructional hours per section; per annum rates are based on 8 sections per annum.)

The exception to placement at the bottom of the appropriate scale is defined in section 8.4.4.1 which states that in exceptional circumstances where unusual skills, credentials or experience are required, a higher placement may result.

B. When does my pay rate increase?

In the term following the completion of 8 sections worth of work, you advance one step on your salary scale.

On completion of 12 sections worth of work, you are placed on scale according to the criteria, experience and education outlined in Article 8, but the highest salary level is at **Step 8** of the salary scale (see Article 8.4.4.2).

C. How and when am I placed on scale?

Once you have completed 12 sections or equivalent, you will be placed on scale but that initial placement for non-regulars is capped at Step 8, as explained above. After reaching Step 8 of the salary scale (see Article 8.4.4.2) you advance **one** step following each completion of 8 sections or equivalent work.

The criteria for salary scale placement are specified in Article 8.2. Normally, a decision as to the appropriate placement on scale is done in a meeting between you and the Vice President of Human Resources.

If you want to appeal your placement on the salary scale, see Article 8.3 for details.

D. When and how am I paid?

You are paid once each month at the end of the month. You are paid during those months when you perform your primary duty (e.g. for instructors this is when you teach students). You are paid **in advance** for your professional development (PD) and vacation time. PD is **one week** of full-time work for each section of work.

E. Can I be paid on a monthly basis per annum?

At your request, you can be paid on an annual basis if you meet the criteria outlined in Article 7.5.2.1. The criteria are that you have a history of working at least 4 sections per year, and are assigned at least 4 sections when you apply to be paid over the academic year.

Apply in writing to the Human Resources department prior to August 1st of the academic year. It is good practice to provide a copy of your application to your CFA steward, and keep another copy for your files.

F. Other Working Condition Issues - that may impact me.

1. Dual Location Work

Capilano College offers courses at the North Vancouver Campus, Howe Sound Campus, Sunshine Coast Campus, and Mount Currie Learning Centre (see Letter of Agreement).

The North Vancouver location includes all sites within North Vancouver, West Vancouver, Vancouver and Burnaby, and most of the Lower Mainland.

No employee can be required to accept an assignment at more than one campus or more than two sites within the North Vancouver area.

2. Hours of Work

Employees should have all duties including meetings assigned within an 8 hour consecutive period, excluding the one hour lunch period (Article 6.8.11). This can be waived in writing by the employee.

An employee assigned duties that extend to 8:00 p.m. shall not be assigned duties commencing before 10:00 a.m. the following day.

An employee performing duties after 8:00 p.m. shall not be assigned duties before 1.p.m. the following day (Article 6.8.9)

These provisions can be waived in writing by the employee and the Dean.

3. Number of Terms Worked Per Year

You are not required to teach in more than 2 terms per year. If you are asked to work in a third term and refuse, you are protected under Article 11.4.5.2.2. This states that this refusal does not forfeit your rights to a further appointment.

II. Your Job Security

Non-regulars start with the assumption that there is no work expected in the coming year, unless there is work available.

Regulars start with the assumption that there is committed work available, unless they are told otherwise - reduced.

A. As a Non-Regular

Your job security flows from two sources - your colleagues and the Collective Agreement. The relationship you have with your colleagues as a whole is important. Your department either through policy and/or through vote makes workload assignments. The Collective Agreement provides that overloads (teaching/working more than a full time position) cannot cause any non-regular employee to have a reduced work load. See Article 6.11.2 for all provisions governing work overload. Ask your area coordinator about the policies for the assignment of work in your area. All areas should have a manual of their internal practices and policies available to their faculty.

B. As a Regular

Regularization is a complex process outlined in Article 11.7. When regularization occurs in your area, it is important that you know the policies that operate around faculty appointments (Article 11.3) in your area.

After 2 years of working ½ time or more, a non-regular employee may trigger a new regular position if that commitment level is assured for the next year (see Article 11.7.1.1) and the limitations outlined in Article 11.7.2 are not triggered.

