

**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**

**(Herinafter called the “Union”)**

**Effective from September April 1, 2001  
to and including March 31, 2004.**



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## **Preamble**

The Institute of Indigenous Government was created by the Indigenous Nations of what is now known as British Columbia to meet the unique educational needs of their community members under the direction of the leaders of those Nations, the Chiefs.

The Institute provides a learning forum to ensure there will be effective indigenous governance in the future. It is recognized that each Nation is unique but that in the interests of creating a viable educational institute for all, common ground would have to be found. Communal interests taking precedence over individual interests is a common principle among the member Nations. The Institute was also founded on the fundamental principle of respect.

While the Institute of Indigenous Government exists within the laws of British Columbia, the members of the IIG recognise and respect the inherent rights of Indigenous laws, principles and practices passed down through oral history. Respect for Indigenous jurisdiction is fundamental for an institute of Indigenous government. It is within the spirit of these principles that the IIG was founded and will continue to grow.

The 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.

## **Article 1 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 schedules and standards for work; 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.

## **Article 2 Employee Rights**

### **2.1 Academic Freedom**

- 2.1.1 Society benefits from the search for knowledge and its free exposition. Academic freedom is essential to both these purposes in the teaching function of the Institute as well as in its scholarship and research.
- 2.1.2 Academic freedom is the freedom to examine, question, teach and learn, and it involves the right to investigate, speculate and comment without regard to prescribed doctrine. Academic freedom ensures:
- freedom in the conduct of teaching;
  - freedom in undertaking research and publishing or making public the results thereof; and
  - freedom from institutional censorship.
- 2.1.3 Academic freedom carries with it the duty to use that freedom in a responsible way and in a manner consistent with the scholarly obligation to base teaching and research on an honest search for knowledge the obligation to follow the curriculum requirements of the instructional assignment, and the obligation to respect Indigenous values, history and culture.
- 2.1.4 Academic freedom cannot be used as a defence to promote hatred of any individual or group of persons, or to defend against such unlawful activity as personal and sexual harassment.
- 2.1.5 The employer shall not infringe or abridge academic freedom of instructors in teaching, carrying out research and publishing the results thereof.

### **2.2 Personnel File**

The Institute shall maintain a personnel file for each employee that shall contain relevant documents pertaining to the employee's work performance and work history. Employees will be informed and copied on any new document placed on their personnel file. Employees may review their personnel file upon request to the Institute at any time and may, on request, receive a copy of any documents contained in that file. Employees may respond in writing to any document and such reply shall become part of the personnel file for the life of the documents.

Employees may request to the Union-Management Committee that documents on file be removed. Employees may submit unsolicited documents that pertain to their job performance, and these documents shall become part of their personnel file.

### **2.3 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.

## **Article 3 Bargaining Unit Description**

- 3.1 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.
- 3.2 At the signing of this Agreement, the positions not included in the Bargaining Unit are:
- President
  - Bursar
  - Dean of Academic Affairs
  - Accountant
  - Executive Coordinator
- 3.3 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.
- 3.4 Students funded under provincial work study programs and Elders are not members of the bargaining unit.

## **Article 4 Union Security**

### **4.1 Union Recognition**

- 4.1.1 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.
- 4.1.2 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**

- 4.2.1 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.
- 4.2.2 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**

- 4.3.1 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.
- 4.3.2 The Union shall advise the Employer in writing of all dues, initiation fees and assessments required by the Union.
- 4.3.3 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.

4.3.4 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:

- employee status
- total wages
- employee number
- payroll number
- the amount of the deduction

## **Article 5 Union Representation (General)**

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

## **Article 6 Employee Status**

### **6.1 Definitions**

- 6.1.1 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.
- 6.1.2 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.
- 6.1.3 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.
- 6.1.3.1 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.

## **Article 7 Regularization**

- 7.1 Regularization is a process whereby an employee's status under *Article 6, Employee Status* is changed from "term" to "continuing."
- 7.2 A term employee shall be offered a continuing appointment, either full-time or part-time, provided the following conditions are met:
- 7.2.1 the employee has worked at least two consecutive appointment years at a workload of fifty (50%) percent or greater for each of two (2) consecutive appointment years and there is a reasonable expectation of ongoing employment for which the employee is qualified at a workload of at least fifty (50%) percent or greater for two semesters in the next appointment year; or
- the employee has worked at least one hundred and twenty (120%) percent of a full-time continuing employee workload over two (2) consecutive years and there is a reasonable expectation of ongoing work for which the employee is qualified, of fifty (50%) percent or greater over the subsequent appointment year;
- 7.2.2 the employee's performance has been deemed satisfactory in accordance with the evaluation provisions of the Collective Agreement;
- 7.2.3 the work to be performed is funded through the Institute's base program profile budget; and
- 7.2.4 the work to be performed is not due to the provision of leave to another employee.
- 7.3 In the event of a dispute as to whether the need for services can reasonably be expected to be ongoing, the matter shall be referred to the Union-Management Committee.
- 7.4 In the event a faculty member, by virtue of *Article 7.2* above, received an annual contract at less than full-time, such contract may be supplemented by additional term contract(s) provided that the combined workload shall not exceed a full-time equivalent workload.

## **Article 8 Distributed Learning**

- 8.1 Distributed learning courses are those courses that are delivered wholly or primarily on-line or through the use of computer or other educational and institutional technologies.
- 8.2 The parties agree distributed learning work which is similar to work normally performed by bargaining unit members and which is funded through the program profile base budget is bargaining unit work except for administrative and/or technical support services provided through Aboriginal communities.
- 8.3 Distributed learning courses shall be assigned in accordance with the Collective Agreement. Prior to any assignment, employees will be provided with an opportunity to receive relevant training in the technology of distributed learning, which can be delivered and/or completed in a reasonable time frame. A faculty employee may refuse the assignment of such courses as part of his/her workload assignment, but such refusal may result in a reduction of the employee's workload assignment.
- 8.4 Instructors may elect, but shall not be required, to deliver distributed learning courses from their homes. Where a faculty member has been assigned a course that is taught primarily or solely online, and is electing to teach it from home, he/she shall be reimbursed for the cost of an Internet Service Provider until such time as alternate services are provided by the Institute.
- 8.5 The Institute will provide appropriate technical support to online students thus freeing instructors to focus their activities on course delivery. Instructors are expected to address the basic support needs of students when students who are in their first term of taking distributed learning courses.
- 8.6 The Institute shall provide instructors with the equipment and technical support required for delivery of distributed learning courses.
- 8.7 Training in the methodology and application of distributed learning is eligible for support through the Professional Development Fund consistent with the criteria developed by the Professional Development Committee.
- 8.8 Work to be performed by employees involving the development or delivery of distributed learning courses and services shall be posted in accordance with the Collective Agreement.
- 8.9 The Employer and Union agree to establish a Distributed Learning Workload Committee to review workload related issues involved in the delivery of distributed learning courses, curriculum and services. In order to ensure a workload for distributed learning that is consistent with the workload of other

employees, the Committee will prepare recommendations for the Union-Management Committee regarding workload definitions, timelines, curriculum development and the adaptation of existing courses for distributed learning. The Employer shall appoint two senior managers to the Committee and the Union shall appoint two members. The parties shall endeavour to appoint people with relevant knowledge and skill to the Committee.

