

ARTICLE 8 - WORKLOAD

8.1 Hours of Work

8.1.1 Duties may be normally assigned to Employees between 0830 and 1730, Monday to Friday. Duties assigned outside such hours must be by mutual agreement between the Employee, the Manager, and the Department subject to the following provisions:

8.1.1.1 The agreement of the Union, in addition to that of the Employee, the Manager, and the Department, is required when:

8.1.1.1.1 An Employee is assigned duties on a Saturday, Sunday or statutory holiday, or;

8.1.1.1.2 An Employee is assigned duties so that one half or more than one half of the duties in a day are assigned before 0800 hours or after 1600 hours, or;

8.1.1.1.3 An Employee is assigned duties so that more than nine (9) hours will elapse from the beginning of a work day until the end, and;

8.1.1.2 No duties will be undertaken outside the normal hours of work until five (5) working days after notice of the agreement between the Employee, their Department and their Manager as set out in Article 8.1.1 has been forwarded by the Department to the Union and Human Resources.

8.1.1.3 All agreements for work outside of the normally assigned hours will have a term of no more than one (1) year unless otherwise agreed to by all necessary parties. Such agreements may be renewed.

8.1.1.4 The Parties agree that where there is a need to assign Faculty members in the Nursing Department to instruct in a clinical setting on Saturday or Sunday the following provisions will govern assignment of such duties.

8.1.1.4.1 Such assignments require the agreement of the Faculty member assigned.

8.1.1.4.2 Such assignments will be either Saturday or Sunday, but not both.

8.1.1.4.3 Each hour worked on a Saturday or Sunday will be calculated as one and one third ($1\frac{1}{3}$) hours towards class contact hours as set out in Article 8.2.3.

8.1.1.5 The Parties agree that Specialized Faculty in Library Services may be assigned work within the following hours from the week following Labour Day each year until May 31 of the following year and exclusive of Winter and Spring Break periods:

Monday through Thursday from 0800 hours to 2030 hours
 Friday from 0800 hours to 1700 hours
 Saturday from 0900 hours to 1700 hours
 Sunday from 1200 hours to 1700 hours

- 8.1.1.5.1 Such assignments will be subject to the payment of the premiums set out in Article 15.15.3, except for work performed on a Saturday or Sunday.
- 8.1.1.5.2 Each hour worked on a Saturday or Sunday will be calculated as one and one third (1⅓) hours of duty for the purposes of Articles 8.2 and 8.5.
- 8.1.2 When the Employee must travel farther to other than the Employee's usual place of work in order to fulfill assigned duties, the additional travelling time shall be included in the calculation of assigned duty time.
 - 8.1.2.1 Additional transportation cost in such a case shall be paid by the Employer but if the Employee provides the transport then mileage allowance shall be paid as in Article 15.
 - 8.1.2.2 For each Employee a specified "usual place of work" shall be designated, this being the BCIT Campus at 3700 Willingdon Avenue, Burnaby, B.C., unless another BCIT Campus location or satellite is specified by the Employer in writing addressed to the Employee. There shall be no change in any Employee's designated "usual place of work" without the Employee's agreement.
- 8.1.3 A Regular full-time Employee whose workload in day Technology Programs is designated as a partial load under Articles 8.2.3, 8.2.4 or 8.3.1, shall be given the opportunity to make up a full workload, as mutually agreed by the Parties in each specific case, through work in Part-Time Studies and Industry Services or other areas at the Employee's regular salary.
- 8.1.4 Subject to agreement by the Employee and the Parties, the workload of a Regular Faculty Employee may be a combination of duty in day Technology Programs, Part-Time Studies, Industry Services, and in evening classes. In calculating the workload hours the rate of equivalence shall be: one (1) hour of duty outside the hours of work as stated in Article 8.1.1 is equivalent to one and one-third (1-1/3) hours of duty, unless this calculation is altered in a particular case by mutual agreement.
 - 8.1.4.1 An Employee whose workload is a combination of instruction in day classes in Technology Programs and instruction in evening classes, as in Article 8.1.4, shall only be entitled to overtime pay or time off in lieu of overtime pay for those workload hours, calculated as in Article 8.1.4, which are in excess of 17 contact hours per week.
- 8.1.5 Nine Day Fortnight
 - 8.1.5.1 Technical Staff, Assistant Instructors and Faculty Employees who have no assigned student contact hours may, with the agreement of the Union and the Manager, arrange their hours so as to result in a nine-day fortnight.
 - 8.1.5.2 When establishing the hours of work, the Employees concerned and the Manager shall be guided by the following:
 - 8.1.5.2.1 Service shall not be diminished or diluted;
 - 8.1.5.2.2 A three (3) month trial period shall be implemented;
 - 8.1.5.2.3 If either party, at the end of the three (3) month trial period, deems that the nine-day fortnight has diminished or diluted service, then the nine-day fortnight shall be abandoned. Hours of work will then be as before the trial period.

