

**COLLECTIVE AGREEMENT**

**BETWEEN**

**INSTITUTE OF INDIGENOUS GOVERNMENT**

**A Public Post Secondary Institution  
governed by the Colleges & Institutes Act  
and an Employer within the meaning of  
The Labour Relations Code of British Columbia**

**(Hereinafter called the “Employer”)**

**AND**

**THE INSTITUTE OF INDIGENOUS GOVERNMENT  
STAFF AND FACULTY ASSOCIATION**

**The authorized bargaining agent for employees of  
The Institute of Indigenous Government  
covered by the Certificate of Bargaining Authority**

**(Hereinafter called the “Union”)**

**Effective from September 1, 1998 to and including March 31,  
2001.**

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**1. PREAMBLE**

This Agreement is designed to provide a fair and reasonable method by which the Employer and the Faculty and Staff members covered by this Agreement can participate through their exclusive bargaining agent in the establishment of terms and conditions of their employment and establish an orderly procedure for the resolution of differences between the Employer and the Faculty and Staff who are members of the bargaining unit.

**2. MANAGEMENT RIGHTS**

The management and direction of the Employer's operations, including the right to hire, promote, lay off and direct employees; to determine qualifications and criteria in hiring; to set standards for work and class schedules; to discipline, suspend, dismiss for proper cause is vested exclusively in the Employer, subject to the terms and conditions of the Collective Agreement.

The exercise of management's rights shall be done reasonably and fairly.

**3. BARGAINING UNIT DESCRIPTION**

- a) The bargaining unit description for employees in this unit is the continuing and term employees of the Institute of Indigenous Government primarily involved in teaching, counseling and/or providing support services at and from the Institute.
- b) At the signing of this Agreement, the positions not included in the Bargaining Unit are:
  - President
  - Bursar
  - Dean of Academic Affairs
  - Accountant
  - Executive Coordinator
- c) The parties shall make changes to the above list by mutual agreement. In the event that the parties cannot mutually agree either party may take recourse as provided in the BC Labour Relations Code.

- d) Students funded under the provincial work study programs and Elders are not members of the bargaining unit.

#### **4. UNION SECURITY**

##### **4.1 Union Recognition**

The Employer recognizes the union as the sole bargaining agent for the employees of the bargaining unit and agrees to work with the Union committee to achieve peaceful and amicable settlement of any difference which may arise.

The Employer agrees that it will not discriminate against any persons, who are authorized to act on behalf of the Union, for carrying out duties proper to these positions.

##### **4.2 Union Security**

All employees now members of the Union shall, as a condition of employment, continue to be members of the Union. All employees who, at the time of certification (May 8, 1998), did not become members of the Union shall be given the opportunity to become, and continue to be, members in good standing. If they chose to not become members within ten (10) days of the signing of this Agreement, as a condition of their continuing employment they shall authorize the deduction of an amount equal to the union dues paid by other employees, and have the amount remitted to the Union.

All new employees including casual workers, subject to Article 6, Employee Status, shall as a condition of employment, become members of the Union.

##### **4.3 Dues Checkoff and Initiation Fees**

- a) In the first pay period of each month, the Employer agrees to deduct from all employees of the bargaining unit an amount equal to the monthly dues, initiation fees, and assessments of the Union on a bi-weekly basis, upon receipt of a written assignment from the employee for this purpose.
- b) The Union shall advise the Employer in writing of all dues, initiation fees and assessments required by the Union.

- c) All union dues and initiation fees or assessments so deducted shall be remitted by the Employer to the Secretary of the Union within ten working days (10) after the date said deductions were made.
- d) The monies shall be remitted together with a list of the names of the employees from whom such deductions were made. The list shall also include the following information for each employee:
  - i) employee status
  - ii) total wages
  - iii) employee number
  - iv) payroll number
  - v) the amount of the deduction

## **5. UNION REPRESENTATION (GENERAL)**

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

## **6. EMPLOYEE STATUS**

### **Definitions**

**Continuing Employee** - is an employee, either faculty or staff, who works either full-time or part-time and whose work is ongoing and continuous and without a specified end date.

**Term Employee** - is an employee, either faculty or staff, who works either full or part time, and whose term of employment has a defined beginning and end date.

**Casual Worker** - works for brief periods not exceeding thirty (30) continuous working days, usually to assist in periods of work overloads, temporary vacancies or to replace continuing or term employees who have been granted leave under this Agreement.

Casual workers are not members of the bargaining unit until they have worked the maximum thirty (30) days in a twelve month period, at which time they must join the Union

**7. TECHNOLOGICAL CHANGE**

- a) For the purposes of this Agreement, technological change means changes introduced by the Employer in the manner, method, or procedure in which it carries out educational operations and services as a result of a change in equipment or material where such technological change significantly affects the terms and conditions of the Collective Agreement or security of employment of employees in the bargaining unit.
- b) When the Employer intends to introduce technological change it shall notify the Union in writing of its intention at least three (3) months in advance, and to update the information provided as new developments arise and modifications are made.
- c) The notice given shall contain the following information:
  - i) the nature of the technological change
  - ii) the date on which the employer proposes to effect the change
  - iii) the approximate number and type of employees likely to be affected by the change
- d) Where the Employer has notified the Union of its intention to introduce technological change, the parties will meet within thirty (30) calendar days to commence discussions about impacts on employees. The discussions will include the appropriateness of retraining.
- e) Technological change shall not include normal lay-offs resulting from a cessation of work.

**8. SENIORITY**

- a) The seniority date for full-time continuing employees, will be established from their first day of hire as a continuing employee commencing no earlier than May 8, 1998 and be calculated on the basis of completed

years. The seniority ranking of the current continuing employees as of May 8, 1998 is as follows:

<u>Faculty</u>	<u>Staff</u>
1. Sylvia Walsh	1. Roberta Blind
2. Theo Collins	2. Harry Lavalee
3. Alejandro Palacios	3. Lee Muldoe
4. Eric Ostrowidzki	4. Gloria Morgan
5. Jenny Blankenship	
6. Lix Lopez	

- b) Part-time employees shall accrue seniority on a pro rata basis, for days on which they have received regular pay. One year will be the equivalent of 260 days.
- c) Term employees shall accrue seniority as term employees for purposes of:
  - i) Layoff and recall as described in Article 13, Layoff and Recall.
  - ii) Application for continuing positions as an internal applicant as described in Article 11, Job Postings and Vacancies after earning the equivalent of two years of seniority.

Calculation of seniority for term employees is as follows:

- i) Term faculty employees accrue seniority based on courses taught.
- ii) Term staff employees accrue seniority based on days which they received regular pay.

The seniority ranking of the term employees as of May 8, 1998 is as described in the Letter of Agreement (\_\_\_) Seniority for Term Employees.

- d) Loss of seniority will occur as a result of any of the following:
  - i) Voluntary resignation
  - ii) Termination
  - iii) Discharge for just cause
  - iv) Loss of recall rights as per Article 13, Layoff and Recall

**9. NON-BARGAINING UNIT EMPLOYEES /  
BARGAINING UNIT WORK**

Administrators shall not normally or on an on-going basis perform the work assigned to bargaining unit employees where that work becomes the majority of the administrator's work.

**10. WORKLOAD / HOURS OF WORK**

**10.1 General**

- a) The normal hours of operation of the IIG are 8:30 a.m. to 9 p.m. Monday to Friday and 8:30 am to 5:00 pm on Saturday and Sunday.
- b) Employees shall have two consecutive days of rest per week.

**10.2 Staff and Non-Instructional Faculty**

- a) The regular work day shall be up to seven hours or thirty-five hours per week.
- b) The work schedule shall recognize the operational and service needs of the Institute.
- c) Employees working five hours or more in a day shall be entitled to a one hour unpaid meal break.
- d) Employees shall have one fifteen minute break for each three hours worked prior to or following the meal break; in situations where there is no meal break as per c) above, employees shall have one fifteen minute break for each three hours worked.
- e) If the daily or weekly hours exceed those indicated above in this article, the following overtime provisions shall apply where the work is authorized and approved in advance:

- i) one and one-half times the regular rate for the first three hours in excess of seven hours in a day or first seven hours in excess of 35 hours in a week.
- ii) two times the regular rate for hours worked in excess of ten hours in a day or forty-two hours in a week.