## **Article 9 Technological Change**

- 9.1 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.
- 9.2 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.
- 9.3 The notice given shall contain the following information:
- the nature of the technological change
  - the date on which the employer proposes to effect the change
  - the approximate number and type of employees likely to be affected by the change
- 9.4 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.
- 9.5 Technological change shall not include normal lay-offs resulting from a cessation of work.

## **Article 10 Seniority**

- 10.1 Seniority date for full-time continuing faculty and staff 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.

- 10.2 The seniority ranking of the current continuing faculty employees is listed in *Schedule A*.
- 10.3 The seniority ranking of the current continuing staff employees is listed in *Schedule A*.
- 10.4 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.
- 10.5 Term employees shall accrue seniority as term employees for purposes of:
- 10.5.1 layoff and recall as described in *Article 15, Layoff and Recall*
- 10.5.2 application for continuing positions as an internal applicant as described in *Article 13, Job Postings and Vacancies* after earning the equivalent of two years of seniority.
- 10.6 Term employees on the seniority list shall have the right of first refusal for courses that they have taught in the past.
- 10.7 Seniority will be the deciding factor where two (2) or more qualified instructors are applying for the same course.
- 10.8 Recall limits are provided in *Articles 15.3.4* and *15.4.3*.
- 10.9 Calculation of seniority for term employees is as follows:
- Term faculty employees accrue seniority based on courses taught or other assignments.
  - Term staff employees accrue seniority based on days which they received regular pay.
- 10.10 The seniority ranking of term faculty employees as of May 8, 1998 is listed in *Schedule A*.
- 10.11 *Schedule A* shall be revised annually, on or about June 1<sup>st</sup> and a copy shall be forwarded to the Union. The Union shall communicate any concerns to the Employer within three weeks of receipt of the revised *Schedule A*. Any disputes in the seniority lists shall be referred to the Union-Management Committee.

## **Article 11 Non Bargaining Unit Employees – Bargaining Unit Work**

- 11.1 Administrators shall not normally or on an on-going basis perform the work for which the bargaining unit has been certified.
- 11.2 In the instructional area, administrators may instruct a course when:
- 11.2.1 The instructor who normally instructs that course has not been given a reduced assignment/appointment as a result of the work being performed by a non-bargaining unit employee.
- 11.2.2 The administrator who is assigned the work has the educational and training background specific to the course being delivered.
- 11.2.3 The assignment has been reviewed by the Joint Committee on Academic Planning *Article 12.5*.
- 11.3 The Employer shall consult with the Union prior to assigning work to a non-bargaining unit employee.

## **Article 12 Workload / Hours of Work**

### **12.1 General**

- 12.1.1 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.
- 12.1.2 Employees shall have two consecutive days of rest per week.

### **12.2 Staff and Non-Instructional Faculty**

- 12.2.1 The regular work day shall be up to seven hours or thirty-five hours per week.
- 12.2.2 The work schedule shall recognize the operational and service needs of the Institute.
- 12.2.3 Employees working five hours or more in a day shall be entitled to a one hour unpaid meal break.

12.2.4 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 *Article 12.2.3* above, employees shall have one fifteen minute break for each three hours worked.

12.2.5 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:

- 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.
- two times the regular rate for hours worked in excess of ten hours in a day or forty-two hours in a week.

### **12.3 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:

12.3.1 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.

12.3.2 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.

12.3.3 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:

- 12.3.3.1 Four sections may be assigned per term. No more than three different sections per term may be assigned when an instructor is in the first year of a continuing appointment or when an instructor has been assigned one or more new courses to deliver.

- 12.3.3.2 When an instructor is assigned a course in the Spring Term, the subsequent Fall or prior Winter terms' assignment shall not exceed three courses.
- 12.3.3.3 No more than one course can be assigned in the Spring Term, except by the mutual agreement of the instructor.
- 12.3.4 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.
- 12.3.5 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:
  - 12.3.5.1 Employees shall be credited for each additional instructional hour above the maximum eight courses per year.
  - 12.3.5.2 Employees shall be credited for each additional instructional hour above the two, three-hour sections per day (or equivalent)
  - 12.3.5.3 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.
  - 12.3.5.4 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.

#### **12.4 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:

- 12.4.1 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.
- 12.4.2 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.
- 12.4.3 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:
- no more than 3 different courses / term, and
  - 4 courses cannot be assigned back to back in each of the consecutive Fall and Winter terms.
- 12.4.4 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.

## **12.5 Joint Committee on Academic Planning**

- 12.5.1 The Joint Committee on Academic Planning shall consist of the President (or his/her designate), the Dean and three faculty representatives appointed by the Union.
- 12.5.2 The Committee shall meet as necessary, but at least once a semester. The Committee shall make recommendations on the following:
- Course offerings for each academic year.
  - Instructional faculty assignments for course offerings will be made with due consideration given to scholarly/professional competence and pedagogic effectiveness. The recommendations on assignments normally shall be made available at least one month prior to the commencement of each term. Revisions to these assignments may be made under extenuating circumstances.
- 12.5.3 Normally the Committee's recommendations will be implemented by the Employer.

- 12.5.4 The Employer shall advise the instructional faculty regarding instructional assignments one month prior to the assignment period or within one week of the receipt of the recommendations, whichever is the lesser time period.
- 12.5.5 The Committee may make recommendations including, but not limited to, curriculum development and new course assignments.

### **Article 13 Job Postings and Vacancies**

- 13.1 Candidates for positions at the Institute are expected to have an understanding and appreciation of Indigenous culture, tradition and history, and a basic understanding of Indigenous knowledge where it pertains to the subject matter taught.
- 13.2 The basic educational qualifications to instruct university transfer courses shall be a Masters' Degree or equivalent other educational qualifications. Applicants who are recognized by professionals/academics/Indigenous peoples external to the Institute as having exceptional knowledge and experience in the relevant field may have these requirements waived. The basic educational qualifications for other courses shall be an appropriate professional designation plus several years' experience in the field. When candidates with acceptable basic qualifications are not available, the employer may appoint an individual for one term. The position will be re-posted on a term-to-term basis until a candidate with the appropriate qualifications is appointed.
- 13.3 Instructors who are in the seniority list and who lack the basic educational qualifications for a position shall be provided a "grace period" to complete their advanced degree consistent with the completion policies of the University.
- 13.3.1 Instructors in progress in advanced studies shall advise the Institute of the date they started the program and the completion policies of the University.
- 13.3.2 Instructors who have not started advanced studies shall have until September 1, 2002 to register. Once registered, they will advise the Institute of the start date, and the completion policies of the University.

## **Article 14 Hiring Procedure and Selection Committee**

### **14.1 Selection Committee for Employees**

14.1.1 A selection committee shall be established by the President or designate and shall be comprised of a senior manager, the supervisor, others as deemed appropriate and two faculty or staff representatives appointed by the Union. The Union shall endeavor to appoint members with qualifications and experience relevant to the vacant position's respective field.

14.1.2 The Selection Committee shall recommend to the President the specifications (qualifications and experience) required for the position.

14.1.3 The Selection Committee shall be responsible for short-listing, interviewing and recommending suitable candidates to the President.