8.1.5.2.4 Any nine-day fortnight system which has passed the trial period above shall be subject to reassessment once each academic year thereafter. Continuance of the system is contingent upon service being maintained at appropriate levels.

8.2 Faculty Workload

8.2.1 The Department mean of student contact hours per Faculty Employee exclusive of the Manager shall not exceed 20 hours per week in any term. No individual Faculty Employee shall have contact hours in excess of 22 hours per week in any term, except by mutual agreement of the Parties, with concurrence of the Department concerned, in terms where a high attrition rate is expected.

8.2.2 Assigned Faculty activities other than student contact hours shall not exceed traditional levels unless agreed by the Employee, the Manager, the Dean and the Union.

8.2.3 A Faculty Employee who is scheduled for an average of 15 class contact hours per week for teaching Faculty, or 35 duty hours per week for Specialized Faculty, shall be considered full-time.

8.2.4 Faculty Employees with less than an average of 15 class contact hours per week or 35 duty hours per week respectively may be considered by mutual agreement of the Parties to have a partial workload. Any other provision of this Agreement notwithstanding, no full-time Employee shall be changed to part-time status except by mutual agreement of the Parties and the Employee.

8.2.5 In addition to the normal 15 class contact hours per week, Faculty Employees are expected to be available for student consultation by office hours or by appointment. Normally a minimum of five (5) student contact hours per week should be scheduled for this purpose. A schedule should be posted.

8.2.6 Departments will make every reasonable effort to ensure that individual Faculty Employees are assigned no more than an average of 15 class contact hours per week over the course of an academic year. Where this average is not achieved, the Department will develop a workload plan that will result in the Faculty Employee working an average of 15 class contact hours over the two academic year period concluding with the completion of the next academic year.

8.2.7 Student/Staff Ratios

8.2.7.1 Student/Staff ratios as they exist at the end of terms 1 and 3, 1975 shall be jointly examined and, by mutual agreement, improved where necessary to maintain a satisfactory learning environment or to provide more equitable workload in the Institute.

8.2.7.2 Agreement on alterations of workload (which includes Student/Staff ratios) shall be negotiated by the Labour/Management Committee.

8.3 Assistant Instructor Workload

8.3.1 An Assistant Instructor who is scheduled for 35 hours per week shall be considered full-time. Assistant Instructors with less than 35 hours per week may be considered by mutual agreement to have a partial workload. Any other provision of the Agreement notwithstanding, no full-time Employee shall be changed to part-time status except by mutual agreement of the Parties.

8.3.2 A full-time workload for Assistant Instructors may be a combination of class contact (teaching) hours and other duties and in this case the teaching contact hours shall be prorated on an equitable basis by mutual agreement.

8.4 Technical Staff Workload

8.4.1 A Technical Staff Employee who is scheduled for 35 hours per week shall be considered full-time. Technical Staff Employees with less than 35 hours per week may be considered by mutual agreement to have a partial workload. Any other provision of the Agreement notwithstanding, no full-time Employee shall be changed to part-time status except by mutual agreement of the Parties.

8.4.2 A full-time workload for Technical Staff may be a combination of class contact (teaching) hours and other duties and in the case of the teaching contact hours shall be prorated on an equitable basis, by mutual agreement.

8.5 Overtime

8.5.1 When the workload of a Regular Faculty Employee in day classes of Technology Programs exceeds the maximum of student contact hours per week stated in Article 8.2.1, the Regular Faculty Employee shall be paid for each additional student contact hour at an hourly rate calculated as no less than the Employee's gross monthly salary divided by 60, or, at the Employee's option and with the concurrence of the Union, shall be guaranteed a reduction in time in the following term equal to the overload.

8.5.2 Subject to Article 9.2 (Annual Vacation) and Article 8.5.1 when the teaching and student evaluation duties of a Faculty Employee in day classes of Technology Programs are assigned during a total of more than nine (9) months in an academic year, the Regular Employee shall be paid for each additional hour at an hourly rate calculated as no less than the Employee's gross monthly salary divided by 60.

8.5.3 If overtime pay is claimed under Articles 8.5.1 or 8.5.2, it shall in any case be at a rate no less than the Employee would have been paid had that Employee been teaching a similar course for Part-Time Studies.