### **10.3 Instructional Faculty (Continuing)**

It is recognized that instructional faculty experience variations in daily and weekly hours of work depending on the nature of the course, administration and student needs. The normal workday for continuing full-time faculty shall be subject to the following, unless mutually agreed to by the employee and Institute:

- a) Instructional faculty shall teach no more than two, three-hour sections (or equivalent) per day with each section normally limited to a maximum of twenty-four students unless there is mutual agreement to increase to a maximum of twenty-seven students. An instructional hour in the classroom is the equivalent of one hour of laboratory or seminar instruction.
- b) Faculty shall post and be available for student consultation, a minimum of five hours a week. The hours shall be posted and maintained for the whole term.
- c) Faculty shall teach a maximum of eight courses per calendar year during the three terms as follows with a course normally consisting of three hours of instruction and up to one hour of laboratory work per week:
  - i) no more than 3 different courses / term,
  - ii) 4 courses cannot be assigned back to back in each of the consecutive Fall and Winter terms, and
  - iii) no more than one course can be assigned in the Spring term.
- d) The Employer shall provide the Union with copies of the workload assignment for each instructional faculty employee within three (3) weeks of the commencement of each term, and shall provide a revised workload assignment when assignments are changed.

- e) It is recognized that work overload is not in the best interests of the employees, students or Employer. Overload shall be mutually agreed upon by the employee and Institute in advance. At the end of the instructional year, compensation for work beyond a full-time instructional load will occur as follows:
  - i) Employees shall be credited for each additional instructional hour above the maximum eight courses per year.
  - ii) Employees shall be credited for each additional instructional hour above the two, three-hour sections per day (or equivalent)
  - iii) Credits for overload shall be submitted at the end of each term to be signed off by the Employer and be placed in the overload time bank.
  - iv) Employees may access banked credits subject to operational requirements, by submitting a request in writing at least one (1) month in advance. In the event that the banked credits cannot be scheduled within the calendar year, the employee may request payment of any or all of their banked time.

#### **10.4 Instructional Faculty (Term)**

It is recognized that term instructional faculty experience variations in daily and weekly hours of work depending on the nature of the course, administration and student needs. The normal workday for term faculty shall be subject to the following unless mutually agreed to by the employee and Institute:

- a) Term faculty shall teach no more than two three-hour sections (or equivalent) per day with each section normally limited to a maximum of twenty-four students unless there is mutual agreement to increase to a maximum of twenty-seven students. An instructional hour in the classroom is the equivalent of one hour of laboratory or seminar instruction.
- b) Term faculty shall post and be available for student consultation, a minimum of two hours a week for each course to a maximum of five hours per week. Hours shall be posted and maintained for whole term.
- c) Term faculty shall teach a maximum of four courses per term with a course consisting of three hours of instruction and up to one hour of laboratory or seminar work per week subject to the following:

- i) no more than 3 different courses / term, and
  - ii) 4 courses cannot be assigned back to back in each of the consecutive Fall and Winter terms.
- d) The Employer shall provide the Union with copies of the workload assignment for each instructional faculty employee within three (3) weeks of the commencement of the term, and shall provide a revised workload assignment when assignments are changed.

## **11. JOB POSTINGS AND VACANCIES**

- a) Notices of bargaining unit vacancies shall be posted on a designated bulletin board for a period of ten (10) working days. Employees wishing to apply for the vacancy may submit a resume as described on the posting.
- b) The job posting will contain the working title, brief description of duties, classification of position, qualifications, skill, ability and experience required, salary, hours of work, whether the position is regular or temporary, the deadline for applications, the expected start date, and any other pertinent information.
- c) The Employer may elect to advertise outside, simultaneously with the internal posting of the position, but internal applicants shall be given preference when deemed to have met the basic qualifications.

### **11.1 Hiring Procedure**

A selection committee will be established by the President or designate and shall be comprised of a senior manager, the supervisor, faculty or staff members and others as deemed appropriate.

### **11.02 Promotions, Transfers, Demotions**

- a) In considering internal applicants for promotion, transfer, or demotion, the selection committee shall take into account the factors of merit which include qualifications, skill, ability and experience of the individual as it relates to the specific job for which the selection is being done.

- b) Where, in all other respects, after assessing the candidates based on the factors of merit, two or more internal candidates are deemed to be equal, seniority shall be the deciding factor.
- c) In evaluating the factors of merit (qualifications, skill, ability and experience), the selection committee shall do so in a way that is bona fide, fair, reasonable, non-arbitrary and non-discriminatory. The selection committee shall not act in developing or applying the above criteria in a manner such as to circumvent the legitimate role of seniority.
- d) The successful applicant shall be notified in writing. The letter shall include the job description, pay range and wage step to be applied.
- e) The unsuccessful internal applicants shall be notified in writing.

## **12. PERSONNEL FILE**

The Institute shall maintain a personnel file for each employee that shall contain documents pertaining to the employee. An employee may review their personnel file upon request to the Institute at any time and may, on request, receive copies of any documents contained in that file. The employee may respond in writing to any document and such reply shall become part of the personnel file for the life of the documents.

## **13. LAYOFF AND RECALL**

Layoff may occur from an involuntary cessation of work or a reduction in the number of hours but does not include dismissal, suspension, leave of absence or resignation.

Prior to layoff notice to employees, the parties shall meet to consider options for the impacted employees before implementing the layoff and recall language.

### **13.01 Faculty Layoff and Recall**

- a) Layoff shall occur in reverse order of seniority provided the more senior employee is qualified to do the work, in the following order:
  - i) term employees in reverse order of seniority

- ii) probationary employees in reverse order of seniority
- iii) continuing employees in reverse order of seniority
- b) Employees shall remain on the recall list for one year from date of layoff. Recall shall occur in order of continuing employees followed by term employees by seniority, provided the employee has the minimum qualifications to perform the duties of the position. Term employees are not entitled to be recalled to continuing positions. Employees are required to notify the Employer of their current address and telephone number to maintain their status on the recall list.
- c) No new continuing or term employees shall be hired until employees on the recall list with the minimum qualifications have been given first right of refusal.
- d) Continuing faculty employees who have been given notice of layoff are entitled to a severance payment, provided they have not been offered a position for which they have the necessary qualifications and they have chosen not to go on the recall list. The severance shall be calculated on the basis of the employee's normal rate of pay at the time of the layoff notice on the basis of two weeks of severance for each year of seniority to a maximum of six months. Employees in receipt of severance shall be deemed to be terminated.

### **13.02 Staff Layoff and Recall**

- a) Staff employees shall receive notice of lay-off or pay in lieu of notice, in accordance with the Employment Standards Act.
- b) Staff employees shall remain on the recall list for six months from date of layoff. Recall shall occur in order of continuing employees followed by term employees by seniority, provided the employee has the minimum qualifications to perform the duties of the position. Term employees are not entitled to be recalled to continuing positions. Employees are required to notify the Employer of their current address and telephone number to maintain their status on the recall list.
- c) Staff employees may refuse recall to work if given less than one week to report to work.

**14. CONTRACTING OUT**

- a) The Employer agrees not to contract out any work presently performed by the employees in the bargaining unit which will result in a layoff of such employees or a reduction in their regular hours of work.
- b) The Employer agrees not to contract out instructional activities that are currently funded in the approved annual IIG program profile of instructional activities and are currently performed by bargaining unit employees.

**15. UNION MANAGEMENT COMMITTEE**

The Union and the Employer recognize the mutual value of ongoing joint discussions on matters pertaining to working conditions, and labour management relations. To this end, the Union and the Employer agree to establish a Union-Management committee.

**Composition**

The committee shall be composed of two (2) representatives of the Employer and two (2) representatives of the Union. If possible, at least one (1) of the representatives of the Union and one (1) representative of the Employer will have been members of their respective negotiating committees.

Additional representatives may attend the meetings from time to time in order to provide information and or assistance to the parties.

