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## **Article 1      PRELIMINARY**

### **1.1      General Purpose**

The Employer and the Union agree that the purpose of this agreement is to set forth and define the terms and conditions of employment, to provide a procedure for the prompt handling and settlement of differences which may arise between the Employees and the Agency, and to provide an orderly procedure for Employees to participate through their Union representative in collective bargaining.

### **1.2      Term of Agreement**

- 1) This Agreement is binding on the respective Parties from **April 1st, 1998** to and including **March 31st, 2001** and thereafter from year to year unless written notice of intent to amend or terminate is given by either Party to the other Party any time within four (4) months prior to the expiration of the Agreement. During such period of negotiations, this Agreement shall remain in full force and effect until:
  - a) the Union commences a lawful strike; or
  - b) the Agency commences a lawful lockout; or
  - c) the Parties enter into a new or amended Agreement, whichever occurs soonest.
- 2) Where a notice is not given by either Party ninety (90) days or more prior to the expiry of the Agreement, both Parties shall be deemed to have given notice ninety (90) days prior to the expiry.
- 3) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Agency shall be given by the President of the Open Learning Agency.

### **1.3      Commencement of Bargaining**

Where a Party to this Agreement has given notice under this Article, the Parties shall within **fourteen (14) calendar** days after the notice was given, commence collective bargaining.

### **1.4      Change in Agreement**

Any alteration or amendment deemed necessary to this Agreement may be made by mutual agreement at any time during the life of this Agreement.

### **1.5      Legislation - Effect of Changes**

It is agreed that if any provision of this Agreement is, or shall, at any time, be contrary to the law, then such provision shall not be applicable. The Parties shall meet to consult on appropriate action to be taken including, if necessary, negotiations. All other provisions of the Collective Agreement shall remain in full force and effect.

### **1.6      Precedence of Agreement**

If there is any conflict between the written terms of this Agreement and the written rules and regulations of the Employer, the written terms of this Agreement shall take precedence.

## **1.7 Definitions for the purposes of this Agreement**

### **1) Agreement**

Means the current contract between the Parties including the appendices, and any alterations or amendments.

### **2) Bargaining Unit**

Means all Employees covered by the certificate of bargaining issued by the Labour Relations Board.

### **3) Business Day**

**Means Monday through Friday**

### **4) Course Development Work**

**Means the writing, revising, or reviewing courses and other instructional materials or providing content expertise.**

**a) Maintenance or Minor Course Revision – means new or revised assignment files and/or answer keys, new or revised exams and/or answer keys, general editing of course material, the revision of a course to update a new edition of a text already used in the course or a change in a minor learning resource.**

**b) Major Course Revision or New Course Development- means the introduction of a new core text or other core learning resource, the change in the pedagogical methodology of a course or the development of a new course.**

### **5) Employee**

Employee shall mean faculty who are covered by this Collective Agreement and are members of this bargaining unit. Members of FAOLA are members of the OLA Faculty.

**a) Regular Employee: An Employee who has an appointment that runs continuously and extends beyond a year or an Employee who has an appointment with a fixed completion date and which recurs within the next twelve (12) months from the end date of the previous appointment per the provisions of b) iii) below.**

**b) Temporary Employee: An Employee who is appointed to:**

**i) cover an emergency, or;**

**ii) cover temporary leaves of absence of Regular Employees, or;**

**iii) cover a particular assignment with a fixed completion date and that assignment does not recur in the next twelve (12) months from the end date of the last appointment. If, however, an appointment does**

recur within the next twelve (12) months from the end date of the last appointment, the Employee shall be regularized effective the start date of the subsequent appointment.

c) **Substitute Employee:** A current Employee who assumes responsibility for an absent Employee's workload or a portion of that workload during a period of leave. A Substitute Employee's status shall not change as a result of the additional assignment

6) **Employer**

The Agency as defined under the Open Learning Agency Act.

7) **Faculty**

Because of its unique mandate and instructional methods, teaching and learning at the Open Learning Agency is a shared responsibility among staff who are accountable for the origination, development, delivery, management and evaluation of programs and courses through the Open College and Open University and related services.

**1.7 Definitions for the purposes of this Agreement (cont.'d)**

8) **Intake Period**

**January 1 to February 28 (or 29)**

**March 1 to April 30**

**May 1 to June 30**

**July 1 to August 31**

**September 1 to October 31**

**November 1 to December 31**

9) **Monthly Stipend**

**A flat monthly fee payable to all Employees except Group Tutors, Clinical Tutors, Nursing Tutors and Lab Instructors.**

10) **Per Student Fee**

**A flat per student fee payable to all Employees except Group Tutors, Clinical Tutors and Lab Instructors.**

11) **Pilot Project**

**A one-time only offering for which the terms and conditions will be dealt with by the provision Article 6.5 3).**

12) **Workshop**

**A Workshop is sponsored by and held at the discretion of the Employer. It is an on-site face-to-face meeting for the purposes as outlined in Article 8.2.**

## **Article 2      UNION RECOGNITION**

### **2.1      Sole Bargaining Agent**

The Employer recognizes the Union as the sole bargaining agent for all Employees to whom the certification issued by the Labour Relations Board applies.

No Employee shall be required or permitted to make a written or verbal agreement with the Employer which conflicts with the terms of this Agreement. Any such agreement shall be null and void.

### **2.2      Maintenance of Membership**

All Employees shall pay Union dues. All Employees at the date of signing of this Agreement who are members of the Union shall, as a condition of employment, continue to be members of the Union. All new Employees shall, as a condition of employment, become members of the Union. Failure for new Employees to become a member or to give authorization for dues deductions, shall constitute cause for dismissal.

## **2.3 Union Correspondence**

The Agency agrees that a copy of any correspondence between the Agency and any Employee in the Bargaining Unit covered by this Agreement, pertaining to the interpretation or application of any clause in this Agreement with respect to the said Employee, shall be forwarded to the President of the Union or his/her designate.

## **2.4 Dues Checkoff and Initiation Fees**

- 1) In every pay period, the Employer agrees to deduct from all Employees an amount equal to the prescribed dues, initiation fees and assessments of the Union.
- 2) The Union shall advise the Employer in writing of all initiation fees, dues and assessments required by the Union.
- 3) All Union Dues and initiation fees or assessments so deducted shall be remitted by the Employer to the Treasurer of the Union within twenty-eight (28) **calendar** days after the date when the deductions were made. Although the Employer has twenty-eight (28) **calendar** days to provide such payment, the Employer will attempt to maintain the current situation of providing payment within fourteen (14) calendar days of the deduction.
- 4) The monies shall be remitted together with a list of the names of the Employees from whom such deductions were made, and the amount of the deduction made on behalf of each Employee. In addition, the Employer will provide a list of new Employees hired as well as persons who since the last list ceased to be Employees.
- 5) The Employer has no financial responsibility for the fees, dues or assessments of an Employee, unless the Employer owes the Employee sufficient unpaid wages to pay the fees, dues or assessments assigned.

## **2.5 Union Representation**

### **1) General**

The Employer agrees to recognize elected and appointed members authorized to act on behalf of the Union.

### **2) Negotiation Meetings**

Employees, scheduled to attend negotiation meetings with the Employer, may, if necessary to avoid a conflict of times, alter their office hours for the days that these meetings occur. The total payment to the Union for Employee representatives attending negotiation meetings with the Employer shall be as per Appendix A (Tutor Wage Schedule).

### **3) Appointment of Stewards**

The Union agrees to advise the Employer in writing of the names of the Stewards and changes as they occur.

## **2.5 Union Representation (cont.'d)**

### **4) CIEA Representative**

The Employer agrees to recognize representatives of College Institute Educators' Association, who may be requested by the Union to assist in the negotiation and settlement of any differences, or any other issue which may arise between the Parties. It is agreed that the Union will give the Employer prior notice when a CIEA Representative will be in attendance at a meeting.

## **2.6 Union Leaves - Release Time for CIEA Business**

A Union member selected for a full-time position in the College Institute Educators' Association of B.C. or any successor organization to CIEA shall be granted a leave of absence without pay subject to the following conditions:

- 1) The Employee must have completed his/her probationary period and must be a Regular Employee.
- 2) An Employee on such a leave shall continue to receive any benefits as set out in this Agreement that they were receiving at the time of the commencement of the leave. CIEA shall on a monthly basis reimburse the Employer for the full amount of the Employee's benefits.
- 3) The Union shall make a written request to the Employer at least three (3) months prior to the date of such leave.
- 4) The maximum number of Employees that may be simultaneously off under this type of leave is two (2).
- 5) The maximum total time that an Employee may be away for any reason including extensions is three (3) years.
- 6) During the period of such leaves, the Employee will accumulate seniority, as set out in Article 6.1 1) of this Agreement, except for the calculation of severance pay.
- 7) When an Employee returns to work following such leave, the Employee will be placed into the assignment(s) he/she held prior to the commencement of the leave provided such assignment(s) is (are) active.

## **2.7 Access to Facilities**

The Employer will not unreasonably deny a request from the FAOLA President for occasional use of meeting rooms at the Agency offices.

The use of facilities (i.e. photocopying equipment and fax equipment) by FAOLA will be reviewed and approved on an annual basis by the Agency.

## **Article 3      UNION SECURITY**

### **3.1      Other Employees Performing Tutoring Duties**

Program Supervisors may perform tutoring duties in situations of emergency relief and new course implementation. Workplace Training Consultants will not perform tutoring duties. No other non-bargaining unit Employees shall perform tutoring duties.

### **3.2      Contracting Out**

- 1) The Agency agrees not to contract out any work presently performed by Employees covered by this Agreement which would result in the cancellation of a course or reduction of students who have been assigned to the Tutor.
- 2) **The Agency agrees to provide, upon request of the Union, copies of all Course Development contracts issued externally to the Bargaining Unit President and to discuss the contracts that are of concern to the Union. The Parties recognize the obligations of the Employer under Freedom of Information and Protection of Privacy legislation and agree that the Agency will protect the confidentiality of all private information in these contracts.**

### **3.3      Successor Rights and Obligations**

The Parties agree that Section 35 of the Labour Relations Code shall be observed with regard to Successor Rights and Obligations.

### **3.4      Labour Disputes**

- 1) During the period of this Agreement, the Union will not cause or condone **the action of** its members to participate in any job action, nor will the Employer lock out the Employees.
- 2) The Employer agrees that in the event of a legal strike amongst the Employees **due to** a concern with which the Employer is doing business, **the Employer** will not ask, require, or in any way force or compel members of the Union to cross any legally established picket line(s). Employees who choose not to cross such picket line(s) shall be considered to be absent without pay. The decision not to cross such a picket line encountered in carrying out the Agency's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

### **3.5      No Discrimination against Those Doing Union Work**

The Employer and the Union agree that neither will discriminate against any person(s), who are authorized to act on behalf of the Union, for carrying out duties proper to these positions.

## **Article 4      MANAGEMENT RIGHTS**

#### **4.1 Management Rights**

Subject to the provisions of this Agreement, all rights, powers and authority are retained solely and exclusively by the Agency and remain without limitation within the rights of management.

#### **4.2 Fairness Clause**

The Employer shall treat all Employees in a fair and equitable manner consistent with the terms of this Agreement.

## **Article 5 GRIEVANCE PROCEDURE AND ARBITRATION**

### **5.1 Purpose**

The purpose of this Article is to establish an expeditious procedure for discussion, processing and settlement of grievances.

### **5.2 Definition of Grievance**

**A grievance is defined as** any difference arising between the Parties bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof including any question as to whether any matter is grievable or arbitrable.

### **5.3 Remuneration for Grievance Meetings**

The Stewards shall be compensated for attending pre-approved meetings or teleconferences involving the Employer, the purpose of which is the adjustment of grievances. The total maximum amount paid to the Union for this purpose in any one (1) year shall be as per Appendix A (Tutor Wage Schedule).

### **5.4 Grievance Procedure**

- 1) The procedure for resolving a grievance follows the steps below. Grievances shall be resolved without a work stoppage and without delay.

#### **Step 1**

An Employee who believes that he/she has a grievance shall informally discuss the grievance with his/her supervisor within thirty (30) calendar days following the occurrence of the subject matter of the grievance, or within thirty (30) calendar days of the Employee having a reasonable opportunity to become aware of the occurrence, whichever is later. Every effort shall be made by the Employee and his/her supervisor to informally settle the grievance through forthright discussion. The Employee, upon request, has the right to have a Steward involved in the discussion. A decision shall be rendered by the Employer to the Employee and to the Steward, if involved in the discussion, within ten (10) **business** days of the initial discussion.

Step 1 shall not apply to group, Union or policy grievances initiated by the Parties to this Agreement. These grievances shall commence at Step 3 and must be submitted in writing on the proper form by one Party to the other Party within thirty (30) calendar days of the occurrence of the subject matter of the grievance, or within thirty (30) calendar days of when either Party has had a reasonable opportunity to become aware of the occurrence, whichever is the later.

#### **Step 2**

If no informal settlement is reached, the grievance shall be written on the proper form and presented by a Steward to the Director of the program area, or his/her designate within ten (10) **business** days. The form shall record the nature of the grievance, the date and circumstances from which it arose, and the remedy requested. The Director of the program area or his/her designate will then investigate the grievance and render a written decision to the Union within ten (10) **business** days of receipt of the grievance.

## 5.4 Grievance Procedure (cont.'d)

### Step 3

If no settlement is reached, a meeting/teleconference shall be convened between the grievor, the Steward, and the Director, Human Resources or his/her designate within ten (10) **business** days after the response from the Director of the program area or his/her designate. A CIEA Representative may attend or monitor the meeting/teleconference when requested. A written decision shall be rendered to the Union within ten (10) **business** days.

#### 2) Notice

If the grievance is not settled at the Step 3 level, then either Party may notify the other in writing of its intention to refer the grievance to arbitration, within twenty (20) **business** days of the Step 3 written response.

#### 3) Abandonment of Grievance

If either Party does not present a grievance to the next higher level within the time limit stipulated herein, the grievance will be deemed to have been abandoned. The Parties may mutually agree to alter any time limits set out in this grievance procedure.

## 5.5 Suspension and Discharge Grievance Resolution

- 1) If resolution is not reached at Step 3, either the Agency or the Union may elect to resolve a grievance respecting the suspension or discharge of an Employee **or a grievance relating to Course Development work** through the process outlined herein as an alternative to the process established in Article 5.6.
- 2) **The referring Party shall provide notice of the referral to the other Party within thirty (30) calendar days of completion of the grievance procedure. Within ten (10) business days of receipt of notice, the Parties shall select an Expedited Arbitrator.**
- 3) **The Agency and the Union will submit to the Expedited Arbitrator:**
  - a) **A joint statement of the issue(s) in dispute.**
  - b) **A joint statement of agreed facts.**
  - c) **Individual statements of facts that are in dispute.**
  - d) **Individual statements of position.**
- 4) **The Expedited Arbitrator has the authority to determine his/her own procedure, subject to 5) below, including ordering pre-hearing disclosure.**
- 5) **The Expedited Arbitrator will schedule and conclude a hearing into the dispute within twenty-eight (28) calendar days of receiving notice from the Parties of his/her appointment on the matter. It is understood that the actual number of hearing days will not exceed three (3) days unless otherwise agreed by the Parties or as directed by the Expedited Arbitrator.**

- 6) **The Expedited Arbitrator will issue a binding decision within fifteen (15) calendar days of the conclusion of the hearing.**

## **5.5 Suspension and Discharge Grievance Resolution (cont.'d)**

- 7) **The Expedited Arbitrator may, at the request of either Party or at his/her own discretion, act as a mediator in advance of the hearing provided that such action does not alter the timelines established in this Article.**
- 8) **The decision of the Expedited Arbitrator is final and binding on the Parties except as provided in Section 99 (1) of the Labour Relations Code.**
- 9) **Each Party will be responsible for its own cost except that the cost of the Expedited Arbitrator shall be equally shared by the Parties.**

## **5.6 Arbitration**

If a dispute is referred to arbitration, the Parties will select a single arbitrator to hear the grievance. For the term of this Agreement, the Parties agree to select an arbitrator from the following list:

Stephen Kelleher  
Tony Hickling  
Bob Blasina  
Joan Gordon

Should the Parties fail to select an arbitrator from the above list within five (5) **business** days of the grievance being referred to arbitration, then each Party within a further five (5) **business** days will select a name from the list and the final name will be determined by chance.

Each Party shall pay its own expenses and costs of arbitration, and one-half of the compensation and expenses of the Arbitrator.

The decision of the Arbitrator will be final and binding on the Parties. The Arbitrator is not vested with the power to change, modify or alter this Agreement in any of its parts. The Arbitrator may however interpret the provisions of this Agreement and has the power to relieve against technical irregularities including time limits and to render a decision according to equitable principles and the justice of the case.

## **Article 6 SENIORITY, HIRING AND LAYOFF**

### **6.1 Seniority Defined**

- 1) Employee Seniority will be calculated on the following basis:

- a) Start Date:

The start date for Employees will be used for the purpose of calculating seniority for the following items:

- i) Vacation benefits
- ii) Student allocations

- iii) Pension Plan
- iv) Layoff
- v) **Per Student Fee**

## 6.1 Seniority Defined (cont.'d)

### b) Actual Service:

Actual service calculated as total months will be used for the following items in this Agreement:

- i) Probation
- ii) Severance
- iii) Job posting

For the purposes of calculating actual service, a portion of a month shall be considered as a full month of service.

## 2) Seniority List

A list setting out the two types of seniority shall be prepared every six (6) months and forwarded to the Union President on January 15 and July 15 of each year.

## 3) Same Seniority Date

In the event that two or more Tutors have the same start date and the same actual service, Tutor number will be used to determine sequence.

## 4) Loss of Seniority

Seniority shall be lost if an Employee:

- a) voluntarily leaves the employ of the Agency;
- b) is discharged for just cause by the Agency;
- c) except for reasons of geographic location refuses a course appointment which he/she has previously taught and is at the time teaching no other course and is not on an approved leave of absence;
- d) is laid off for a period in excess of one (1) year from the end date of their appointment;
- e) while on lay-off fails to confirm an offer of appointment within five (5) **business** days of such an offer being made;
- f) receives severance pay; or
- g) is a non-regular Employee whose appointment is completed.