If a new regular position cannot be created after 2 years because of lack of an assured commitment level, the next opportunity for regularization is after three years. A new regular position will be created for a non-regular employee who has continued to work at least 1/2 time for three years if the limitations outlined in Article 11.7.2 are not triggered.

Normally, a non-regular employee must apply for and be interviewed for the new regular position according to Articles 11.7.1.4 and 11.7.1.5.

A functional area may limit the search for the newly regularized position to internal candidates (internal to the College as a whole). In that case, no external search for the newly regularized position will occur according to the terms of Article 11.7.1.4.

III. Evaluation and Probation

A. Evaluation Overview

Normally, the first appointment is for a 2 year probationary period. During that period, you will be evaluated according to the criteria outlined in Article 11.5. Again, your area coordinator and steward can outline the procedures your area follows regarding student questionnaires and class room visits. It is important that you read and understand this information. It is advisable early in the term to solicit informal feedback from your students and colleagues. In this way you can be made aware of issues and address them before the formal process begins.

Your evaluation file normally includes the contents outlined in Article 11.5.3.2: student questionnaires, a report from a colleague chosen by you who has visited at least one class or, if you do not teach classes, is familiar with

your work, and a report from the coordinator who has visited your class or observed you at your duties; it may contain a self-submission, and a Dean's or President's report.

Most area coordinators meet with faculty to discuss the contents of the coordinator report prior to submitting it to the evaluation file. Once your evaluation file is complete, you will be notified in writing, and will have 7 working days to read the contents of that file and make any final self-submission. You should read the file carefully including the student questionnaires. Up until the expiration of those 7 working days, you can make a self-submission to be added to that file. **(If anything in the file makes you feel that you need to respond, FIRST contact an area steward and get advice.)** You should put in a self-submission about your participation in your area and in the broader college community, and your professional development. If you have any concerns arising from student questionnaires or colleague and coordinator reports, please contact your area steward.

You and your area steward will determine the best course of action between a self-submission and a challenge to the contents of the evaluation file. Content in an evaluation file can be challenged if it is inappropriate because it is irrelevant or unsupported by evidence. (Article 11.5.4, pages 118-19). The CFA strongly recommends that you consult with the Chief Steward prior to writing and submitting that Challenge.

Outcomes of Evaluation are defined in Article 11.5.5.1. A satisfactory evaluation in your first year cannot shorten the probationary period. Evaluation outcomes other than satisfactory include continuation of probation with alerting and guidance for the second year; extension of probation with alerting and guidance for a third year; termination, and continuing appointment (see Article 11.4.5.2.1).

B. What happens after the 2 year probationary period?

After successful evaluations, you become, according to Article 11.4.5.2, a continuous employee. You are assigned work in your area(s) of appointment on the basis of seniority as defined by your department/functional area.

Your rights to further work extend for three terms (one year) beyond when you last worked. If you refuse an offer of work, you forfeit your rights to a further appointment unless that offer of work would require you to work for 3 consecutive terms (see Article 11.4.5).

IV. Benefits

Your benefits are described in Article 9.

A. Benefits for All Non-Regular Employees

- **Vacation:** for most non-regulars, vacation pay is included in your monthly cheques. Each section or equivalent entitles you to one week paid vacation.
- **Professional development:** for most non-regulars, professional development pay is included in your monthly cheques. Each section or equivalent entitles you to one week paid professional development. Your professional development proposal must be approved by your department, and you should understand the specific policies around professional development in your area.
- Participation in the **College Pension Plan**
- Participation in the **Employment Insurance Plan** insofar as statutes permit.
- **Tuition fee waivers** (see Article 9.13). You are entitled to a tuition fee waiver for all credit courses taken at the college. To be eligible for this fee waiver, you must be assigned at least 1 section in the term you request the fee waiver or 2 sections in the current or previous year. Some credit courses are wholly or partly cost-recoverable. You receive a fee waiver only for tuition equivalent to the fees for a regular, base-funded credit course.
- **Paid Sick leave** (see Article 10.1). All employees have a right to a paid 30 day sick leave. Sick leave is not accumulated through seniority.

