

COLLECTIVE AGREEMENT

between

MALASPINA UNIVERSITY-COLLEGE

and

**B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)
Instructors – Local 702**

Effective from April 1, 2001 to March 31, 2004

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DEFINITIONS

"*Employee*" means an active member of the bargaining unit.

"*Regular Appointment*" - An appointment to a regular position established by Board authority for normal university-college operations or an appointment to regular status as a result of regularization language. These appointments are subject to a one (1) year probationary period. However, in certain circumstances, a further six (6) months may be required.

"*Term Appointment*" - An appointment of a specific duration not to exceed twelve (12) months. Such an appointment is not intended to lead to a regular appointment. However, under exceptional circumstances, a further appointment of up to twelve (12) months may be processed.

"*Conversion of Part-time Term Appointments to Increased Regular Status*" - If a part-time regular employee has worked additional term hours (of non-replacement work) during the past eighteen (18) months of the last twenty-four (24) months, the employee will have his/her regular appointment extended by the additional amount of work (up to full-time) if the work continues beyond July 31 of each year. The additional hours will be based on the minimum consistent assignment for the eighteen (18) months provided it is continued beyond twenty-four (24) months. Conversions of part-time appointments to regular status will be carried out upon review on April 1st and October 1st of each year. However, in the event of layoff, any required conversions will be reviewed and processed prior to the layoff.

"*Auxiliary Appointment*" - An appointment for a period not to exceed thirty (30) assigned days of work. If an assignment is known to be in excess of thirty (30) assigned days of work prior to the appointment, it shall be posted as a term appointment. If an auxiliary appointment exceeds the thirty (30) assigned days, then that appointment shall be made a term appointment retroactively to its original start date. Upon approval from the Union, this appointment shall be confirmed and will not be subject to the posting process.

"*Regular Employee*" - Regular employee means an employee holding a regular appointment.

"*Term Employee*" - Term employee means an employee holding a term appointment.

"*Auxiliary Employee*" - Auxiliary employee means an employee holding an auxiliary appointment.

Any of the above may be described as part-time if the assignment is less than 1456 hours per annum.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

The purpose of this Agreement is to establish and maintain orderly collective bargaining procedure between the Employer and the Union.

1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of the Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the Parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

1.3 Conflict with Regulations

In the event that there is a conflict between contents of this Agreement and any regulations by the Employer, or on behalf of the Employer, this Agreement shall take precedence over the said regulation.

1.4 Use of Singular Terms

Wherever the singular is used in this Agreement the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.

1.5 Human Rights Act

The Parties hereto subscribe to the principles of the "Human Rights Act of British Columbia".

1.6 Reduction in Salary or Benefits

No employee shall suffer reduction in salary or any benefit as a result of this Agreement.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Agent Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for vocational instructors employed by Malaspina University-College.

2.2 Correspondence

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement shall be sent to the President of the Union with a copy to the **Bargaining Unit Chairperson**.

The Employer agrees that a copy of any correspondence between the Employer or department official and any employee in the bargaining unit covered by this Agreement, pertaining to the interpretation or application of any clause in this Agreement, shall be forwarded to the President of the Union.

2.3 No Other Agreement

No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this Agreement.

2.4 No Discrimination for Union Activity

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

2.5 Recognition and Rights of Stewards

The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree on the number of stewards, taking into account both operational and geographical considerations.

The Union agrees to provide the Employer with a list of the employees designated as stewards for each work unit.

A steward, or alternate, shall obtain the permission of the immediate supervisor before leaving work to perform duties as a steward. Such permission shall not be unreasonably withheld. On resuming normal duties, the steward shall notify the supervisor.

The duties of stewards shall include:

- (a) investigation of complaints of an urgent nature;
- (b) investigation of grievances and assisting any employee which the steward represents in preparing and presenting a grievance in accordance with the grievance procedure;
- (c) supervision of ballot-boxes and other related functions during ratification votes;
- (d) carrying out duties within the realm of safety responsibilities;
- (e) attending meetings called by Management.

2.6 Bulletin Boards

The Employer shall provide secure bulletin board facilities for Union use. The sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

2.7 Union Insignia

A Union member shall have the right to wear or display the recognized insignia of the Union.

2.8 Right to Refuse to Cross Picket Lines

- (a) All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the relevant legislation. Any employee failing to report for duty shall be considered to be absent without pay.
- (b) Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

2.9 Time Off for Union Business

- (a) *Without Pay* -- Leave of absence without pay and without loss of seniority will be granted:
 - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
 - (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their premises of employment;
 - (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee.
- (b) A regular employee who is on leave of absence without pay in an elected or appointed position of the Union shall have accrued seniority banked.
- (c) *With Pay* -- Leave of absence with pay and without loss of seniority will be granted:
 - (1) to employees who are representatives of the Union to leave their employment to carry on negotiations with the Employer;
 - (2) to stewards, or their alternatives, to perform their duties pursuant to Section 2.5;
 - (3) to employees called to appear as witnesses before an Arbitration Board.

It is understood that employees granted leave-of-absence pursuant to this article shall receive their current rate of pay while on leave-of-absence with pay. Leave-of-absence granted under this article shall include sufficient travel time. The Employer agrees that any of the above leaves-of-absence shall not unreasonably be withheld. To facilitate the administration of paragraph (a) of this section, when leave without pay is granted, the leave shall be given with pay and the Union shall reimburse the Employer for the appropriate salary costs, including travel time, incurred.

2.10 Committee Representation

Whenever representatives from the BCGEU are required to be on any committee, the Union shall be consulted before representatives are appointed.

2.11 Selection of University-College Administrators and Coordinators

(a) Selection and appointment of the Vice-President of Instruction **and Research** and Deans of Instruction is the duty and responsibility of the University-College Board. It is recognized, however that such persons should be appointed only after wide consultation within the university-college community. Therefore, in order to assist the President in this task, a Search Committee, which will include BCGEU representation, will be constituted. This representative will be selected by the bargaining unit.

(b) Selection and appointment of the University-College President is the responsibility of the University-College Board. It is recognized, however, that the President should be appointed only after wide consultation within (and perhaps outside) the university-college community. Therefore, in order to assist the University-College Board in this task, a Search Committee, which will include BCGEU representation, will be constituted. This representative will be selected by the bargaining unit.

(c) Selection and appointment of Coordinators is the responsibility of the appropriate administrator. A BCGEU representative, selected by the bargaining unit, will participate in the process of selection. These appointments will be for one year with two (2) one (1)-year extensions possible at the discretion of the appropriate administrator.

ARTICLE 3 - UNION SECURITY

(a) All employees in the bargaining unit who, on October 22, 1974, were members of the Union, or thereafter become members of the Union, shall, as a condition of continued employment, maintain such membership.

(b) All employees hired on or after April 21, 1975, shall, as a condition of continued employment, become members of the Union, and maintain such membership upon completion of thirty (30) days as an employee.

ARTICLE 4 - CHECK-OFF OF UNION DUES

(a) The Employer shall, as a condition of employment, deduct from the biweekly wages of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular biweekly dues payable to the Union by a member of the Union. The employee shall sign the authorization form provided by the Employer.

(b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and (or) Bylaws and owing by the employee to the Union.

(c) Deductions shall be made biweekly and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.

(d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made, together with the amounts deducted from each employee.

(e) Before the Employer is obliged to deduct any amount under Section (a) of this article, the Union must advise the Employer, in writing, of the amount of its regular biweekly dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer, signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

(f) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous calendar year. Such receipts shall be provided to the employees prior to March 1 of the succeeding year.

ARTICLE 5 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and with the conditions of employment set out in the articles dealing with Union security and dues check-off. A new employee shall be advised of the name and location of appropriate steward. Whenever the steward is employed in the same work area as the new employee, the immediate supervisor will introduce the employee to the steward, who will provide the employee with a copy of the Collective Agreement. Where operational requirements permit, the Employer agrees that a Union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes, sometime during the first thirty (30) days of employment, for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Union. A copy of the job posting noting the successful applicant will be forwarded to **Local Campus Steward** after the close of each competition.

ARTICLE 6 - EMPLOYER'S RIGHTS

The Union acknowledges that the management and directing of employees in the bargaining unit is retained by the Employer, except as this Agreement otherwise specifies.