### **14.2 Selection Committees for Excluded Positions**

Selection Committees established for excluded employees, except for the positions of President and Bursar, shall consist of 50% representation by faculty or staff employees elected by faculty or staff.

### **14.3 Promotions, Transfers, Demotions**

14.3.1 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.

14.3.2 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.

14.3.3 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.

14.3.4 The successful applicant shall be notified in writing. The letter shall include the job description, pay range and wage step to be applied.

14.3.5 The unsuccessful internal applicants shall be notified in writing.

## **Article 15 Layoff and Recall**

15.1 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.

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

### **15.3 Faculty Layoff and Recall**

15.3.1 Layoff shall occur in reverse order of seniority provided the more senior employee is qualified to do the work, in the following order:

- term employees in reverse order of seniority
- probationary employees in reverse order of seniority
- continuing employees in reverse order of seniority

15.3.2 Employees shall remain on the recall list for one year from date of layoff. Employees are required to notify in writing the Employer of their current address and telephone number to maintain their status on the recall list.

15.3.3 Recall shall occur in order of continuing employees followed by term employees by seniority, provided the employee has the basic qualifications to perform the duties of the position.

15.3.4 Term employees are not entitled to be recalled to continuing positions.

15.3.5 No new continuing or term employees shall be hired until employees on the recall list with the basic qualifications have been given first right of refusal.

15.3.6 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.

#### **15.4 Staff Layoff and Recall**

- 15.4.1 Staff employees shall remain on the recall list for nine months from date of layoff.
- 15.4.2 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.
- 15.4.3 Term employees are not entitled to be recalled to continuing positions.
- 15.4.4 Employees are required to notify in writing the Employer of their current address and telephone number to maintain their status on the recall list.
- 15.4.5 Staff employees may refuse recall to work if given less than one week to report to work.

#### **15.5 Layoff and Recall Extension**

- 15.5.1 Notwithstanding the recall limits noted in Articles 15.3.2 and 15.4.1, the recall period will be extended to two years for employees who may be laid off on or before March 31<sup>st</sup> of 2004.
- 15.5.2 This extension of the recall limit is provided in recognition of the potential facility relocation and educational program plans of the employee.

### **Article 16 Contracting Out**

- 16.1 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.
- 16.2 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.

### **Article 17 Union Management Committee**

- 17.1 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.

## **17.2 Composition**

- 17.2.1 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.
- 17.2.2 Additional representatives may attend the meetings from time to time in order to provide information and or assistance to the parties.
- 17.2.3 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:
- problems with application or interpretation of parts of the Agreement
  - matters of Employer-employee relations arising out of the Agreement
  - policy matters under consideration by the Employer which may be in conflict with the Agreement.
- 17.2.4 This Committee shall not participate in any grievances submitted under the Grievance Procedure in the Agreement. The discussions and recommendations of the Committee shall not be binding to either party.
- 17.2.5 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.

## **Article 18 Probation**

- 18.1 All employees appointed to a continuing position must satisfactorily complete a probationary period.
- 18.2 For continuing faculty positions, the probation period shall be the equivalent of one typical full year's assignment. Normally, faculty shall not serve a probationary period greater than one (1) calendar year. Exceptions to the one-year limit shall apply where performance has not been satisfactory and an improvement action plan has been implemented.
- 18.3 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.

- 18.4 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.
- 18.5 Employee performance shall be monitored during the course of the probation period. The Employer shall provide each probationary employee with a formative evaluation after six (6) months for faculty, and three (3) months for support. In the formative evaluation, the probationary employee will be made aware of their strengths and weaknesses in order to make improvements.
- 18.6 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.
- 18.7 Term appointments shall be subject to probationary requirements for continuing employees as in *Articles 18.2, 18.3 and 18.6* above. Term employees' performance will be measured against the same standards of performance as continuing employees. Where the performance of a term employee is deemed unsuitable, and the employee has been advised of these standards and the performance expectations, no further offers of employment shall be made.

## **Article 19 Professional Development – Staff**

- 19.1 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.
- 19.2 Leave for professional development shall include time off with pay to attend conferences, workshops, and courses.
- 19.3 The scheduling of professional development leave shall be mutually agreed to by the employee and the Institute subject to *Article 12, Workload/Hours of Work*.
- 19.4 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.
- 19.5 Staff shall not be eligible for overtime while on pay for professional development or development requested by the Institute.

## **Article 20 Professional Development – Faculty**

- 20.1 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.
- 20.2 Leave for professional development shall include time off with pay to attend conferences, workshops or credit courses at post-secondary institutions.
- 20.3 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.
- 20.4 The scheduling of professional development leave shall be mutually agreed to by the employee and the Institute subject to *Article 12, Workload / Hours of Work*.
- 20.5 Time taken to attend training or sessions at the request of the Institute shall not be considered as part of the annual professional development leave.

## **Article 21 Professional Development Fund and Committee**

- 21.1 The Employer will establish a Professional Development Fund that will be mutually administered by a Professional Development Committee (PD Committee).
- 21.2 The Union and Employer agree to establish a PD Committee composed of two (2) representatives of the Employer and two (2) Union representatives appointed by the Union.
- 21.3 The Committee will be responsible for approving funds for professional development activities such as tuition, travel, conference fees, course materials and educational leave, costs that are not covered in *Articles 19 and 20*.
- 21.4 The Fund will be the amount approved for local bargaining as provided through the Common Agreement for 2001/2004 (estimate is \$25,000).
- 21.5 The Committee may allocate up to 40% of the Fund to be distributed on an equitable basis to employees.
- 21.6 The Committee may allocate up to 40% of the Fund to be set aside for long-term educational leave.

- 21.7 Any unused portion in a fiscal period will be carried forward to the next fiscal period.
- 21.8 The Committee will be responsible for developing its own terms of reference and criteria for disbursements, subject to the provisions of the Collective Agreement, and the approval of the Union-Management Committee, prior to any disbursements.
- 21.9 Applications for Assisted Leaves shall be processed as follows:
- 21.9.1 An employee applying for an assisted leave shall submit his/her application to the PD Committee no later than October 1<sup>st</sup>, of the year preceding the requested leave of absence.
- 21.9.2 The PD Committee will screen the applications and advise the President and the candidates of their selection status in writing by October 31<sup>st</sup>. When responding to the applicants whose application has been rejected or deferred, the PD Committee will state the reasons for the decision.
- 21.9.3 Successful candidates will advise the PD Committee of their acceptance/decline of the assisted leave within three (3) weeks of the date the decision of the Committee was communicated to them.
- 21.9.4 If an approved application is turned down by the applicant, the PD Committee may process other applications in accordance with established policies.
- 21.10 Employees shall have the right to appeal a decision of the Professional Development Committee to the Union-Management Committee. Appeals must be submitted to the Union-Management Committee within three weeks after the decision under appeal was made.

## **Article 22 HARASSMENT**

### **22.1 Statement of Commitment**

- 22.1.1 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.
- 22.1.2 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.

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

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

## **22.2 Definitions**

22.2.1 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.

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

- is abusive or demeaning,
- would be viewed by a reasonable person experiencing the behaviour, as an interference with the person's participation in activities at the IIG,
- creates a poisonous environment.