8.5.4 Specialized Faculty, Assistant Instructors, and Technical Staff shall normally be assigned no more than 35 hours of duty per week subject to the other provisions of Article 8.5.

8.5.5 For Specialized Faculty, Assistant Instructors and Technical Staff, calculation of hourly pay for overtime will be based on a sum equal to 1/152 of the Employee's monthly salary. Time and one-half will be one and a half times this sum per hour, and double time will be twice this sum per hour.

8.5.6 For Specialized Faculty, Assistant Instructors and Technical Staff, any hours worked in excess of 35 hours per week, days of rest and holidays excepted, shall be paid at time and a half. Work on days of rest or holidays (as defined in Article 9.1 Holidays) shall be paid at double time.

8.5.7 Article 8.5.4 notwithstanding, no Specialized Faculty, Assistant Instructor or Technical Staff Employee shall be required to work more than an average of 10 hours per week overtime in any given term.

8.5.8 An Employee's overtime will be paid as a lump sum or as equivalent time off at the option of the Employee.

8.5.8.1 Where an Employee elects to take equivalent time off, the time off must be

scheduled by mutual agreement between the Employee and the Employer. The equivalent time off must be scheduled in the fiscal year in which it is earned.

8.5.8.2 If an Employee is unable to schedule and take their equivalent time off within the fiscal year in which it was earned, the Employee's overtime will be paid out no later than the pay period that encompasses March 31.

8.5.8.3 An Employee's lump sum payment or equivalent time off will be paid at the rate and step at which it was earned.

8.5.9 Except in an emergency situation, any Specialized Faculty, Assistant Instructor or Technical Staff Employee may refuse overtime. Refusal to work overtime shall not be considered a factor in any application for any other position or performance appraisal.

8.5.10 When in an emergency situation, any Specialized Faculty, Assistant Instructor or Technical Staff Employee is required to work overtime, the Employer must notify the Union in writing within one (1) working day of the assignment of overtime.

8.5.11 When an Assistant Instructor or Technical Staff Employee has been assigned duties involving the preparation or marking of student assignments or exams that need not be done on campus, then that Employee shall be entitled to be on duty off campus during normal duty hours, provided the Employee's other duties do not require the Employee's presence on campus. The Manager shall authorize on-duty off-campus work in any such case.

8.5.12 For the purpose of Articles 8.5.6 and 8.5.7, when an Employee whose normal working hours consist of 35 duty hours per week is required to make a special trip to the Institute whether on a regular or occasional basis for specific assigned duties, then any overtime work calculation applicable shall be based on portal-to-portal time.

8.6 Month Free Of Teaching

8.6.1 Faculty shall have one (1) month free of teaching and student evaluation (examination, marking and marks review) duties. It is the responsibility of the Department to determine and schedule, consistent with fair treatment for each Employee within the Department, the duties to be undertaken during this month for the effective operation of the Department.

8.6.2 In those Departments where enrolment numbers are recognized by the Department as a problem, the duties so assigned may include activities designed to create a more satisfactory enrolment situation.

8.6.3 Assignment of duties under Article 8.6 shall be determined by the Department.

8.6.4 An Employee shall not be required to be in attendance at the Institute except as required for performance of duties assigned in Articles 8.6.1, 8.6.2, and 8.6.3.

8.6.5 This month may be scheduled by segments at the option of the Department concerned, consistent with fair treatment of each Employee within the Department, and is not included as part of the Employee's Annual Vacation or of Term, Spring, or Winter break periods.

8.7 Break Periods

8.7.1 For Regular and Temporary Instructional Employees, Term, Spring and Winter break periods are not considered vacation periods. Duty allocations during Term, Spring, and Winter break periods shall be decided by each Department, consistent with fair treatment for each Employee within the Department, and any Employee without such assigned duty

shall not be required to be in attendance at the Institute.

8.7.1.1 Regular and Temporary Non-Instructional Employees are entitled to Winter break period as set out in Letter of Understanding RE Winter Break Period for Non-Instructional Employees.