The committee shall be constituted within one (1) month of the signing of the Agreement. The committee shall then meet at least once each semester or at the request of either party to discuss and seek resolutions to issues such as

- i) problems with application or interpretation of parts of the Agreement
- ii) matters of employer-employee relations arising out of this Agreement
- iii) policy matters under consideration by the Employer which may be in conflict with the Agreement.

This committee shall not participate in any grievances submitted under the Grievance Procedure in this Agreement. The discussions and recommendations of this committee shall not be binding to either party.

The committee shall be chaired on a rotational basis, by each party for one year. The Chair shall have responsibility for preparation and circulation of the agenda; minutes of the meetings, and the arrangement of the meeting rooms.

## **16. PROBATION**

All employees appointed to a continuing position must satisfactorily complete a probationary period.

- a) For faculty positions, the probation period shall be the equivalent of teaching 8 courses, or working one year full time (reference to Article 10 Workload / Hours of Work). No faculty shall serve a probationary period greater than two (2) calendar years.
- b) For support staff, the probationary period shall be the equivalent of working full time for six (6) months. No support staff shall serve a probationary period greater than one calendar year.
- c) Any leave from the position for a period greater than twenty (20) days may extend the probationary period by the equivalent length of that leave.
- d) Employee performance shall be monitored during the course of the probation period. Employees may be terminated for unsuitability where the employee's performance has been measured against reasonable standards and the employee has been advised of these standards and the performance expectations.
- e) Term employees shall be subject to assessment during the course of their term and may be terminated if their performance is deemed unsuitable. Term employees' performance will be measured against the same standards of performance as continuing employees.

## **17. COLLEGIAL MODEL**

The Employer and the Union agree to support a consultative model of administration which enables the view of support staff and faculty to be known and considered with respect to the educational policies, practices, and decisions made by the Employer. The Employer and the Union endorse the collegial

working environment whereby staff, faculty and management work collectively to serve the goals and objectives of the Institute as determined by the mission statement of the Board.

**18. PROFESSIONAL DEVELOPMENT – STAFF**

- a) Leave with pay for professional development activities shall be approved by the Employer for up to five days each calendar year for employees who have completed probation. The leave shall be for the purpose of supporting and assisting staff employees to develop their knowledge and skills for their current position or other career opportunities at the Institute.
- b) Leave for professional development shall include time off with pay to attend conferences, workshops, and courses.
- c) The scheduling of professional development leave shall be mutually agreed to by the employee and the Institute subject to Article 10, Workload/Hours of Work.
- d) Time taken at the request of the Institute to attend training or sessions and related costs including tuition, travel and course materials shall not be considered as part of the annual professional development leave.
- e) Staff shall not be eligible for overtime while on pay for professional development or development requested by the Institute.

**19. PROFESSIONAL DEVELOPMENT – FACULTY**

- a) Leave with pay for professional development activities shall be for the purpose of supporting and assisting faculty employees to upgrade their knowledge and skills for continuing professional responsibilities or for career advancement in the post-secondary system.
- b) Leave for professional development shall include time off with pay to attend conferences, workshops or credit courses at post-secondary institutions.

- c) Twenty days of professional development leave with pay are available each calendar year for continuing faculty employees who have completed probation, to pursue professional development activities.
- d) The scheduling of professional development leave shall be mutually agreed to by the employee and the Institute subject to Article 10 Workload and Hours of Work.
- e) Time taken to attend training or sessions at the request of the Institute shall nor be considered as part of the annual professional development leave.

## **20. HARASSMENT**

### **20.1 Statement of Commitment**

The Employer and the Union are committed to the principles and provisions of the Human Rights Code and in providing a learning and working environment free from discrimination.

The Employer has the authority and responsibility to make every effort to prevent discrimination in the workplace and to respond appropriately when it occurs. The Employer and the Union support the principle that all people are to be treated with dignity and respect.

Harassment is a serious offence that may be cause for disciplinary action including, where appropriate, dismissal or expulsion.

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

### **20.2 Definitions**

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

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 the person's participation in activities at the IIG,
- iii) creates a poisonous environment.

Discrimination relates to any of the prohibited grounds in the BC Human Rights Code: 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.

- b) Sexual harassment is a form of discrimination and is defined as 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 IIG activities; or
  - ii) detrimentally affects the work environment; or
  - iii) which creates a poisonous environment.

### **20.3 Procedures**

- a) Mediation

When a complaint is received by the Employer involving an individual covered by this Collective Agreement, the parties will initiate a mediation procedure.

The parties agree that the mediation process is the recommended avenue of resolution and will encourage participation of the individuals involved.

- i) the persons involved shall agree to an appropriate person to facilitate the mediation as proposed by the Employer and Union.
- ii) the mediation process and resolution will be kept strictly confidential by all participants.
- iii) where a resolution is reached, the complainant and respondent must agree in writing to the resolution and the matter will then be considered to be concluded.

iv) no record of the mediation except the written agreed resolution will be placed on an employee's file. The written resolution will be removed from the employee's file after 12 months unless there has been a subsequent complaint of harassment against the employee within the 12 month period.

b) Formal Complaint

Where the complainant is not satisfied with the outcome of the mediation or has chosen to go directly to formal complaint, an investigator will be selected from a list of investigators agreed upon by the Employer and Union.

An investigator will be appointed within ten working days of referral.

c) Terms of Reference of the Investigator

- i) The purpose of the investigator will be to ascertain the facts.
- ii) All persons quoted in the investigation will be named.
- iii) The investigator will conclude the investigation within ten days of appointment and submit a report within a further five days.
- iv) The Employer, the complainant, the respondent and the Union will each receive a copy of the investigator's report as well as the Employer's written determination as outlined below.
- v) The investigator may as part of the report, make recommendations for resolution of the complaint.
- vi) The investigator will not be called as a witness in any subsequent procedure resulting from the investigation.
- vii) The investigator's report will not be placed on an employee's file.
- viii) The Employer is entitled to rely on the investigator's report as evidence that it acted in good faith in any disciplinary action following receipt of the report.
- ix) The investigator's report will not be used as evidence in any arbitration or other legal procedure.

#### **20.4 Findings**

The Employer will make a written determination based upon the facts and recommendations, if any, within 10 working days of receipt of the investigator's report.

The determination will:

- i) State the actions, if any, to be taken or required by the Employer.
- ii) Include, where appropriate, a statement of exoneration.

#### **20.5 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 Employer's right to take disciplinary action or the Union's right to grieve such disciplinary action or to grieve an alleged violation of this article.

#### **20.6 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.

### **21. PERSONAL HARASSMENT**

- a) For the purposes of this article, personal harassment includes:
  - i) Physical threat, intimidation, or assault
  - ii) Unwelcome behavior or comment that is directed at, or offensive to any employee that demeans, belittles, causes personal humiliation or embarrassment to the employee, or any employees, or
  - iii) 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 such an employee.

- b) Personal harassment does not include the appropriate exercise of management's right to direct the work force, evaluate employees, or take where warranted appropriate progressive discipline steps up to and including termination for just and reasonable cause.
- c) Employees may process complaints of harassment through traditional aboriginal methods of conflict resolution or proceed directly to the grievance procedure, subject to the following change:
  - i) Where a person who is the subject of the complaint is the management representative at any step of the grievance procedure, then the Union will present the grievance to the President, or in the case of the subject being the President, to a nominee of the Board Chair.

## **22. PROGRESSIVE DISCIPLINE, SUSPENSION, AND DISMISSAL**

### **22.1 Progressive Discipline**

Progressive discipline steps shall be initiated for inappropriate conduct as warranted. Depending on the severity of the situation(s), such discipline would normally begin with verbal warning(s), then progress to a written warning, then progress to suspension and finally to dismissal.

- a) No employee shall be discharged, suspended, or in any way disciplined without just and reasonable cause.
- b) At any meeting between an employee and a representative of the Employer which is disciplinary or is otherwise connected with disciplinary matters pertaining to the employee, the employee has the right to be accompanied by a representative of the Union; and the employee shall be informed of this right by the Employer representative involved prior to the meeting.
- c) An employee shall be notified verbally of the reasons for any disciplinary action at the time the discipline is imposed. The disciplinary action shall be confirmed in writing within five (5) working days and shall include the reasons and the substance of every allegation against the employee. When an employee is suspended or dismissed, the Union will be notified of the

discipline and shall receive a copy of the reasons provided to the employee.