22.2.3 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.

22.2.4 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

- which interferes with another person's participation in IIG activities; or
- detrimentally affects the work environment; or
- which creates a poisonous environment.

## **22.3 Procedures**

22.3.1 Harassment complaints will be received by the President. In the event the President is the subject of the complaint, a nominee of the Board Chair will receive the complaint.

### 22.3.2 Aboriginal Method

Employees may process complaints of harassment through traditional Aboriginal Methods of conflict resolution in lieu of the mediation process. When a complaint is to be addressed through an Aboriginal Method, both the complainant and respondent must agree to the approach.

### 22.3.3 Mediation

- 22.3.3.1 When a complaint is received by the Employer involving an individual covered by this Collective Agreement, the parties will initiate a mediation procedure.
- 22.3.3.2 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.

### 22.3.4 Investigation

- 22.3.4.1 Where the complainant is not satisfied with the outcome of the Aboriginal Method or 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.

#### 22.3.4.2 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.

### 22.4 Findings

22.4.1 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.

22.4.1 The determination will:

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

## **22.5 Rights of the Parties**

- 22.5.1 These procedures may not be used where a complainant has filed a complaint under the Human Rights Code.
- 22.5.2 The above noted procedure does not restrict the Employer's right to take disciplinary action or the Union's or employee's right to grieve such disciplinary action or to grieve an alleged violation of this Article.

## **22.6 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.

## **Article 23 PERSONAL HARASSMENT**

- 23.1 For the purposes of this article, personal harassment includes:
- 23.1.1 Physical threat, intimidation, or assault
- 23.1.2 Unwelcome behaviour 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
- 23.1.3 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.
- 23.2 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.
- 23.3 Employees may process complaints of personal harassment using the methods and rights provided in *Article 22*.

## **Article 24 Progressive Discipline, Suspension, and Dismissal**

### **24.1 Progressive Discipline**

- 24.1.1 Progressive discipline steps shall be initiated for inappropriate conduct as warranted. Depending on the severity of the situation(s), such discipline shall begin with verbal warning(s), then progress to a written warning, then progress to suspension and finally to dismissal.
- 24.1.2 No employee shall be discharged, suspended, or in any way disciplined without just and reasonable cause.
- 24.1.3 The Union shall be notified prior to any meeting between an employee and a representative of the Employer, which is disciplinary. The employee will advise the Employer regarding the Union representative to receive the notification. In the absence of such notification, the notice will be forwarded to the designated Staff Representative for the Union.
- 24.1.4 The employee has the right to be accompanied by a representative of the Union, and shall be informed of this right by the Employer representative involved prior to the meeting.
- 24.1.5 An employee shall be notified verbally of the reasons for any disciplinary action at the time the discipline is imposed. If the disciplinary action involves a written warning, the Employer shall provide the letter to the employee, copied to the Union within five (5) working days of the meeting in Article 24.1.3 above. The written warning 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.
- 24.1.6 A dismissed employee shall have the right to grieve the dismissal by submission of a grievance to Arbitration (under *Article 25, Grievance Procedure and Arbitration*) at Step 5.

## **Article 25 Grievance Procedure and Arbitration**

- 25.1 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.

25.2 Grievances shall be resolved without work stoppage, and the following steps shall be undertaken without delay.

### **25.3 Step 1**

25.3.1 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. The Union shall be made aware of the meeting at least two business days prior to it taking place. A decision shall be rendered within twenty-four (24) hours.

25.3.2 Step 1 shall not apply to Union or policy grievances initiated by the parties to the Agreement. These grievances shall commence at Step 2. Grievances involving the dismissal of an employee shall proceed directly to Step 5.

### **25.4 Step 2**

25.4.1 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.

### **25.5 Step 3**

25.5.1 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.

### **25.6 Aboriginal Method or Mediation**

#### **25.6.1 Aboriginal Method**

At step 4, employees may elect to process a grievance through traditional aboriginal methods of conflict resolution in lieu of the mediation process. When a grievance is to be addressed through an Aboriginal method, both the Employer, Union and employee must agree to the approach. Where either of the parties are not satisfied with the outcome of the Aboriginal Method, the grievance may be taken forward to Step 5 of the grievance process within the time limits of this Article for Step 4.

#### 25.6.2.1 Mediation

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.

25.6.2.2 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.

25.6.2.3 The Mediator shall begin proceedings within twenty-eight (28) days of being appointed.

25.6.2.4 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.

25.6.2.5 If the parties are unable to settle the difference, either party may end mediation by written notice to the Mediator and the other party.

25.6.2.6 Any expenses and compensation of the Mediator shall be shared equally between the parties.

### **25.7 Step 5 (Arbitration)**

25.7.1 Failing satisfactory settlement, the grievance may be submitted by either party to binding arbitration within ten (10) days of the Employer's written response to Step 3 or the conclusion of Step 4. The parties shall endeavor to agree on a sole arbitrator.

25.7.2 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.

#### 25.7.3 Powers of Arbitrator

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

25.7.3.2 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.

#### 25.7.4 Expenses of Arbitrator

- 25.7.4.1 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.

### **Article 26 Health and Safety**

- 26.1 The Employer agrees to make reasonable and proper provision for the maintenance of high standards of health and safety in the workplace.
- 26.2 The Union and the Employer 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.
- 26.3 Employees have the right to know when they are exposed to a risk of violence in the workplace. The Employer will inform employees of risk from persons known to have a history of violent behavior and whom employees are likely to encounter in the course of their work.

### **Article 27 Occupational Health and Safety Committee**

- 27.1 The Employer shall maintain an Occupational Health and Safety Committee in keeping with the regulations of the Workers' Compensation Board and ensure the Committee carries out all the duties and responsibilities in accordance with the regulations. The Union shall appoint two (2) employee representatives to the Committee or such greater number as the Employer may appoint.
- 27.2 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 relevant regulations of the Workers' Compensation Act.
- 27.3 The Committee shall be notified in writing of each incident, complaint or concern regarding health and safety, and shall investigate and report in writing on the nature and cause of each.
- 27.4 The Employer agrees to seek the cooperation of the Workers' Compensation Board in hosting annual workshops on the role and responsibility of the

Occupational Health and Safety Committee, including workshops on "Violence in the Workplace".

## **Article 28 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.

## **Article 29 Health and Welfare Benefits**

- 29.1 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.
- 29.2 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.
- 29.3 A dependent spouse is under the age of 70 and is either:
- (i) A person legally married to the employee; or
  - (ii) 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.
- 29.4 A dependent is an unmarried child, either:
- (i) Of the employee or of the legal spouse, who is fully dependent on them for support; or
  - (ii) 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
  - (iii) 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.

### **29.5 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.

### **29.6 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.

### **29.7 Dental Plan**

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

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

### **29.8 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.

### **29.9 Weekly Indemnity Insurance**

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

29.9.1 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.

29.9.2 Employees are responsible for payment of 100% of the premium for the Weekly Indemnity Insurance.

## **29.10 Long Term Disability Insurance**

- 29.10.1 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).
- 29.10.2 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.
- 29.10.3 Employees are responsible for payment of 100% of the premium for the Long Term Disability Insurance.
- 29.10.4 The Long Term Disability Plan is described in *Appendix 4*. 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.