5) **Retention of Seniority**

**Seniority will be retained but not accrued when on General Unpaid Leave (Article 10.8) or Political Leave (Article 10.9)**

## **6.2 Job Postings and Vacancies**

### **1) Renewal of Existing Courses**

Should the Employer decide to continue an existing course, Employees whose current assignments include the course will have right of first refusal to tutor the course again. Should all Employees currently tutoring the course refuse the opportunity to tutor it again, then the assignment will be advertised as a vacancy and will comply with the procedure as set out in 3) below.

### **2) New Courses**

New courses will be advertised as set out in 3) below. The order of preference for tutoring the course from among qualified applicants will be as follows:

- a) Existing Employees. If more than one existing Employee is qualified for the position, then the Employee with the greatest seniority will be offered the assignment.
- b) Qualified applicants from outside the bargaining unit.

### **3) Job Postings**

#### **a) Employer Obligation**

The Employer will provide a list of available courses via a voice mail system at phone number 431-3005. Assignments will be advertised at least twelve (12) hours a day from 8:00 a.m. to 8:00 p.m. for a minimum period of fourteen (14) calendar days.

#### **b) Employee Obligation**

Employees wishing to apply for an available course assignment will make their wishes known through the voice mail system and will also provide a letter to the Human Resources Department.

#### **c) Notification to Union**

A copy of the assignments being advertised, a list of internal applicants and, in the case of Selection Advisory Committees, the name of the Union-appointed Tutor, will be forwarded to the Union President within one (1) week of the closing of the job posting.

#### **d) Posting Description**

All advertisements on the voice mail system shall indicate:

- Brief Description of the Course
- Course Commencement Date
- Qualifications Required of the Applicant
- Remuneration for Providing Instruction
- Length of Assignment

Approximate Number of Students  
Other Pertinent Information  
Deadlines for Applications

## 6.2 Job Postings and Vacancies (cont.'d)

### e) Employee Preferences

Employees will be provided with an opportunity on an annual basis to indicate the course(s) they desire to instruct as well as the subject area for which they wish to be considered should a new course assignment become available. Should a course become available, the Employer shall inform the Employee of the advertisement in a manner supplementary to the voice mail system.

Employees may at any time update the survey described above. However, this update must be submitted at least one (1) month in advance of a course becoming available before the Employer is obligated to inform the Employee in a supplementary manner.

**Employees will also be provided with an opportunity on an annual basis to indicate their interest in being assigned Course Development work, should Course Development work become available. The Employee will provide the Employer with a written statement indicating the subject areas, and the type of Course Development work in which the Employee is interested. The Employee is encouraged to attach an updated resume to their Expression of Interest.**

**Upon the Agency's receipt of the above information, the Employee will be placed within the pool of candidates for Course Development work. The Agency may request samples of the Employee's work.**

### f) Waiver of Time Limits for Informing Employees

The Parties recognize that in exceptional circumstances the Employer may wish to introduce a new course within an advertising time period so brief that the course could not be offered if the process above were observed. The advertising time periods may be waived by mutual agreement with the Union President or Designate on a case to case basis; in each case, however, the Employer undertakes to inform by phone or registered letter bargaining unit members within the subject area.

## 6.3 Selection Procedure

### 1) Selection Advisory Committee

A Selection Advisory Committee comprised of three (3) members - a Tutor who is appointed by the Union, a Senior Tutor or Program Supervisor in the program area, and one member appointed by the Employer - will be established to recommend to the appropriate **Dean or designate** on the appointment of Tutors to new courses or on the appointment of new Tutors. The **Dean or designate** may choose to observe this procedure for the appointment of Tutors under conditions other than those described **herein**.

The Tutor appointed by the Union shall be drawn from a list of subject area eligible Tutors prepared by FAOLA and provided to the Human Resources Department. The Union may revise such list quarterly throughout the calendar year.

The President of FAOLA may appoint a Tutor, other than the Tutor appointed in **this Article**, within three (3) **business** days of receipt of the communication **issued pursuant to Article 6.2 3) c).**

## 2) **Alternative Process**

In those instances where a Selection Advisory Committee is not required, the **Dean or designate** will advise the President of FAOLA of the name of the successful applicant within seven (7) **calendar** days of the selection decision. In addition, the **Dean or designate** will indicate if the successful applicant was chosen for one of the following reasons:

- a) they previously have taught the course; or
- b) they are the most senior qualified internal candidate; or
- c) other explanation.

## 6.3 **Selection Procedure (cont.'d)**

### 3) **Waiver of Selection Committee**

In cases where the TAP formula applies, there will be no Selection Committee and no reasons.

### 4) **Application Review**

The process for reviewing applications will be determined by the **Dean or designate**.

### 5) **Selection Protocol**

Selection Advisory Committees will be provided with direction on the conduct of their interview, the use of various interview tools, copies of resumes and any additional information pertinent to the conduct of the interview and an effective **Selection** Advisory Committee. Tutors participating in such committees will be provided paid time, as stipulated in Article 17.2, for any committee work preceding and following the actual selection interview. All such committee time or work must be approved in advance by the **Dean or designate**.

## 6.4 **Layoff and Severance Payment**

### 1) **Layoff Defined**

Layoff is defined as the cancellation of a course that is tutored by a Regular Employee, provided that he/she is not tutoring nor scheduled to tutor any other course at the Agency.

When a layoff occurs where there are multiple Lab Instructors or Clinical Tutors in a setting instructing students, then seniority will be the basis for determining the order of Tutors to be laid off.

2) **Notice of layoff**

Regular Employees who are to have their courses cancelled and who have successfully completed their probationary period shall receive one (1) month's notice, or four (4) weeks' pay (as determined by the formula below) in lieu of notice.

All notices shall be in writing with a copy to be sent to the Union President stating the date of the notice and the date on which the layoff is to occur.

3) **Layoff Options**

Upon receipt of the afore-mentioned notice, an Employee will within five (5) **business** days notify the Agency in writing whether he/she wishes to receive severance payment or to be placed on a recall list for a maximum period of one (1) year.

4) **Severance Payment**

Severance payment will be calculated as follows: one (1) week's pay per each six (6) months of completed service to a maximum of twenty-four (24) weeks' pay. A week's pay is calculated by the formula below.

**6.4 Layoff and Severance Payment (cont.'d)**

5) **Formula for Determining Weekly Pay**

Weekly pay will be determined as follows: the Employee's gross annual income as a Tutor for the previous year will be divided by 52 and rounded to the nearest dollar.

6) **Process for the Calculation of Severance**

The Parties agree that for the purpose of layoff notice and severance calculation the following will apply:

Notice date means the date that the Agency cancelled the last course, which equates to the date that the Agency stops registering students for the course.

a) **Courses where there are no continuing students**

i) Layoff notice will be served one (1) month prior to the last day of employment.

ii) Severance payment will be calculated from the last day of employment.

b) **Courses where there are continuing students**



## 6.4 Layoff and Severance Payment (cont.'d)

### 7) Recall

If an Employee elects to be placed on a recall list for a period of one (1) year, he/she will be offered new courses that occur for which he/she is qualified and capable of tutoring. As per Article 6.1 4), if the Employee refuses the offer, he/she will not receive severance payment.

If while on the recall list, the Employee is not offered a new course for which he/she is qualified and capable of tutoring, then at the end of the one (1) year period, he/she will receive severance payment.

Employees on the recall list will not continue to accumulate seniority but will maintain the seniority they achieved as of the time that they were placed on the recall list.

## 6.5 Job Descriptions, Classifications and New Duties

- 1) Where a new job classification is created during the term of this Agreement, the Parties will meet to attempt to reach agreement on the appropriate terms and conditions for the position. The deliberations of the two Parties will not result in the delay or cancellation of any course to be carried out by the new classification.

Where these discussions fail, either Party may refer the matter to arbitration as set out in Article 5.6 within twenty (20) **business** days of the impasse. This shall not preclude the Employer from proceeding with the classification while the arbitration process is underway; however, decisions of the arbitrator shall apply retroactively to the date of employment in the new job classification.

- 2) In accordance with Article 2.1, the Agency shall give as much notice as possible, but not less than thirty (30) calendar days to the Union of new duties to be assigned to Employees during the term of this Agreement. In emergency circumstances, the notice period may be waived by mutual agreement. The notice shall include a description of the duties to be performed and any specific qualifications required by the Agency. The Parties will meet to attempt to reach agreement on the appropriate terms and conditions including the rate of pay for the duties. The negotiations of the two Parties will not result in the delay of the performance of these duties.

If the Parties do not reach agreement within thirty (30) calendar days of the notice above, either Party may refer the matter to arbitration as set out in Article 5.6. The agreement of the Parties, or the decision of the arbitrator shall apply retroactively to the commencement of the new duties.

- 3) When the Agency introduces a new course **or a pilot project** during the terms of this Agreement, the Parties will meet to attempt to reach agreement on the terms and conditions, including the rate of pay. The Agency shall provide the Union with notice of the introductions of a new course or pilot project sixty (60) **calendar** days prior to the commencement of the course **or pilot project**.

Notice shall provide the relevant information to be considered in determining the fee. In the case of a new course, the information shall include the course title, course

description, qualifications required, the number of credits and the number of assignments. **In the case of a pilot project, the information shall include the title of the project, a description of the purpose and duties of the project, qualifications required, length of the project, and any other relevant information.**

## **6.5 Job Descriptions, Classifications and New Duties (cont.'d)**

If the Parties do not reach agreement within thirty (30) **calendar** days of the notice above, either Party may refer the matter to arbitration as set out in Article 5.6. The agreement of the Parties or the decision of the arbitrator shall apply retroactively to the commencement of the new course **or pilot project**

## **6.6 Probationary Period**

Employees shall be regarded as probationary for the first six (6) months of actual service and during this period Employees will acquire no seniority and may be released at the Employer's discretion. Following successful completion of the probationary period, the Employee will be credited with seniority to the commencement of the probationary period as set out in Article 6.1.

**A non-continuous employee (eg. Group Tutor, Nursing Tutor, Clinical Tutor or Lab Instructor) who is assigned Course Development work during his/her probationary period shall earn "Actual Service" seniority for Course Development assignments. However, the "Actual Service" seniority credited for the Course Development work shall not be applied to the completion of his/her probationary period. Only time worked performing tutoring duties shall be calculated toward the completion of the probationary period.**

## **6.7 Registry of Laid Off Employees**

### **1) Electronic Posting of Available Positions**

**On behalf of the Post-Secondary system, the PSEA maintains a system-wide electronic Registry of job postings and the necessary supporting database.**

- a) The Agency is encouraged to use the Registry for the posting of all available positions.**
- b) The Agency will post on the Registry all employment opportunities that are longer than three months in duration and are available to applicants beyond those employed by the Agency by completing the PSEA Electronic Posting of Available Positions Form.**
- c) Postings will be removed from the Registry and archived to the database one week after the closing by the institution that entered the posting.**
- d) Employers may elect to include job postings of positions from institutions not covered by this Agreement.**

**All Employees covered by this Agreement may access the electronic registry of job postings for purposes of review.**

- e) Unions, Employers and eligible Employees have the right to access the information on the Registry.**

### **2) Electronic Registry of Eligible Employees (Registrants)**

- a) **Agency Employees are eligible for listing on the Registry if they are Employees who have received notice of layoff or have been laid off and are Regular Employees with one calendar year of service.**
  - b) **Length of Listing: An Agency Employee listed on the Registry may continue to be listed until the earlier of:**
    - i) **recall to equivalent employment at the Agency**
- 5) **obtaining equivalent employment as a result of being listed on the Registry**
- 6) **the expiration of the Employee's recall rights or two (2) years from the date of registration, whichever is later.**

## **6.7 Registry of Laid Off Employees (cont.d)**

### **c) Implementation**

- i) An Employee applies for listing through the Human Resources Department by completing the PSEA Registry of Eligible Employees Form.**
- ii) The Agency will immediately forward the completed form to the PSEA who will list eligible employees on the Registry.**
- iii) A registrant is responsible to ensure that the information on the Registry is current and to notify immediately the Agency and FAOLA if he/she is no longer available for employment through the Registry.**

### **d) Employees Not Eligible**

**Employees are not eligible for listing on the Registry if they have:**

- i) had their employment terminated for just and reasonable cause; or**
- ii) accepted early retirement; or**
- iii) voluntarily resigned their employment; or**
- iv) has reached normal retirement age under the College Pension Plan.**

## **3) Applying for Available Positions**

- a) It is the responsibility of Employees listed on the Registry to inquire about and apply for work as listed on the Electronic Posting of Available Positions.**
- b) Employees applying for a posted position in the manner prescribed by the posting institution must tell the institution at the time of application that s/he is a registrant on the Registry.**

## **4) Rights for Registrants**

### **a) Entitlement for Interview**

**Registrants applying for job postings at institutions who meet the hiring criteria as set by the Selection Committee at the hiring institution will be short-listed and will be interviewed. In the event that more than five (5) qualified registrants apply, the institution shall interview the five (5) most qualified registrants.**

**The application of this language is subject to the provisions of the collective agreement in effect at the receiving institution.**

## **6.7 Registry of Laid Off Employees (cont.'d)**

### **b) Entitlements for Successful Applicants**

- i) Orientation/Training:** A registrant who accepts an offer of available work shall be entitled to a reasonable amount of orientation and/or training.
- ii) Benefits:** Registrants who are eligible for health and welfare benefits at the hiring institution shall have the waiting period(s) waived subject to carrier provisions.
- iii) Seniority:** All registrants who accept an offer of available work will have their seniority recognized at the new institution for all purposes other than severance accrual for subsequent layoffs provided the two local Unions involved have communicated to the Agency that a reciprocal seniority arrangement has been agreed to.
- iv) Relocation Costs for Registrants:** Relocation costs for successful applicants who change residence as a result of the hiring that are supported by proper proof of expenditures within ninety (90) days of commencing employment, will be paid by the hiring institution in accordance with its relocation policies and practices for the position for which the registrant was hired. If funding is available, the costs will be reimbursed to the hiring institution from the Labour Adjustment Fund.
- v) Recall and Repayment:** An Employee hired from the Registry who is recalled by an institution and returns to work at that institution will repay relocation costs received from the institution that hired him or her in accordance with its relocation policies and practices for the position for which the registrant was hired.

## **6.8 Course Development Work Assignments**

### **1) Process for Assignment of Course Development Work**

#### **a) New Course Development or Major Revision**

- i)** The Agency will publish a website linked with the OLA intranet that will outline new course development and major revision priorities and status reports. Employees may, at any time, submit an up-to-date Expression of Interest and/or resume.
- ii)** Criteria for the Assignment of Major Revision or New Course Development Work

When the Agency makes a selection for Course Development work, the following criteria will be used in each instance:

- Qualifications including educational and/or professional system requirements (eg. holds relevant credentials)
  - Knowledge and/or content expertise
  - Relevant skills and abilities (eg. development and delivery of distance education courses, writing, instructional, adult education, technology)
- iii) The Employer's designate will consult with a Course Planning team, which will include an employee tutoring in the subject area, to determine the human resource requirements to fulfill the needs of the Course Development plan based on the criteria in ii) above. The Course Planning team will specify the criteria for a specific course development project in the Course Plan.
- iv) The Agency will forward written notification of the Course Development work assignment details to those who have submitted an Expression of Interest in work related to the course under development or revision. This notification will include a brief description of the work including the timelines, the specific qualifications, knowledge, skills and abilities as identified in ii) above and a date by which any amendments to their resume must be sent to the Agency. This notification shall also advise them that they are in the pool of candidates being considered and shall be copied to the Union. The pool of candidates may include non-Agency people.
- v) The Employer's designate will assign the course development work consistent with the criteria set out in ii) above. Those employees who are in the pool of candidates and who are not selected will be notified that a selection has been made. The notification shall be copied to the Union.

**b) Minor Course Revision or Maintenance**

Minor Course Revision and Maintenance, other than that done by other Agency staff during the course of their work, shall first be offered to FAOLA members through the following process:

- i) **Description of Course Development Work** – All interested Employees shall be provided a brief description of the Course Development work assignment including the timelines and the specific skills and abilities required. The Union shall receive a copy of the notification.
- ii) **Single-Tutor Course** – Subject to iv) below, the work shall be offered to the employee tutoring the course.
- iii) **Multi-Tutor Course** – Subject to iv) below, the work shall be offered to one of the employees currently tutoring the course.

The Employer's designate will assign the course development work to the most qualified applicant consistent with the description set out in i) above. Those employees who are in the pool of candidates and who are not selected will be notified that a selection has been made. The Union shall receive a copy of the notification.

- iv) The Employer shall not be required to offer Course Development work to Employees if they have had an unsatisfactory written course development evaluation or if they have not completed their probationary period.
- v) **Secondary Process** - In cases where no Employee tutoring a course accepts an assignment or is eligible or available for an assignment, the Employer's designate shall forward written notification of the Course Development work assignment details to those who have submitted an Expression of Interest in work related to the course being revised. This notification will include a brief description of the work including the timelines, the specific qualifications, knowledge, skills and abilities and shall be copied to the Union. This notification shall also advise them that they are in the pool of candidates being considered. The pool of candidates may include non-Agency people.

The Employer's designate will assign the course development work to the most qualified candidate consistent with the description set out in i) above. Those Employees who are in the pool of candidates and who are not selected will be notified that a selection has been made. The Union shall receive a copy of the notification.

**c) Format**

Format requirements for Course Development work will be consistent with the standard software installed by the Agency on Tutor workstations.

**3) Decisions Regarding Course Development Assignments**

- a) Unsuccessful candidates may request written reasons for the assignment decision. Such requests shall be made in writing to the Employer's designate within fourteen (14) calendar days of receiving notification that a selection has been made.
- b) The Employer's designate shall provide written rationale for the assignment decision, with a copy to the Union, within fourteen (14) calendar days of receiving a written request for reasons.
- c) Employees who disagree with the Course Development assignment decision, after receiving written reasons pursuant to b) above, may grieve the assignment according to the grievance procedure outlined in Article 5.

**Article 7 EVALUATION**

**7.1 Evaluation**

It is agreed that a Tutor evaluation process is required to ensure a high standard of professionalism by assessing competence and to help a Tutor improve job skills and effectiveness.