ARTICLE 7 - EMPLOYER-UNION RELATIONS

7.1 Representation at Meetings with the Employer

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this, the Union shall supply the Employer with the names of its officers and, similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

7.2 Union Bargaining Committees

A bargaining committee shall be appointed by the Union and shall consist of up to three (3) people representing the Union. The Union reserves the right to use up to three (3) additional non-instructional persons at any one time for technical information or advice. The Union shall advise the Employer of its appointees to this committee.

7.3 Union Representatives

The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.

Members of Union staff shall notify the designated supervisory official, in advance, of their intention and their purpose for entering and shall not interfere with the operation of the department or section concerned.

In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will make available to Union representatives or stewards temporary use of an office or similar facility.

7.4 Technical Information

The Employer agrees to provide to the Union such information that is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

ARTICLE 8 - GRIEVANCES

8.1 Definition

The Employer and the Union recognize that grievances may arise concerning:

- (a) differences between the Parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement; including a question as to whether or not a matter is subject to arbitration; or,
- (b) the dismissal, discipline, or suspension of an employee bound by this Agreement.

The procedure for resolving a grievance shall be the grievance procedure in this article.

8.2 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated appropriate administrator. The aggrieved employee shall have the right to have the steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the Union steward, to Step 2 of the grievance procedure.

8.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Article 8.4, must do so no later than thirty (30) calendar days after the date:

- (a) on which they were notified orally or in writing of the action or circumstances giving rise to the grievance;
- (b) on which they first became aware of the action or circumstances giving rise to the grievance.

8.4 Step 2

- (a) If the grievance is not resolved at Step 1, subject to the time limits in 8.3, the employee may present a grievance at this level by:
 - (1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;

(2) stating the article or articles of the Agreement infringed upon or alleged to have been violated, and the remedy or correction required; and,

(3) transmitting this grievance to the Director of Human Resources through the Union steward.

(b) The Director of Human Resources shall:

(1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2;

(2) provide the employee with a receipt stating the date on which the grievance was received.

8.5 Time Limit to Reply at Step 2

The representative designated by the Employer to handle grievances at Step 2 shall reply, in writing, to an employee's grievance within fourteen (14) **calendar** days of receiving the grievance at Step 2.

8.6 Step 3

If the grievance is not resolved at Step 2, the President of the Union, or designate, may present a grievance to the Vice-President Administration and Bursar at Step 3:

(a) within fourteen (14) **calendar** days after the decision has been conveyed by the representative designated by the Employer to grievances at Step 2;

(b) within fourteen (14) **calendar** days after the Employer's reply was due.

8.7 Time Limit to Reply at Step 3

The representative designated by the Employer to handle grievances at Step 3 shall reply, in writing, to the grievance within thirty (30) **calendar** days of receipt of the grievance at Step 3.

8.8 Failure to Act

If the President of the Union, or designate, does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to be abandoned. However, the Union shall not be deemed to have prejudiced its position on any future grievance.

8.9 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 3, and pursuant to Article 9, the President or designate, may inform the Employer of the intention to submit the dispute to arbitration within:

(a) thirty (30) **calendar** days after the Employer's decision has been received;

(b) thirty (30) **calendar** days after the Employer's decision was due.

8.10 Amending of Time Limits

The time limits fixed in this grievance procedure may be altered by mutual consent of the Parties, but the same must be in writing. Where a grievance or a reply is presented by mail, it shall be deemed to be presented on the day on which it is postmarked and it shall be deemed to be received on the day it was delivered to the appropriate office of the Employer or the Union.

8.11 Dismissal or Suspension Grievance

In the case of a dispute arising from an employee's dismissal or suspension, the grievance may commence at Step 2 of the grievance procedure within thirty (30) **calendar** days of the date on which the suspension

occurred, or within thirty (30) **calendar** days of the employee receiving notice of dismissal or notice of suspension.

8.12 Deviation from Grievance Procedure

The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee without the consent of the Union.

In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.

8.13 Policy Grievance

Where either Party disputes the general application, interpretation, or alleged violation of an article of this Agreement, the dispute shall be discussed at Step 3 with the Vice-President Administration and Bursar or the Union as the case may be.

Where no satisfactory agreement is reached, either Party may submit the dispute to arbitration, as set out in Article 9 of this Agreement.

8.14 Technical Objections to Grievances

It is the intent of both Parties to this Agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end, an Arbitration Board shall have the power to allow all necessary amendments to the grievance, and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

8.15 Retroactive Settlements

Settlements reached at any step of the grievance procedure shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance or the date set by a Board of Arbitration.

ARTICLE 9 - ARBITRATION

9.1 Notification

Where a difference arising between the Parties relating to the interpretation, application or administration of the Agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this Agreement has been violated, either of the Parties may, after exhausting the grievance procedure in Article 8, notify the other Party, within thirty (30) days of the receipt of the reply at Step 3, of its desire to submit the difference or allegations to an Arbitration Board.

9.2 Composition of the Board of Arbitration

When a Party has requested that a grievance be submitted to arbitration, it shall indicate to the other Party of the Agreement the name of its nominee on an Arbitration Board. Within seven (7) days thereafter, the other Party shall indicate the name of its appointee to the Arbitration Board. The two (2) Arbitrators shall then meet to select an impartial Chairman.

9.3 Failure to Appoint

If the recipient of the notice fails to appoint an Arbitrator; or, the two (2) appointees fail to agree upon a Chairman within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour.

9.4 Board Procedure

The Board may determine its own procedure in accordance with the Labour Code and shall give full opportunity to all Parties to present evidence and make representations. It shall hear and determine the difference or allegation and shall make every effort to render a decision within thirty (30) days of its first meeting.

9.5 Amending Time Limits

The time limits fixed in the arbitration procedure may be altered by mutual consent of the Parties but the same must be in writing.

9.6 Appointment of a Single Arbitrator

Notwithstanding the provisions contained in Section 9.2, the Parties shall, by mutual consent, have the option to appoint a single Arbitrator.

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Burden of Proof

In all cases of discipline, the burden of proof of just cause shall rest with the Employer.

10.2 Requirement of Writing

Notice of dismissal shall be in writing and shall set forth the reasons for dismissal. An employee who fails to report for duty for ten (10) consecutive working days, without informing the Vice-President Instruction, Dean or in their absence the Director of Human Resources of the reason for the absence, will be presumed to have abandoned the position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

10.3 Dismissal and Suspension Grievance

All dismissals and suspensions will be subject to formal grievance procedure under Article 8 of this Agreement. A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union within five (5) days of the action being taken.

10.4 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or performance evaluation. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record. Upon the employee's request, any such document, other than official evaluation reports, shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued, provided there has not been a further infraction. The Employer agrees not to introduce as evidence in any arbitration any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

During normal working hours, and in the presence of a Human Resources Department staff member, every employee has the right of access to their personnel record.

10.5 Evaluation Reports

Where a formal appraisal of an employee's performance is carried out, the employee concerned shall be given the opportunity to read and review the appraisal. Provisions shall be made on any evaluation form for an employee's acknowledgement of receipt, which shall be signed by the employee upon receipt. The employee's signature on the evaluation form shall acknowledge only that the document has been received and read.

10.6 Union Representation

It is incumbent on a supervisor initiating an interview with an employee which is for the purpose of formal disciplinary action to notify the employee in advance of the purpose of the interview so the employee may contact the steward and invite Union attendance.

10.7 Sexual Harassment

- (a) The Union and the Employer recognize the right of the employees to work and students to learn in an environment free from sexual harassment, and the Employer undertakes to discipline an employee engaging in sexual harassment.
- (b) Sexual harassment shall be defined as:
 - (1) sexual solicitation or advance made by a person who knows, or ought to know, it is unwelcome; or
 - (2) a reprisal (or threat of a reprisal) by someone in authority after a sexual advance is rejected.
- (c) An employee may initiate a grievance under this Clause. Grievances under this Clause will be handled with all possible confidentiality.
- (d) An alleged offender under this Clause shall be entitled:
 - (1) to be given notice of the substance of a grievance under this Clause;
 - (2) to be given notice and to attend, participate in and be represented in any arbitration hearing which is held as a result of a grievance under this Clause.