- **Paid Parental leave** for male or female employees with up to one year of top up for EI benefits (see Article 10.2).
- **Paid Family Responsibility Leave** (see Article 10.5.3).
- Access to the **Employee & Family Assistance Program (EFAP)**. This program provides confidential personal counseling services for employees and their dependents, provided through Shepell•fgi.com.

Assessment and counseling is available on such matters as marital or family problems, alcohol or drug dependencies, financial or legal difficulties, emotional problems, work-related problems, bereavement, stress and others.

Currently the College will pay for 12 sessions, with possible extensions for each person in your family. If you prefer, you can use a registered psychologist, social worker or clinical counselor of your choice with prior permission from Shepell•fgi.

If you use a Shepell•fgi counselor, you pay nothing. The college is billed directly.

If you use your own counselor, you pay their fee. Shepell•fgi will then reimburse you, currently up to \$70/hr.

The remainder of the fees can be paid by your extended health plan up to \$1,000, but only for a registered psychologist. If you use a social worker or clinical counselor, the remaining fees can be paid through your health spending account. This applies, of course, only if you have access to flexible benefits and have chosen to place those benefits in your health spending account in August. The toll-free 24 hour number for Shepell•fgi is 1-800-387-4765. Shepell•fgi has an excellent website at www.Shepellfgi.com

In addition, please see a list of FAQs available on the Employee Intranet under services and committees, EFAP or contact a member of the CFA EFAP committee for confidential assistance.

- **Other leaves** are described in Article 10.5. They include unpaid educational leave, family responsibility leave; bereavement and critical care leave, personal leave, and leave for union duties and court appearances. Many of these leaves have defined limits so please consult with your steward and area coordinator.

B. Benefits for Non Regular Employees working 1/2 time (or more) loads

Once you are working at least 2 sections a term or 1/2 time over an academic year, on or before August 31 of that year you are eligible to participate in the flexible benefits package that includes MSP, Short and Long Term Disability Insurance, Extended Health, Life Insurance and Accidental Death and Dismemberment Insurance to age 65 years.

Dental Plan insurance is available as soon as you are assigned 1 1/2 sections in a term and you are also placed on scale. (See Article 9.4.2.2.1). A pamphlet is available on flexible benefits from Terry Kennedy at local 4932.

Non regulars who wish to participate in the flexible benefits plan should review the options with the benefits advisor, Terry Kennedy at local 4932

Be aware that joining the flexible benefits plan may cost you money. If your workload falls below 1/2 of a full load you will be expected to pay the costs for that period and the year your appointment rights are still active. (see Article 9.4.2.2. - 9.4.2.2.4).

V. Your Rights and Obligations

A. Your Individual Rights

You have the right to full participation and voting in your area, and to be consulted for decisions made under Article 2.8.

You have the right to protection from harassment and unfair or unequal treatment.

You have the right to Union representation at any disciplinary meetings.

You have the right to grieve violations of both the Local and Common Collective Agreements.

You can request copies of your evaluations and see your personnel records.

You are also protected regarding copyright under Article 12.

B. Your Union Rights

You are a full member of the Capilano College Faculty Association upon enrollment. Contact the CFA office at local 4948 or speak to your area steward to sign up as a member.

Once you are a member of the CFA, you can stand for election to all positions and committees in the Union. Of course, we welcome you to all general meetings, and you have the right to vote at all meetings for the period of your appointment and during which you have appointment rights. The CFA reserves the period in the Tuesday lunch hour block from 12:30-1:30 for its meetings, and no other duties can be scheduled in that time.

If you choose not to join the CFA, you are still covered by the Collective Agreement and have the right to union representation should the need arise. The CFA is the sole bargaining agent for all faculty at the College.

C. Your Obligations

It is important that you understand your terms of work. You will receive a copy of the Collective Agreement from the Human Resources Department.

You should have access to your area's policy manual. Check with your area Coordinator and Steward about:

- Your area's normal procedures regarding course outlines, student evaluation, and examinations
- Scheduling office hours
- Notifying coordinators (and possibly staff) if you are ill or late
- Examination period
- Scheduling of office hours
- Scheduling of your professional development activities
- Attending meetings
- Scheduling of your area's activities shared among, or assigned to, faculty