8.8 Workload Assignments and Dispute Resolution (Faculty and Assistant Instructors)

8.8.1 In determining assignment of workloads for instructional staff, the following non-exclusive list of factors shall be taken into account by the Department:

- number of students per instructional grouping
- nature of courses
- number of different courses
- marking requirements
- need for, and availability of, instructional support
- concurrent instructional activities
- assigned administrative and other non-instructional responsibilities
- office hours
- whether the Employee is teaching the course for the first time
- variation or changes in curriculum
- specific instructional needs of students
- assigned Prior Learning Assessment activities

8.8.2 The Institute and the Union recognize that disputes may arise regarding workload assignments within a Department.

8.8.3 An Employee or a group of Employees may dispute a proposed workload assignment by advising members of their Department in writing why they dispute the proposed workload. The Department shall provide a written response to the Employee(s) within five (5) working days of the letter being received by the Department. Where the Department does not agree that there is merit to the dispute, it shall provide written reasons for this finding.

8.8.4 If the Employee(s) is/are not in agreement with the findings of the Department and/or its remedy, the Employee(s) may refer the complaint to the appropriate Dean/Director who shall within five (5) working days investigate the matter. Upon completion of this investigation the Dean/Director shall provide the Employee(s) and the Department with written recommendations on how to resolve the dispute.

8.8.5 If the Dean's/Director's response does not resolve the dispute, the Employee(s) may, within five (5) working days of receiving the Dean's/Director's response submit the dispute to the Instructional Workload Disputes Committee, which shall consist of five (5) persons appointed by the Union from among its membership or staff, and five (5) persons from among excluded personnel appointed by the Vice-President, Academic, or designate. Each complaint shall be heard by a panel of four (4) Committee members, two (2) designated by each of the Union and the Institute. The Panel shall name a voting chair from among the four panel members. No panel member shall be from the Department in which the complaint originates. In the case of a deadlock, the Panel shall appoint an additional member from among the remaining members of the Committee, to be named by lot.

8.8.6 The Panel shall, within 10 working days, forward its findings with respect to the complaint, together with any recommendation for remedy to the Complainant(s), the appropriate Dean/Director and Department, with a copy to the Vice-President, Academic, or designate, and the Union.

- 8.8.7 The recommendations of the Panel must be consistent with the objectives of the Department as set by the Manager in accordance with Article 14.1 of the Collective Agreement.
- 8.8.8 Within five (5) working days of receiving the Panel's decision, the Dean/Director and the Department shall advise the Vice-President, Academic, or designate, with a copy to the Union, how the recommendations of the Panel will be implemented or how the problem(s) identified in the findings will be remedied.
- 8.9 Workload Assignments and Dispute Resolution (Non-Instructional Staff)
- 8.9.1 The Institute and the Union recognize that as part of the annual planning cycle disputes may arise with respect to workload assignments for non-instructional staff.
- 8.9.2 An Employee or a group of Employees shall have the opportunity to dispute workload assignments two times per year on dates determined by the Department.
- 8.9.3 An Employee or group of Employees may dispute a proposed workload assignment by advising members of their Department in writing why they dispute the proposed workload. The Department shall provide a written response to the Employee(s) within five (5) working days of the letter being received by the Department. Where the Department does not agree that there is merit to the dispute, it shall provide written reasons for this finding.
- 8.9.4 If the Employee(s) is/are not in agreement with the findings of the Department and/or its remedy, the Employee(s) may refer the complaint to the appropriate Dean/Director who shall within five (5) working days investigate the matter. Upon completion of this investigation the Dean/Director shall provide the Employee(s) and the Department with written recommendations on how to resolve the dispute.
- 8.9.5 If the Dean's/Director's response does not resolve the dispute, the Employee(s) may, within five (5) working days of receiving the Dean's/Director's response submit the dispute to the Non-Instructional Workload Disputes Committee, which shall consist of three (3) persons appointed by the Union from among its membership or staff, and three (3) persons from among excluded personnel appointed by the appropriate Vice-President(s). Each complaint shall be heard by a panel of four (4) Committee members, two (2) designated by each of the Union and the Institute. The Panel shall name a voting chair from among the four panel members. No panel member shall be from the Department in which the complaint originates. In the case of a deadlock, the Panel shall appoint an additional member from among the remaining members of the Committee, to be named by lot.
- 8.9.6 The Panel shall, within 10 working days, forward its findings with respect to the complaint, together with any recommendation for remedy to the Complainant(s), the appropriate Dean/Director and Department, with a copy to the appropriate Vice-President(s), and the Union.
- 8.9.7 The recommendations of the Panel must be consistent with the objectives of the Department as set by the Manager in accordance with Article 14.1 of the Collective Agreement.
- 8.9.8 Within five (5) working days of receiving the Panel's decision, the Dean/Director and the Department shall advise the appropriate Vice-President(s), with a copy to the Union, how the recommendations of the Panel will be implemented or how the problem(s) identified in the findings will be remedied.