ARTICLE 11 - SENIORITY, LAYOFF AND RECALL, SEVERANCE, BUMPING RIGHTS

11.1 Seniority Defined

Definition of Service - Service shall be defined as the total hours paid, exclusive of overtime. 1456 hours, exclusive of overtime, shall represent one year of service.

(a) Regular Employee Seniority

Seniority shall be defined as the number of accrued hours paid in the bargaining unit. Accrued hours for a regular employee shall include all regular hours paid, plus hours accrued per Article 11.1(c)(2) to a maximum of 1456 hours per year, exclusive of overtime. One year seniority shall be defined as a maximum of 1456 hours, exclusive of overtime.

(b) *Term Employee Seniority*

(1) Term employees shall accumulate seniority based on the total number of hours paid, exclusive of overtime, by an employee in the bargaining unit pursuant to their term appointment.

(2) Those term employees commencing after April 29, 1985 shall accumulate seniority based on the total hours paid to such a term employee pursuant to his term appointments.

(3) Term employees shall lose all seniority accumulated as a term employee in accordance with Articles 11.1(b)(1) and (2) if a period of twenty-four (24) months elapses from the date of the last term appointment to the date at which such an employee commences a subsequent term appointment.

(4) Any former term employee of the University-College hired on a subsequent term appointment more than twenty-four (24) months after the end of his previous term appointment shall accumulate term employee seniority in accordance with this Article 11.1(b) as a new employee starting at a base of zero hours and shall be placed on the salary scale in accordance with the initial placement provisions of Article 23.5(a).

(5) A term employee's seniority credits shall be applied only for the following purposes:

(i) determining the term employee's incremental entitlement in accordance with Article 23.5(c)(3) herein;

(ii) preference for term appointment vacancies in accordance with Article 26.3 herein;

(6) Seniority as applied to term employees in this Collective Agreement shall be limited to the application of seniority credits only for the purposes identified in Article 11.1(b)(5) above.

(7) Seniority will accrue for the contracted term of an appointment if an employee is on an approved Workers' Compensation claim.

(c) (1) Additional hours may be assigned to a regular part-time employee in the same instructional program (as listed in Appendix C), merit considered, without posting, on a seniority basis providing the hours do not conflict with the regular assignment or result in overtime.

(2) Any regular part-time employee who is assigned additional hours shall have those term and auxiliary hours credited to their regular seniority bank.

(3) Any term employee who is assigned additional hours shall have those term and auxiliary hours credited to their term seniority bank effective the first day following June 12, 2000.

(4) The Parties agree that there shall be no additional cost to the University-College associated with employees exercising their seniority to claim extra available work on other than home campuses.

(5) Regular part-time employees wishing to claim additional term or auxiliary hours in the same instructional program area (Appendix C) must apply to the BCGEU job competition posted by the Human Resources Department in September of each year, specifying which campus(es) are of interest. A list of regular part-time instructors who apply to the posting will be distributed to Deans, Directors, Regional Campus Principals and the Union Chairperson.

(d) Auxiliary employees shall not accumulate seniority.

11.2 Seniority List

The University-College shall provide the Union with a seniority list for regular and term employees on January 31 and September 30 of each year.

11.3 Loss of Seniority

(a) *Regular Employees*

An employee shall lose seniority as a regular employee if:

- (1) discharged for just cause;
- (2) voluntary termination of employment or abandonment of position occurs;
- (3) laid off for more than twenty-four (24) months;
- (4) extended beyond normal retirement age.
- (5) elects severance on layoff, pursuant to Article 11.8.

(b) *Term Employees*

A term employee shall lose seniority as a term employee:

- (1) if a period of twenty-four (24) months elapses from the end date of the last term appointment, subject to Clause (4) below;
- (2) if discharged for just cause;
- (3) if voluntary termination of employment or abandonment occurs;
- (4) if a period of twenty-four (24) months elapses from the date of termination of Workers' Compensation Board (WCB) wage loss and vocational rehabilitation benefits for a claim incurred while on the job at Malaspina University-College;
- (5) in the event that any of the circumstances in Article 11.3(a)(1), (2), (4) and (5) occur.

(c) The acceptance of an auxiliary or term appointment by an employee on layoff shall not affect that employee's layoff or recall status.

11.4 Same Seniority Credits

(a) When two (2) or more regular employees have the same service seniority credits and when mutual agreement cannot be reached, then seniority shall be determined by chance. (Refer Articles 15.2(d) and 26.3).

(b) Regular seniority will accrue upon commencement of a regular appointment. In those situations where more than one (1) instructor within a department is regularized through this regularization process and they have the same seniority accrual, the rank order of seniority will be determined first considering term seniority accrued prior to regularization and, if that is equal, by the provisions of Article 11.4.

(c) When two (2) or more term employees have the same number of hours of seniority, then seniority shall be determined by chance.

11.5 Notice of Layoff

In the event of a layoff of regular employees, notice shall be twenty (20) working days as the required written notice.

Reduction, in whole or part, of an instructor's current regular appointment will constitute a layoff. Should it be necessary, layoff notice shall be served to an instructor on assisted or unassisted leave subject to the conditions of this section.

11.6 Layoff, Recall, Bumping Rights of Regular Employees

(a) A regular employee with three (3) or more years of service seniority who is to be laid off shall elect:

(1) to displace an employee with less service seniority where the laid off employee has the necessary skills, abilities, experience, education, qualifications and certifications. Where an employee elects to displace another employee with less service seniority, he/she shall notify the Employer within ten (10) days of his/her receipt of notice of layoff; or where an employee exercises his/her right to displace an employee with less service seniority, the Union and the bargaining unit chairperson shall be notified in writing by copy of the acknowledgement letter to the employee. The bargaining unit chairperson or his/her designate, if requested by the employee, can sit as an observer at all interviews dealing with the displacement option exercised by the employee;

(2) opt for early retirement and, if eligible;

(i) receive retirement benefits provided by this Agreement to a maximum of three (3) persons for the purpose of layoff. In this case, the provisions of Article 23.6 will be satisfied for that year;

(ii) receive severance benefits provided for in this Agreement;

(iii) an employee who elects severance pay and is subsequently re-employed shall not be entitled to re-credit seniority;

(3) to remain available for recall for twenty-four (24) months.

(4) opt for retraining plan in Article 11.11.

(b) A regular employee, subject to layoff, who has less than three (3) years service seniority and who has the necessary skills, abilities, experience, education qualifications and certifications may fill a vacancy that is to be filled or displace an employee who has less service seniority, within the same department listing in Appendix C. The employee who is displaced, in the event more than one possibility exists, shall be the one with the least service seniority.

(c) The right of recall is null and void if an opportunity is declined or not responded to within seven (7) days after dispatched by registered mail to the last known address of the employee unless response was not reasonably possible. Recall rights are extended for a maximum of twenty-four (24) months from the date of layoff. Term appointments shall not affect this maximum. Salary upon recall shall be at the rate prior to layoff.

(d) At the end of the recall period all regular and term seniority shall be converted to term seniority.

11.7 Regularization

“Conversion of Instructors from Term to Regular Status” – Nothing in the conversion language prohibits the Employer’s right to regularize any position it deems necessary. The appointment year, for the purposes of regularization, will be defined as August 1 to July 31.

(a) Employment on Term appointments for two (2) consecutive appointment years entitles an instructor to regularization, provided:

(1) the workload has been fifty percent (50%) or more in each of the two (2) consecutive appointment years at:

- (i) fourteen (14) hpw or more, for a total of 633 Term hours or more per appointment year; and
 - (ii) will not include hours worked on Auxiliary appointments; and
- (2) there is reasonable expectation of ongoing employment in the next appointment year for which the instructor is qualified at a workload consistent with (a)(1), and the availability of such qualifying on-going employment is confirmed no later than October 1 after completion of the two (2) consecutive appointment years; and
- (3) the evaluations, if any, of the instructor during the two (2) consecutive appointment years immediately preceding regularization have all been deemed satisfactory; and
- (4) a duly constituted Selection Committee, in the applicable department (see Appendix C), deems the instructor qualified for the work available.

The initial regular appointment workload shall be based on the workload available at a minimum of the lesser amount of workload in each of the two (2) qualifying consecutive appointment years.