## **Article 30 Payment of Wages and Allowances**

### **30.1 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.

### **30.2 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.

### **30.3 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:

30.3.1 For assignment within the bargaining unit as described in *Article 30.2* above.

30.3.2 For assignment outside the bargaining unit:

30.3.2.1 For assignments outside the bargaining unit that are longer than a week's duration, the assignment shall be subject to the following terms:

- i. The employee shall be temporarily appointed to the position and be paid salary and placement terms and conditions appropriate to the responsibilities assumed as determined by the appropriate job evaluation system. In the event a job evaluation system is not in place, the employee shall be paid a minimum of 50% of the difference between the base rate of the employee's position and the rate for the temporary 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.

## **Article 31 Allowances**

### **31.1 Mileage**

31.1.1 Employees required to use private vehicles for Institute business will be reimbursed at the rate at the rate approved for BC government employees.

31.1.2 This rate will be reviewed annually on March 31<sup>st</sup> and will be adjusted to reflect the new rate effective April 1<sup>st</sup>.

## **31.2 Meals and Accommodation**

- 31.2.1 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, except for daily per diems.
- 31.2.2 Per diem rates shall be provided consistent with rates established for BC government employees. Such rates shall be reviewed March 31<sup>st</sup> and made effective April 1<sup>st</sup>. Adjustments for meal breakdowns will be at the same ratio (to the nearest 5 cents) as follows:
- |            |         |
|------------|---------|
| Breakfast: | \$9.75  |
| Lunch:     | \$13.00 |
| Dinner:    | \$21.75 |
- 31.2.3 Lodging: Actual cost based on single occupancy at BC government approved rates, where applicable.

## **Article 32 Compensation**

### **32.1 Continuing Faculty**

#### **32.1.1 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.

#### **32.1.2 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 1* of the Agreement to a maximum of Step 3, based on the criteria outlined in 32.1.3. 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.

### 32.1.3 Credentials

- 32.1.3.1 Degrees will determine placement on the scale:
- Bachelor's degree Step 1
  - Master's degree Step 2
  - Doctoral degree Step 4
- 32.1.3.2 The basic educational qualifications to instruct university transfer courses shall be a Masters' degree or equivalent other educational qualifications. Applicants who are recognized by professionals/academics/Indigenous peoples external to the Institute as having exceptional knowledge and experience in the relevant field may have these requirements waived. The basic educational qualifications for other courses shall be an appropriate professional designation plus several years' experience in the field.
- 32.1.3.3 Faculty completing Masters' 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.

### 32.1.4 Experience

- 32.1.4.1 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.
- 32.1.4.2 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.
- 32.1.4.3 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.

### 32.1.5 Progression

Continuing Faculty shall be eligible for an increase to the next step on the salary scale effective August 1<sup>st</sup>, 2002 to the maximum of the salary scale, subject to satisfactory performance reviews. Increments will not be withheld if performance reviews are not completed in a timely manner. Faculty whose initial appointment is between March 31<sup>st</sup> and July 31<sup>st</sup>,

shall not receive the first increment the following August 1<sup>st</sup>. This article, except for increment dates, shall come into effect the year following the adoption of an Employee Performance and Development Program as noted in LOA #2.

## **32.2 Term Faculty**

### 32.2.1 Functions

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

### 32.2.2 Salary on Appointment

32.2.2.1 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 1* based on criteria as described in *Article 32.1.2* above.

32.2.2.2 Term faculty employed to teach less than three courses in a term shall be paid in accordance with the Term Faculty Salary Scale in *Appendix 2*.

## **32.3 Staff**

### 32.3.1 Job Evaluation Plan and Salary Schedule

All staff shall be paid in accordance with the IIG Staff Salary Scale, *Appendix 3* and *Article 33.1*.

### 32.3.2 Progression on Scale

Staff shall be eligible for an increase to the next step on the salary scale effective August 1<sup>st</sup>, 2002 to the maximum of the salary scale, subject to satisfactory performance reviews. Increments will not be withheld if performance reviews are not completed in timely manner. Staff whose initial appointment is between March 31<sup>st</sup> and July 31<sup>st</sup>, shall not receive the first increment the following August 1<sup>st</sup>. This article except for increment dates, shall come into effect the year following the adoption of an Employee Performance and Development Program as noted in LOA #2.

## **Article 33 Job Descriptions and Job Evaluation – Staff**

### **33.1 Job Descriptions and Classifications**

- 33.1.1 The Institute and Union agree to use the IIG Staff Job Evaluation Plan and the IIG Staff Salary Scale for all staff positions.
- 33.1.2 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.
- 33.1.3 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:
- 33.1.3.1 Provide to the President of IIG a rationale for the appeal. This rationale shall be in writing.
- 33.1.3.2 The President shall review the rationale for the appeal and render a written decision within 30 days of receipt of the appeal.
- 33.1.3.3 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.
- 33.1.3.4 The effective date for any adjustments to classification levels shall be the date the appeal was filed.
- 33.1.4 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 *Articles 33.1.2 and 33.1.3* 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.

33.1.5 Support staff employees who have qualifications and experience greater than those required for the position shall be granted up to two additional steps up to the maximum step for the position for one or more of the following reasons:

- Relevant work experience in an Indigenous organization.....1 Step for 1 Years
- Years of relevant experience working:
  - ◆ with the general public.....1 Step for 2 Years
  - ◆ in an academic environment .....1 Step for 2 Years
- Relevant Training completed.....1 Step
- Supervisory responsibilities.....1 Step

33.1.6 Support staff employees who are not at the maximum step for the position may qualify for up to two additional steps by improving their qualifications up to the maximum step for the position.

33.1.7 Any changes to placement within a Pay Group shall be retroactive to the date of the request for consideration.

### **Article 34 Management Job Evaluations**

The opinions of appropriate employees shall be considered in the regular evaluation of administrators including through the use of surveys and/or questionnaires.

### **Article 35 General (Unpaid) Leave**

35.1 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. Such leaves shall not be unreasonably denied.

35.2 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.

35.3 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.

- 35.4 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.
- 35.5 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.

### **Article 36 Leave - Court Duties**

- 36.1 An employee who is subpoenaed for jury duty, or as a witness, shall be granted time off with pay for the period of leave.
- 36.2 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.
- 36.3 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.

### **Article 37 Leave for Union Business**

- 37.1 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:
- 37.1.1 The leave shall not exceed three (3) years.
- 37.1.2 The granting of leave shall be subject to reasonable and bona fide curriculum and scheduling requirements.
- 37.1.3 The employee must submit a written application twenty (20) working days in advance of a semester start date where such leave is for an extended period. For leaves of a week or less, a minimum of 24 hours advance application is required.
- 37.1.4 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.

37.1.5 An employee granted 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.

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

### **Article 38 Special Leave**

38.1 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:

38.1.1 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;

38.1.2 In the event of a serious illness of a parent;

38.1.3 Cultural leave to attend special Indigenous events;

38.1.4 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;

38.1.5 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.

### **Article 39 Political Leave**

39.1 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.

39.2 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.

- 39.3 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 will not be unreasonably withheld provided that the IIG will not be negatively impacted.
- 39.4 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.