**7.2 Criteria For Evaluation**

The criteria and process will be fair, and equitably applied.

The process and criteria will be consistent with the Agency performance management system.

### **7.3 Timing of Evaluation**

The frequency of evaluations will ensure that the highest standards of performance are being maintained, and will be guided by the following:

- 1) all new Employees will be evaluated once in their first year of employment;
- 2) in subsequent years, data and information on each Tutor's performance will continue to be collected by methods determined by the system of evaluation for Tutors; and
- 3) each Tutor will receive a report on his/her performance every two (2) years, or more often if a serious problem with the Employee's performance has been identified. If an Employee is not evaluated in the time period specified his/her performance will be deemed satisfactory.

### **7.4 Responsibility for Evaluation**

Evaluation of Employees is a right and responsibility of the Employer, including the writing of a performance appraisal.

### **7.5 Input to Evaluation**

The process will be based on sound evaluative practice, including (where applicable) collected data and opinions of sufficient quality and quantity.

Materials regarding a Tutor's performance may be collected from students, other Tutors (including the Senior Tutor), other Agency Employees with whom the Tutor interacts and any other sources requested by the Tutor.

Anonymous material other than written student questionnaires is inadmissible for evaluation purposes.

### **7.6 Challenging the Evaluation**

The process will include procedures and timelines which will reasonably allow a Tutor to review his/her file, and be able to provide written challenges to any of the material collected for the purposes of evaluation, and to add other pertinent materials.

The process will include an appeal process.

The formulation and implementation of remedial plans as deemed necessary by the Supervisor will be undertaken by a committee which will include a peer representative as selected by agreement between the Supervisor and the Employee. The Employee must be given an appropriate time to adjust performance according to the remedial plan before any discipline is imposed.

### **7.7 Evaluation of Course Development Work**

**In cases where the Employer assigns Course Development work to a Tutor, the following shall apply:**

- 1) **The Employer will provide a written description of the Course Development work assignment and the Agency's expectations for its completion.**
- 2) **The Employer may provide written feedback to an employee assigned Course Development work upon the completion of the work. If feedback is not provided within 30 calendar days, it will be assumed that the Course Development work met the expectations of the Agency. The normal interaction that occurs between the Employee and the Course Development team and/or supervisor in the completion of the deliverables is not considered "feedback" for the purposes of this agreement. This interaction, however, may form part of the Employer's or Employee's written feedback upon the completion of the work.**
- 3) **Prior to provision of any written feedback, the supervisor shall discuss the feedback with the Employee. All feedback shall be based on sound evaluative practices and will contain evidence of any concerns addressed. The written feedback will reflect the Employee's performance regarding the clearly articulated expectations outlined per 1) above, and will indicate whether the assignment was satisfactory or unsatisfactory. This written feedback shall be given to the Employee and the Employer will maintain a copy. The Employee may respond in writing to the feedback. A copy of the feedback and the Employee's response will not be placed on the Employee's personnel file. The written feedback may form the basis of the biennial review per 4) below.**
- 4) **Each Employee assigned Course Development work will receive an evaluation of his/her performance with respect to that work every two (2) years. This evaluation may be completed more often if a serious problem with the Employee's performance has been identified. If an Employee is not evaluated in the time period specified, his/her performance will be deemed satisfactory. This evaluation shall form part of the Employee's personnel file.**
- 5) **All material related to Course Development work evaluation and feedback that is placed on an Employee's personnel file is subject to appeal through the grievance procedure.**
- 6) **The Parties agree that the Agency is not responsible to train, familiarize or develop remedial plans (per Article 7.6) for Employees with respect to Course Development work.**

## **Article 8      WORKLOAD**

### **8.1      General**

It is understood that Tutors will attempt to contact each student shortly after each student registers. It is also understood that Tutors will attempt to contact students who have not submitted course assignments for some time to help the students progress in the course.

### **8.2      Workshop**

Workshops are intended to be an opportunity to enable in-person participation for the purpose of enhancing communication and providing professional development.

Employees are expected to attend and participate in Workshops. Compensation shall be as per Appendix A (Tutor Wage Schedule).

Travel expenses shall be reimbursed per the provisions of Appendix B (Tutor Expense Schedule).

### **8.3      Office Hours for Tutors**

Tutors will make themselves regularly available for student contact. Office hours represent times specified by the Tutor, whereby a student is guaranteed of direct access to the Tutor; this Article does not preclude Tutors and students from initiating contact with one another at other times.

Unless it can be demonstrated that their students will suffer substantially, Tutors have the right to change the days, and times of the day, for office hours. The Tutor must provide the Employer with at least one (1) month's notice prior to such change.

Unless expanding enrollments warrant, changes in office hours will be limited in frequency to a maximum of two (2) per year unless otherwise agreed to by the Employer. The Employer will be responsible to inform students of the change.

For an emergency situation only, the Tutor may use an answering machine, and shall attempt when reasonable to arrange contact within the next twenty-four (24) hours.

#### **1)      Office Hours for Telephone (Individual) Tutors**

Office hours shall be as follows:

Number of Students per Intake	Min. No. of Office Hours/Week
<b>1 to 10</b>	<b>2 hours per week</b>
<b>11 to 20</b>	<b>2.5 hours per week</b>
<b>21 to 30</b>	<b>3 hours per week</b>
<b>31 to 40</b>	<b>3.5 hours per week</b>
<b>41 to 50</b>	<b>4 hours per week</b>
<b>Over 50</b>	<b>5 hours per week</b>

### 8.3 Office Hours for Tutors (cont.'d)

Office hours must fall between the hours of 6 a.m. and 11 p.m. Office hours must occur on at least two, non-consecutive days per week. Minimum duration of office hours will be one (1) hour. **Tutors are encouraged but not required to offer some time in the a.m. hours and some time in the p.m. hours to ensure accessibility to students.**

The number of students per intake in the above chart shall be determined as follows:

Every three (3) intake periods the Employer and/or the Employee may review the average number of students brought into the course(s) for the last three (3) intakes to determine if the Tutor's office hours require adjustment per the above chart.

In the case of new courses, the numbers will be set by the enrollment in the first intake. However, each intake may be monitored for the first three (3) intake periods and the average will be used to determine if an immediate adjustment needs to occur.

The Employee and the Employer may mutually agree on an individual basis that the time requirements as set out above can be waived.

#### 2) Office Hours for Face to Face (Group) Tutors

Group Tutors must provide one office hour per week per session. Where deemed necessary by a Supervisor, Tutors will make themselves available for an additional office hour at an hourly rate as per Appendix A (Tutor Wage Schedule). Supervisors and Tutors may by mutual agreement arrange for another office hour, making a total of three (3), at the rate described above. Any additional hours beyond three (3) may be arranged at the rate described above by mutual agreement among the Tutor, the Supervisor and the Union.

#### 3) Office Hours for Other Types of Tutors

Office hours for certain types of courses may differ from the patterns above; the number of office hours shall be determined by mutual agreement between the Employee and their supervisor. Tutors of computerized courses will be available for log-on interaction on a regular basis according to a schedule of office hours set by the Tutor in consultation with the Supervisor. This Article does not preclude students and Tutors from initiating contact with each other at other times.

A letter confirming the office hours will be sent to the Union prior to the beginning of the course. Any Union disagreement with these office hours will be referred to the Labour Management Committee for review and if possible resolution provided that this does not result in the delay or cancellation of the course.

In reviewing the matter, the Labour Management Committee will take into consideration the historical pattern of office hours. Should there continue to be a dispute, either Party may notify the other in writing of its intention to refer the matter to arbitration as set out in Article 5 within twenty (20) **business** days of the Labour Management Committee meeting.

## 8.4 Tutor Allocation of Students

### 1) Telephone Tutoring

The following procedure is to be used in the determination of percentages of students assigned to a Tutor in a given course for telephone tutoring during each intake:

#### a) Establishment of Initial Tutor Allocation Percentage Levels (TAP)

Current levels of allocation will be maintained by reviewing historical allocation records for a period of one (1) year dating back from the start date of this contract. The following will be taken into account in establishing the initial TAP:

- i) These levels will exclude replacement Tutors; the students assigned to these replacements will be allocated to the Tutor(s) being replaced.
- ii) The levels will also exclude any students assigned to other Tutors in the course covering for Tutors on leave from their assignment.
- iii) In the case of a new Tutor hired within the one-year period, determination of the allocation levels for all Tutors instructing the course will begin with the first intake period of the new Tutor.

The proportion of allocation levels in a given course will be converted to a percentage (%) rounded to the nearest five percent (5%) for each Tutor.

Where a dispute arises about allocation levels, the Employer representative in consultation with the Senior Tutor and a representative of the Union will review the situation and make a determination, taking as the first principle the maintaining of the historical pattern of allocation for the one year period being examined. Should the Union feel that the Employer decision is unfair then they may grieve using the procedures of Article 5.4.

Once initial allocation levels are established, Employees must be allocated all the available students according to the current TAP formula.

#### b) Desired Tutor Allocation of Students

Existing Tutors will be provided with an opportunity to indicate a desired TAP, which may be higher or lower than the percentage currently allocated.

The desired TAP may be updated at any time by providing thirty (30) **calendar** days written notice to their Supervisor.

Requests for reductions or increases will be met as soon as possible.

New Tutors will submit a desired TAP to the nearest five percent (5%) when hired.

#### c) TAP Review

- i) If the number of **new** students per intake assigned to a Tutor on probation exceeds thirty-five (35) or if the number of **new** students per intake assigned to a Tutor who has completed his/her probationary period exceeds **a total of one hundred fifty (150) over two (2)** consecutive intakes, then the Supervisor may, at his/her discretion choose to call for a review of the situation.

#### **8.4 Tutor Allocation of Students (cont.'d)**

- ii) **The Supervisor** will consult with a committee consisting of a Senior Tutor, where applicable, a Union representative and the Tutor. Following discussions with the committee, the Supervisor may decide for demonstrable pedagogical reasons some form of monitoring or modification to the TAP formula needs to occur in the case under examination. Should the Tutor feel that the Supervisor's decision is unfair, then he/she may grieve using the procedures of Article 5.4.

#### **d) Changes for Single-Tutor Courses**

Current courses with one Tutor shall remain at status quo (i.e., 100 percent) **unless modified through the TAP Review provision of Article 8.4 1) c)**. Where, however, existing Tutors wish to reduce their TAP **or TAP is reduced through TAP Review**, the Employer will post a vacancy for the outstanding allocation percentage.

#### **e) Changes in Multi-Tutor Courses**

##### **i) Expansion**

If in a multiple-Tutor course, a Tutor leaves the employ of the Agency, remaining Tutors in the course will be canvassed (per Article 6.2) to determine if they wish to increase their desired TAP which will be adjusted as described below.

The current TAP available for reallocation to remaining Tutors in the course will be distributed as follows:

- If the current TAP available exceeds the desired TAP of the remaining Tutors, the Employer may post for an additional Tutor per Article 6.2.
- If the current TAP available equals the desired TAP of at least one of the remaining Tutors, the remaining Tutor(s) will receive their desired TAP level. The outstanding allocation percentage will go to the other Tutor(s) of the course if possible; otherwise, the Employer may post for an additional Tutor for any outstanding percentage remaining per Article 6.2
- If the current TAP available is less than the desired TAP of the remaining Tutors, the current TAP will be distributed equally among the remaining Tutors.

The Letter of Understanding Re: Initial Allocation Percentages (8.4 1) a)) sets out examples of how allocations will be done.

ii) **Reduction**

Where existing Tutors wish to reduce their TAP, the Employer undertakes to canvass current Tutors in the course to determine if they wish to increase their desired TAP before posting for more Tutors, as per Article 6.2.

## 8.4 Tutor Allocation of Students (cont.'d)

### f) **General**

The Employer will provide the Union with records of student numbers allocated by individual course to each Employee after each intake is finalized.

Tutor allocations will be conducted by the Supervisor with input from the Senior Tutor for programs in which Senior Tutors exist.

### g) **Special Matching**

Where special matching of a student's needs to a particular Tutor's expertise is required or a legitimate request has been made by a student for another Tutor, the supervisor in

consultation with the Senior Tutor may make an exceptional allocation decision to switch Tutors; in such cases, the supervisor will advise the Employees tutoring the course of the decision. Nursing Update (NURS 350) is recognized as a course that requires special matching.

### h) **Replacement of Tutors on Leave**

Where a Tutor is on leave and needs to be replaced, the Employer undertakes to use a current qualified Employee to cover the Tutor on leave. In cases where current qualified Employees are unavailable to provide coverage, then the Employer will arrange for a replacement Tutor. The **Substitute** Tutor or **Temporary** Tutor may each be identified in advance to ensure continuity of instruction.

The employment of the **Temporary** Tutor shall cease upon the return of the original Tutor. The original Tutors shall complete tutoring of those students allocated to a **Substitute Tutor** or a **Temporary** Tutor.

## 2) **Face to Face (Group) Tutors**

Where a face-to-face course section is completed and the Agency decides to offer the same course again within a one (1) year period, the Employee who previously taught the course will have the right of first refusal to teach the course again. It is understood that geographic location of the course will be an influencing factor in the selection of a Tutor for the course.

## 3) **Marking Assignments and Exams**

Telephone Tutors undertake to make a reasonable attempt to mark assignments and exams within seventy-two (72) hours of receipt exclusive of Statutory Holidays. The Parties agree that a pattern of taking more time than this to mark assignments may require corrective action.

## 8.5 **Special Education Students**

The Employer agrees that if a Special Education student requires substantial extra telephone or marking time, the Tutor shall keep track of the extra time and bill the Employer at the Special Education Student rate as per Appendix A (Tutor Wage Schedule). It is agreed that "substantial" here will be determined by mutual agreement between the Tutor and his/her Supervisor.

## **8.6 Group Tutors**

- 1) A Group Tutor provides tutorial services to a specific group of registered students taking a scheduled course, with a fixed start and end date, via various media including face to face delivery, audio, audio/visual, computer conferencing or some combination of these delivery methods. Course delivery may involve synchronous or asynchronous communication between students and between students and their Tutor.
- 2) Group Tutor rates shall be as provided in Appendix A (Tutor Wage Schedule) and represents compensation for tutorial delivery and related services including preparation, administration, invigilating exams, marking exams, reporting requirements, evaluation and office hours.
- 3) Laboratory and Clinical Tutors are excluded from this definition.
- 4) Tutors will be informed of all session dates and times at least two weeks in advance of the beginning of a course.
- 5) In the event the course has been contracted verbally or in writing with the Tutor and the course is cancelled there will be a cancellation fee as per Appendix A (Tutor Wage Schedule). This fee is in addition to (a) pro-rated salary for any work performed once the course had begun and (b) training or workshop participation.
- 6) Supervisors will not attend, listen to or monitor group meetings or student-Tutor interaction without first informing the Tutor. It is agreed that this provision will not interfere with policies and procedures developed for Tutor evaluation.
- 7) Special conditions for group delivery via computer:  
  
A per hour fee at the Computer Course Rate as per Appendix A (Tutor Wage Schedule) will be paid for additional work required for modification of a course delivered via computer technology (must be approved in advance by the Supervisor).

## **8.7 Augmented Individual Tutoring**

- 1) The Agency may request (and the Tutor may agree) to provide augmentation of individual tutoring in a current course by on-site visits or by conferencing.
- 2) Compensation is at the Augmented Individual Tutoring rate as per Appendix A (Tutor Wage Schedule). In the case that augmentation takes place at a site away from where his/her normal telephone tutoring duties occur, then a minimum of three (3) hours will be paid. Upon mutual agreement of the Supervisor and the Tutor and with prior approval of

the Supervisor, there will be a minimum of an additional one (1) hour paid for related work in support of on site visits or conferences.

- 3) Should a Substitute Tutor decline to offer this augmented service, the Agency has the right to appoint a substitute Tutor to provide the augmented service so long as the original Tutor's payment, working conditions and rights to teach the course remain the same. The Parties agree that the Agency will not incur any additional cost as a result of the Tutor declining to offer augmented service including any costs related to the waiving of Article 6.3.

## **8.8 Senior Tutor Duties**

### **1) Preamble**

The Senior Tutors' duties vary, but there are two constants: (1) liaison with Tutors in the program area, and (2) administrative and pedagogical consultation in the delivery of courses for a specified program area, and in the planning of development.

Senior Tutors are also Tutors.

### **2) Duties which may be assigned to the Senior Tutor by the Supervisor**

These duties are not exclusive to members of the Union, and can be performed by others. When duties of the Senior Tutor are performed by another Employee on a short-term basis, the Employee shall be paid at the Senior Tutor rate as per Appendix A (Tutor Wage Schedule).

Where there is no Senior Tutor in the discipline, Senior Tutor work requiring specific discipline-based knowledge shall be assigned by the Agency on the basis of seniority, to qualified Tutors in the discipline.

- a) Represent the Agency at accreditation, industry, association or other meetings. Advise the program coordinator on transfer credit, accreditation, course content, academic standards and other matters.
- b) Participate in selection process for hiring Tutors (as per Article 6)
- c) Participate in Tutor evaluation process (per Article 7).
- d) Assist in the coordination of individual/group tutoring activities.
- e) Recommend topics for, and participate in, Tutor Workshops.
- f) Act as a resource person to students, Tutors, Access Service, and the program area on such matters as course content and prerequisites, employment and career opportunities, and student recruitment materials. May coordinate feedback from Tutors, students and others as appropriate.
- g) Participate in various committees pursuant to Senior Tutor duties, including Open College program advisory committees and Open University Academic Council.
- h) Coordinate the development of newsletters for students in the program area.
- i) Help orient Tutors and offer consultation on courses and procedures, maintain regular contact with Tutors and act as an advocate for Tutor concerns.
- j) Consult on and deal with problems concerning students.
- k) Participate in committees which involve future or modified collaborative programs with other institutions.

- l) Participate in program review, evaluation and planning, which includes participation in course revision and course development committees and teams.
- m) Perform other tasks as required.

## **8.8 Senior Tutor Duties (cont.'d)**

### **3) Duties Exclusive to the Senior Tutor**

- a) Represent the Agency at articulation meetings. However, a coordinator or supervisor qualified in the discipline may choose to attend an articulation meeting in place of or in company with the Senior Tutor.
- b) Consult with the coordinator or supervisor in significant allocation decisions as per Article 8.4.
- c) In the case of grade appeals, make recommendations to the program area.
- d) Upon request of a Tutor or upon the request of Administration liaise between Tutors and Administration.