(b) The same criteria for regularization of other instructors, in accordance with (a) above, will apply to instructors who work on a trimester system provided that the workload has averaged fifty percent (50%) or more in each of the two (2) appointment years. The Term hours required to meet the fifty percent (50%) threshold are six hundred and thirty-three (633) hours, provided that no more than one (1) trimester per appointment year is below fourteen (14) hpw.

For example, A trimester assignment of 2/3, 2/3, 1/3 schedule or 3/3, 3/3, 0/0 over three (3) consecutive terms, repeated in a second appointment year, would be eligible for regularization should a qualifying work assignment be available in the third consecutive appointment year.

The initial regular appointment workload shall be based on the workload available at a minimum of the lesser amount of workload in each of the two (2) qualifying consecutive appointment years.

Where the regular appointment has averaged fifty percent (50%) or more, but the actual workload during any period of the trimester assignment is less than the benefit eligibility requirement, the instructor, if eligible, will be responsible for paying the employee and Employer portion of benefit premiums in order to maintain the benefit coverage. Eligibility and continuation in Health and Insurance Benefits are subject to the provisions of Article 21.8.

“Conversion of Part-time Term Hours to Increased Regular FTE – for details refer to Definitions”.

11.8 Severance Pay

A regular employee, subject to layoff, who has three (3) years or more service seniority with the University-College, shall be entitled to receive severance pay as follows:

- for each completed year of seniority, one (1) month salary. This amount may be increased to a maximum of six (6) months based on one month for each completed year of service if funding is allocated within the Framework Agreement provision.

The employee will not receive an amount greater than three (3) months' salary.

11.9 Reinstatement of a Regular Employee

The following shall apply to regular employees:

- (a) Should the position occupied by a regular employee prior to layoff be reinstated or a position with the identical terms of reference be vacated or created in the same department, within the twenty-four (24) month recall period, the employee will be offered the position. Article 26.1 will be waived in this instance.

(b) However, all other vacancies in the bargaining unit other than short-term vacancies (less than thirty (30) continuous working days) will be posted except those assignments accessed by regular part-time employees pursuant to 11.1(c)(1). The University-College shall send notice to laid-off employees. It is the responsibility of the employee to ensure the Human Resources Department is duly notified of the current mailing address.

(c) Vacancies referred to in Article 11.9(b) shall be offered in the following order:

- (1) regular laid-off employees within the twenty-four (24) month recall period;
- (2) regular part-time employees;
- (3) term employees.

(d) The consideration of regular and term employees as set out in Article 11.9(c) above shall be in accordance with the provisions of Article 26.2 for regular employees and Article 26.3 for term employees.

11.10 Pre-Layoff Canvass

(a) Where the University-College identifies to the Union a need to proceed with a layoff of employees pursuant to Article 11.6, the University-College shall, prior to issuing a layoff notice to any employee under Article 11:

- (1) canvass the placement of employee(s), identified pursuant to Article 11.6, for layoff into a vacant position for which the employee(s) is qualified (the posting procedures in this Agreement shall be waived for such vacancies); or
- (2) canvass any employee or group of employees within the Department identified (competency considered) for reduction in order to invite on a voluntary basis:
 - (i) resignation of an employee(s) with severance benefits of one (1) month for each full year of service up to a maximum of three (3) months;
 - (ii) where eligible, early retirement.

(b) Where an employee(s) selects an option or accepts an offer of placement, which shall be confirmed in writing by the University-College, such acceptance is final and binding on the employee.

(c) Responses from employees to the pre-layoff canvass will only be received by the University-College for consideration if submitted within five (5) working days of issuance of a written notice to the employee or group of employees within the department identified for reduction and to the Union of the pre-layoff canvass.

(d) Where the number of volunteers exceeds the number of positions to be reduced, the determination shall be on the basis of program need and other relevant factors one of which is seniority.

11.11 Retraining

Instructors who have been laid off may, under the provisions of this article, elect to be retrained for specific future employment within the Institution, as outlined in Article 11.6(a)(4) opt for retraining plan.

At the time the retraining leave is approved, a specific position(s) will be identified as the future employment option(s). Upon successful completion of the approved retraining plan the employee will be reinstated into the vacant position identified at the onset or during the period of the retraining leave.

If a retraining plan is agreed to between the Employer, Union and the Employee involved, the instructor shall receive an amount equivalent to the severance pay in Article 11.8. This amount shall be allocated in such a manner as to provide a payment plan during the retraining period. Continuation of Health and Insurance benefits shall be subject to:

- (1) The instructor meeting the requirements of current contracts with insurance carriers; and,
- (2) The instructor prepaying by way of post-dated cheques to the University-College, the total cost of such benefits.

The maximum period of leave for retraining shall be two (2) years except where the retraining programs involves a Degree program in which the maximum period of such leave shall be three (3) years.

An instructor who chooses to be retrained shall accrue seniority for the first two years of the retraining program, and shall, upon reinstatement, be placed with no loss of salary status.

ARTICLE 12 - HOURS OF WORK

12.1 Instructional Hours Defined

For the purpose of this article, "instructional hour" means a scheduled student-contact hour in a classroom, laboratory, shop, or any other related instructional area.

12.2 Contact Hours/Workweek

(a) The normal workweek shall be Monday to Friday.

(b) The number of contact hours for an employee carrying a full instructional load shall be twenty-eight (28) hours per week. The number of hours per week for an employee carrying a non-instructional assignment shall be up to a maximum of thirty-five (35) hours per week. The number of hours per week for employees carrying both an instructional and non-instructional assignment shall be determined on a proportional basis. The rate of pay shall be as per the Salary Scale (Appendix A).

(c) Contact hours will include:

- classroom lectures;
- shop and laboratory shop supervision and instruction;
- classroom learning sessions;
- seminar/discussion groups.

In addition, the contact hour assignment may include:

- student interviews;
- posted office hours;
- instructional advising, evaluation, and preparation;
- administrative responsibilities;
- curriculum maintenance and program enhancement;
- curriculum development activities;
- other duties directly related to instruction.

Such assignments will be determined by the Dean in consultation with instructors.

(d) Subject to departmental needs, an alternative normal work-week or biweekly pay period to a maximum of 56 (fifty-six) hours, or seventy (70) hours for a non-instructional assignment, may be instituted by mutual agreement of the Dean, Director, or Regional Campus Principal and the employee.

(e) It is understood and agreed that the provisions made to this Agreement regarding the thirty-five (35) hour workweek, shall become effective for any postings and subsequent appointments which occur after the effective date of the revised Collective Agreement.

12.3 Designated Headquarters

(a) Every employee covered by this Agreement shall be assigned a designated headquarters. When temporarily assigned another work location, time spent in travel from the employee's residence to the new work location in excess of time normally spent in travel from the employee's residence to his/her designated headquarters shall be considered time worked, pursuant to Article 12.1, and if that time worked results in overtime, such overtime shall be paid at the straight time rate. It is understood that time spent in travel shall be reasonable.

(b) The Parties agree there will be no additional cost to the University-College associated with employees voluntarily applying for work in a different location.

(c) When employees are required to report to a central location in order to be assigned their work location, their workday shall commence from the time they are required to report for assignment.

12.4 Meal Periods

Meal periods shall, by mutual agreement between the Employer and the employees, be between thirty (30) and sixty (60) minutes in length.

12.5 Rest Periods

All employees shall have two (2) fifteen (15)-minute rest periods in each work period in excess of six (6) hours; one (1) rest period to be granted before and one (1) after the meal period. Employees working a shift of three and one-half (3½) hours, but not more than six (6) hours, shall receive one (1) rest period during such a shift. Rest periods shall not begin until one (1) hour after the commencement of work and not later than one (1) hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employee. Rest periods are not considered part of daily or weekly instructional hours.

12.6 Community Education

Employees covered by this Agreement may be given the opportunity to teach Community Education courses for which they are qualified. It is understood that such instruction will not qualify for premium rates.

ARTICLE 13 - OVERTIME

13.1 Definitions

- (a) "*Overtime*" means work performed by an employee in excess, or outside, of the regularly scheduled hours of work.
- (b) "*Straight-time rate*" means the hourly rate of remuneration.
- (c) "*Time and one-half*" means one and one-half times (1½x) the straight-time rate.
- (d) "*Double time*" means twice (2x) the straight-time rate.
- (e) "*Double time and one-half*" means two and one-half times (2½x) the straight-time rate.