## **Article 40 Vacation**

- 40.1 The annual vacation entitlement for continuing full-time faculty is 40 days.
- 40.2 The annual vacation for continuing full-time staff is as follows:
- Fifteen days per year in the first year of employment
  - Twenty days per year in the fifth year
  - Twenty-five days per year in the tenth year
  - Thirty days per year in the fifteenth year and beyond
- 40.3 Part-time continuing faculty and staff shall be entitled to a pro-rated vacation to reflect the actual workload.
- 40.4 The following applies to continuing faculty and staff:
- 40.4.1 Vacation entitlement shall be credited for the vacation year, at the beginning of the calendar year.
  - 40.4.2 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.
  - 40.4.3 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.
  - 40.4.4 New employees are entitled to take vacation after the first three months of employment.
  - 40.4.5 On or about April 15<sup>th</sup> of each year, the Employer will circulate a vacation-planning schedule to employees. Employees will return the vacation-planning schedule, including requests for deferred vacation, to

the Employer within three weeks. Vacation schedules and deferred vacation shall be approved by a mutual agreement subject to the operational requirements of the Institute. Employees who do not forward a vacation-planning schedule shall have their vacations scheduled by the Employer.

- 40.4.6 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.
- 40.4.7 In the event that a statutory holiday falls on a scheduled vacation day, the employee will not be debited for a vacation day.
- 40.4.8 Employees may defer up to fifteen (15) days of vacation time to a subsequent period. The deferred time must be used by the end of the subsequent year. Scheduling of deferred time shall be by mutual agreement subject to operational requirements, and shall not be unreasonably denied.
- 40.4.9 Deferred vacation must be approved by the President, which will not be unreasonably withheld.
- 40.5 Term employees shall receive vacation pay at the rate of 6% of regular pay at the end of each period of employment. The rate shall be changed to 8% effective 1<sup>st</sup> April, 2002.
- 40.6 Employees going on vacation shall have their full pay provided to the next pay period. The Employer shall deposit vacation pay on regular pay periods into an account specified by the employee. Advances beyond this provision may occur for exceptional circumstances.

## **Article 41 Statutory Holidays**

41.1 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
- 41.2 Aboriginal Day, June 21 declared as a holiday. Employees are entitled to the day off with pay.
- 41.3 When the holiday falls on a scheduled day of rest for the employee, the next regular working day shall be observed as the holiday.
- 41.4 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.

#### **Article 42 Sick Leave**

- 42.1 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.
- 42.2 Sick leave credits earned for continuing part-time employees shall be pro-rated to the actual hours paid.
- 42.3 Sick leave credits for continuing full-time employees shall be cumulative to a maximum of ninety (90) working days.
- 42.4 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.
- 42.5 Term employees employed to work for periods greater than 30 calendar days shall be entitled to accumulate sick leave credits in the same way as continuing employees in *Articles 42.1* and *42.2* above. Term employees can accumulate a maximum of fifteen days of sick leave credits.

- 42.6 Term employees will then be able to draw on their sick leave balance on a pro rata basis equivalent to their current term appointment
- 42.7 Unused sick leave credits earned by all employees shall be lost in the event of loss of seniority as described in of *Article 10.4*.

### **Article 43 Parental Leave (Pregnancy, Parental & Adoption Leave)**

All continuing employees are eligible for the following provisions.

#### **43.1 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 six (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.

#### **43.2 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 .

#### **43.3 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 *Article 43.1* above.

#### **43.4 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.

### **43.5 Reinstatement**

43.5.1 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.

43.5.2 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.

## **Article 44 Copyright and Intellectual Property**

### **44.1 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:

44.1.1 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

44.1.2 belongs to the school where one or more employees:

- have been hired or agrees to create and produce copyrightable work product for the institution, or
- are given release time from usual duties to create and produce copyrightable work product, or
- are paid, in addition to their regular rate of pay, for their time in an appointment to produce copyrightable work product.

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

Where the employee holds the copyright pursuant to 44.1.1, 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.

#### **44.3 Employee Rights to Materials Copyrighted by the Employer**

Where the school holds the copyright pursuant to 44.1.2, 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.

#### **44.4 Joint Review**

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

### **Article 45 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.

### **Article 46 Term**

This Agreement is binding on the respective parties from September 1, 2001 to and including March 31, 2004, 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.

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 24<sup>th</sup> day of January, 2002.

**PROVINCIAL SALARY SCALE**

<b>*Old Step</b>	<b>Step</b>	<b>2001/02</b>	<b>2002/03</b>	<b>2003/04</b>
14	1	66,504	71,000	73,257
13	2	64,436	66,512	68,238
12	3	62,587	64,162	65,445
11	4	60,791	61,812	63,048
10	5	59,047	59,462	60,651
9	6	57,352	57,112	58,254
8	7	55,706	54,762	55,857
7	8	54,107	52,412	53,460
6	9	52,554	50,062	51,063
5	10	51,046	47,712	48,666
4	11	49,581	-	-
3	12	48,158	-	-
2	13	46,776	-	-

Notes: \$3,166 added to Step 1 in April 1, 2002 and an additional \$900 added to Step 1 in April 1, 2003 as a Labour Market Adjustment

Scale Movement April 1, 2002:                    13 to 10  
*funded by Labour Market Adjustment*    12, 11 to 9  
    10 to 8  
    9, 8 to 7  
    7 to 6  
    6 to 5  
    Rest unchanged

\*Old step as per the 1998 – 2001 Collective Agreement

**Appendix 2: Term Faculty Salary Scale**

	2001-2002	2002-2003	2003-2004
Step 1	4162	4245	4330
Step 2	4682	4775	4871
Step 3	5202	5306	5412
Step 4	5722	5837	5953

- Movement on the scale:  
One step for each 6 courses or equivalent labs delivered.
- Honoraria of \$50.00 for Education Council and IIG Standing Committee meetings attended that are up to a half day.
- Honoraria of \$100.00 for Education Council and IIG Standing Committee meetings attended that are longer than a half day.