### **4) Recommended Knowledge and Skills**

Appropriate university degree or professional, technical or trades qualification. Teaching experience, preferably in open learning mode. Business/industrial or professional experience related to the program area. Good organizational and interpersonal skills. Good oral and written communication skills.

### **5) Appointments**

- a) Senior Tutor appointments are of two types.
  - i) Regular: a three year contract with notice of renewal or non-renewal to be provided at least three months prior to the end of the three year term (October 1999). In the case of non-renewal, the Tutor will be informed in writing of the reasons. In the specific case of non renewal for inadequate job performance, the Employer will specify the area of deficiencies and will provide three (3) months for the Tutor to undertake remedial action in order to make his/her performance satisfactory and retain his/her appointment.

The following Senior Tutors will be appointed under this category effective **October 28, 1997**:

Don Stanley  
Ron Lakes  
Mary Ann King  
John Harris  
Trevor Chandler  
Jane Morton  
Phyllis Norris

Jill Wade

- ii) Non-Regular: term appointments of less than three (3) years will be as required by the Supervisor.
- b) The workload is variable, but will not be less than one (1) day per week (30 hours per month). Payment is as per Appendix A (Tutor Wage Schedule).
- c) Senior Tutors will report to their Dean or designate.

## **8.9 External and International Programs (Outside B.C.)**

### **1) Exam and Assignment Marking**

The Parties agree that Employees mark samples of exams and assignments as part of maintaining the quality of Agency credit courses and programs. Marking exams and assignments for these programs shall be compensated at the Exam Marking Fee in Appendix A (Tutor Wage Schedule). Such work shall be assigned as per the TAP formula in Article 8.4.

### **2) Other External and International Duties**

Other duties that may also be performed by Employees related to the planning, quality assurance, articulation and evaluation of external and international programs shall include:

- a) Advising the Agency on transfer credit, accreditation, course content, academic standards and other matters.
- b) Advising the Agency on the professional credentials of other non-Agency Tutors, including recommendations for improvement of tutorial services.

The above duties shall be compensated at the External and International Programs Rate (Other Duties) in Appendix A (Tutor Wage Schedule).

### **3) Assignment of External and International Work**

The duties in 2) above shall be performed by Senior Tutors except when the work requires specialized knowledge in a discipline other than that of the Senior Tutor. In such cases, the Agency shall assign the work to qualified Tutors in the discipline, on the basis of seniority.

## **Article 9 WAGES AND ALLOWANCES**

### **9.1 Wages**

Wage schedules are attached hereto and known as Appendix A (Tutor Wage Schedule) and Appendix C (Course Assignment Fee Schedule).

### **9.2 Per Student Fees**

- 1) **The “Per Student Fee” is payable to Employees except Group Tutors, Clinical Tutors and Lab Instructors, and is determined based on “Start Date” Seniority. A “Per Student Fee” is payable if the Tutor is notified by the Agency of a registration of a new student or a re-registration/extension of a current student.**
- 2) **If a student is reassigned to another Tutor through an exceptional allocation decision, the new Tutor will also receive the “Per Student Fee”. In this situation, the “Per Student Fee” is paid twice but not to the same Tutor.**

- 3) **The “Per Student Fee” is not paid to Substitutes or Temporary Employees during absences of less than two (2) months.**

### **9.3 Payment of Wages**

- 1) Pay days shall be the fifteenth (15th) and the last day of each month.
- 2) Upon request, the Employer will deposit the Employee's pay cheques in an account at a financial institution designated by the Employee. The Employee has the option, which must not be abused, of reverting back to direct payment.
- 3) The Agency will issue to each Employee a separate or detachable itemized statement of earnings detailing the calculation of total earnings for the pay period and total deductions made. The statement will be sufficiently detailed to make it possible for the Employee to keep accurate and up to date records.
- 4) Should any error in an Employee's pay cheque occur, then the Agency will correct any error as quickly as possible. The Agency will in these cases provide the Employee with information detailing the error and the correction that is required to occur. If the correction should cause unnecessary financial hardship to the Employee, the Agency will arrange on a case by case basis to rectify the situation.

### **9.4 Vehicle Allowance**

A vehicle allowance for all distances traveled on approved Agency business shall be paid to employees required to use their own vehicle. The rate of reimbursement shall be as per Appendix B (Tutor Expense Schedule).

It is understood that “business” does not refer to travel between the Tutor’s house and any site of tutoring.

### **9.5 Compensation for Course Development Work**

- 1) **The Employer will calculate the number of hours required for course development work assignments. An Employee being considered for course development work will be contacted by the Employer and advised of the number of hours for the whole project and each component. In addition the Employee will be advised of the Course Development assignment, the component pieces and the number of hours attached to each component. The Employee will be asked whether he/she still wishes to be considered for the Course Development work assignment.**

**If the Employee feels that the calculation of the number of hours requires discussion, the Employer will hear and consider the Employee’s rationale for any change being suggested. The Agency will ultimately be the final determiner of the number of hours required for the course development work assignment. It is understood that the number of hours the Employer is willing to pay will be determined in good faith and in a reasonable manner.**

- 2) When the Employee accepts the assignment, his/her agreement with the approved number of hours is understood.
- 3) An Employee assigned Course Development work shall submit a Tutor Compensation Claim with the completed component. Payment shall be approved by the Agency designate upon completion of the component. Employee's shall be paid for all hours up to the pre-approved maximum at the "Course Development" rate per Appendix A.
- 4) In extenuating circumstances, an Employee assigned Course Development work may request an extension of the timeline for assigned Course Development work. Requests for such extensions shall not be unreasonably withheld.
- 5) If an Employee is offered and turns down a Course Development work assignment, this will not prejudice him/her for future consideration.
- 6) The Agency will provide to both the President of FAOLA or his/her designate and to the assigned Employee, a copy of the Course Development work assignment details. This documentation will include the number of hours, the Agency's expectations required of the Course Development assignment, the component pieces and the number of hours attached to each component.
- 7) Except for 2) above, any dispute will be subject to grievance and arbitration.

## **Article 10 LEAVES OF ABSENCE**

### **10.1 Approval of Leaves and Employee Status on Return**

- 1) An Employee who resumes employment on the expiration of an approved leave under this Article shall be reinstated at the same level of benefits (**subject to carrier requirements**), workload and wages **held immediately** prior to the leave being taken.
- 2) It is the Tutor's responsibility to apply, **in writing, to the Dean or designate** for an approved leave under this Article. **Other than where specifically indicated in the following clauses, sixty (60) days notice of leave is required. In exceptional circumstances, this notice period may be shortened at the Employer's discretion.**
- 3) **The "Monthly Stipend" and "Per Student Fee" are not paid while a Tutor is on leave of absence without pay.**

## 10.2 General Holidays

- 1) The following days are recognized as General Holidays. An Employee desiring to work any of these days must receive prior approval from their Supervisor.

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	

- 2) An Employee who has earned wages or performed work in respect of fifteen (15) of the last thirty (30) calendar days before any of the above holidays occurring will qualify for and receive an amount of money equal to the average of his/her daily earnings for the days he/she has worked in the four (4) week period immediately preceding the week in which the General Holiday occurs.
- 3) Should the Agency require the Employee to work on a General Holiday that they qualify for the Employee will receive an amount of money equal to 1.5 times the average of his/her daily earning for the days he/she has worked in the four (4) week period immediately preceding the week in which the General Holiday occurs.
- 4) The General Holiday pay shall be paid to the Employee at the end of each calendar year.

## 10.3 Annual Vacation

- 1) **Vacations shall be calculated on a calendar year basis. Regular Employees in their first partial year of service shall receive 4% of their regular gross earnings. Regular gross earnings are defined as monies received as set out in Appendix A (Tutor Wage Schedule) and Appendix C (Course Assignment Fee Schedule) of this Agreement.**

**Temporary Employees will receive 4% of regular gross earnings on each paycheque.**

- 2) Vacation Pay will be calculated as a percentage of regular gross earnings and provided to Employees on each pay cheque. **Regular** Employees are entitled to receive time off and vacation pay as follows:

<b>Partial year (date of hire to Dec. 31)</b>	<b>2 wks prorated</b>	<b>4%</b>
1st full calendar year to 4th calendar year	3 wks	6%
5th to 9th calendar years	4 wks	8%
10th to 14th calendar years	5 wks	10%
15th to 19th calendar years	6 wks	12%
20th+ calendar years	7 wks	14%

- 3) The Employer will provide **to the Tutor**, a semi-annual statement of annual vacation entitlement less any annual vacation taken, in the first **pay** period of January and July of each year.

- 4) Employees **shall** arrange with their supervisor for time off for the purpose of vacation leave. Employees will provide a written request for such leave **ninety (90)** calendar

### **10.3 Annual Vacation (cont.'d)**

days prior to the date of the desired vacation. The Employer will not unreasonably withhold approval for the leave.

**Employees may provide a written request for vacation leave less than ninety (90) calendar days prior to the date of the desired leave. However, approval will be granted subject to operational requirements such as the availability of a Substitute or Temporary Tutor.**

#### **5) Vacation Carry Over**

- a) An Employee may carry over up to one (1) week of vacation leave per vacation year for two (2) consecutive years, to a maximum of two (2) weeks. Employees in their first partial year of service who commenced prior to July 1 of that year, may carry over up to one (1) week of vacation leave into their first vacation year.
- b) A single vacation period which begins in one calendar year and overlaps the beginning of the next calendar year shall be considered as vacation for the year in which the vacation period commenced.

#### **6) Administration of Vacation**

**During periods of vacation, Regular Employees will continue to accrue vacation, and to be paid the "Per Student Fee" and "Monthly Stipend".**

### **10.4 Sick Leave**

Regular Employees are eligible for the following:

- 1) Each Employee shall accumulate annual sick leave credit at the rate of five percent (5%) of annual salary.
- 2) Sick leave shall be cumulative to a maximum of fifty percent (50%) of the Employee's highest annual salary. The Employer will provide a semi-annual statement of sick leave accumulation less any sick leave taken, in the first pay period of January and July of each year.
- 3) The Employer will provide an appropriate substitute for the period of the leave. The substitute's earnings will be based on the sick Tutor's rates of pay. The Tutor will receive an amount equal to the substitute's earnings and that amount shall be deducted from the Tutor's sick leave credit.
- 4) Employees who have exhausted their sick leave benefits will remain on sick leave without pay until they are eligible for LTD.
- 5) Special Terms for Telephone Tutors

- a) The students assigned to the substitute remain on the lists of the sick Tutor, who on return to work resumes tutoring all students on the lists.
- b) The Employer will not provide a substitute where a Tutor is sick for less than one (1) calendar week, or such longer period as mutually agreed between the Tutor

#### **10.4 Sick Leave (cont.'d)**

and the supervisor. In the event that no substitute is provided, the Employer shall waive the office hours and three (3) calendar day turnover (see Article 8.4.3) for the period of the sickness. The Employee is obligated to inform the Agency as soon as possible if there is, or will likely be, a need for a Substitute Tutor. The Employee will attempt, in so far as reasonable, to alert the Agency to an expected return date.

#### **10.5 Bereavement Leave**

"Leave" in the following means that the Tutor may be unavailable for office hours and/or marking of assignments and/or classroom instruction for the period specified below. The Employer may at its discretion provide a substitute for any classroom duties.

It is agreed that no Employee on bereavement leave will suffer a loss in pay or benefits.

- 1) In the event of a death or serious illness in the immediate family, the leave shall be up to five (5) consecutive calendar days including the date of the funeral. Immediate family is defined as an Employee's parent, spouse, common-law mate, same-sex partner, child, sister, brother, father-in-law, mother-in-law, and any other relative permanently residing in the Employee's household or with whom the Employee permanently resides. When the burial occurs outside the province, such leave shall also include reasonable traveling time, not to exceed seven (7) **business** days in total.
- 2) An Employee shall be granted a minimum of one (1) calendar day's bereavement leave in the event of the death or serious illness of a grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law and sister-in-law.
- 3) In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Employer, on request, may grant additional bereavement leave.

#### **10.6 Maternity, Parental and Adoption Leave**

**This clause applies to Regular Employees only. Temporary Employees shall be covered by the provisions of the Employment Standards Act.**

##### **1) Maternity Leave**

- a) An Employee, on written request, is entitled to an unpaid maternity leave from work for a period of up to eighteen (18) continuous weeks commencing any time in the eleven (11) weeks immediately before the expected delivery date. The

Employer shall defer the commencement of the maternity leave for any period of time requested by the Employee and approved by her medical practitioner.

- b) The services of the Employee who is absent from work under this leave shall be considered continuous and any benefits the Employee may be in receipt of will be maintained provided that her tutoring assignment(s) is ongoing during the period of the absence. Should her tutoring assignment(s) expire during the time of her absence then service will be deemed to be interrupted and any related benefits the Employee is in receipt of will cease.

## **10.6 Maternity, Parental and Adoption Leave (cont.'d)**

- c) When an Employee returns to work following maternity leave, the Employee will be placed into the assignment(s) she held prior to the commencement of the leave provided such assignment(s) is active.

### **2) Parental Leave**

- a) **Upon written request, an Employee shall be entitled to parental leave of up to a maximum of twelve (12) consecutive months.**
- b) **Leave taken under this provision shall commence:**
  - i) **For the birth mother, immediately after the end of the leave taken under the maternity leave provisions unless the Employer and the Employee agree otherwise.**
  - ii) **For a birth father, after the child's birth and within fifty-two (52) weeks of the birth.**
  - iii) **For an adopting parent, within fifty-two (52) weeks after the child is placed with the parent.**

### **c) Benefits Continuation**

The services of the Employee who is absent from work under this leave shall be considered continuous and any benefits the Employee may be in receipt of will be maintained provided that his/her tutoring assignment(s) is ongoing during the period of the absence. Should his/her tutoring assignment(s) expire during the time of the absence then his/her service will be deemed to be interrupted and any related benefits the Employee is in receipt of will cease.

### **d) Return to Work**

When an Employee returns to work following parental leave, the Employee will be placed into the assignment(s) he/she held prior to the commencement of the leave provided such assignment(s) is active.

### **3) Adoption Leave**

- a) Employees upon written request are entitled to an adoption leave without pay for up to twelve (12) continuous weeks. This may be taken any time during the one (1) year period following the adoption of the child.
- b) The services of the Employee who is absent from work under this leave shall be considered continuous and any benefits the Employee may be in receipt of will be maintained provided that his/her tutoring assignment(s) is ongoing during the period of the absence. Should his/her tutoring assignment(s) expire during the time of the absence then the service will be deemed to be interrupted and any related benefits the Employee is in receipt of will cease.

- c) When an Employee returns to work following adoption leave, the Employee will be placed into the assignment(s) he/she held prior to the commencement of the leave provided such assignment(s) is active.

## **10.7 General Leave**

- 1) **The Agency may grant a leave of absence with or without pay to a Regular Employee for any reason up to twenty-four (24) months within any five (5) year period. Such leaves shall not be unreasonably withheld. If the leave is denied, the Employee will receive written notification stating the reason for the denial of the leave.**
- 2) **Subject to carrier requirements, benefits will be continued during any unpaid leave of absence pursuant to Article 10.8 provided the full cost of carrier premiums is paid by post-dated cheque(s) provided in advance by the Employee.**
- 3) **The Employee must notify his/her Supervisor in writing of his/her intent to return a minimum of one (1) month prior to the expiration of the leave.**
- 4) **The "Per Student Fee" and "Monthly Stipend" will not be paid during the period of any unpaid leave.**

## **10.8 Political Leave**

The following is available to Regular Employees who have completed their probationary period.

If nominated as a candidate for election at the Federal, Provincial, or Municipal level, leave of absence without pay shall be provided during the election campaign.

If elected to a full-time office, a leave of absence without pay shall be provided for the duration of the term of office.

The Employee must make a request in writing at least one (1) month prior to the anticipated commencement of said leave.

Employees returning from such leave, shall advise the Employer at least one (1) month prior to the expected return to work and shall resume their duties no later than the beginning of the next recognized intake.

## **10.9 Choice of Substitutes**

The Employer undertakes, wherever possible, to use current Employees to cover for the Tutor on leave. Substitution will be offered first to the most senior qualified Tutor. In multi-Tutor courses, the most senior Tutor of those currently tutoring the course will be offered the work first. If this work is assigned to an existing Tutor, the substitute shall be paid for the number of additional office hours for the number of additional students being transferred, in accordance with Article 8.3.

Such additional office hours shall be paid at the Additional Office Hour Rate as per Appendix A (Tutor Wage Schedule).

In cases where current Tutors are unable to provide coverage, the Employer will arrange for a **replacement** Tutor. The **replacement** Tutor may be identified in advance, in order to ensure consistency of instruction. A substitute does not have the option of relinquishing his/her current patterns of allocation in order to cover for the Tutor on leave.

Terms, conditions and rates of pay for the classification of replacement Tutor shall be determined in accordance with Article 6.5.

## **Article 11 HEALTH AND WELFARE BENEFITS**

All benefits changes are to be implemented effective January 1, 1999.

The Employer agrees to provide the following benefits during this Agreement.

### **1) Pay in Lieu of Benefits**

For Employees who do not qualify for benefits as set out below the Employer shall pay annually an amount equal to four percent (4%) of the regular gross earnings of the Employee in lieu of benefits.

### **2) Benefits on Unpaid Leave of Absence**

Except as otherwise provided, coverage for health and welfare benefits shall cease if the unpaid absence is for more than one (1) full month. Such coverage will be maintained upon payment in advance of the full premiums by the Employee.

### **3) Alternate Benefit Coverage**

It is understood that where an Employee is already covered under another plan for equivalent Health and Welfare coverage he/she may choose to opt out of that coverage under this plan.

It is the Employee's responsibility to provide documentation to the Employer in order to exercise the right to opt out.