13.2 Authorization and Application of Overtime

An employee who is required to work overtime shall be entitled to overtime compensation when:

- (a) the overtime worked is authorized in advance by the Employer; and
- (b) the employee does not control the duration of the overtime worked.

13.3 Right to Refuse Overtime

All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing.

13.4 Overtime Entitlement

An employee will be entitled to compensation for authorized overtime after:

- (a) 6 hours of work on a regular scheduled workday, or up to eight (8) hours if on an alternate workweek, or with mutual agreement 12.2(c), less than full-time; seven (7) hours per day for a non-instructional assignment.
- (b) twenty-eight (28) hours of work on a regular scheduled workweek or fifty-six (56) hours in a biweekly pay period or thirty-five (35) hours of work per week for a non-instructional assignment (as defined in Article 12.2(d) or seventy (70) hours in a biweekly pay period. The rate of pay shall be maintained as per Appendix A.
- (c) Overtime premiums for employees carrying an instructional and non-instructional assignment shall be determined on a proportional basis based on a combined full-time appointment.
- (d) It is understood and agreed that the provisions made to this Agreement regarding non-instructional assignments shall become effective for any postings and subsequent appointments which occur after the effective date of the revised Collective Agreement.

13.5 Overtime Compensation

(a) *Election of Time Off*

If the employee elects to take compensating time off for overtime compensation, they shall be entitled, within sixty (60) days, to schedule such earned time off on the same basis as the vacation schedule, or by mutual agreement. This provision does not apply to an employee on an industry training or cost recovery assignment.

(b) *Election of Time Off*

If the employee elects to take compensating time off for overtime compensation, they shall be entitled, within sixty (60) days, to schedule such earned time off on the same basis as the vacation schedule, or by mutual agreement.

(c) *No Carry Over of Overtime*

Any overtime due at the fiscal year-end for that year, or prior to termination, shall be paid in cash.

(d) *Minimum Overtime Increment*

Overtime shall be calculated in thirty (30)-minute increments. However, the employee shall not be entitled to any compensation for periods of overtime of less than five (5) minutes per day.

13.6 Calculation of Overtime Rates

For the purpose of calculating the hourly rate, an employee's monthly rate shall be divided by one hundred twenty-one point eight (121.8) and multiplied by the applicable overtime rate.

13.7 Overtime Rates

Overtime worked shall be compensated at the following rates:

- (a) time and one-half for the first four (4) hours of overtime on a regularly scheduled workday;
- (b) double time for hours worked in excess of (a); and
- (c) double time for all hours worked on a day of rest.

The compensation of overtime in (a) and (b) is to be on a daily basis, and not cumulative.

13.8 Overtime Exemption

Malaspina University-College and the BCGEU agree, when the Employer offers part-time instructors the opportunity to accept additional part-time auxiliary or term hours, merit considered, such assignments are exempt from overtime pay (as outlined in Article 13), provided they do not, in combination, exceed 8 contact hours per day and 56 contact hours biweekly [as defined in Article 12.2(c)].

The Employer may decide to offer such assignments subject to the following considerations:

- (1) addresses the educational imperative of sound pedagogy;
- (2) results in effective delivery of instruction to students; and
- (3) is conducive to departmental effectiveness.

ARTICLE 14 - PAID HOLIDAYS

14.1 Paid Holidays

The following have been designated as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

Any other holiday proclaimed as a holiday by the Federal, Provincial, or Municipal Government for the locality in which an employee is working shall also be a paid holiday.

14.2 Holidays Falling on Saturday or Sunday

For an employee whose workweek is from Monday to Friday and, when any of the above-noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement; and, when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to Monday), shall be deemed to be the holiday for the purpose of this Agreement unless alternate days are mutually agreeable.

14.3 Holiday Falling on a Day of Rest

When a paid holiday falls on an employee's day of rest, the Employer shall make every reasonable effort to give the employee a lieu day off with pay on the first regularly scheduled workday following the day of rest so affected. Where this is not possible, the lieu day shall be taken at a mutually agreeable time. When a paid holiday is moved to another day under the provisions of this Clause:

- (a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest; and

(b) work performed by an employee on the day to which the holiday was moved shall be considered as work performed on a holiday.

14.4 Holiday Falling on a Scheduled Workday

An employee who works on a designated holiday which is a scheduled workday shall be compensated at the rate of double time for hours worked, plus a day off in lieu of the holiday; except for Christmas and New Year's when the compensation shall be at the rate of double time and one-half for hours worked, plus a day off in lieu of the holiday.

14.5 Holiday Coinciding with a Day of Vacation

Where an employee is on vacation leave and a day of paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

14.6 Paid Holiday Entitlement for Employees Less than Full-time

Entitlement for employees who work less than full-time as defined in this Agreement shall be equal to an average of daily hours worked, including paid sick leave and paid vacation, but exclusive of overtime, in the four (4) week period immediately preceding the week in which the statutory holiday occurs.

ARTICLE 15 - ANNUAL VACATIONS

15.1 Annual Vacation Entitlement

The vacation year shall be defined as the twelve (12) month period commencing July 1 to June 30 of the following year.

A regular full-time employee will have an annual vacation entitlement of forty (40) working days per annum. Employees engaged on a part-time basis will be entitled to annual vacation on a pro rata basis.

Regular part-time employees shall have vacation paid out for all term and auxiliary hours worked at the rate of sixteen percent (16%) for all straight-time earnings.

This forty (40)-day entitlement shall be prorated in the event an employee is on leave pursuant to Articles 17.8, 17.11, 18, and 21.5, or on long-term sick leave (in excess of three (3) full working months).

Term and auxiliary employees will be entitled to vacation pay at the rate of sixteen percent (16%) of earnings.

15.2 Utilization of Vacation Credits

(a) Subject to the provisions of this Article, it is the intent of the Parties that no employee shall be restricted in the time of year chosen to take vacation entitlement. However, all employees shall be allowed to take at least five (5) weeks of their vacation entitlement during the period May 1 to September 30 inclusive, which shall be defined as the prime-time vacation period.

(b) The full vacation entitlement would normally be scheduled to fit in with class schedules (low enrollment periods).

(c) A teaching schedule will be developed in September in order that employees may identify periods wherein they may schedule annual vacation. Where vacation requests are for periods other than low enrollment, they will be considered on an individual basis, taking into account the reasons for the request, budget limitations and course cost implications.

- (d) A maximum of five (5) weeks of vacation in an unbroken period shall be granted on the basis of seniority within departments as first choice vacation period. Second periods of vacations shall be granted on seniority basis in a department but only after all "first" choices have been posted. The Employer shall make every reasonable effort to allow an eight (8)-week unbroken period if the instructor desires.
- (e) Vacation schedules will be circulated and posted by April 1st of each year.
- (f) An employee who does not exercise seniority rights within two (2) weeks of receiving the vacation schedule shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (g) Should programs not be offered in the following calendar year during the period July 1 to August 30, BCGEU members affected will be advised in writing no later than June 1st of the preceding calendar year of this intention.

15.3 Vacation Carry Over and Vacation Payout

An employee may carry over a maximum of fifteen (15) days vacation leave to the next year. An employee may not carry vacation leave over for two (2) successive years.

The vacation entitlement for auxiliary and term employees, sixteen percent (16%) of regular earnings, shall be paid on each biweekly pay cheque. (Effective for all new term appointments made after ratification December 13, 1990).

15.4 Scheduled Vacations

- (a) Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between employee and Employer.
- (b) An employee recalled to duty while on vacation shall be reimbursed expenses incurred consistent with Article 28 (Travel Allowance). Travel time to return to duty and where necessary to return to the place from where recalled will not be considered vacation time.

15.5 Illness or Injury During Vacation

An employee who becomes ill or injured during the vacation period shall qualify for sick leave and be credited the appropriate number of hours to vacation leave credits. The employee must provide medical evidence where sick leave is claimed during vacation utilization. Employer will assume, where necessary, additional cost of obtaining the medical certificate.

15.6 Vacation Credits Upon Death

Earned but unused vacation entitlement shall be made payable, upon termination due to death, to the employee's estate.