A dismissed employee shall have the right to grieve their dismissal by submission of a grievance to Arbitration (under Article 22. Grievance Procedure and Arbitration).

## **23. GRIEVANCE PROCEDURE AND ARBITRATION**

- a) A grievance is defined as any difference arising between the parties bound by this Agreement concerning the interpretation, application, operation, or any alleged violation of a provision of this Agreement, including any question as to whether any matter is arbitrable.
- b) Grievances shall be resolved without work stoppage, and the following steps shall be undertaken without delay:

### **Step 1**

A meeting shall be arranged between the aggrieved employee with or without the Steward and the immediate supervisor within ten (10) working days of the alleged violation or the employee becoming aware of it. A decision shall be rendered within twenty-four (24) hours.

Step 1 shall not apply to, Union or policy grievances initiated by the parties to this Agreement. These grievances shall commence at Step 2. In the event of a grievance involving the dismissal of an employee, Step 1 may be omitted.

### **Step 2**

If no settlement is reached, within ten (10) working days the grievance may be presented on the proper form and submitted by a Steward to the President, identifying the article, violation and resolution sought. A decision is to be rendered within ten (10) working days

### **Step 3**

If no settlement is reached, the Union may initiate a meeting within five (5) working days of the Employer's step 2 response, between the grievor, the Steward, the CIEA Representative, and the Employer representatives. A decision is to be rendered in writing, by the Employer, within five (5) working days of the meeting.

**Step 4 (Mediation)**

- i) If no resolution to the grievance has been reached, either party may notify the other party in writing within five (5) working days of its desire to submit the difference to mediation.
- ii) Within a further five (5) working days of the notice to proceed to mediation, the parties shall request the appointment of a Settlement Officer appointed by the Collective Agreement Arbitration Bureau.
- iii) The Mediator shall begin proceedings within twenty-eight (28) days of being appointed.
- iv) The Mediator shall endeavor to assist the parties to settle the grievance by mediation. The Mediator shall not interpret the Collective Agreement, instruct the parties on action to take or determine a decision on the alleged violation. The discussions in mediation are held “without prejudice “ and cannot be disclosed.
- v) If the parties are unable to settle the difference, either party may end mediation by written notice to the Mediator and the other party.
- vi) Any expenses and compensation of the Mediator shall be shared equally between the parties.

**Step 5 Arbitration**

- i) Failing satisfactory settlement, the grievance may be submitted within 10 days by either party to binding arbitration. The parties shall endeavor to agree on a sole arbitrator.
- ii) Nominations shall be made within forty-eight (48) hours of this step being taken. If the parties fail to agree on such impartial arbitrator within seven (7) days, the Minister of Labour shall be requested to appoint the arbitrator.
- iii) Powers of Arbitrator

The decision of the Arbitrator shall be final and binding on the parties.

It is distinctly understood that an Arbitrator is not vested with the power to change, modify or alter this Agreement in any of its parts.

The Arbitrator shall have regard to the real substance of the matters in dispute and the respective merit of the positions of the parties to it under the Collective Agreement, and shall apply principles consistent with the industrial relations policy of the Labour Relations Code of British Columbia.

iv) Expenses of Arbitrator

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

c) Abandonment of Grievance

If an unresolved grievance is not advanced to the next stage within the specified time limits, the grievance shall be deemed to have been abandoned. The parties may mutually agree to amend the specified time limits in this article.

**24. HEALTH AND SAFETY**

- a) The Institute agrees to make reasonable and proper provision for the maintenance of high standards of health and safety in the workplace.
- b) The Union and the Institute agree to comply with all regulations made pursuant to the Workers' Compensation Act, or any other statute of the Province of BC pertaining to the working environment.

**25. OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

- a) The Institute shall maintain an Occupational Health and Safety Committee in keeping with the Industrial Health and Safety Regulations of the Workers' Compensation Board and ensure such committees carry out all the duties and responsibilities in accordance with the regulations.
- b) The Occupational Health and Safety Committee shall assist in creating a safe place of work by recommending actions which will improve the effectiveness of the occupational health and safety program, and shall promote compliance with the Industrial Health and Safety Regulations.

**26. PENSION PROVISIONS**

Continuing faculty must participate in the College Pension Plan, as described in the Pension (College) Act, and continuing staff must participate in the Municipal Pension Plan as described in the Pension (Municipal) Act. The Employer will contribute to the cost of such coverage to the extent described by the Plans.

**27. HEALTH AND WELFARE BENEFITS**

The Employer agrees to provide the following benefits for the duration of the Agreement. No reduction will be put into effect unless mutually agreed upon between the Employer and the Union. The Employer will consult with the Union prior to any changes to the Plan.

For the purposes of this Article, “dependent” shall be as defined by the Plan Carrier as the employee’s dependent spouse and/or dependent child who resides in Canada and is not a member on active duty of the armed forces of any country.

A dependent spouse is under the age of 70 and is either:

- a) a person legally married to the employee; or
- b) a person whom the employee has been residing with for a period of at least one year and is not legally married to the spouse, provided that the employee makes a written request for granting insurance.

A dependent is an unmarried child, either:

- a) of the employee or of the legal spouse, who is fully dependent on them for support; or
- b) of the employee or the common-law spouse who is in the care and custody of both, residing with them and being fully dependent on them for support;

and is under the age of 21, or 25 if attending an educational institute full time, and will be covered beyond 25 if physically or mentally handicapped, provided the handicap commenced prior to age 21, or if applicable, to age 25.

**27.1 BC Medical Services Plan**

The Employer agrees to pay 100% of the monthly premium required by the BC Medical Services Plan on behalf of continuing employees and their dependents following successful completion of probation.

### **27.2 Extended Health Benefits**

The Employer agrees to pay the premium required to sustain extended health benefits for continuing employees and their dependents at 100% reimbursement for eligible expenses with \$25 per year per family deductible.

### **27.3 Dental Plan**

The Employer agrees to pay the premium of continuing employees and their dependents at the following level:

- a) Basic – 100% with a maximum of \$2,000 per person per year
- b) Major Restorative – 75% with a maximum of \$2,000 per person per year combined between basic and major restorative portions of the Plan.
- c) Orthodontic – for dependent children under the age of 19, 50% to a maximum of \$2,000 per child per lifetime limit.

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

The Employer agrees to pay the premium of the Group Life Insurance and Accidental Death and Dismemberment Insurance on behalf of each continuing employee to provide a benefit level of \$150,000.

### **27.5 Weekly Indemnity Insurance**

The Employer agrees to provide a Weekly Indemnity Insurance Plan for continuing employees which provides a benefit level as follows:

- a) If an employee is unable to work as a result of sickness, accident or hospitalization for greater than 30 days, an employee will receive 66.7% of the first \$577 of their weekly gross earnings, and 50% of the balance, paid for up to 48 weeks from the date payment commenced following the waiting period. The maximum weekly benefit is \$1,500.

- b) Employees are responsible for payment of 100% of the premium for the Weekly Indemnity Insurance.

#### **27.6 Long Term Disability Insurance**

- a) The Employer agrees to provide a Long Term Disability Insurance Plan for continuing employees which provides a benefit level of 66.7% of the first \$2,500 of an employee's monthly gross salary, and 50% of the balance to a maximum of 5,000 a month payable to age sixty five (65).
- b) Employees on Long Term Disability Benefit may return to work in their former position or equivalent position provided there is written medical evidence of sufficient health to assume the position.
- c) Employees are responsible for payment of 100% of the premium for the Long Term Disability Insurance.
- d) The Long Term Disability Plan is described in Appendix C. The LTD Plan descriptions contained in this Agreement are provided only for purposes of general description and information. The specific details of the Plan, its coverage, terms and conditions shall at all times be subject to and governed by the actual Plan underwritten by the insurance carrier. The Plan underwritten by the insurance carrier shall be deemed to be an integral part of this Agreement.