### **4) Benefit Eligibility**

Eligibility requirements shall be reviewed **in January** of each year. **Benefits for those Employees who become eligible shall commence April 1.** Those active Employees enrolled in **Medical, Dental, Extended Health, Group Life Insurance and Accidental Death and Dismemberment Insurance who drop below the specified annual benefit threshold** may elect to continue **benefits**, even though his or her annual earnings drop below \$12,000, **provided** the Employee pays to the Agency, in advance **by post-dated cheques**, the full premiums for the **fiscal year (April 1 to March 31)**. Should the Employee not be eligible for benefits in the subsequent **review period**, the Employee shall be removed from the benefit plans **at the end of the pre-paid fiscal year**.

**Employees who are not eligible for benefits and who elect not to pre-pay shall be cancelled effective March 31st.**

### **e) Benefit Termination**

**All benefits coverage will cease on the day that an Employee's employment terminates.**

### **11.1 BC Medical Services Plan (MSP)**

For Employees earning more than \$12,000 annually.

The Agency shall pay **one hundred percent (100%)** of the monthly premiums required by the BC Medical Services Plan on behalf of these Employees (and their **eligible** dependents).

### **11.2 Extended Health Benefits**

For Employees earning more than \$12,000 annually.

The Agency shall pay **one hundred percent (100%)** of the monthly premium required to sustain Extended Health Benefits at the following level:

- 1) **The total lifetime coverage level will be unlimited;**
- 2) **Reimbursement level on claims will be 95%** with \$25.00 per year per family deductible;
- 3) Vision care in the amount of \$150.00 every two (2) years with no deductible for the member and each **eligible** dependent;
- 4) **Hearing Aid benefit claims will be to a maximum of \$600 every five years.**

### **11.3 Dental Plan**

For Employees earning more than \$12,000 annually.

The Employer agrees to pay **one hundred percent (100%)** of the monthly premium required to sustain the Dental Benefits for these Employees and their **eligible** dependents at the following levels:

Plan A	100%
Plan B	80%
Plan C	50%

The benefits under Plan C are limited to children who are residing in British Columbia and are not entitled to dental care coverage through their own employment to their eighteenth (18th) birthday and to a lifetime maximum of seventeen hundred and fifty dollars (\$1,750) total payment per child.

**Effective January 1, 1999, amendment of Plan A that includes revision of cleaning the teeth (prophylaxis and scaling) every nine months except dependent children (up to age 19) and those with gum disease and other dental problems as approved by the Plan.**

### **11.4 Group Life Insurance and Accidental Death and Dismemberment**

For Employees earning more than \$12,000 annually.

The Agency shall pay **one hundred percent (100%)** of the monthly premium of Group Life Insurance plus Accidental Death and Dismemberment Insurance on behalf of each of these Employees in order to achieve a benefit level of **three times (3X)** the annual gross earnings.



## 11.5 Long Term Disability Insurance

For Employees earning more than \$13,500 annually.

The Employer shall pay eighty percent (80%) of the monthly premium on behalf of Employees for a Long Term Disability Insurance Plan.

In the event an Employee, while covered under this plan, becomes totally disabled as a result of an accident or sickness, then, after the Employee has been totally disabled for six (6) months, he/she shall be eligible to receive a monthly benefit as follows:

- 1) The Employee shall receive a monthly benefit equal to the sum of 60 percent (60%) of the monthly earnings to a maximum benefit payable of \$4,000 per month.
- 2) The Long-Term Disability payment will be made so long as an Employee remains totally disabled and will cease on the date the Employee recovers, or at the end of the month in which the Employee reaches age 65, or dies, whichever occurs first.
- 3) An Employee on Long-Term Disability will continue to be covered by Group Life, **Accidental Death and Dismemberment**, Extended Health, Dental and Medical Plans providing the Employee pays his/her share of the costs.

## 11.6 Pension Plan

- 1) Enrollment

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

- 2) **Existing Employees**

The Employer will encourage Employees who have not joined the College Pension Plan to do so. However, Employees on payroll **prior to September 1, 1999**, who have not joined the College Pension Plan shall retain the right not to join.

- 3) Employer Contribution

For all those Employees who elect to participate in the College Pension Plan, as described in the Pension (College) Act, the Employer will contribute to the cost of such coverage to the extent described in the Plan.

- 4) Pension Plan Information

The Agency shall provide each new Employee with pertinent information describing the Pension Plan and shall inform all Employees enrolled in the Plan of amendments and changes to the Plan as they are communicated to the Agency. Changes to eligibility requirements or benefit levels will be communicated to all Employees.

## **Article 12 PROTECTION OF EMPLOYEES**

### **12.1 No Discrimination**

The Parties agree that neither the Employer nor the Union shall discriminate against any applicant to a position covered by this Agreement, or against any Employee, on the basis of age, race, sex or sexual orientation, colour, creed, religion, political beliefs, national origin, ethnic origin, marital status, family status, membership in the Union or activities relating to participation in the Union.

### **12.2 Harassment**

#### **1) Statement of Commitment**

**The Union and the Agency 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 offense that may be cause for disciplinary sanctions including, where appropriate, dismissal or expulsion.**

**The Agency has a responsibility under BC's Human Rights Code to prevent harassment and to provide procedures to handle complaints, to resolve problems and to remedy situations where harassment occurs.**

**The Agency will 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.**

#### **2) Discriminatory Harassment**

##### **a) Definition of Discriminatory Harassment**

**Harassment as defined under the BC Human Rights Code is a form of discrimination that adversely affects the recipient on one or more of the prohibited grounds under the BC Human Rights Code [R.S.B.C. 1996 C.210].**

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

- i) is abusive or demeaning;**
- ii) would be viewed by a reasonable person experiencing the behaviour or effect of the behaviour, as an interference with her/his participation in an institutional related activity;**
- iii) creates a poisoned environment**

As of this date, the grounds protected against discrimination by BC's Human Rights Code [R.S.B.C. C.210] are age, race, colour, ancestry, place of origin, political belief, religion, marital status, physical or mental disability, sex, sexual orientation and, in the case of employment, unrelated criminal convictions.

## **12.2 Harassment (cont.'d)**

### **b) Definition of Sexual Harassment**

**Sexual Harassment is a form of discrimination on the basis of sex. It is, behaviour of a sexual nature by a person who knows or ought reasonably to know that the behaviour is unwanted or unwelcome; and**

- i) which interferes with another person's participation in an Agency-related activity; or**
- ii) leads to or implies employment, or academically-related consequences for the person harassed; or**
- iii) which creates a poisoned environment**

### **c) Procedure for Investigations of Discriminatory Harassment**

#### **i) Mediation**

**When a complaint is received by the Agency involving an individual covered by this Collective Agreement, the Agency and the Union will initiate a mediation procedure at the bargaining unit level. The mediation process is the recommended avenue of resolution.**

**Consensual mediation will require the agreement of the complainant and the alleged harasser to use the following process:**

- the Agency and the Union will discuss the nature of the complaint and agree upon who will conduct the mediation; the Parties will endeavor to select a trained internal mediator;**
- the mediation process and resolution will be kept strictly confidential by all participants;**
- where a resolution is reached, the complainant and the alleged harasser must agree in writing to the resolution and the matter will then be considered concluded;**
- no record of the mediation except the written agreed resolution will be placed on an Employee's file.**

#### **ii) Investigation**

**Where either the complainant or alleged harasser does not agree to mediation, or no resolution is reached during the mediation, an investigator will be selected by the Parties from a list of investigators agreed upon. This list is to be determined by the Parties following ratification of the Collective Agreement.**

**An investigator will be appointed within ten (10) business days unless otherwise mutually agreed.**

## **12.2 Harassment (cont.'d)**

**The appointment of an investigator does not preclude that investigator from mediating the dispute where possible.**

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

### **iii) Terms of Reference of the Investigator**

**The purpose of the investigator will be to ascertain facts. All persons quoted in the investigation will be named.**

**The Agency, the complainant, the alleged harasser and the Union will each receive a copy of the investigator's report as well as the Employer's written determination.**

**The report will 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.**

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

**Despite 12.2 3c)iv) the Agency 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.**

**The Agency 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 Union.**

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

**The investigator will conclude her/his work within ten business days of appointment, and will render a report within a further five business days.**

**The investigator may, as part of her/his report, make recommendations for resolution of the complaint.**

**The investigator's report will not be placed on an Employee's file.**

### **iv) Findings**

**The Agency will make a written determination based upon the facts and recommendation, if any, within 10 business days of the receipt of the Investigator's report.**

**The determination will:**

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

## **12.2 Harassment (cont.'d)**

### **v) Rights of the Parties**

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

**The above noted procedure does not restrict:**

- The Agency's right to take disciplinary action;**
- The Union's right to grieve such disciplinary action or to grieve an alleged violation of this Article.**

### **3) Personal Harassment**

#### **a) Definition of Personal Harassment**

**Personal harassment is defined as follows:**

- i) Physical threat, intimidation, or assault or unwelcome contact such as touching, patting, pinching and punching, or**
- ii) Verbal abuse, or**
- iii) Implied or expressed promise of reward or threat of reprisal, or denial of opportunity for refusal to comply with a request which is unrelated to an Employee's assigned duties, or**
- iv) The improper use of power and authority inherent in the position held so as to endanger an Employee's position, threaten the economic livelihood of the Employee, or in any way interfere with, or influence, the career of the Employee.**

#### **b) Procedures for Handling Personal Harassment**

**Employees may process complaints about personal harassment through the grievance procedure, subject to the following changes:**

- i) Where a person who is the subject of the complaint is the Employer representative at any step of the grievance procedure then the Union may bypass that step of the procedure or present the grievance to another appropriate management representative;**
- ii) Employer and Union representatives, in the course of investigating a complaint of harassment, shall have due regard for the privacy and confidentiality of any and all persons involved in the complaint;**

## **12.2 Harassment (cont.'d)**

- iii) An arbitrator in the determination of a complaint of harassment may take reasonable steps to protect the interest of all Parties in the privacy and confidentiality in the determination of procedural and evidentiary matters, subject to the requirement of fairness to the Parties;**
- iv) Where the complainant and the person who is the subject of the complaint are both members of the bargaining unit, then the arbitrator seized of a grievance of harassment shall also have jurisdiction in respect of any grievance arising from related discipline of the Employee who is the subject of the complaint.**
- v) Employees against whom a grievance or complaint has been filed pursuant to this Article shall have the right to know the allegations made against them, and shall have the right to Union representation at all meetings, interviews, and hearings where the Tutor's presence is requested. An Employer representative alleged to have offended under this clause shall be entitled to be given notice of the substance of a grievance under this clause, and to be given notice of, attend, and participate at any arbitration hearing held as a result of a grievance under this clause.**
- vi) Pursuant to this Article, complainants have the right to Union representation at all meetings, interviews and hearings where the complainant's presence is requested.**
- vii) No information relating to the grievor's, or alleged harasser's personal background or lifestyle shall be admissible during the grievance or arbitration process.**
- viii) An arbitrator has the authority to fashion a settlement which can include instructions that the Employee who is subject of the complaint may be transferred away from the place of work of the complainant to another position without regard to his/her seniority. Where such action causes detriment, the detriment shall fall upon the person who is the subject of the complaint and not other bargaining unit members.**

### **4) False Complaints, Breaches of Confidentiality, and Retaliatory Action**

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

### **5) Relation to Other Agreements**

**Where a complaint under Article 12.2 involves individuals who are covered by another Collective Agreement, the local Parties will meet to clarify and agree upon a procedure.**

### **12.3 Human Rights**

The Parties to this Agreement agree to abide by the Human Rights Act of British Columbia.

### **12.4 Technological Change**

The Parties agree to comply with Section 54 of the Labour Relations Code of B.C.

### **12.5 Exempt and Save Harmless**

To the extent that coverage is available under the provisions of the Self Insured Comprehensive General Liability Coverage of the University, College, and Institute Protection Program, the Agency shall:

- 1) exempt and save harmless each current and former Employee from any liability action arising from the proper performance of duties for the Agency, and;
- 2) assume all costs, legal fees and other expenses arising from any such action, and;
- 3) provide advance notice to those current and former Employees who are named by an investigation, inquiry or complaint under this Article as soon as the Agency becomes aware.

### **12.6 Health and Safety**

The Union and the Agency agree to comply with the regulations made pursuant to the Workers' Compensation Act and Employment Standards Act, or any other statute of the Province of British Columbia pertaining to the safety and health of the Employees in their working environment.

### **12.7 Academic Freedom**

The Employer and the Union agree that the exchange of knowledge and ideas is an indispensable foundation of education. Therefore, the Employer shall not infringe or abridge the freedom of Tutors to express views and to engage in open discussion with students and colleagues on subject matter, pedagogy, course materials, evaluation methods and delivery systems.

The Employer recognizes the value of full and open discussion amongst its Employees of all issues that impact on the ability of the Agency to carry out its mandate.

The Employer recognizes and will protect the right of Tutors without fear of reprisal, to provide input to the Employer on all matters related to tutoring duties.

The Union recognizes the duty of Tutors to respect the right of others, to exercise the freedom of discussion in a responsible and responsive manner, and to respect the educational objectives of the Agency.

The Employer and the Union agree that this freedom does not extend to a Tutor making changes in the format or prescribed materials of an OLA course which the Employee has agreed to tutor, unless by agreement between the Tutor and the Employer.

## 12.8 Retirement

No Employee shall be required to retire due to age, provided the Employee is capable of carrying out his/her duties.

## 12.9 Privacy Protection

- 1) The Parties to this Agreement agree to abide by the provisions of the Freedom of Information and Protection of Privacy Act of British Columbia.
- 2) The Agency recognizes and accepts its responsibility in protecting the safety of Tutors in their work. The Agency will, in exceptional circumstances, provide alternative arrangements for delivery of assignments. The Tutor must submit a written request outlining their rationale to their Dean or designate for consideration. Where alternative arrangements are approved, the home address of the Employee shall not be provided to the Employee's student(s).

## 12.10 Early Retirement Incentive

### 1) Definition

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

### 2) Eligibility

An employee must have worked a minimum of ten (10) years with the Agency.

### 3) Incentive Payment

The Agency 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 regular gross earnings earned in the calendar year immediately prior to date of retirement
55 to 59	100%
60	80%
61	60%
62	40%
63	20%

The Agency may opt to pay the early retirement incentive in three (3) equal payments over a thirty-six (36) month period.

## **Article 13 GENERAL**

### **13.1 Duty to Provide Collective Agreements**

The Employer shall, within sixty (60) days of the execution of the Collective Agreement, provide each member of the bargaining unit with a copy, and shall provide the Union with fifty (50) copies. The cost of printing the Collective Agreement shall be shared equally between the Parties.

The Employer shall provide a copy of the current Collective Agreement to each Employee when he/she is hired.

### **13.2 Course Tuition Waiver**

- 1) The Agency will waive the tuition fees for two (2) Agency courses in each four (4) month calendar period for Employees who have completed their probationary period. The maximum number of courses for which tuition fees will be waived is six (6) per year.
- 2) If an Employee fails to complete two (2) Agency courses without a reasonable explanation, he/she will no longer be eligible for tuition waivers.
- 3) If the Employee chooses to terminate employment with the Employer prior to completion of a course, the Employee shall return all course materials in good order.
- 4) A member of the Employee's family (spouse or dependent) may register for one (1) OLA course per year, which will be deducted from the six (6) courses above. If the family member fails to complete two (2) Agency courses without a reasonable explanation, he/she will no longer be eligible for tuition waivers.

## **Article 14 TRAINING, EQUIPMENT AND MAINTENANCE**

### **14.1 General**

Where required, the Employer will provide the equipment, (including sufficient paid training and service maintenance) necessary for a Tutor to carry out his/her assigned duties.

Such training shall include:

- 1) a per hour fee for training time before and during the course related to the technological requirements of delivering a course via computer technology (must be approved in advance by the Supervisor) (payment at the Computer Course Rate in Appendix A (Tutor Wage Schedule));
- 2) training if Employees are requested to participate in evaluations of other Employees or managers of the Agency (payment at Participation in Employee Evaluation Rate in Appendix A (Tutor Wage Schedule));
- 3) training related to Occupational Health & Safety.

The Employer will ensure that every Employee where possible is provided with a touch-tone phone at no cost to the Employee.

## **14.2 Tutor's Responsibility**

**It is the Tutor's responsibility to participate in periodic Agency sponsored training in order to keep current on technology being used by the Agency.**

### **Article 15 COURSE REVISION**

The Union and the Agency agree that the experience and knowledge of Tutors in the delivery of OLA courses is valuable to the revision of those courses.

Where an OLA course is revised, a Tutor who has taught the course previously will be invited to participate in the course revision planning. The choice of Tutor and the nature and scope of the role of the Tutor in the course revision planning will be determined by the supervisor responsible for that course. The Tutor will be paid an honorarium for preparing a brief report as specified by the Supervisor as per the Brief Report Course Revision Fee in Appendix A (Tutor Wage Schedule).

### **Article 16 OFFICE SPACE: EMPLOYEES**

The Agency will provide one (1) work station on the OLA premises for the use of Employees during breaks from Agency on-site activities for which Employee presence was required.

### **Article 17 CONSULTATION**

#### **17.1 Union - Management Relations**

The Parties agree to establish the Labour - Management Committee to meet from time to time to exchange information and review issues relating to the Collective Agreement.

Where problems, or concerns, are identified relating to the Collective Agreement, the Parties will attempt to reach a resolution.

#### **17.2 Governance**

The Employer agrees to support a consultative model of administration which enables the views of the Employees to be known and considered with respect to decisions to be made by the Employer regarding educational policies and practices. The Employer endorses a working environment whereby Tutors, including Lab Instructors and other Employees along with management personnel endeavour to work collectively to serve the overall best interest and needs of the Agency, its Employees and the students.

Matters of professional or educational policy may be initiated by the Union or by the Employer through the appropriate forum.

To facilitate consultation, the following committees are agreed upon:

- a) Labour-Management: as per Article 3.3

- b) Selection Advisory Committee(s): as per Article 6.3

## **17.2 Governance (cont.'d)**

- c) Joint Consultation Committee re Individual On-Line Computer Courses as per Letter of Understanding
- d) Occupational Health & Safety Committee
- e) Any other committee the Parties mutually agree to establish subsequent to the signing to this Agreement.

Tutor representatives shall be appointed by the Union.

Tutor participation in all committees and Senior Tutor participation in Committee a) shall be recompensed by the Employer at the hourly fee for committee assignments as per Appendix A (Tutor Wage Schedule).