**Appendix 3: Staff Salary Scale**April 1, 2001 – March 31, 2002

			Step 2	Step 3	Step 4	Step 5	Step 6
1	HOURLY	14.80	15.16	15.54	15.94	16.33	16.75
	MONTHLY	2,244.17	2,299.25	2,357.58	2,417.92	2,476.17	2,539.67
	YEARLY	26,930	27,591	28,291	29,015	29,714	30,476
2	HOURLY	15.54	15.94	16.33	16.75	17.25	17.68
	MONTHLY	2,357.58	2,417.92	2,476.17	2,539.67	2,615.50	2,682.17
	YEARLY	28,291	29,015	29,714	30,476	31,386	32,186
3	HOURLY	16.33	16.75	17.25	17.68	18.30	18.75
	MONTHLY	2,476.17	2,539.67	2,615.50	2,682.17	2,775.75	2,844.42
	YEARLY	29,714	30,476	31,386	32,186	33,309	34,133
4	HOURLY	17.68	18.30	18.75	19.13	19.61	20.09
	MONTHLY	2,682.17	2,775.75	2,844.42	2,900.67	2,973.50	3,047.33
	YEARLY	32,186	33,309	34,133	34,808	35,682	36,568
5	HOURLY	18.75	19.13	19.61	20.09	20.92	21.44
	MONTHLY	2,844.42	2,900.67	2,973.50	3,047.33	3,172.17	3,251.25
	YEARLY	34,133	34,808	35,682	36,568	38,066	39,015
6	HOURLY	19.61	20.09	20.92	21.44	22.22	22.78
	MONTHLY	2,973.50	3,047.33	3,172.17	3,251.25	3,369.83	3,455.17
	YEARLY	35,682	36,568	38,066	39,015	40,438	41,462
7	HOURLY	20.92	21.44	22.22	22.78	23.52	24.12
	MONTHLY	3,172.17	3,251.25	3,369.83	3,455.17	3,567.50	3,658.08
	YEARLY	38,066	39,015	40,438	41,462	42,810	43,897
8	HOURLY	23.52	24.12	25.17	25.81	26.45	27.11
	MONTHLY	3,567.50	3,658.08	3,817.25	3,914.00	4,011.75	4,111.58
	YEARLY	42,810	43,897	45,807	46,968	48,141	49,339
9	HOURLY	25.17	25.81	26.45	27.11	27.87	28.57
	MONTHLY	3,817.25	3,914.00	4,011.75	4,111.58	4,227.17	4,333.33
	YEARLY	45,807	46,968	48,141	49,339	50,726	52,000
10	HOURLY	26.45	27.11	27.87	28.57	29.30	30.03
	MONTHLY	4,011.75	4,111.58	4,227.17	4,333.33	4,443.58	4,554.92
	YEARLY	48,141	49,339	50,726	52,000	53,323	54,659
11	HOURLY	27.87	28.57	29.30	30.03	30.72	31.49
	MONTHLY	4,227.17	4,333.33	4,443.58	4,554.92	4,658.92	4,775.50
	YEARLY	50,726	52,000	53,323	54,659	55,907	57,306
12	HOURLY	29.30	30.03	30.72	31.49	32.14	32.94
	MONTHLY	4,443.58	4,554.92	4,658.92	4,775.50	4,874.25	4,996.00
	YEARLY	53,323	54,659	55,907	57,306	58,491	59,952
13	HOURLY	30.72	31.49	32.14	32.94	33.56	34.39
	MONTHLY	4,658.92	4,775.50	4,874.25	4,996.00	5,090.67	5,216.50
	YEARLY	55,907	57,306	58,491	59,952	61,088	62,598
14	HOURLY	32.14	32.94	34.14	34.39	34.98	35.86
	MONTHLY	4,874.25	4,996.00	5,177.33	5,216.50	5,306.00	5,438.17
	YEARLY	58,491	59,952	62,128	62,598	63,672	65,258

Staff Salary Pay Scale April 1, 2002 – March 31, 2003

PAY GROUP		Step 1	Step 2	Step 3	Step 4k	Step 5	Step 6
1	HOURLY	15.09	15.46	15.86	16.26	16.65	17.08
	MONTHLY	2,289.08	2,345.25	2,404.75	2,466.25	2,525.67	2,590.42
	YEARLY	27,469	28,143	28,857	29,595	30,308	31,085
2	HOURLY	15.86	16.26	16.65	17.08	17.59	18.04
	MONTHLY	2,404.75	2,466.25	2,525.67	2,590.42	2,667.83	2,735.83
	YEARLY	28,857	29,595	30,308	31,085	32,014	32,830
3	HOURLY	16.65	17.08	17.59	18.04	18.67	19.13
	MONTHLY	2,525.67	2,590.42	2,667.83	2,735.83	2,831.25	2,901.33
	YEARLY	30,308	31,085	32,014	32,830	33,975	34,816
4	HOURLY	18.04	18.67	19.13	19.51	20.00	20.49
	MONTHLY	2,735.83	2,831.25	2,901.33	2,958.67	3,032.92	3,108.25
	YEARLY	32,830	33,975	34,816	35,504	36,395	37,299
5	HOURLY	19.13	19.51	20.00	20.49	21.33	21.87
	MONTHLY	2,901.33	2,958.67	3,032.92	3,108.25	3,235.67	3,316.25
	YEARLY	34,816	35,504	36,395	37,299	38,828	39,795
6	HOURLY	20.00	20.49	21.33	21.87	22.66	23.24
	MONTHLY	3,032.92	3,108.25	3,235.67	3,316.25	3,437.25	3,524.25
	YEARLY	36,395	37,299	38,828	39,795	41,247	42,291
7	HOURLY	21.33	21.87	22.66	23.24	23.99	24.60
	MONTHLY	3,235.67	3,316.25	3,437.25	3,524.25	3,638.92	3,731.25
	YEARLY	38,828	39,795	41,247	42,291	43,667	44,775
8	HOURLY	23.99	24.60	25.67	26.32	26.98	27.65
	MONTHLY	3,638.92	3,731.25	3,893.58	3,992.25	4,092.00	4,193.83
	YEARLY	43,667	44,775	46,723	47,907	49,104	50,326
9	HOURLY	25.67	26.32	26.98	27.65	28.43	29.14
	MONTHLY	3,893.58	3,992.25	4,092.00	4,193.83	4,311.67	4,420.00
	YEARLY	46,723	47,907	49,104	50,326	51,740	53,040
10	HOURLY	26.98	27.65	28.43	29.14	29.88	30.63
	MONTHLY	4,092.00	4,193.83	4,311.67	4,420.00	4,532.42	4,646.00
	YEARLY	49,104	50,326	51,740	53,040	54,389	55,752
11	HOURLY	28.43	29.14	29.88	30.63	31.33	32.12
	MONTHLY	4,311.67	4,420.00	4,532.42	4,646.00	4,752.08	4,871.00
	YEARLY	51,740	53,040	54,389	55,752	57,025	58,452
12	HOURLY	29.88	30.63	31.33	32.12	32.78	33.60
	MONTHLY	4,532.42	4,646.00	4,752.08	4,871.00	4,971.75	5,095.92
	YEARLY	54,389	55,752	57,025	58,452	59,661	61,151
13	HOURLY	31.33	32.12	32.78	33.60	34.24	35.08
	MONTHLY	4,752.08	4,871.00	4,971.75	5,095.92	5,192.50	5,320.83
	YEARLY	57,025	58,452	59,661	61,151	62,310	63,850
14	HOURLY	32.78	33.60	34.82	35.08	35.68	36.57
	MONTHLY	4,971.75	5,095.92	5,280.92	5,320.83	5,412.17	5,546.92
	YEARLY	59,661	61,151	63,371	63,850	64,946	66,563