### **28. PAYMENT OF WAGES AND ALLOWANCES**

#### **28.01 Pay Days**

The Institute shall pay salaries and wages bi-weekly in accordance with the attached schedules and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of wages, overtime and other supplementary pay and deductions.

#### **28.02 Rate of Pay on Promotion**

When an employee is promoted to another position with a higher maximum salary, the employee shall be placed in an increment step in the new classification at the step closest to the current step but will not result in a reduction in pay. The date of

promotion to the new classification shall become the anniversary date for application of the salary progression in the new position.

### **28.03 Payment For Temporary Assignment in Higher Classification**

When an employee is assigned in writing to temporarily relieve in or perform the principal duties of a position with a higher maximum salary, that employee shall be paid at the following rate:

- a) For assignment within the bargaining unit as described in 28.02 above.
- b) For assignment outside the bargaining unit:
  - i) The employee shall be temporarily appointed to the position and be subject to the salary and placement terms and conditions for that position.
  - ii) The employee will continue to receive benefits and earn seniority as if in the bargaining unit.
  - iii) Upon completion of the temporary assignment, the employee shall return to the current position or comparable position with no loss of pay.

## **29. ALLOWANCES**

### **29.1 Mileage**

- a) Employees required to use private vehicles for Institute business will be reimbursed at the rate of thirty-seven cents per kilometer.
- b) This rate will be reviewed annually on March 31 and will be adjusted to reflect the average of the other colleges and institutes in Vancouver as of that date. The new rate will be effective the first day of May following the review.

### **29.2 Meals and Accommodation**

An employee required to travel outside the Institute region on Institute business will be reimbursed for reasonable expenses for meals, accommodation, transportation, telephone and facsimile for Institute business. Travel shall be pre-approved by the Institute. Claims must be accompanied by receipts.

- a) Meals to a daily maximum of:
  - Breakfast .....\$ 8.00
  - Lunch .....\$ 10.00
  - Dinner .....\$ 20.00
  
- b) Lodging: Actual cost based on single occupancy. In the event of accommodation at a private residence, employees may claim \$15 per night for miscellaneous hospitality.
  
- c) Fares for public transport: Actual cost based on economy fares.

### **30. COMPENSATION**

#### **30.1 Continuing Faculty**

- a) Functions

Normal activities of continuing faculty include teaching assigned classes in their areas of expertise, academic counselling of students, curriculum/program development, professional development and participation in appropriate Institute committees.

- b) Salary Step on Initial Appointment

Appointments to continuing faculty positions will be placed at an appropriate level on the Faculty Salary Scale as contained in Appendix A of the Agreement to a maximum of Step 12, based on the following criteria. The President may appoint a new faculty employee at a higher level on the scale where it is in the best interests of the IIG.

- i) Credentials:

Degrees will determine placement on the scale:

Bachelor's degree	Step 1
Master's degree	Step 2
Doctoral degree	Step 4

The normal minimum expectation of faculty is a bachelor's degree in an appropriate discipline. Other related education and experience may be considered as an equivalent to a bachelor's degree in special circumstances.

Faculty completing master's or doctoral degrees during their employment at the Institute will receive the recognition at the beginning of the next term following completion of the degree.

ii) Experience

Faculty will receive an additional step on the salary scale for each year of full-time teaching and/or administration in an accredited, Indigenous adult educational institution to a maximum of seven steps on the salary scale.

Faculty will receive an additional step on the salary scale for each two years of full-time teaching and/or administration in an accredited non-Indigenous post-secondary institution to a maximum of 4 steps on the salary scale.

Faculty will receive an additional step on the salary scale for each two years of full-time related experience in an Indigenous organization or institution to a maximum of four (4) steps on the salary scale.

c) Progression

Continuing Faculty shall be eligible for an increase to the next step on the salary scale every twelve months, on the anniversary date of appointment to the faculty position, to the maximum of the salary scale.

### **30.2 Term Faculty**

a) Functions

Normal activities of term faculty include teaching assigned classes in their areas of expertise, academic counselling of students and curriculum/program development.

Salary on Appointment

- i) Term faculty employed to teach three or more courses in a term shall be appointed on a pro-rata basis at the appropriate step on the faculty salary scale in Appendix A based on criteria as described in 30.1.b) above.
- ii) Term faculty employed to teach less than three courses in a term shall be paid on the basis of \$ 4,000 per course.

**30.3 Staff**

- a) Job Evaluation Plan and Salary Schedule

All Staff shall be paid in accordance with the IIG Staff Salary Scale, Appendix B and Article 31, IIG Staff Job Evaluation.

- b) Progression on Scale

Staff shall be eligible for an increase to the next step on the salary scale every twelve months, on the anniversary date of appointment to the current position to the maximum of the salary scale.

**31. JOB DESCRIPTIONS AND JOB EVALUATION – STAFF**

**31.1 Job Descriptions and Classifications**

- a) The Institute and Union agree to use the IIG Staff Job Evaluation Plan and the IIG Staff Salary Scale for all staff positions.
- b) The Institute shall prepare job descriptions for all new staff positions or re-write existing job descriptions that have significantly changed. Whenever possible, job descriptions will be prepared by the supervisor in consultation with incumbent(s). The President or designate shall approve position descriptions.
- c) Job descriptions will be evaluated by the Institute and a copy of the job description and evaluation shall be forwarded to the Union. If the Union disagrees with the rating of a position, either party may convene a meeting of the Employer and Union representatives within two weeks of written notice of the decision to discuss the evaluation and seek resolution. If

there is no resolution, the Union may initiate an appeal within 30 days of the meeting as follows:

- i) Provide to the President of IIG a rationale for the appeal. This rationale shall be in writing.
  - ii) The President shall review the rationale for the appeal and render a written decision within 30 days of receipt of the appeal.
  - iii) Should the Union not be satisfied with the President's response, they may file a grievance at step 2 of the grievance procedure, with the resolution of the grievance being final and binding on the parties.
  - iv) The effective date for any adjustments to classification levels shall be the date the appeal was filed.
- d) In the event that an employee feels there has been a significant change to the position which may impact the level or the employee has been placed in a new job not previously evaluated, the employee may initiate a written request for a review as described in b) and c) above. An employee wishing to initiate an appeal, shall do so within 30 days of their initial placement in a new position, or at the time there has been significant change to their position.

## **32. GENERAL (UNPAID) LEAVE**

- a) Leaves of absence may be granted to a continuing or term employee without pay for a period not exceeding twelve (12) calendar months subject to operational requirements.
- b) Employees returning from such leaves shall be reinstated in all respects into the position previously occupied or another comparable position at the same rate of pay.
- c) While on such unpaid leave, the employee's seniority shall be maintained, but shall not accrue seniority after the first 20 working days in any one calendar year.
- d) An employee applying for such leave shall apply in writing and at least one (1) month prior to the date the leave is desired to commence. The employer may exercise discretion to waive or reduce the minimum one month advance notice subject to operational requirements.

- e) If an applicant is denied, the employee may request that the Union Management Committee consider possible solutions. The President will consider the recommendations of the Union Management Committee and make a final decision on applications for general leave. The final decision will not be subject to the grievance procedure.

**33. LEAVE COURT DUTIES**

- a) An employee who is subpoenaed for jury duty, or as a witness, shall be granted time off with pay for the period of leave
- b) An employee in receipt of regular earnings while serving at court shall reimburse the Employer all monies paid to the employee by the Court except traveling and meal allowances not reimbursed by the Employer.
- c) Where an employee's private affairs have occasioned a court appearance, a leave of absence without pay shall be granted for a period of time reasonably required by such court appearance.

**34. LEAVE FOR UNION BUSINESS**

- a) A continuing employee shall be granted part or full time leave of absence for Union business, including work or duties performed for any organization to which the Union is affiliated, subject to the following:
- b) The leave shall not exceed three (3) years.
- c) The granting of leave shall be subject to reasonable and bona fide curriculum and scheduling requirements.
- d) The employee must submit a written application twenty (20) working days in advance
- e) The employee must return from leave for one year before being eligible to apply for another Leave For Union Business. The employer may waive any or part of the one-year period, at the discretion of the employer.
- f) An employee granted the leave shall continue to receive full salary and benefits from the Employer and the Union shall, on a monthly basis,

reimburse the Employer for the full amount of the employee's salary and benefits.