Where participation falls within the duties of Senior Tutors appointed to committees b) or e) above, there will be no additional payment at the scale above unless the Agency decides to.

## **17.3 Employer Requested Meetings**

If an Employee is requested by his/her Dean or designate to meet with Agency representatives at a specific time, whether in person or by interactive media, the Employee shall be compensated for a minimum of one (1) hour at the Meeting Rate as per Appendix A (Tutor Wage Schedule). Where participation in these meetings falls within the duties of Group, Nursing, Clinical and Senior Tutors and Lab Instructors, there will be no additional payment.

The Employer may at its discretion explicitly request additional work or reports; this work will be paid for at the Meeting Rate as per Appendix A (Tutor Wage Schedule), the limits of the time spent on the work to be set in advance by the Employer.

Workshop activities are not meetings, and are recompensed as per Appendix A (Tutor Wage Schedule).

## **Article 18 PERSONNEL RECORDS**

### **18.1 Personnel Records**

- 1) Employees may view their personnel records upon request to the Human Resources Department. Such requests shall be granted at a time mutually agreeable to both Parties, and shall not be unreasonably delayed.
- 2) The Employer shall not use any information contained in the Employee's personnel file in a disciplinary way unless the Employee has had previous notification that such information is being placed in the file.

## **Article 19 DISCIPLINE**

### **19.1 Discipline**

- 1) No Employee shall be disciplined except for just cause.
- 2) An Employee upon request shall have the right to have his/her Steward involved at any discussion with supervisory personnel which the Employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an Employee for disciplinary purposes, the supervisor shall notify the Employee in advance of the purpose of the interview and of the Employee's right to contact his/her Steward, providing that this does not result in an undue delay of the appropriate action being taken.
- 3) An Employee shall be notified in writing of the specific reasons for the disciplinary action imposed. When an Employee is disciplined, the Union President will be notified of the discipline and shall receive a copy of the reasons provided to the Employee.

### **19.2 Suspension or Discharge Grievances**

- 1) **The Agency and the Union recognize that a suspension or discharge of an Employee is a serious matter.**
- 2) **In the event of a dispute arising from an Employee's suspension or discharge, the grievance will commence at Step 3 of the grievance procedure within fourteen (14) calendar days of the date on which the suspension or discharge occurred, or within fourteen (14) calendar days of the Employee receiving notice of such suspension or discharge.**

## **Article 20 PROFESSIONAL DEVELOPMENT**

### **20.1 Professional Development**

- d) Each fiscal year the Employer shall place an amount equivalent to one and one half percent ( $1^{1/2}$  %) of total Tutor regular salaries into a Professional Development Fund.

#### **e) Entitlement**

**All post-probationary FAOLA members shall be entitled to Professional Development funds.**

- 3) The Professional Development Fund will be allocated by a committee consisting of two (2) Tutors appointed by the Union and one (1) Employer representative.

## APPENDIX A TUTOR WAGE SCHEDULE

### General wage Increase

A general wage increase of two percent (2%) effective April 1, 2000, as reflected below.

	April 1, 1997	April 1, 2000
<b>1) Telephone Tutors</b>		
Tutor Marked Assignment Fee	As per Appendix C (Tutor Marked Assignment Fee Schedule)	
Monthly Stipend	\$16.41	\$16.74
Per Student Fee:		
0 – 12 months	\$22.26	\$22.71
13 – 24 months	\$22.95	\$23.41
25 – 36 months	\$23.78	\$24.26
37+ months	\$24.62	\$25.11
<b>2) Group Delivery</b>		
For 3 credit courses:		
<b>Extra Large Group Model (maximum 45 students)</b>	<b>\$5,843.44</b>	<b>\$5,960.31</b>
Large Group Model (maximum 35 students)	\$4,944.45	\$5,043.34
Small Group Model (maximum 25 students)	\$4,045.46	\$4,126.37
Study Group Model (maximum 25 students)	\$3,522.93	\$3,593.39
Cancellation Fee (per Art. 8.6 5) (prior to 2 weeks/after 2 weeks)	\$168.56/\$337.14	\$171.93/\$343.88
<b>3) Nursing Tutors</b>		
Per Student Fee:		
0 – 12 months	\$321.39	\$327.82
13 – 24 months	\$334.87	\$341.57
25 + months	\$402.48	\$410.53
Preceptor Workshop Fee	\$138.22	\$140.98
<b>4) Clinical Tutors</b>		

Instructors Rate (per hour)	\$32.25	\$32.90
Supervisor Rate (per two wk session)	\$280.94	\$286.56
Clinical Coordinator Rate (per month for six months)	\$786.61	\$802.34

**April 1, 1997**

**April 1, 2000**

**5) Lab Instructor**

Lab time (contact hours) per hour	\$32.25	\$32.90
Retainer for preparation, administration, reporting requirements and evaluation (per section)	\$272.96	\$278.42
Student Assessments (per section)	\$136.48	\$139.21

**6) Other Rates**

Senior Tutor (fee per hour)	\$23.60	\$24.07
Directed Studies		
Course fee (for a 3 credit course)	\$445.01	\$453.91
Workshop Fees		
Per day (3-7 hours per day)	\$138.22	\$140.98
Half day (3 hours or less)	\$59.23	\$60.41
Exam Marking Fee (per hour)	\$24.73	\$25.22
Committee Assignments (per hour)	\$28.09	\$28.65
Meeting Rate (Agency requested teleconferences or face to face meetings with other Employees)	\$23.14	\$23.60
Augmented Individual Tutoring Rate (per hour)	\$31.62	\$32.25
Computer Course Rate (per hour)	\$23.14	\$23.60
Additional Office Hour (per Art 8.3 2)	\$31.62	\$32.25
Participation in Employee Evaluation (per hour as per Article 7)	\$23.60	\$24.07
Preparing Grade Appeals	\$24.73	\$25.22
External and International Programs		
- Marking exams and assignments	\$24.73	\$25.22
- Other duties	\$23.60	\$24.07
Advise on Course content	\$23.60	\$24.07

Advise on Transfer credits	\$23.60	\$24.07
Special Education Student Rate (per hour as per Article 8.5)	\$25.45	\$25.96
Brief Report – Course Revision Fee (as per Article 15)	\$203.60	\$207.67
Union Remuneration Rate (as per Article 2.5 and 5.3)	\$3,054.00	\$3,115.08
<b>Course Development</b>	<b>\$28.09</b>	<b>\$28.65</b>

**APPENDIX B  
TUTOR EXPENSE SCHEDULE**

Authorized expenses incurred on behalf of the Agency shall be reimbursed according to the following schedule:

Vehicle Allowance     December 15, 1998  
(as per Article 9.4)

\$ 0.33 / km

Meal Rate

Breakfast	\$ 8.00
Lunch	\$12.00
Dinner	\$20.00
Total	\$40.00

Accommodations

In accordance with the OLA  
Expense policy

Private Accommodation Rate

\$25.00

Incidentals Rate  
(without receipt)

up to \$10.00

All Tutors shall be provided with a copy of the Agency's Expense Claim & Travel Policy. Should the rates in the policy exceed the above rates, the rates paid to the Tutors shall be increased accordingly.

**APPENDIX C  
TUTOR MARKED ASSIGNMENT (TMA) FEE SCHEDULE**

COURSE NUMBER	VERSION	TOTAL ASSIGN.	April 1, 1998 TMA FEE	April 1, 1998 TOTAL FEE	April 1, 2000 TMA FEE	April 1, 2000 TOTAL FEE
ABLI 001	(004)	8	15.27	122.16	15.58	124.64
ABLI 002	(003)	8	15.27	122.16	15.58	124.64
ADMN122	(001)	5	23.37	116.85	23.84	119.20
ADMN231	(001)	4	27.10	108.38	27.64	110.56
	(002)	10	11.69	116.90	11.92	119.20
ADMN232	(001)	8	15.14	121.14	15.44	123.52
	(002)	7	17.30	121.13	17.65	123.55
	(003)	10	12.11	121.13	12.35	123.50
ADMN315	(001)	4	29.22	116.88	29.80	119.20
ADMN320	(001)	7	16.74	117.15	17.07	119.49
ADMN323	(003)	5	23.37	116.85	23.84	119.20
ADMN324	(001)	5	46.71	233.57	47.64	238.20
ADMN335	(001)	6	19.46	116.74	19.85	119.10
ADMN350	(001)	5	24.13	120.63	24.61	123.05
ADMN413	(001)	6	19.55	117.29	19.94	119.64
ADMN457	(001)	3	38.96	116.88	39.74	119.22
ADMN460	(003)	4	29.23	116.90	29.81	119.24
	(004)	4	29.23	116.90	29.81	119.24
ADMN465	(006)	3	38.96	116.87	39.74	119.22
ADMN466	(001)	4	29.22	116.88	29.80	119.20
ADMN470	(001)	5	23.25	116.25	23.72	118.60
	(004)	3	38.99	116.96	39.77	119.31
ANTH203	(001)	3	39.46	118.39	40.25	120.75
APST450	(001)	4	28.56	114.22	29.13	116.52
	(002)	4	28.56	114.22	29.13	116.52
APST451	(001)	4	28.55	114.20	29.12	116.48
APST452	(001)	4	28.55	114.20	29.12	116.48

COURSE NUMBER	VERSION	TOTAL ASSIGN.	April 1, 1998 TMA FEE	April 1, 1998 TOTAL FEE	April 1, 2000 TMA FEE	April 1, 2000 TOTAL FEE
ASIA150	(001)	6	19.47	116.84	19.86	119.16
ASTRA100	(001)	4	30.38	121.51	30.99	123.96
	(002)	4	30.38	121.51	30.99	123.96
BISC023	(001)	10	15.02	150.20	15.32	153.20
BISC030	(001)	6	22.02	132.10	22.46	134.76
	(002)	6	22.02	132.12	22.46	134.76
BISC100	(001)	5	23.35	116.77	23.82	119.10
	(002)	4	29.20	116.80	29.78	119.12
	(004)	4	29.20	116.80	29.78	119.12
	(005)	4	29.20	116.80	29.78	119.12
BISC109	(001)	3	38.96	116.89	39.74	119.22
	(002)	3	38.96	116.89	39.74	119.22
BISC111	(001)	5	23.22	116.10	23.68	118.40
BISC120	(001)	4	29.22	116.89	29.80	119.20
	(002)	4	29.23	116.90	29.81	119.24
BISC121	(001)	4	29.23	116.90	29.81	119.24
	(002)	4	29.23	116.90	29.81	119.24
BISC210	(001)	6	19.48	116.86	19.87	119.22
	(002)	5	23.37	116.87	23.84	119.20
BISC220	(001)	4	28.80	115.19	29.38	117.52
	(002)	5	23.04	115.18	23.50	117.50
BISC230	(001)	4	28.64	114.57	29.21	116.84
BISC350	(001)	4	29.22	116.88	29.80	119.20
BISC360	(001)	4	33.23	132.92	33.89	135.56
BISC451	(001)	3	44.94	134.82	45.84	137.52
	(002)	3	44.94	134.82	45.84	137.52
	(003)	3	44.94	134.82	45.84	137.52
BOTR106	(001)	10	12.14	121.40	12.38	123.80
	(002)	9	13.49	121.41	13.76	123.84
BOTR125	(001)	8	16.50	132.00	16.83	134.64
BUSM101	(001)	6	19.55	117.30	19.94	119.64
BUSM102	(001)	5	23.22	116.10	23.68	118.40

COURSE NUMBER	VERSION	TOTAL ASSIGN.	April 1, 1998 TMA FEE	April 1, 1998 TOTAL FEE	April 1, 2000 TMA FEE	April 1, 2000 TOTAL FEE
BUSM104	(001)	5	23.22	116.10	23.68	118.40
	(002)	5	19.35	96.75	19.74	98.69
BUSM107	(001)	6	19.47	116.84	19.86	119.16
BUSM113	(001)	7	16.64	116.48	16.97	118.79
BUSM121	(001)	6	19.55	117.29	19.94	119.64
BUSM122	(001)	7	16.64	116.50	16.97	118.79
BUSM123	(001)	3	17.99	53.98	18.35	55.05
BUSM131	(001)	10	11.87	118.70	12.11	121.10
BUSM132	(001)	11	11.87	130.57	12.11	133.21
	(003)	11	11.87	130.57	12.11	133.21
BUSM139	(001)	3	19.14	57.42	19.52	58.56
BUSM151	(001)	6	19.54	117.26	19.93	119.58
	(002)	5	23.45	117.26	23.92	119.60
BUSM155	(001)	5	23.22	116.10	23.68	118.40
BUSM190	(001)	4	13.49	53.96	13.76	55.04
BUSM213	(001)	6	19.55	117.29	19.94	119.64
BUSM214	(001)	6	19.47	116.84	19.86	119.16
BUSM222	(001)	10	11.69	116.90	11.92	119.20
BUSM236	(001)	7	16.91	118.35	17.25	120.75
	(002)	7	16.91	118.35	17.25	120.75
BUSM241	(001)	6	19.55	117.29	19.94	119.64
	(002)	6	19.55	117.30	19.94	119.64
CHEM024	(001)	6	19.47	116.82	19.86	119.16
CHEM110	(001)	6	20.50	122.99	20.91	125.46
	(002)	5	23.36	116.81	23.83	119.15
CHEM111	(001)	6	20.50	122.98	20.91	125.46
	(002)	5	23.04	115.18	23.50	117.50
CHEM240	(001)	6	19.46	116.74	19.85	119.10
CHEM241	(001)	5	23.36	116.81	23.83	119.15
COURSE	VERSION	TOTAL	April 1, 1998	April 1, 1998	April 1, 2000	April 1, 2000

NUMBER	ASSIGN.	TMA FEE	TOTAL FEE	TMA FEE	TOTAL FEE
CMPT108	(001)	4	13.49	53.96	55.04
	(004)	3	13.49	40.47	41.28
CMPT109	(003)	9	6.00	53.96	55.08
	(005)	4	13.49	53.96	55.04
CPSC101	(001)	5	23.37	116.85	119.20
DENT100	(001)	2	20.27	40.54	41.36
DENT130	(001)	7	16.17	113.21	115.43
	(002)	6	16.17	97.02	98.96
DENT131	(001)	3	19.47	58.40	59.58
DENT132	(001)	4	14.91	59.63	60.84
DENT133	(002)	7	16.17	113.19	115.43
DENT134	(001)	7	16.17	113.19	115.43
DENT135	(001)	6	15.90	95.39	97.32
DENT136	(001)	6	15.90	95.39	97.32
DENT137	(001)	6	15.90	95.39	97.32
DENT140	(002)	6	21.46	128.76	131.34
DENT141	(001)	7	16.17	113.21	115.43
	(002)	6	16.19	97.12	99.06
DENT142	(001)	8	17.89	143.10	146.00
DENT143	(001)	4	19.07	76.28	77.80
DENT180	(001)	1	50.90	50.90	51.92
	(002)	1	50.90	50.90	51.92
DENT199	(002)	1	101.14	101.14	103.16
DTEC020	(001)	4	29.22	116.88	119.20
DTEC030	(001)	4	28.71	114.82	117.12
ECON200	(001)	5	23.22	116.10	118.40
	(002)	5	23.22	116.10	118.40
ECON201	(001)	5	24.83	124.15	126.65
	(002)	5	24.83	124.15	126.65
ECON300	(002)	5	23.37	116.86	119.20

COURSE      VERSION      TOTAL      April 1, 1998      April 1, 1998      April 1, 2000      April 1, 2000

NUMBER	ASSIGN.	TMA FEE	TOTAL FEE	TMA FEE	TOTAL FEE
ECON310	(001)	6	19.55	117.29	119.64
	(003)	6	19.55	117.29	119.64
ECON350	(001)	4	29.56	118.25	120.60
	(004)	4	29.56	118.25	120.60
EDCP010	(001)	6	19.47	116.82	119.16
EDCP020	(001)	6	19.47	116.82	119.16
EDCP030	(001)	6	19.47	116.82	119.16
EDML450	(001)	5	22.96	114.80	117.10
ELTR005	(001)	4	29.22	116.88	119.20
ENGL002	(001)	10	16.21	169.10	165.30
ENGL003	(001)	10	16.91	169.10	172.50
ENGL010	(001)	6	19.55	117.30	119.64
	(002)	6	19.55	117.30	119.64
ENGL012	(001)	9	15.49	139.41	142.20
	(002)	9	15.49	139.41	142.20
ENGL013	(001)	6	30.46	182.76	186.42
	(002)	6	19.55	117.30	119.64
ENGL014	(001)	6	19.34	116.04	118.38
ENGL024	(001)	23	8.40	193.09	197.11
	(002)	10	19.30	193.04	196.90
ENGL028	(001)	6	19.47	116.82	119.16
ENGL030	(001)	6	22.02	132.10	134.76
	(002)	6	22.02	132.12	134.76
ENGL034	(001)	6	22.02	132.10	134.76
	(002)	6	22.02	132.10	134.76
ENGL100	(001)	5	22.83	114.15	116.45
ENGL101	(001)	5	23.03	115.17	117.45
	(007)	4	28.54	114.16	116.44
ENGL102	(001)	5	23.22	116.10	118.40
	(002)	5	23.22	116.10	118.40
	(003)	5	23.22	116.10	118.40

COURSE      VERSION      TOTAL      April 1, 1998      April 1, 1998      April 1, 2000      April 1, 2000