ARTICLE 16 - SICK LEAVE

16.1 Sick Leave Entitlement

Accrual of sick leave ceases effective April 1, 2002. Credits accrued as at March 31, 2002 shall be banked. Refer to the Faculty Common Disability Plan.

- (a) *Regular Employees*

A regular full-time employee shall earn sick leave credits at the rate of one and one-half (1½) days for each month of service in which pay was received for at least ten (10) days. Sick leave shall accumulate

to a maximum of two hundred and fifty (250) working days. A regular part-time employee shall be entitled to sick leave credits on a "pro rata" basis. Where an employee is absent from work because of illness or injury, the employee shall be entitled to claim sick leave at the regular rate of pay for a maximum period of three (3) calendar months at which time the Long Term Disability benefits would commence. However, those employed as regular employees prior to October 1, 1985 may choose to use sick leave credits beyond the three (3) calendar month elimination period to the maximum of their bank. The Employer may request a medical certificate for an absence in excess of three days. The Employer will assume, where necessary, additional cost of obtaining the medical certificate.

(b) *Term Employees*

A term employee shall earn sick leave credits at the rate of one and one-half (1½) days for each month of service within his term appointment in which pay was received for at least ten (10) days. Sick leave credits for term employees accumulate only during the period of each individual term appointment for use in that same term appointment period. All unused sick leave credits expire at the end of each term appointment. However, one-half (½) of the unused sick leave credit, with the credit not to exceed thirty (30) days, will be credited at the beginning of the subsequent term or regular assignment with the University-College, provided this subsequent assignment commences within four (4) months of the end of the preceding assignment. A part-time term employee shall be entitled to sick leave credits on a "pro rata" basis. Where an employee is absent from work because of illness or injury, the employee shall be entitled to claim sick leave at the regular rate of pay for a maximum period equivalent to the accumulated sick leave credit. The Employer may request a medical certificate for an absence in excess of three (3) days. The Employer will assume, where necessary, additional cost of obtaining the medical certificate.

(c) The University-College may request an independent medical certificate to confirm whether an employee is fit to return to work. The cost of securing such a certificate will be borne by the University-College.

16.2 Advance of Sick Leave (Regular Employees Only)

(a) A regular employee may borrow against future earned sick leave in the event the regular employee suffers a serious, long-term illness, provided that:

- (1) a qualified medical practitioner certifies that the regular employee is seriously ill and the nature of the illness is specified;
- (2) borrowed sick leave credits are charged against future earned credits;
- (3) the regular employee has successfully completed a probation period of employment of at least six (6) months.

(b) Regular employees will not be eligible to borrow sick leave with pay as long as the regular employee concerned has unexpended benefits under the Employment Insurance Sickness Benefit Plan. The borrowed leave entitlement shall be as follows:

- (1) regular employees with ten (10) years continuous service or less - up to thirty (30) working days;
- (2) regular employees with more than ten (10) years and less than twenty (20) years continuous service - up to forty-five (45) working days;
- (3) regular employees with twenty (20) years continuous service or more - up to sixty (60) working days.

16.3 Employee to Inform Employer

The employee shall make every reasonable effort to inform the appropriate Coordinator or the appropriate Director or Dean of Instruction, if the appropriate Coordinator cannot be reached, of the inability to work because of illness or injury. Changes in anticipated date of return to duty shall be made known to the appropriate Coordinator or the appropriate Director or Dean of Instruction if the appropriate Coordinator cannot be reached.

16.4 Family Illness

In the case of illness of a member of the immediate family of an employee, as defined in Section 17.1, when no one at home other than the employee can provide for the needs of the ill person, the employee shall be entitled, after notifying the supervisor, to use annual sick leave entitlements up to a maximum of five (5) days at any one time for this purpose.

16.5 Deduction of Sick Leave

All absence on account of illness or injury on a normal working day (exclusive of designated paid holidays) shall be charged against an employee's sick leave credits.

- (a) There shall be no charge against an employee's sick leave credit when absence on account of illness or injury is less than one-half ($\frac{1}{2}$) day.
- (b) Where the period of absence on account of illness is at least one-half ($\frac{1}{2}$) day but less than a full day, one-half ($\frac{1}{2}$) day only shall be charged as sick leave.

16.6 Ineligible for Sick Leave

An employee is not eligible for sick leave with pay for any period of leave of absence without pay, suspension, strike, layoff, or lock out.

16.7 Sick Leave Records

Upon request, an employee shall be advised of the balance of sick leave credits.

16.8 Medical and Dental Appointments

Deductions shall be made from sick leave entitlements for medical and dental appointments in accordance with Section 16.5 and 16.9.

16.9 Travel Time for Medical and Dental Care

Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their sick leave credits the necessary return travelling time to receive personal or immediate family medical and dental care at the nearest medical centre. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence.

16.10 Medical Travel Expense Entitlement

The medical travel referral benefit included in the Faculty Common Agreement provides coverage to employees and their dependents for services and supplies while travelling in excess of a 100 kilometre radius of the employee's home campus for medical purposes where treatment is not available within the patient's own locale. The coverage limit for the medical travel referral benefit is \$125 per day for a maximum of 50 days per calendar year for all expenses combined, on a per diem basis. Coverage will not be provided for travel and expenses incurred outside of BC except where the cost of travel to Alberta is less than the required travel within BC. Referral must be made by a physician to a specialist.

ARTICLE 17 - SPECIAL AND OTHER LEAVE

17.1 Bereavement Leave

In the case of bereavement in the immediate family, an employee not on leave of absence without pay or layoff shall be entitled to special leave, at the regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five (5) working days.

Immediate family is defined as an employee's parent, spouse (including common-law spouse), child, brother, sister, father-in-law, mother-in-law, grandparent, foster child, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

17.2 Special Leave

Any term or regular employee not on leave of absence without pay or layoff shall be entitled to special leave at the regular rate of pay for the following:

- (a) marriage of employee three (3) days;
- (b) attend wedding of the employee's child - one (1) day;
- (c) birth or adoption of the employee's child..... one (1) day;
- (d) serious household or domestic emergency..... one (1) day;
- (e) moving household furniture and effects one (1) day;
- (f) attend a formal hearing to become a Canadian citizen one (1) day;
- (g) attend funeral as pallbearer or mourner one-half (½) day.

Two (2) weeks' notice is required for leave under Subsection (a), (b), (e), and (f).

17.3 Full-Time Union or Public Duties

The Employer shall grant, on written request, leave of absence without pay:

- (a) for employees to seek election in a municipal, provincial, or federal election;
- (b) for a period of one (1) year for employees selected for a full-time position with the Union or any body to which the Union is affiliated;
- (c) for a maximum period of five (5) years for employees elected to a public office.

17.4 Leave for Court Appearances

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An employee in receipt of regular earnings while serving at court shall remit to the Employer all monies paid by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) Time spent at court by an employee in an official capacity shall be at the regular rate of pay.
- (e) Court actions arising from employment requiring attendance at court shall be with pay.

- (f) In the event an accused employee is jailed pending a court appearance, such leave-of-absence shall be without pay.

17.5 Leave for Writing Examinations

Leave of absence with pay shall be granted to allow employees time to write examinations for courses approved by the Employer.

17.6 Leave for Taking Courses

- (a) An employee shall be granted leave with pay to take courses at the request of the Employer. The University-College shall bear the full cost of the course, including tuition fees, entrance or registration fees, and other expenses consistent with Articles 17.9 and 28. Fees are to be paid by the University-College when due.

- (b) An employee may be granted leave without pay, or leave with partial pay, to take courses in which the employee wishes to enroll.

17.7 Elections

An employee eligible to vote in a federal, provincial, or municipal election or a referendum shall have the necessary time off as declared by the appropriate government, during the hours in which the polls are open, in which to cast a ballot.

17.8 Professional Development

Total monies received by the employee on assisted professional development leave, excluding research and travel grants, will not bring the total earnings to more than one hundred percent (100%) of base salary for the period of applied leave.

If the instructor does earn more than one hundred percent (100%) of base salary, the University-College will reduce the rate of assistance accordingly, or he/she will be obliged to reimburse the amount in excess of one hundred percent (100%) to Malaspina.

(a) *Definition*

Professional development activities will be directly relevant to the role of the instructor within the University-College, including:

- (1) studies, and
- (2) experience in business, industry, community service, government or other educational institutions.