- g) The employee shall continue to accrue seniority at the same rate as if the leave had not occurred.

### **35. SPECIAL LEAVE**

- a) A continuing full time employee, upon written application and subject to operational requirements, is entitled to a maximum of ten (10) working days per year time off with pay for the following:
  - i) In the event of illness of a spouse or dependent of the employee, and where no one at home other than the employee can provide for the needs of the ill person;
  - ii) In the event of a serious illness of a parent;
  - iii) Cultural leave to attend special Indigenous events;
  - iv) Bereavement leave to attend the funeral of the employee's spouse (including common-law and same gender), child, parent, sibling, mother-in-law, father-in-law, grandparent, grandchild, guardian, ward or other person currently residing with the employee.
- b) Continuing part time employees, and term employees with an appointment greater than 3 months, shall be entitled to the above leaves on a pro-rated basis.

### **36. POLITICAL LEAVE**

If a continuing employee is nominated as a candidate for election at a First Nations, Federal, Provincial, or Municipal level, leave of absence without pay shall be approved during the election campaign.

If a continuing employee is elected to a full-time office, a leave of absence without pay shall be for the duration of the term of office to a maximum of five years.

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

discretion of the President with consideration that IIG will not be negatively impacted. Such leave will not unreasonably be withheld.

Employees returning from such leave shall advise the Employer at least one (1) month prior to the expected return to work. Faculty employees shall resume their duties no later than the beginning of the next recognized semester. Staff employees shall resume their duties at the IIG's earliest convenience but no later than one month from the end of the term of office.

### **37. VACATION**

- a) The annual vacation entitlement for continuing full-time faculty is 40 days.
- b) The annual vacation for continuing full-time staff is as follows:
  - i) Fifteen days per year in the first year of employment
  - ii) Twenty days per year in the fifth year
  - iii) Twenty-five days per year in the tenth year
  - iv) Thirty days per year in the fifteenth year and beyond
- c) Part-time continuing faculty and staff shall be entitled to a pro-rated vacation to reflect the actual workload.
- d) The following applies to continuing faculty and staff:
  - i) Vacation entitlement shall be credited for the vacation year, at the beginning of the calendar year.
  - ii) In the event that an employee terminates employment, and has taken unearned vacation, the overpayment shall be deducted from the final pay cheque or re-paid by the employee on request by the Institute.
  - iii) In the event that an employee has been on unpaid leave for twenty or more days in the course of a vacation year, the Employer may request repayment for unearned vacation or the unearned vacation payment shall be deducted from subsequent pay cheques in the next vacation year.

- iv) New employees are entitled to take vacation after the first three months of employment.
  - v) Vacation shall be scheduled by mutual agreement subject to operational requirements of the Institute.
  - vi) Non-statutory days of work between December 25 and January 1 shall be time off with pay. If employees are required to work on the non-statutory days in that period, the time off will be scheduled at a later date.
  - vii) In the event that a statutory holiday falls on a scheduled vacation day, the employee will not be debited for a vacation day.
  - viii) After completion of two years of service, employees may defer up to ten days of vacation time to a subsequent year. The deferred time must be used in the subsequent year. Scheduling of deferred time shall be by mutual agreement subject to operational requirements.
- e) Term employees shall receive vacation pay at the rate of 4% of regular pay at the end of each period of employment.

### **38. STATUTORY HOLIDAYS**

- a) The following days are recognized as Statutory Holidays:
  - New Years Day
  - Good Friday
  - Easter Monday
  - Victoria Day
  - Canada Day
  - B.C. Day
  - Labour Day
  - Thanksgiving Day
  - Remembrance Day
  - Christmas Day
  - Boxing Day
  
  - and any other day declared a statutory holiday by the Federal or Provincial Government
- b) Aboriginal Day, June 21 declared as a holiday

- c) Employees are entitled to the day off with pay.
- d) When the holiday falls on a scheduled day of rest for the employee, the next regular working day shall be observed as the holiday.
- e) If the employee is a part-time employee, and the holiday falls on a non-working day, the employee shall be paid at a pro-rated rate for the holiday.

**39. SICK LEAVE**

- a) Each continuing full-time employee shall accumulate 1.25 working days of sick leave credit for each month of service in which they have worked and received at least 10 days of pay. For purposes of the first Collective Agreement, continuing employees as defined in Article 8, Seniority, shall be credited for sick leave credits from the start date of employment with the Institute.
- b) Sick leave credits earned for continuing part-time employees shall be pro-rated to the actual hours paid.
- c) Sick leave credits for continuing full-time employees shall be cumulative to a maximum of ninety (90) working days.
- d) Employees will receive regular pay for each day that they are sick, which will be drawn from their sick leave credits. If a continuing employee uses all their sick leave credits or has an insufficient amount in their sick leave credits, they shall be entitled to be advanced up to 10 days which shall be repaid within twelve months from the date of return to work. If the employee terminates employment with the Institute prior to repaying the advance, any remaining balance will be deducted from the employee's final pay. Sick days taken without available sick leave credits shall be as leave without pay.
- e) Term employees employed to work for periods greater than 30 calendar days shall be entitled to accumulate sick leave credits commencing September 2, 1998 or later, in the same way as continuing employees in a) and b) above. Term employees can accumulate a maximum of fifteen days of sick leave credits.
- f) Term employees will then be able to draw on their sick leave balance.

- g) Unused sick leave credits earned by all employees shall be lost in the event of loss of seniority as described in d) of Article 8, Seniority.

**40. PARENTAL LEAVE (PREGNANCY, PARENTAL & ADOPTION LEAVE)**

All continuing employees are eligible for the following provisions

- a) Pregnancy Leave

An employee, on written request, is entitled to a pregnancy leave from work *without pay* for a period of up to eighteen (18) weeks commencing anytime in the eleven (11) weeks immediately before the expected delivery date, and ending no earlier than 6 weeks after the actual birth date unless the employee requests a shorter period. 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) Birth Leave

Upon written request, an employee shall be entitled to up to two (2) days' time off without loss of pay to attend the birth of the child, or the spouse's child .

- c) Parental Leave

A parent, on written request, is entitled to twelve (12) weeks parental leave without pay within 52 weeks following the birth or adoption of a child. For the birth mother, this leave is in addition to pregnancy leave as per a) above.

- d) Benefits Continuous

The Employer shall continue to make payments to any dental, group life, medical or extended health benefit in the same manner as if the employee were not absent.

- e) Reinstatement

i) When an employee resumes employment at the expiration of the leave, the employee shall return to the position previously occupied, or a comparable position at the same rate of pay, and with all incremental wages and benefits to which the employee would have been entitled had the leave not been taken.

- ii) An employee resuming employment following a pregnancy and/or parental leave of up to thirty (30) weeks shall also receive paid vacation entitlement to the same extent as if the leave had not been taken. For leaves beyond thirty (32) weeks, the provisions of the Employment Standards Act shall apply.

## **41. COPYRIGHT AND INTELLECTUAL PROPERTY**

### **41.1. Copyright Ownership**

The copyright or patent for any work product, including creative work, instructional strategies or curriculum/instructional material, software or any other material or technology that may be copyrighted or patented:

- a) belongs to the employee(s) where the work product has been prepared or created as part of assigned duties, other than the duties listed in b) below, and the copyright to all copyrightable material shall be the sole property of the employee(s) and shall be retained throughout his or her lifetime and upon his/her death by his/her heirs or assigns; and
- b) belongs to the school where one or more employees:
  - i) have been hired or agrees to create and produce copyrightable work product for the institution, or
  - ii) are given release time from usual duties to create and produce copyrightable work product, or
  - iii) are paid, in addition to their regular rate of pay, for their time in an appointment to produce copyrightable work product.