NUMBER	ASSIGN.	TMA FEE	TOTAL FEE	TMA FEE	TOTAL FEE
ENGL103	(001)	6	19.32	115.94	118.26
	(002)	6	19.32	115.94	118.26
ENGL106	(001)	7	16.91	118.35	120.75
	(002)	7	16.91	118.35	120.75
	(005)	7	16.91	118.37	120.75
ENGL107	(001)	6	19.55	117.29	119.64
	(002)	6	19.55	117.30	119.64
ENGL220	(001)	4	28.56	114.22	116.52
ENGL221	(001)	4	28.56	114.22	116.52
ENGL410	(001)	4	29.23	116.90	119.24
ENGL424	(001)	5	23.22	116.10	118.40
				0.00	0.00
ENGL425	(001)	4	29.03	116.13	118.44
ENGL426	(001)	4	29.23	116.90	119.24
ENGL432	(001)	6	22.83	136.99	139.74
	(003)	10	13.71	137.05	139.80
	(004)	4	34.26	137.04	139.80
ENGL435	(001)	5	23.37	116.85	119.20
ENGL442	(001)	6	22.83	136.99	139.74
ESLE001	(001)	6	30.46	182.76	186.42
ESLE002	(001)	6	30.46	182.76	186.42
ESLE003	(001)	6	30.46	182.76	186.42
ESLE004	(001)	6	30.46	182.76	186.42
ESLG001	(001)	6	30.46	182.76	186.42
ESLI001	(001)	6	30.46	182.76	186.42
FINA102	(001)	4	29.20	116.78	119.12
FINA104	(001)	3	38.94	116.83	119.16
FINA105	(001)	3	38.94	116.83	119.16
FINA110	(001)	9	15.31	137.76	140.58
FINA120	(001)	11	15.31	168.37	171.82

COURSE	VERSION	TOTAL	April 1, 1998	April 1, 1998	April 1, 2000	April 1, 2000
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NUMBER	ASSIGN.	TMA FEE	TOTAL FEE	TMA FEE	TOTAL FEE
FINA130	(001)	10	11.69	116.86	119.20
FINA140	(001)	10	11.69	116.90	119.20
FINA220	(001)	3	38.96	116.87	119.22
FNST030	(001)	6	19.47	116.82	119.16
FNST040	(001)	6	19.47	116.84	119.16
FOOD101	(001)	3	7.85	23.56	24.03
FOOD102	(001)	6	7.85	47.11	48.06
FREN020	(001)	4	28.68	114.71	117.00
	(002)	4	30.46	121.84	124.28
FREN021	(001)	4	30.46	121.84	124.28
FREN100	(001)	7	24.61	172.30	175.70
	(002)	7	24.61	172.30	175.70
	(003)	7	24.61	172.30	175.70
	(004)	7	24.61	172.30	175.70
FREN101	(001)	5	28.72	143.58	146.45
	(002)	7	22.74	159.18	162.33
FREN102	(001)	8	22.74	181.92	185.52
FREN103	(001)	8	22.74	181.92	185.52
FREN160	(001)	8	22.74	181.92	185.52
	(002)	9	20.22	181.96	185.58
	(010)	8	22.74	181.92	185.52
GEOG030	(001)	7	22.02	154.11	157.22
GEOG110	(001)	4	29.03	116.13	118.44
GEOG111	(001)	4	28.82	115.27	117.60
	(002)	4	29.23	116.90	119.24
GEOG230	(004)	3	38.70	116.10	118.41
	(001)	5	23.10	115.49	117.80
GEOG231	(001)	6	19.55	117.29	119.64
GEOG270	(001)	5	23.22	116.10	118.40
	(002)	6	19.35	116.09	118.44
GEOG470	(001)	5	22.83	114.16	116.45

COURSE      VERSION      TOTAL      April 1, 1998      April 1, 1998      April 1, 2000      April 1, 2000

NUMBER	ASSIGN.	TMA FEE	TOTAL FEE	TMA FEE	TOTAL FEE	
GEOG471	(001)	4	28.56	114.22	29.13	116.52
GEOG120	(001)	4	29.22	116.88	29.80	119.20
HEAL310	(001)	3	38.96	116.88	39.74	119.22
HEAL401	(002)	3	38.95	116.86	39.73	119.19
HEAL402	(004)	2	58.43	116.80	59.60	119.14
HEAL403	(005)	3	38.96	116.87	39.74	119.22
	(006)	2	58.44	116.87	59.60	119.21
HIST030	(001)	6	22.02	132.12	22.46	134.76
HIST120	(001)	6	19.54	117.26	19.93	119.58
	(002)	4	29.23	116.90	29.81	119.24
HIST121	(002)	6	19.55	117.29	19.94	119.64
	(001)	6	19.55	117.29	19.94	119.64
	(003)	4	29.20	116.78	29.78	119.12
	(006)	4	29.19	116.76	29.77	119.08
HIST200	(001)	4	58.43	233.72	59.60	238.40
HIST210	(001)	5	22.83	114.16	23.29	116.45
HIST225	(001)	5	23.38	116.91	23.85	119.25
	(003)	4	29.24	116.96	29.82	119.28
	(004)	4	29.23	116.92	29.81	119.24
HIST231	(001)	6	19.14	114.84	19.52	117.12
HIST232	(001)	6	19.14	114.84	19.52	117.12
HIST240	(001)	6	18.61	111.66	18.98	113.88
HIST241	(001)	4	29.23	116.90	29.81	119.24
HIST406	(001)	4	29.03	116.13	29.61	118.44
	(002)	4	27.14	108.54	27.68	110.72
HIST410	(001)	5	69.67	348.34	71.06	355.30
HOME140	(001)	4	14.61	58.44	14.90	59.60
HOME143	(001)	1	20.00	20.00	20.40	20.40
HOME150	(002)	4	14.35	57.40	14.64	58.56
HOME160	(002)	4	14.35	57.40	14.64	58.56
COURSE NUMBER	VERSION	TOTAL ASSIGN.	April 1, 1998 TMA FEE	April 1, 1998 TOTAL FEE	April 1, 2000 TMA FEE	April 1, 2000 TOTAL FEE

HOME170	(001)	6	19.33	116.00	19.72	118.32
HOME179	(002)	5	11.60	58.00	11.83	59.16
HOME181	(001)	3	30.00	90.00	30.60	91.80
HOME190	(001)	3	19.48	58.44	19.87	59.61
HUMN300	(001)	4	58.43	233.72	59.60	238.40
HUMN400	(001)	6	58.43	350.59	59.60	357.60
	(002)	6	58.43	350.59	59.60	357.60
	(003)	7	50.09	350.63	51.09	357.63
HUMN416	(001)	4	29.03	116.13	29.61	118.44
HUMN420	(001)	5	46.43	232.14	47.36	236.80
INTR001	(001)	1	25.45	25.45	25.96	25.96
MAST010	(003)	5	22.40	112.00	22.85	114.25
MATH010	(001)	5	16.91	84.53	17.25	86.25
	(002)	5	16.91	84.55	17.25	86.25
MATH014	(001)	9	13.11	118.02	13.37	120.33
	(003)	9	13.11	117.99	13.37	120.33
MATH024	(001)	8	15.31	122.45	15.62	124.96
	(003)	8	15.31	122.45	15.62	124.96
	(004)	8	15.31	122.45	15.62	124.96
	(005)	8	19.31	154.45	19.69	157.54
MATH034	(003)	8	17.09	136.72	17.43	139.44
MATH100	(002)	6	19.32	115.94	19.71	118.26
	(002)	6	19.32	115.94	19.71	118.26
MATH101	(001)	6	19.48	116.86	19.87	119.22
	(002)	5	23.37	116.86	23.84	119.20
MATH102	(001)	5	23.38	116.91	23.85	119.25
	(003)	5	23.37	116.86	23.84	119.20
	(004)	5	23.37	116.86	23.84	119.20
MATH104	(002)	5	23.37	116.86	23.84	119.20
MATH105	(001)	6	19.55	117.29	19.94	119.64
MATH106	(001)	6	19.55	117.29	19.94	119.64
COURSE NUMBER	VERSION	TOTAL ASSIGN.	April 1, 1998 TMA FEE	April 1, 1998 TOTAL FEE	April 1, 2000 TMA FEE	April 1, 2000 TOTAL FEE
MATH107	(001)	6	19.55	117.30	19.94	119.64

	(002)	6	19.55	117.30	19.94	119.64
MATH110	(001)	10	12.27	122.67	12.52	125.20
MATH111	(001)	8	17.05	136.40	17.39	139.12
MATH120	(001)	8	14.61	116.90	14.90	119.20
MATH121	(001)	6	19.48	116.86	19.87	119.22
MATH150	(001)	4	29.24	116.94	29.82	119.28
MATH210	(001)	6	19.55	117.29	19.94	119.64
	(002)	6	19.47	116.80	19.86	119.16
	(003)	6	19.47	116.80	19.86	119.16
MATH230	(001)	5	23.36	116.81	23.83	119.15
MATH411	(001)	6	25.29	151.74	25.80	154.80
	(002)	5	30.35	151.74	30.96	154.80
MLED450O	(002)	5	23.37	116.85	23.84	119.20
MUST501	(001)	1	116.87	116.87	119.21	119.21
MUST502	(001)	1	116.87	116.87	119.21	119.21
NURS340	(001)	3	19.86	59.59	20.26	60.78
	(004)	6	9.93	59.59	10.13	60.78
	(005)	6	9.93	59.59	10.13	60.78
PGCP010	(001)	4	22.40	89.60	22.85	91.40
PGCP020	(001)	4	22.40	89.60	22.85	91.40
PGEN010	(001)	8	14.51	116.08	14.81	118.44
PGEN020	(001)	5	22.40	112.00	22.85	114.25
	(002)	5	22.40	112.00	22.85	114.25
PGEN030	(001)	5	22.40	112.00	22.85	114.25
PGSC020	(001)	5	22.40	112.00	22.85	114.25
PGSS010	(001)	6	19.54	117.24	19.93	119.58
PHIL100	(001)	6	38.31	229.87	39.08	234.48
PHYS024	(001)	6	19.48	116.88	19.87	119.22
PHYS034	(001)	5	23.37	116.85	23.84	119.20
COURSE NUMBER	VERSION	TOTAL ASSIGN.	April 1, 1998 TMA FEE	April 1, 1998 TOTAL FEE	April 1, 2000 TMA FEE	April 1, 2000 TOTAL FEE
PHYS110	(001)	6	19.48	116.86	19.87	119.22
	(002)	6	19.47	116.84	19.86	119.16

PHYS111	(001)	4	29.20	116.78	29.78	119.12
PNRP101	(001)	6	19.48	116.86	19.87	119.22
PNRP102	(001)	6	38.26	229.56	39.03	234.18
PNRP103	(001)	10	34.44	344.40	35.13	351.30
PNRP104	(001)	4	28.70	114.80	29.27	117.08
PNRP105	(001)	8	28.70	229.60	29.27	234.16
PNRP106	(001)	4	28.70	114.80	29.27	117.08
PNRP107	(001)	4	28.70	114.80	29.27	117.08
POLI200	(001)	5	23.37	116.85	23.84	119.20
	(002)	5	23.37	116.85	23.84	119.20
PPPC101	(001)	6	19.47	116.82	19.86	119.16
PPPC020	(001)	6	19.47	116.82	19.86	119.16
PPPC030	(001)	6	19.47	116.82	19.86	119.16
PREP001	(001)	8	22.02	176.13	22.46	179.68
PSYC024	(001)	6	19.48	116.88	19.87	119.22
PSYC101	(001)	6	19.46	116.76	19.85	119.10
	(003)	4	29.20	116.78	29.78	119.12
	(005)	4	29.20	116.78	29.78	119.12
	(006)	4	28.65	114.58	29.22	116.88
PSYC102	(001)	6	19.54	117.26	19.93	119.58
	(002)	4	29.23	116.90	29.81	119.24
	(005)	4	29.23	116.90	29.81	119.24
	(006)	4	28.65	114.58	29.22	116.88
PSYC210	(001)	7	16.38	114.64	16.71	116.97
PSYC220	(001)	4	29.23	116.90	29.81	119.24
	(002)	5	23.38	116.91	23.85	119.25
PSYC230	(001)	6	19.55	117.29	19.94	119.64
PSYC245	(001)	4	29.22	116.88	29.80	119.20
COURSE NUMBER	VERSION	TOTAL ASSIGN.	April 1, 1998 TMA FEE	April 1, 1998 TOTAL FEE	April 1, 2000 TMA FEE	April 1, 2000 TOTAL FEE
PSYC255	(001)	4	29.22	116.88	29.80	119.20
	(002)	4	29.22	116.88	29.80	119.20

PSYC344	(001)	4	29.23	116.90	29.81	119.24
PSYC345	(001)	4	29.23	116.90	29.81	119.24
PSYC346	(001)	4	29.22	116.88	29.80	119.20
PSYC361	(001)	4	29.22	116.88	29.80	119.20
PSYC362	(001)	4	29.22	116.88	29.80	119.20
PSYC445	(001)	3	38.70	116.10	39.47	118.41
	(002)	3	38.95	116.86	39.73	119.19
PSYC446	(001)	6	19.55	117.29	19.94	119.64
PTRE350	(003)	4	35.00	140.00	35.70	142.80
SCIE010	(001)	5	22.02	110.08	22.46	112.30
SOCI101	(001)	5	23.22	116.09	23.68	118.40
	(003)	4	29.02	116.09	29.60	118.40
SOCI102	(001)	5	22.04	114.18	22.48	112.40
	(003)	5	28.54	142.71	29.11	145.55
SOCI211	(001)	7	33.38	233.63	34.05	238.35
SOCI222	(001)	5	23.37	116.85	23.84	119.20
	(002)	5	23.37	116.85	23.84	119.20
SOCI430	(001)	3	37.55	112.64	38.30	114.90
SOCI431	(001)	3	38.03	114.08	38.79	116.37
SOCI450	(001)	5	22.83	114.16	23.29	116.45
SOCI451	(001)	5	22.83	114.16	23.29	116.45
SOST010	(001)	5	23.02	115.10	23.48	117.40
	(002)	5	23.02	115.10	23.48	117.40
	(003)	5	23.02	115.10	23.48	117.40
SOST028	(001)	6	22.40	134.40	22.85	137.10
	(002)	6	22.40	134.40	22.85	137.10
SPAN100	(001)	8	22.74	181.92	23.19	185.52
SPAN101	(001)	8	22.74	181.92	23.19	185.52
	(003)	7	26.00	182.00	26.52	185.64
COURSE NUMBER	VERSION	TOTAL ASSIGN.	April 1, 1998 TMA FEE	April 1, 1998 TOTAL FEE	April 1, 2000 TMA FEE	April 1, 2000 TOTAL FEE
SSWP107	(001)	7	34.06	238.41	34.74	243.18
SSWP109	(001)	5	47.67	238.36	48.62	243.10

SSWP111	(001)	3	41.73	125.18	42.56	127.68
SSWP112	(001)	3	41.73	125.18	42.56	127.68
SSWP122	(002)	6	19.47	116.32	19.86	119.16
SSWP200	(002)	4	30.83	123.30	31.45	125.80
	(003)	3	41.00	123.00	41.82	125.46
SSWP207	(001)	6	19.47	116.80	19.86	119.16
	(002)	6	19.47	116.80	19.86	119.16
SSWP355	(001)	3	41.73	125.18	42.56	127.68
	(002)	3	41.73	125.18	42.56	127.68
WKPL110	(002)	5	24.16	120.79	24.64	123.20
WKPL120	(002)	4	24.62	98.47	25.11	100.44
WKPL130	(002)	5	24.16	120.79	24.64	123.20
WKPL140	(002)	3	25.67	77.00	26.18	78.54
WKPL150	(002)	5	24.16	120.79	24.64	123.20
WKPL160	(002)	2	27.73	55.45	28.28	56.56
WKPL190	(001)	3	40.25	120.75	41.06	123.18

# LETTER OF UNDERSTANDING # 1

between

THE OPEN LEARNING AGENCY (“THE AGENCY”)

and

FACULTY ASSOCIATION OF THE OPEN LEARNING AGENCY (“THE UNION”)

**Re: Initial Allocation Percentages (Article 8.4 1) a))**

**Examples of Procedures for Percentage Allocation of Students to Tutors**

**Example A: Article 8.4 1) a) ii)**

Tutor 1

Intake Month/Number of Students in Intake of previous year

January	10
March	10
May	4
*July	0
*September	0
November	10

Tutor 2

Intake Month/Number of Students in Intake of previous year

January	5
March	5
May	2
*July	10
*September	10
November	5

\*In July and September, Tutor 1 was on vacation and Tutor 2 covered for Tutor 1 by accepting all available students. When Tutor 2 returned for the November intake the usual historical pattern of allocation was resumed, namely 66 percent for Tutor 1 and 33 percent for Tutor 2. Thus rounding off the numbers, the Tutor Allocation Percentage for this course would be:

Tutor 1: 65 percent

Tutor 2: 35 percent

**Example B: Article 8.4 1) a) iii)**

Assumption: A course with three Tutors

Tutor 1

Intake of previous year/# of students in intake

January	15
March	15
May	20
July	10
September	10
November	10

Tutor 2

Intake of previous year/# of students in intake

January	15
March	15
May	20
July	10
September	10
November	10

Tutor 3

Intake of previous year/# of students in intake

*January	0
*March	0
*May	0
July	10
September	10
November	10

In this case, a third Tutor was hired to teach the course in July. Previously two Tutors had split the course 50/50. Beginning in July the students were split into thirds. By applying the rule of (1) (c), and by making a judgment call in which seniority is factored into multiples of five:

Tutor 1:	35 percent
Tutor 2:	35 percent
Tutor 3:	30 percent

**Changes in Multi-Tutor Courses (Article 8.4 1) e)**

Assumption: In each case;

Tutor A Leaves Employ of the Agency

Tutor B & C do not wish to increase their desired TAP

Tutor D is a New Hire

**Example C**

TUTOR	A	B	C	D	Applicable Rule
Current	60%	20%	20%		8.4 1) e) i) 3rd bullet
Desired	100%	80%	90%		
New Allocation	0%	50%	50%		

**Example D**

TUTOR	A	B	C	D	Applicable Rule
Current	60%	20%	20%		8.4 1) e) i) 2nd bullet
Desired	100%	40%	60%		
New Allocation	0%	40%	60%		

**Example E**

TUTOR	A	B	C	D	Applicable Rule
Current	60%	20%	20%		8.4 1) e) i) 2nd bullet
Desired	100%	40%	40%		
New Allocation	0%	40%	40%	20%	

**Example F**

TUTOR	A	B	C	D	Applicable Rule
Current	60%	20%	20%		8.4 1) e) i) 2nd bullet
Desired	100%	20%	40%		
New Allocation	0%	20%	40%	40%	

**Example G**

TUTOR	A	B	C	D	Applicable Rule
Current	20%	40%	40%		8.4 1) e) i) 3rd bullet
Desired	100%	80%	90%		
New Allocation	0%	50%	50%		

**Example H**

TUTOR	A	B	C	D	Applicable Rule
Current	20%	40%	40%		8.4 1) e) i) 2nd bullet
Desired	100%	40%	50%		
New Allocation	0%	40%	50%	10%	

**Example I**

TUTOR	A	B	C	D	Applicable Rule
Current	50%	40%	10%		8.4 1) e) i) 3rd bullet
Desired	100%	100%	100%		
New Allocation	0%	65%	35%		

**Example J**

TUTOR	A	B	C	D	Applicable Rule
Current	50%	40%	10%		8.4 1) e) i) 2nd bullet
Desired	100%	100%	25%		
New Allocation	0%	75%	25%		

**Example K**

TUTOR	A	B	C	D	Applicable Rule
Current	50%	25%	25%		8.4 1) e) i) 1st bullet
Desired	100%	25%	25%		
New Allocation	0%	25%	25%	50%	

*Kathy Dickinson* \_\_\_\_\_*Don Stanley* \_\_\_\_\_

For the Agency

For the Union

## LETTER OF UNDERSTANDING # 2

between

**THE OPEN LEARNING AGENCY (“THE AGENCY”)**

and

**FACULTY ASSOCIATION OF THE OPEN LEARNING AGENCY (“THE UNION”)**

### **Re: Individual On-Line Computer Courses**

Upon ratification, the Parties agree that the following provisions shall apply retroactively to the date on which Employees began to prepare for individual on-line computer courses beginning September 3, 1996. These provisions shall apply to all on-line computer courses delivered via the continuous enrollment model.