Staff Salary Pay Scale April 1, 2003 – March 31, 2004

PAY GROUP	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1 HOURLY	15.39	15.77	16.17	16.59	16.99	17.42
MONTHLY	2,334.83	2,392.17	2,452.83	2,515.58	2,576.17	2,642.25
YEARLY	28,018	28,706	29,434	30,187	30,914	31,707
2 HOURLY	16.17	16.59	16.99	17.42	17.94	18.40
MONTHLY	2,452.83	2,515.58	2,576.17	2,642.25	2,721.17	2,790.50
YEARLY	29,434	30,187	30,914	31,707	32,654	33,486
3 HOURLY	16.99	17.42	17.94	18.40	19.04	19.51
MONTHLY	2,576.17	2,642.25	2,721.17	2,790.50	2,887.92	2,959.33
YEARLY	30,914	31,707	32,654	33,486	34,655	35,512
4 HOURLY	18.40	19.04	19.51	19.90	20.40	20.90
MONTHLY	2,790.50	2,887.92	2,959.33	3,017.83	3,093.58	3,170.42
YEARLY	33,486	34,655	35,512	36,214	37,123	38,045
5 HOURLY	19.51	19.90	20.40	20.90	21.76	22.30
MONTHLY	2,959.33	3,017.83	3,093.58	3,170.42	3,300.33	3,382.58
YEARLY	35,512	36,214	37,123	38,045	39,604	40,591
6 HOURLY	20.40	20.90	21.76	22.30	23.12	23.70
MONTHLY	3,093.58	3,170.42	3,300.33	3,382.58	3,506.00	3,594.75
YEARLY	37,123	38,045	39,604	40,591	42,072	43,137
7 HOURLY	21.76	22.30	23.12	23.70	24.47	25.09
MONTHLY	3,300.33	3,382.58	3,506.00	3,594.75	3,711.67	3,805.83
YEARLY	39,604	40,591	42,072	43,137	44,540	45,670
8 HOURLY	24.47	25.09	26.19	26.85	27.52	28.20
MONTHLY	3,711.67	3,805.83	3,971.50	4,072.08	4,173.83	4,277.75
YEARLY	44,540	45,670	47,658	48,865	50,086	51,333
9 HOURLY	26.19	26.85	27.52	28.20	29.00	29.73
MONTHLY	3,971.50	4,072.08	4,173.83	4,277.75	4,397.92	4,508.33
YEARLY	47,658	48,865	50,086	51,333	52,775	54,100
10 HOURLY	27.52	28.20	29.00	29.73	30.48	31.25
MONTHLY	4,173.83	4,277.75	4,397.92	4,508.33	4,623.08	4,738.92
YEARLY	50,086	51,333	52,775	54,100	55,477	56,867
11 HOURLY	29.00	29.73	30.48	31.25	31.96	32.76
MONTHLY	4,397.92	4,508.33	4,623.08	4,738.92	4,847.17	4,968.42
YEARLY	52,775	54,100	55,477	56,867	58,166	59,621
12 HOURLY	30.48	31.25	31.96	32.76	33.44	34.27
MONTHLY	4,623.08	4,738.92	4,847.17	4,968.42	5,071.17	5,197.83
YEARLY	55,477	56,867	58,166	59,621	60,854	62,374
13 HOURLY	31.96	32.76	33.44	34.27	34.92	35.78
MONTHLY	4,847.17	4,968.42	5,071.17	5,197.83	5,296.33	5,427.25
YEARLY	58,166	59,621	60,854	62,374	63,556	65,127
14 HOURLY	33.44	34.27	35.52	35.78	36.40	37.30
MONTHLY	5,071.17	5,197.83	5,386.50	5,427.25	5,520.42	5,657.83
YEARLY	60,854	62,374	64,638	65,127	66,245	67,894

## Appendix 4: 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> <li>- Vision Care to \$200 every 2 years</li> <li>- Medical Equipment – some limits apply</li> </ul> </li> </ul>
Dental	<ul style="list-style-type: none"> <li>▪ Basic – 100%</li> <li>▪ Major Restorative – 75% \$2,000 limit per year for combined Basic and Major Restorative expenses</li> <li>▪ Orthodontic – 50% \$2,000 maximum lifetime amount for each insured dependent child under the age of 19</li> </ul>

**Schedule A: Seniority Lists**

## Continuing Faculty Employee Seniority List

1. Sylvia Walsh
2. Theo Collins
3. Eric Ostrowdzki
4. Alejandro Palacios
5. Jennie Blankinship
6. Lix Lopez
7. Jim Morin
8. William Lindsay
9. Kory Wilson-Goertzen

## Continuing Staff Employee Seniority List

1. Roberta Blind
2. Sorin Lemnariu
3. Heather Duff
4. Robert George
5. Cherron Beadnell

## Term Employees Seniority List

1. Tim Michel
2. John McBride
3. Darwin Hannah
4. Yvonne Hopkins
5. Andrew Leach
6. William Kerr
6. Faye Blaney
7. Haike Muller
8. Brent Peacock

**Letter of Agreement #1: Implementation of Salary Grid**

between

INSTITUTE OF INDIGENOUS GOVERNMENT

and

INSTITUTE OF INDIGENOUS GOVERNMENT  
FACULTY AND STAFF ASSOCIATION

The parties agree to the following:

- a) The salary of Faculty member, Sylvia Walsh, shall be adjusted as of April 1, 2001 to receive a salary increase of 2% and will receive subsequent negotiated salary increases for Faculty within the term of this Agreement.
- b) 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.
- c) The Institute will prepare a draft IIG Staff Job Evaluation Plan based on UC of the FV SJEP within four months of the ratification of the 2001-2004 Collective Agreement. The IIG SJEP shall be reviewed and subject to mutual agreement at the Union - Management Committee. Agreement shall not be unreasonably withheld.

DATED this 24<sup>th</sup> day of January, 2002.

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On behalf of the IIGSFA  
Bargaining Committee

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On behalf of the IIG  
Bargaining Committee

**Letter of Agreement #2: 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 24<sup>th</sup> day of January, 2002.

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On behalf of the IIGSFA  
Bargaining Committee

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On behalf of the IIG  
Bargaining Committee

**Letter of Agreement #3: Lee Muldoe,**  
**Excluded Administrative Assistant**

between

INSTITUTE OF INDIGENOUS GOVERNMENT

and

INSTITUTE OF INDIGENOUS GOVERNMENT  
 FACULTY AND STAFF ASSOCIATION

The parties agree that upon the ratification of the 2001-2004 Collective Agreement by both parties, and on a strictly Without Prejudice Basis, Lee Muldoe will be removed from the IIG Seniority List and be assigned to the excluded Administrative Assistant position. The Administrative Assistant position, as outlined in the June 7<sup>th</sup>, 2001 job description, will have no managerial or supervisory responsibilities. Significant changes introduced to the job description shall be by mutual agreement, which shall not be unreasonably withheld.

The parties agree that the exclusion of the Administrative Assistant position is on a strictly Without Prejudice basis to all affected articles of the Collective Agreement, including but not limited to: *Article 1, Management Rights; Article 3, Bargaining Unit Description; Article 4, Union Security; Article 6, Employee Status; Article 10, Seniority; Article 11, Non-Bargaining Unit Employees; Article 12, Workload; Article 13 Job Postings; and Article 33, Job Descriptions.*

The parties further agree that if Ms. Muldoe leaves the excluded Administrative Assistant position for any reason, the position will cease to exist as an excluded position, and the position's duties will be appropriately re-assigned to IIG employees following consultation at the Union Management Committee. If the parties fail to agree to any aspect of the re-assignment, either party may use the provisions of the Collective Agreement or refer the matter to the Labour Relations Board for resolution.

DATED this 24<sup>th</sup> day of January, 2002.

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On behalf of the IIGSFA  
 Bargaining Committee

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On behalf of the IIG  
 Bargaining Committee