### **41.2 Employer Rights to Materials Copyrighted by Employee(s)**

Where the employee holds the copyright pursuant to 41.1.a), the school shall have a right to use his/her copyrighted material in perpetuity for institutional purposes. The institution may amend and update the copyrighted material with the approval of the employee(s) holding the copyright to the material. Such approval will not be unreasonably withheld.

**41.3 Employee Rights to Materials Copyrighted by the Employer**

Where the school holds the copyright pursuant to 41.1.b), the employee(s) shall have the right to use in perpetuity, free of charge, such copyrighted material. The employee may amend and update the copyrighted material with the approval of the institution holding the copyright to the material. Such approval will not be unreasonably withheld.

**41.4 Joint Review**

The Union Management Committee may, at the request of either party, review issues arising from the application of this article.

**42. RETROACTIVITY**

Terms and conditions of this Agreement shall become effective only on and from the date of execution of this Agreement except where the terms and conditions are clearly identified in the Agreement as being effective on a different date.

**43. TERM**

This Agreement is binding on the respective parties from September 1, 1998 to and including March 31, 2001, and thereafter from year to year unless written notice of intent to amend or terminate is given by either party or the other party at 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.

**INSTITUTE OF INDIGENOUS GOVERNMENT  
SEPTEMBER 1, 1998 TO MARCH 31, 2001**

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The parties hereto have executed this Agreement.

The Institute of Indigenous  
Government  
Staff and Faculty Association

Institute of Indigenous  
Government

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Signed in Vancouver, BC, this \_\_\_\_\_ day of May, 1999.

**APPENDIX A:  
FACULTY SALARY SCALE**

Step	Year 1	Year 2	Year 3
1	43,900	43,900	
2	45,400	45,400	45,859
3	46,900	46,900	47,214
4	48,400	48,400	48,609
5	49,900	49,900	50,045
6	51,400	51,400	51,524
7	52,900	52,900	53,046
8	54,400	54,400	54,614
9	55,900	55,900	56,227
10	57,400	57,400	57,889
11	58,900	58,900	59,599
12	60,400	60,400	61,360
13	61,900	61,900	63,173
14	63,400	63,400	65,200

Year 1 effective April 1, 1998  
Year 2 effective April 1, 1999  
Year 3 effective April 1, 2000

**INSTITUTE OF INDIGENOUS GOVERNMENT**  
**SEPTEMBER 1, 1998 TO MARCH 31, 2001**

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**APPENDIX B:**  
**STAFF SALARY SCALE**

**APPENDIX Y IIG STAFF SALARY GRID**

PAY GROUP	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	POINTS
<b>1</b> HOURLY MONTHLY YEARLY 50%	14.19	14.54	14.91	15.29	15.66	16.06	<380
	2157.00	2210.00	2266.00	2324.00	2380.00	2441.00	
	25884.00	26520.00	27192.00	27888.00	28560.00	29292.00	
	2372.70	2431.31	2492.60	2556.40	2618.00	2685.10	
<b>2</b> HOURLY MONTHLY YEARLY 50%	14.91	15.29	15.66	16.06	16.54	16.96	381-430
	2266.00	2324.00	2380.00	2441.00	2514.00	2578.00	
	27192.00	27888.00	28560.00	29292.00	30168.00	30936.00	
	2492.60	2556.40	2618.00	2685.10	2729.40	2835.80	
<b>3</b> HOURLY MONTHLY YEARLY 50%	15.66	16.06	16.54	16.96	17.55	17.99	431-480
	2380.00	2441.00	2514.00	2578.00	2668.00	2734.00	
	28560.00	29292.00	30168.00	30936.00	32016.00	32808.00	
	2618.00	2685.10	2729.40	2835.80	2934.80	3007.40	
<b>4</b> HOURLY MONTHLY YEARLY 50%	16.96	17.55	17.99	18.34	18.80	19.27	481-530
	2578.00	2668.00	2734.00	2788.00	2858.00	2929.00	
	30936.00	32016.00	32808.00	33456.00	34296.00	35148.00	
	2835.80	2934.80	3007.40	3066.80	3143.80	3221.90	
<b>5</b> HOURLY MONTHLY YEARLY 50%	17.99	18.34	18.80	19.27	20.06	20.56	531-580
	2734.00	2788.00	2858.00	2929.00	3049.00	3125.00	
	32808.00	33456.00	34296.00	35148.00	36588.00	37500.00	
	3007.40	3066.80	3143.80	3221.90	3353.90	3437.50	
<b>6</b> HOURLY MONTHLY YEARLY 50%	18.80	19.27	20.06	20.56	21.31	21.85	581-630
	2858.00	2929.00	3049.00	3125.00	3239.00	3321.00	
	34296.00	35148.00	36588.00	37500.00	38868.00	39852.00	
	3143.80	3221.90	3353.90	3437.50	3562.90	3653.10	
<b>7</b> HOURLY MONTHLY YEARLY 50%	20.06	20.56	21.31	21.85	22.56	23.13	631-680
	3049.00	3125.00	3239.00	3321.00	3429.00	3516.00	
	36588.00	37500.00	38868.00	39852.00	41148.00	42192.00	
	3353.90	3437.50	3562.90	3653.10	3771.90	3867.60	
<b>8</b> HOURLY MONTHLY YEARLY 50%	22.56	23.13	24.14	24.75	25.37	26.00	681-730
	3429.00	3516.00	3669.00	3762.00	3856.00	3952.00	
	41148.00	42192.00	44028.00	45144.00	46272.00	47424.00	
	3771.90	3867.60	4035.90	4138.20	4241.60	4347.20	
<b>9</b> HOURLY MONTHLY YEARLY 50%	24.14	24.75	25.37	26.00	26.73	27.40	731-780
	3669.00	3762.00	3856.00	3952.00	4063.00	4165.00	
	44028.00	45144.00	46272.00	47424.00	48756.00	49980.00	
	4035.90	4138.20	4241.60	4347.20	4469.30	4581.50	

**INSTITUTE OF INDIGENOUS GOVERNMENT**  
**SEPTEMBER 1, 1998 TO MARCH 31, 2001**

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<b>10</b>	HOURLY	25.37	26.00	26.73	27.40	28.10	28.80	781-830
	MONTHLY	3856.00	3952.00	4063.00	4165.00	4271.00	4378.00	
	YEARLY	46272.00	47424.00	48756.00	49980.00	51252.00	52536.00	
	50%	4241.60	4347.20	4469.30	4581.50	4698.10	4815.80	
<b>11</b>	HOURLY	26.73	27.40	28.10	28.80	29.46	30.20	831-880
	MONTHLY	4063.00	4165.00	4271.00	4378.00	4478.00	4590.00	
	YEARLY	48756.00	49980.00	51252.00	52536.00	53736.00	55080.00	
	50%	4469.30	4581.50	4698.10	4815.80	4925.80	5049.00	
<b>12</b>	HOURLY	28.10	28.80	29.46	30.20	30.82	31.59	881-930
	MONTHLY	4271.00	4378.00	4478.00	4590.00	4685.00	4802.00	
	YEARLY	51252.00	52536.00	53736.00	55080.00	56220.00	57624.00	
	50%	4698.10	4815.80	4925.80	5049.00	5153.50	5282.20	
<b>13</b>	HOURLY	29.46	30.20	30.82	31.59	32.19	32.99	931-980
	MONTHLY	4478.00	4590.00	4685.00	4802.00	4893.00	5014.00	
	YEARLY	53736.00	55080.00	56220.00	57624.00	58716.00	60168.00	
	50%	4925.80	5049.00	5153.50	5282.20	5382.30	5515.40	
<b>14</b>	HOURLY	30.82	31.59	32.19	32.99	33.55	34.39	981-1030
	MONTHLY	4685.00	4802.00	4893.00	5014.00	5100.00	5227.00	
	YEARLY	56220.00	57624.00	58716.00	60168.00	61200.00	62724.00	
	50%	5153.50	5282.20	5382.30	5515.40	5610.10	5749.70	

SECURITY POSITION : \$ 8.00 hour (under review)