- 1) Continuous enrollment model has no start date and end date and is intended to be used in instances where students are on-line at different stages in a course.
- 2) Allocation of students to Tutors for on-line computer courses shall be in accordance with the provisions of Article 8.4.
- 3) Pay for individual on-line computer courses will be as follows:
  - a) Per Student fees, Course Assignment Fees and Exam Marking Fees, according to the Wage Schedule in Appendix A (Tutor Wage Schedule) and Appendix C (Course Assignment Fee Schedule) of the OLA/FAOLA Collective Agreement.
  - b) Hours worked modifying course material for individual on-line delivery shall be paid at the Computer Course Rate in Appendix A (Tutor Wage Schedule) including time spent on Computer related tasks such as: planning and mounting adaptations of course materials, backing up course materials, converting files, posting course manuals on-line, software problems, etc. The amount of additional hours worked for these and related tasks must be approved in advance by the supervisor and subject to monthly review. Approval shall not be unreasonably withheld. Specific amounts of time required to mount courses shall be established in consultation with the Employees in the subject area.
  - c) Additional hours of work may be required depending on the cluster of activities done on-line and the number of students on-line. Employees shall be paid for all time worked related to on-line asynchronous interaction with students at the Augmented Individual Tutoring Rate in Appendix A (Tutor Wage Schedule). Payment will be made upon prior approval of the supervisor. Approvals shall not be unreasonably denied.
  - d) In addition to the above, the Agency may request the Employee to provide augmentation of individual on-line tutoring by on-site visits or by conferencing in accordance with Article 8.7. Such work shall be paid at the Augmented Individual Tutoring Rate as per

Appendix A (Tutor Wage Schedule). Augmentation is work that is in addition to the regular course activities and materials.

- e) In courses where on-line student participation constitutes an assignment, the Employee shall be paid as per Appendix C (Course Assignment Fee Schedule).

4) **Training**

In accordance with Article 14, training time before and during the course related to the technological requirements of delivering a course via computer technology shall be paid at the Computer Course Rate as per Appendix A (Tutor Wage Schedule).

- a) Training will be provided to **on-line Tutors** unfamiliar with **OLA's** software applications. If not available through OLA, the Agency will provide reimbursement for the course registration fee for approved computer training at an outside facility.
- b) Where Employees are intended to deliver on-line courses and have not delivered on-line before, paid training shall be provided.
- c) Employees who have received the training outlined above but require additional training should review their proposed training needs with their Supervisor. Employees who require additional training shall be paid at the Computer Course Rate as per Appendix A (Tutor Wage Schedule).

5) **Joint Consultation Committee**

The Parties agree that a consultation committee shall be formed, comprised of two representatives appointed by the Agency and two representatives appointed by the Union. The committee shall meet at least once every two months until this agreement is terminated for the purpose of discussing issues relating to computer delivery including technological or course delivery problems. This is an agreed upon committee as per Article 17.2 Governance.

Recommendations arising from this committee shall be subject to ratification between the Parties. Further, the committee shall discuss any Agency plans to introduce course delivery via the Internet, and/or the World Wide Web and/or any new mode of delivery.

- 6) The Agency agrees that notice shall be provided to the Union, in accordance with Article 12.4 and Section 54 of the Labour Relations Code of BC, if applicable, to the introduction of course delivery via the Internet, World Wide Web or any other mode of delivery.

Susan Ney  
For the Agency

Jack Campbell  
For the Union

December 9, 1998

**LETTER OF UNDERSTANDING # 3**

between

**THE OPEN LEARNING AGENCY (“THE AGENCY”)**

and

**FACULTY ASSOCIATION OF THE OPEN LEARNING AGENCY (“THE UNION”)**

**Re: Tutor Marked Assignment (TMA) Rates**

The Parties agree that:

- 1) **all Tutor Marked Assignment (TMA) rates listed in the Collective Agreement Appendix C - Tutor Marked Assignment Fee Schedule and all those TMA’s added by mutual agreement through the life of the Collective Agreement shall be increased by 2.0% effective April 1, 2000.**
- 2) The Parties will attempt to reach agreement on the rates of pay for new Tutor Marked Assignments identified on the TMA Schedule tabled May 28, 1997.
- 3) Where the Parties are unable to reach agreement as identified in 2) above, all unresolved rates of pay will be referred to the procedure as outlined in Article 6.5 3) Job Descriptions and Classifications, and New Duties. The notice periods outlined will be waived, and if the Parties do not reach agreement within sixty (60) calendar days of commencing discussions, either Party may refer the matter to arbitration as set out in Article 5.
- 4) **Any adjustment will be effective from the date of ratification of this Agreement.**

Susan Ney  
For the Agency

Jack Campbell  
For the Union

December 9, 1998

## LETTER OF UNDERSTANDING # 4

between

**THE OPEN LEARNING AGENCY (“THE AGENCY”)**

and

**THE FACULTY ASSOCIATION OF THE OPEN LEARNING AGENCY (“THE UNION”)**

### **I. Re: Tutor Leaves and Substitution**

Purpose: To augment existing language within the agreement to allow for consistent application of leave and substitution provisions.

- 7) The Employment Standards Act requires that all Employees who have worked less than five (5) years take a minimum of two (2) weeks off per year and those who have worked five (5) or more years must take a minimum of three (3) weeks off. It is agreed that time off need not be taken in consecutive weeks. All Tutors must meet their minimum annual vacation requirements.
- 8) For the purpose of calculating vacation used, the following has been determined. For Tutors requiring one complete set of office hours off (e.g., they provide hours Mondays and Thursdays – Monday and Thursday off would be one set), they will be deemed to have had one week vacation. If a Tutor provides office hours on three (3) different days, each day will be considered 1/3 of a vacation week for the purpose of calculating remaining entitlement, 4 days of office hours, each day is 1/4, etc.
- 9) Short-term leaves are absences of two (2) months or less. For short-term leave situations, Substitutes and Temporary Tutors shall be compensated for the applicable fees for all assignments marked (per Appendix C) and exams marked at the Exam Marking rate (per Appendix A). Temporary Tutors will receive the hourly rate for each office hour required at the Additional Office Hour rate (per Appendix A) and Substitute Tutors will receive the hourly rate for each additional office hour required at the Additional Office Hour rate (per Appendix A). In addition, Temporary Tutors shall receive the Monthly Stipend (per Appendix A) for the period of their appointment. It is understood that Temporary and Substitute Tutors will not receive the “Per Student Fee” during the period of replacement.
- 10) Where a Tutor taking a short-term leave teaches multiple courses which are divided between Substitutes and/or Temporary Tutors, the direct supervisor shall negotiate with the Substitute and/or Temporary Tutors to determine an appropriate complement of office hours. For example, if a Tutor is providing substitution for a low enrollment course, there may be no requirement for additional office hours. However, in high enrollment courses, the Substitute Tutor may be required to assume up to all of the office hours of the Tutor on leave. The latter scenario may result in the Substitute Tutor providing more than five (5) office hours per week for the period of the Tutor’s leave and being compensated for the additional time at the “Additional Office Hour” rate per Appendix A.
- 11) For long term leaves, leaves longer than two (2) months, the TAP for the Tutor on leave will be reverted to zero and the Substitute or Temporary Tutor’s TAP increased by the corresponding amount. This will result in the Substitute or Temporary Tutor receiving base pay for all newly

registered students. Adjustments in office hours will be made consistent with the provisions of Article 8 – Workload and in consultation with the Substitute or Temporary Tutor to ensure that newly registered and active students receive satisfactory service. The Substitute or Temporary Tutor will not receive any payment for the additional office hours as a result of the assumption of the students given that they will receive all TMA’s and “Per Student Fees” for new enrollees.

12) The Agency will provide the Union with copies of all memos to Tutors confirming vacation plans and/or office hours for substitution once plans have been negotiated.

13) On occasion, the Agency will determine that a Substitute or Temporary Tutor is not required. An example of this type of occasion may be vacation leaves for less than one week. In these approved circumstances, arrangements will be made to notify students of the lack of availability of a Tutor.

Susan Ney  
For the Agency

Jack Campbell  
For the Union

December 9, 1998

## **LETTER OF UNDERSTANDING # 5**

**between**

**THE OPEN LEARNING AGENCY (“THE AGENCY”)**

**and**

**THE FACULTY ASSOCIATION OF THE OPEN LEARNING AGENCY (“THE UNION”)**

**Re: Human Resources Database**

**The Parties believe that their on-going and collective bargaining relationships are enhanced through useful, timely and accessible data on relevant human resources matters, including those listed below.**

**The Parties agree to provide and support the accumulation and dissemination of available data to the Centre for Education Information Standards and Services, or some other mutually agreed upon organization. The Parties may undertake joint projects for the comparative analysis of such data.**

**The Parties recommend that the Ministry of Advanced Education, Training and Technology provide funding to assist in the gathering, analysis, and maintenance of such data through the agreed-upon organization.**

**Relevant Matters Include:**

**a) Health and Welfare**

- **Types of coverage**
- **Participation rates**
- **Premiums**
- **Cost sharing**
- **Commission costs**
- **Available studies commissioned by Government agencies (e.g. comparative benefit analysis)**
- **Carrier contracts**

**b) Collective Bargaining**

- **Salary information by classification**
- **Demographics: age, sex, salary, placement, status**
- **Analysis of local Collective Agreements within the system**
- **Pension plan Participation rates**

**c) Contract Administration**

- **Arbitration. Labour Relations Board and other decisions and costs thereof for the system**
- **Local Letters of Understanding**

Susan Ney  
For the Agency

Jack Campbell  
For the Union

November 18, 1998

## LETTER Of UNDERSTANDING # 6

between

**Open Learning Agency (OLA)**

and

**Faculty Association of the Open Learning Agency (FAOLA)**

### **Re: Delivery of Courses via the World Wide Web**

Web-based courses have exciting potential for bringing Tutors and Students together to create rewarding, flexible and progressive learning environments. The Parties agree:

- that quality of service to students is of utmost importance to the long-term success of Web-based courses;
- that Web-based courses are designed for independent learning, and;
- that the expectation is that the responsibilities and duties of Tutors tutoring Web-based courses are similar to those tutoring print-based courses.

With these understandings, the Parties agree that the following provisions will apply to the introduction and ongoing delivery of courses on the World Wide Web via the continuous enrollment model.

1) The following courses shall be offered under the terms of this Letter of Understanding:

SOCI 101	Introduction to Sociology I (3.0)
SOCI 102	Introduction to Sociology II (3.0)
GEOG 270	Geography of British Columbia (3.0)
PSYC 230	Introduction to Applied Social Psychology (3.0)
ADMN 380	International Business (3.0)
WKPL 109	The Role of the Supervisor (0.5)
WKPL 110	Leadership Skills (2.5)
WKPL 120	Operational Aspects of Management (2.0)
WKPL 130	Interpersonal Skills (2.5)
WKPL 140	Financial Aspects of Management (1.5)
WKPL 150	Human Resource Development (2.5)
CMPT 108	Introduction to Information Technology (1.5)

2) The Agency shall provide sixty (60) calendar days notice to the Union of implementation of courses developed for Web delivery after the signing of this Agreement. In the case of credit courses, this notice shall include the course name, course description, credit value and number of assignments. In the case of non-credit Web-based courses, this notice shall include the course name, course description, number of assignments and a proposed rate of compensation, including rationale.

Unless the Union notifies the Agency in writing within fourteen (14) calendar days of receipt of the above notice, the terms and conditions outlined in this Letter of Understanding or, for non-credit courses, the terms and conditions outlined in the notice, shall apply. If the Union objects to the terms and conditions for these courses within the given time limit, the Parties shall meet within seven (7) calendar days to discuss and resolve the objections raised. If the Parties do not reach agreement within thirty (30) calendar days of the notice being given, either Party may refer the matter to arbitration. The agreement of the Parties or the decision of the arbitrator shall apply retroactively to the commencement of the course.

- 3) Web-based courses offered in the continuous enrollment model have no start or end date. Students enrolled in the continuous enrollment model work at their own pace and it is likely that, at any given time, Tutors will have students who are completing various stages of the course.
- 4) Both Tutors and the Agency recognize that technical proficiency is an important aspect of Web-based tutoring. All Regular Tutors, employed as of the signing date of this Letter of Understanding, who wish to participate in Web-based delivery will complete the Agency's competency-based training necessary to deliver courses on the Web. In accordance with Article 14, Agency sponsored training time shall be paid at the Computer Course Rate in Appendix A. All Tutors who complete the Agency Web-based training program will be provided the opportunity to tutor their courses in the Web-based delivery model.
- 5) In the case of multi-tutor instruction of the same course during the life of this Letter of Understanding, students will be allocated on an equal basis. Upon termination of the Letter of Understanding on December 31, 1999, the Parties agree to discuss and implement an appropriate TAP formula.
- 6) For all Web-based courses offered subsequent to those listed in #1 above, Tutors will receive sixty (60) days notice when a course they currently tutor is scheduled for delivery via the Web. Tutors who wish to deliver Web-based offerings will respond to the Agency within ten (10) days of receipt of notice. The process shall then follow 4) and 5) above.
- 7) In the interest of maintaining a quality service for students, the Agency may, at its discretion, choose to institute a Web Mentoring process. It is understood that any Tutor access to the Web Mentor is compensated under the \$120 flat rate fee.
8. Tutors assigned to Web-based courses are expected to attend an orientation session; the Agency may at its discretion waive this session. Tutors will be compensated for their time in attendance at the orientation session at the Computer Course Rate in Appendix A (Tutor Wage Schedule) and travel expenses as in Appendix B (Tutor Expense Schedule).
9. Tutors are encouraged to communicate their training needs to the Agency.

10. Payment to Tutors for Web-based courses will be consistent with the following provisions:

a) The Tutor shall receive a flat rate of \$120 per student per 3.0 credit course paid over an eight (8) month period. It is understood that this fee fully compensates the Tutor for seeing the student through the course, including one extension. If a student cancels or withdraws from the course, the flat rate will be pro-rated based on the student's actual time in the course. Tutors in Web-based courses will not receive the Monthly Stipend, Per Student Fee or TMA fees. In courses where the credit value is either greater than or less than 3.0, the flat rate per student will be adjusted accordingly.

b) The flat rate of \$120 per student compensates Tutors for the following:

- (i) administrative setup of a student;
- (ii) making initial contact with the student within two (2) weeks of the Tutor's being advised of the student's registration;
- (iii) maintaining regular contact with the student;
- (iv) responding to all student queries by phone or e-mail within 48 hours; an auto-reply message is acceptable during a Tutor's days off or on General Holidays, or in cases of emergency. The aim of this provision is to ensure timely response to student queries. Typically, there is no requirement for office hours for students in Web-based courses; however tutors will make their OLA phone numbers available to students, to be used on an emergency basis only.

In a very few instances, courses have an oral component (e.g., Language courses) and Tutors may be required to have office hours. However, the principle remains: the responsibilities and duties of Tutors in Web-Based courses are comparable to those in print-based courses. Courses that include an oral component will be examined on a case by case basis to ensure that workloads are comparable;

- (v) Marking all assignments, where assignments may include moderation and evaluation of course conferences. It is assumed that the responsibilities and duties of Tutors in Web-based courses are comparable to those in print-based courses; to this end the Agency may consult with the course Tutors as part of the process of initially modifying the course for the Web.
- (vi) Communicating any problems with the courses, both academic and technical, to the designated Agency employee. The Tutor is not

responsible for course maintenance or modification. Tutors will be provided with the names of designated Agency employees to whom to refer changes.

(vii) Tutors shall be compensated for exam marking at the Exam Marking rate.

- 11) Pay for Substitute and Temporary Tutors will be a pro-rated portion of the flat rate. Substitute and Temporary Tutors will receive \$10 per month per student for extensions to compensate for no fee past the initial \$120 to the regular Tutor.
- 12) The Agency reserves the right to access Web courses on an ongoing basis. The Tutor as a courtesy will be informed of occasions of supervisor access to course conferences.
- 13) The Parties agree that unless renewed, this Letter of Understanding will terminate on December 31, 1999. The Parties will have ninety (90) calendar days subsequent to December 31, 1999 to either:
  - a) agree on terms for continuation of the Web delivery, or;
  - b) submit the differences that exist between the Parties to an arbitrator for final and binding resolution.

Until a replacement agreement is signed, the terms and conditions outlined in this Letter of Understanding shall remain in full force and effect.

Susan Ney  
For the Agency

Jack Campbell  
For the Union

November 19, 1998

Signed this on the \_\_\_\_ day of \_\_\_\_\_, 1999.

For the Union:

For the Agency:

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Bernadette Harris

Sid Segal

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Veda Abu-Bakare

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Susan Ney

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Don Stanley

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Denise Fallis

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Martin Petter

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Barry Carbol