(b) *Full-time Professional Development Leave*

- (1) *Eligibility* - regular employees upon completion of three (3) consecutive years of service within the BCGEU bargaining unit. Normally instructors will not be eligible for subsequent long-term leaves until a period equal to the length of the previous long term leave has elapsed. Applications must be recommended by the appropriate Dean, Director or Regional Campus Principal in consultation with Directors and Coordinators and approved by the committee for ratification by the Vice-President Instruction and Research.

- (2) *Return Service Commitment* - instructors undertake to remain in the service of the University-College for a period equal to the length of the approved leave. In the event the instructor elects not to continue as an employee for that length of time, they shall refund to the University-College the full amount paid to them by the University-College while on assisted professional development leave.

(3) *Application Procedure* - a request for long term leave will normally be made to the Dean, **Director or Regional Campus Principal** at least six (6) months prior to the proposed leave. It is the responsibility of the Dean, **Director or Regional Campus Principal** to forward the application to the committee for consideration at least four (4) months in advance of the commencement of leave.

It is recognized that the University-College may assume the initiative in encouraging an individual instructor to implement professional development programs in those cases where it is judged that the instructor's expertise is no longer current.

(4) Total monies received by the employee on assisted professional development leave, excluding research and travel grants, will not bring the total earnings to more than one hundred percent (100%) of base salary for the period of applied leave.

If the instructor does earn more than one hundred percent (100%) of base salary, the University-College will reduce the rate of assistance accordingly, or he/she will be obliged to reimburse the amount in excess of one hundred percent (100%) to Malaspina.

(5) *Accountability* - it is the responsibility of the instructor to prepare a report of leave activities and accomplishments within two (2) months following the completion of the leave for the appropriate Dean who will ensure reporting to the University-College Board.

(6) *Committee* - the Committee will be comprised of a Dean designated by the Vice-President Instruction **and Research** one (1) other University-College administrator appointed by the Executive Committee. The bargaining unit will also appoint two (2) members to serve on this Committee.

The Committee will meet at the discretion of any members of the Committee to review professional development applications and submit a report to Executive and the Union at the end of each review.

(7) *Professional Development Fund*

(i) Provide each regular employee upon application, a minimum of **seven hundred and fifty dollars (\$750)** for professional development activities approved by the appropriate Dean, Director, or Regional Campus Principal. Only those activities undertaken primarily for the benefit of Malaspina University-College can be considered for non-taxable reimbursement.

The following expenses may be eligible for reimbursement:

- Membership fees in professional organizations and learned societies;
- Books, periodicals, journals, and other materials directly associated with the faculty member's duties and responsibilities;
- Registration fees, or other fees for courses, workshops and similar activities;
- Travel expenses related to attending meetings, conferences, courses and other approved activities. (These reimbursements will be made in accordance with the travel policies of Malaspina);
- Other activities deemed of significant benefit to Malaspina University-College.

As non-taxable reimbursements, goods purchased through Professional Development funds remain the property of Malaspina University-College.

Unexpended balances at the end of the fiscal year (March 31) can be claimed on an expense claim form authorized by the Dean, Director or Regional Campus Principal. Payment to the faculty member of that amount will be added to his/her taxable income for the calendar year in which the payment is received.

(ii) Provide funds to support the equivalent of one (1) full-time professional development leave of absence (assisted leave) at a minimum of seventy percent (70%) of regular salary.

(8) *Professional Development for Terms*

A term employee who has been employed for at least twenty (20) months on consecutive half-time or greater appointments (accrual to commence October 1, 1990) and is reappointed to a subsequent term half-time or greater appointment for not less than three (3) months will be eligible for the professional development allocation on a prorated basis. (Example: a term .50 or greater employee with the necessary prior consecutive appointments who is reappointed to a term appointment of .50 will be eligible for \$375 or at .60 a total of \$450).

(c) *Waiver of Tuition Fees for University-College Employees Enrolling in Credit Courses*

Employees who have a regular appointment may register in University-College courses, at no cost, provided that no fee-paying student is displaced. Such registration will be subject to admissions requirements and enrolment procedures, which will be set from time to time by the Registrar.

(d) *Waiver of Tuition Fees for University-College Employees Enrolling in Community Education Courses*

*Eligible employees will be allowed to enrol in one non-credit or part-time vocational course per term at no cost, subject to procedures which will be set from time to time by the Community Education Department at each campus.

* *Eligible employee means an employee who is employed for a minimum of three (3) months and only during the period of employment.*

17.9 Provincial Articulation

In addition to the above, the University-College will cover expenses for one (1) employee for each provincially-approved articulation meeting held (one [1] meeting per year).

17.10 On-the-Job Training

(a) Where deemed necessary by the Employer, all newly employed vocational instructors shall receive teaching instruction and orientation before being required to assume a normal instructional load.

(b) Courses required by the Employer leading to an Instructor's Diploma shall be conducted by Vancouver Community College under supervision of Program Development Department at Vancouver Vocational Institute Campus. Courses leading to the Instructor's Diploma shall normally commence during the first year of employment.

The Employer agrees to reimburse to the instructor-student one hundred percent (100%) of the Instructor's Diploma tuition fees; and for instructor-students taking a major course toward the Diploma outside their headquarters area, the following allowances:

- (1) equivalent return economy air fare from the employee's headquarters;
- (2) equivalent dormitory fees for the duration of the course.

Term employees who attend the Instructor Diploma course while on layoff who are subsequently recalled may be reimbursed as above upon application to and approval by the Dean.

- (c) Employees shall be on leave of absence with pay while attending such courses.

17.11 Unassisted Leave/Reduced Workload

- (a) *Unassisted Leave for Full-time or Part-time*

Employees may apply to their Dean, Director or Regional Campus Principal (with a copy to the Human Resources Department) for unassisted leave for a period of up to one (1) year. The Dean, Director or Regional Campus Principal will forward it with their comments and recommendations to the Vice President, or President, as applicable, for authorization. Such applications may be for any purpose deemed justifiable by the employee. Applications should provide specifics and details of the duration and purpose of the leave. The Parties agree that the applications for leave shall not be unreasonably withheld. If it involves industrial or business experience of particular value to the University-College, the employee shall receive an increment and accrual of seniority. An employee shall return to a Vocational Instructor's position with no loss of salary status and seniority. The employee must respond in writing to the Human Resources Department's request of their intent to return to Malaspina employ ninety (90) days prior to the anticipated return date or mid-term for leaves shorter than six (6) months. The Human Resources Department will send notification to the last known address provided by the employee outlining the requirement to confirm the return-to-work date. Such leave may be extended up to an additional year.

Approved applications entailing industry or business experience of particular value to the University-College will be forwarded to the Board by the President for information only."

- (b) *Reduced Workload*

Employees may apply for reduced workload on the same basis as they would apply for unassisted leave.

17.12 Foreign Contract Leave

- (a) "*Foreign Contract Leave*" is defined as a reassignment to another employer who has contracted with Malaspina University-College for the delivery of instructional services outside Canada for a predetermined specified period of time.

- (b) It is intended that Malaspina University-College, as the employer of reference, retain responsibility for the payment of salary, related payroll procedures, seniority matters and incremental progression, and where possible, health and insurance coverage dependent upon the provisions of the applicable plans and the conditions of the carrier.

- (c) The salary payable to the employee on a foreign contract shall be the salary commitment specified in the foreign contract less the cost of any applicable health and insurance coverage. Such salary shall be inclusive of vacation entitlement which shall be considered to be sixteen percent (16%) of the foreign contract salary amount.

- (d) The employee on a foreign contract leave may elect to utilize accrued vacation credits to top up salary during the foreign contract leave period.

- (e) For the purposes of seniority of employees whose seniority is based on hours completed, the hours completed on a particular foreign contract shall be calculated by dividing the foreign contract salary payable to the employee by the employee's hourly rate of pay which the employee held immediately prior to the commencement of the foreign contract leave. If the employee's overseas work is less than their normal full-time work but is supplemented by external work deemed to be of value to the University-College, then such external work shall account as credit toward seniority. In any event,

the seniority of an employee accumulated pursuant to this Article shall not exceed the seniority the employee would have gained as a full-time regular employee working at the University-College.