**APPENDIX C:  
 BENEFIT SUMMARY**

<b>Benefit</b>	<b>Description</b>
Life Insurance	\$150,000
Accidental Death & Dismemberment	\$150,000
BC Medical Services Plan	As established by the Plan
Weekly Indemnity	<ul style="list-style-type: none"> <li>▪ .667 times the first \$577 of gross weekly earnings and 50% of the balance</li> <li>▪ maximum benefit \$1,500</li> </ul>
Long Term Disability Benefits	<ul style="list-style-type: none"> <li>▪ 365 day qualifying period</li> <li>▪ .6670 times the first \$2,550 of gross monthly earnings, and .5000 times the balance</li> <li>▪ maximum benefit of \$5,000</li> </ul>
Extended Health Care	<ul style="list-style-type: none"> <li>▪ 100% reimbursement of all eligible expenses to limits specified below</li> <li>▪ \$25 individual deductible per year</li> <li>▪ \$25 family deductible per year</li> <li>▪ Type of Expense:                             <ul style="list-style-type: none"> <li>- Prescription Drugs</li> <li>- Hospital: Ward to Semi-Private</li> <li>- Physiotherapist to \$750 limit / year</li> <li>- Psychologist to \$1,000 limit / year</li> <li>- Speech Therapist to \$1,000 limit / year</li> <li>- Chiropractor to \$750 limit / year</li> <li>- Massage Therapist to \$750 limit / year</li> <li>- Podiatrist to \$750 limit / year</li> <li>- Chiropodist to \$750 limit / year</li> <li>- Naturopath to \$750 limit / year</li> <li>- Orthopedic Shoes to 1 pair / year</li> <li>- Orthotics – not covered</li> <li>- Hearing Aids to \$1,000 every 4 years</li> <li>- Nursing Care to \$15,000</li> </ul> </li> </ul>

- Vision Care to \$200 every 2 years
- Medical Equipment – some limits apply

Dental

- Basic – 100%
- Major Restorative – 75%  
\$2,000 limit per year for combined  
Basic and Major Restorative expenses
- Orthodontic – 50%  
\$2,000 maximum lifetime amount for  
each insured dependent child under the  
age of 19

**LETTER OF AGREEMENT (A)  
EMPLOYEE PERFORMANCE & DEVELOPMENT PROGRAM**

between

INSTITUTE OF INDIGENOUS GOVERNMENT

and

INSTITUTE OF INDIGENOUS GOVERNMENT FACULTY AND STAFF  
ASSOCIATION

**Re: Employee Performance and Development Program**

The parties agree that the success of the IIG in achieving its vision is closely linked to the development and performance of the employees of IIG. The parties agree that it is mutually beneficial to develop an Employee Performance and Development Program which enables and supports the achievement of this vision while supporting employee development and performance goals.

The parties agree that the Joint Union Management Committee shall participate in the development of the IIG Employee Performance and Development Program and shall make recommendations to the President in regards to the content, implementation and process.

The President shall consider the recommendations and implement a program within three months of receiving the input of the Joint Union Management Committee.

DATED this \_\_\_\_ day of \_\_\_\_\_ 1999

The Institute of Indigenous  
Government  
Staff and Faculty Association

Institute of Indigenous  
Government

**LETTER OF AGREEMENT (B) IMPLEMENTATION OF SALARY GRID**

between

INSTITUTE OF INDIGENOUS GOVERNMENT

and

INSTITUTE OF INDIGENOUS GOVERNMENT FACULTY AND STAFF  
ASSOCIATION

- a) The Faculty Salary Grid (Appendix A) shall be implemented as follows:

Year 1 effective April 1, 1998  
Year 2 effective April 1, 1999  
Year 3 effective April 1, 2000

As of May 1, 2000, term faculty shall receive an increase of 2% in the per course rate of \$4000.<sup>00</sup> to become \$4080.<sup>00</sup> per course.

- b) The placement on the Faculty Salary Grid of continuing faculty and term faculty employed to teach three or more courses in a term will be as follows:
1. A joint review committee consisting of not more than two representatives from each party and as selected by each party respectively, shall review the history of each faculty member and make recommendations to the President for placement on the grid based on the criteria in Article 30. Compensation, item b) Salary Step on Appointment.
  2. The President will review the recommendations and come to a decision on placements and advise the Union in writing.
  3. Disagreement with the placement may be appealed to the President in writing including reasons.
  4. The President will advise the Union of the final decision within 5 working days.

5. The Union may appeal the decision to an Umpire as follows:
  - i) The Union shall provide to the Umpire (to be determined by mutual agreement by the parties) the written rationale for their appeal.
  - ii) The Employer shall provide written rationale to the Umpire for the initial placement of the position on the grid. A copy of this rationale shall also be provided to the Union.
  - iii) The Umpire shall review the material, and may if necessary, ask for verbal submissions from the employee and the Employer. The Umpire shall review all the submissions and shall submit a written decision to both parties within 30 days of the initial date of the appeal being filed or verbal submissions whichever is later. The decision shall be final and binding.
6. In the event that an employee receives an increase in salary, the effective date of implementation will be the date of ratification of the Collective Agreement.
7. In the event that an employee is placed on the salary scale at a level with a lower annual salary, the employee's salary will be frozen until the negotiated increases exceed the current red-circled salary.
8. For purposes of increments, the anniversary start date in the most recent position will be established as the new anniversary date.
- c) The salary of Faculty member, Sylvia Walsh, shall be adjusted as of April 1, 2000 to receive a salary increase of 2% and will receive subsequent negotiated salary increases for Faculty within the term of this Agreement.
- d) The position occupied by Jennie Blankinship will remain in the Faculty group while she occupies the position. At such time that she leaves the position, the position will be reviewed and placed in the appropriate group.

- e) The IIG Staff Salary Schedule Staff (Appendix B) shall be increased by 2% effective April 1, 2000. The Security position shall receive a 2% increase effective April 1, 2000.
  
- f) The Implementation of the job evaluation plan and schedule as described in Letter of Agreement B (IIG Staff Job Evaluation Plan) and Appendix B (IIG Staff Salary Schedule) will occur within six months of the ratification of the Collective Agreement as follows:
  - 1. The staff and non-instructional positions will be reviewed and rated by the Employer as described in the IIG Staff Job Evaluation Plan. The Employer will advise the Union in writing of the ratings.
  - 2. The incumbents of the rated positions will be placed on the IIG Staff Salary Schedule at the level determined through the evaluation process in 1) above.
  - 3. The incumbents will be placed at the same step within the level on the salary schedule as their current step.
  - 4. In the event that an employee receives an increase in salary, the effective date of implementation will be the date of ratification of the Collective Agreement.
  - 5. In the event that an employee is placed on the salary scale at a level with a lower biweekly salary, the employee's salary will be frozen until the negotiated increases exceed the current red-circled salary.
  - 6. For purposes of increments, the anniversary start date in the most recent position will be established as the new anniversary date.

g) **Staff Appeal Process for Initial Placement on Scale**

In the event that an employee is not satisfied with the initial placement in the new IIG Staff Job Evaluation plan, the employee shall have a right to appeal that initial placement.

- 1. An employee wishing to initiate an appeal shall do so within 30 days of notice to the Union of the initial placement, by written notice including a rationale for appeal to the IIG President.

**INSTITUTE OF INDIGENOUS GOVERNMENT  
SEPTEMBER 1, 1998 TO MARCH 31, 2001**

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2. The Union shall provide to the Umpire (to be determined by mutual agreement by the parties) the written rationale for the appeal.
3. The Employer shall provide written rationale to the Umpire for the initial placement of the position on the grid. A copy of this rationale shall also be provided to the Union.
4. The Umpire shall review the material, and may if necessary, ask for verbal submissions from the employee and the Employer. The Umpire shall review all the submissions and shall submit a written decision to both parties within 30 days of the initial date of the appeal being filed or verbal submissions whichever is later. The decision shall be final and binding.
5. In the event that the employee is reclassified to a higher rated position, the effective date for the purposes of compensation shall be the signing date of the Agreement.

DATED this \_\_\_\_ day of \_\_\_\_\_, 1999

The Institute of Indigenous  
Government  
Staff and Faculty Association

Institute of Indigenous  
Government

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