- (f) It is recognized that a foreign contract would not include provision for overtime or other premium pay.
- (g) (1) The employee on a foreign contract leave shall be subject to the working conditions of the contract employer.
(2) It is understood that various provisions of the Malaspina University-College/BCGEU Collective Agreement will not be applicable to the employee on a foreign contract leave in view of Article 17.12(g)(1) above as well as due to the University-College being unable to enforce aspects of the employment relationship, such as, but not limited to, occupational health and safety, class size, etc.
(3) It is recognized that a great deal of flexibility is required concerning travel expenses, hours/days of work, class and shift schedules, meal periods, statutory holidays, non-instructional duty days, professional development, processing of disciplinary action, evaluation methods and the grievance procedure, as well as other matters dependent upon the nature of the foreign contract assignment.
- (h) The employee will be reinstated to the employee's former position at the predetermined time upon the employee's return to the University-College unless the employee was a term employee.
- (i) These foreign contract assignments are normally arranged at the employee's initiative. However, if not at the employee's initiative the assignment will be upon mutual agreement only between the employee and the University-College.
- (j) It is recognized that the eligibility for Workers' Compensation coverage and claims remains in effect for a maximum of six (6) months when on assignment outside of Canada subject always to any changes in the applicable legislation that may impact the extent of the Workers' Compensation coverage that can be maintained.

17.13 Application of Article 17 to Regular and Term Employees

Articles 17.1, 17.2, 17.4, 17.5, 17.6, 17.7, 17.8 and 17.9 apply to regular and term employees. Articles 17.3 (except short term leave which also applies to term employees) and 17.10 apply to regular employees only.

ARTICLE 18 - MATERNITY AND PARENTAL LEAVE

18.1 Maternity Leave

A pregnant employee will qualify for maternity leave. In the case of a term employee, leave of absence without pay will be granted for a period of six (6) months or for the duration of the term appointment if less than six (6) months remains of the employee's term appointment from the date of the commencement of the above leave of absence.

- (a) Upon request, the employee will be granted a leave of absence, without pay, for a period of not more than six (6) months.
- (b) The period of maternity leave without pay may commence eleven (11) weeks before the expected date of birth, or a later time the employee requests. The Employer may require the employee to commence the leave where the duties of the employee cannot reasonably be performed because of the pregnancy, and to continue the leave until the employee provides a certificate from a medical practitioner stating she is able to perform her duties.

- (c) Regardless of the commencement date of the leave of absence, the leave shall not end before the expiration of six (6) weeks following the actual date of birth of the child, unless the employee requests a shorter period.
- (d) A request for a shorter period must be submitted in writing to the Employer at least one (1) week before the date the employee indicates she intends to return to work and the employee must furnish the Employer with a certificate from a medical practitioner stating that she is able to resume work.
- (e) On return from maternity leave, an employee shall be placed in her former position or in a position of equal rank and salary.
- (f) If an employee maintains coverage for medical, extended health, dental and group life, the Employer agrees to pay the Employer's share of these premiums. If an employee fails to return to work on the prearranged date, the Employer will recover monies paid under this section.

18.2 Parental Leave

- (a) Upon request, an employee shall be entitled to parental leave of up to **thirty-five (35)** consecutive weeks without pay.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the **thirty-five (35)** weeks parental leave between them.
- (c) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- (d) Leave taken under this Clause shall commence
 - (1) in the case of a mother, immediately following the conclusion of leave taken pursuant to Article 18.1 to 18.3;
 - (2) in the case of a father, following the birth or adoption of the child and conclude within the fifty-two (52) week period after the birth date or adoption of the child. Such leave request must be supported by appropriate documentation.
- (e) **Refer to Common Agreement for plan change effective April 1, 2002.**

18.3 Adoption Leave

Upon request, an employee shall be granted a leave of absence, without pay, for up to six (6) months following the adoption of a child. The employee shall have to furnish proof of adoption.

18.4 Seniority Rights on Re-employment

The employee will confirm in writing to Human Resources **Department** their intention to return to University-College employ no later than thirty (30) days prior to the anticipated return to work date.

An employee who makes application for re-employment prior to the expiration of maternity, **parental** or adoption leave shall retain service credits and seniority rights accumulated prior to and for the duration of the leave not to exceed six (6) months.

The employee shall be deemed to have resigned on the date upon which leave of absence without pay commenced, if an application for re-employment is not made prior to the expiration of the leave.

18.5 Extension Maternity Leave

Maternity leave shall be extended for up to an additional six (6) months for health reasons where a doctor's certificate is presented.

18.6 Sick Leave Credits

Illness arising due to pregnancy, during employment and prior to leave of absence, may be charged to normal sick leave credits.

ARTICLE 19 - OCCUPATIONAL HEALTH AND SAFETY

19.1 Conditions

The Union and the Employer agree that regulations made pursuant to any statute of the Province of British Columbia pertaining to the working environment, shall be fully complied with.

19.2 Occupational Health and Safety Committee

The Employer and the Union agree to establish a Joint Occupational Health and Safety Committee. The Committee shall be composed of personnel employed at the location. The composition will be determined locally through Management and local Union representative. The Committee will meet, at regular intervals to be determined by the Committee, to make recommendations on unsafe, hazardous, or dangerous conditions, with the aim of preventing and reducing risk of occupational injury and illness. A copy of all minutes of the Committee shall be sent to the Union and the Employer.

19.3 Unsafe Work Conditions

No employee shall be disciplined for refusal to work on a job which is deemed unsafe, consistent with the procedures set out in WCB Regulation 3.24, by:

- (a) (1) a member of the bargaining unit who is a member of an Occupational Health and Safety Committee; or
 - (2) a person designated by an Occupational Health and Safety Committee; or,
 - (3) Coordinator, Environmental Health and Safety.
- (b) Where a condition has been deemed unsafe, in accordance with the above, employees will not be assigned to that site until conditions have been corrected.

19.4 Injury Pay Provision

An employee who is injured on the job during working hours and is required to leave for treatment, or is sent home for such injury, shall receive payment for the remainder of the shift without deduction for sick leave.

19.5 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer.

19.6 Pollution Control

The Employer and the Union agree to limit all forms of environmental pollution over which they have control.

19.7 Investigation of Accidents

The Occupational Health and Safety Committee, as provided in Section 19.2, shall be notified in the event of any major accident or injury and may assist in the investigation as specified in the WCB Occupational Health and Safety Regulations.

19.8 Pay Provisions

Any employee who serves on an Occupational Health and Safety Committee shall receive the regular rate of pay for attending meetings of the Committee held during working hours, or for the assigned investigation of safety matters when assigned by the Committee.

19.9 Workers' Compensation Board Claim

Where an employee is on a claim recognized by the Workers' Compensation Board, the employee shall be entitled to leave, at the regular rate of pay, up to a maximum of one hundred and twenty-six (126) days for any one (1) claim. Where an employee elects to claim leave, with pay, under this Article, the compensation payable by the Workers' Compensation Board shall be remitted to the Employer.

ARTICLE 20 - CONTRACTING OUT

The Employer agrees not to contract out any work presently performed by employees covered by this Agreement which would result in the laying off of such employees.

ARTICLE 21 - HEALTH AND INSURANCE BENEFITS

21.1 Medical Services Plan

All regular and term employees are eligible to participate in accordance with Article 21.8 herein. Benefits and premium rates shall be in accordance with the provisions of the plan. The Employer will pay **one hundred percent (100%)** of the premiums. (*Important to refer to **electronic** brochure for specific details of terms and limits.*)

21.2 Extended Health Benefits

The University-College pays, for eligible employees in accordance with Article 21.8, **one hundred percent (100%)** of the premium cost of the Extended Health Benefit plan.

(a) **Extended Health Benefits coverage shall provide for ninety-five percent (95%) reimbursement for all covered expenses in excess of a twenty-five dollar (\$25) deductible in a calendar year. Covered expenses include, but are not limited to, eligible prescription drugs, ambulance charges and emergency medical expenses while travelling outside Canada. The maximum lifetime benefit is unlimited.**

(b) **Vision care shall provide ninety-five percent (95%) reimbursement up to a maximum of two hundred dollars (\$200) in a twenty-four (24) month period.**

(c) **Emergency Travel Assistance coverage shall provide 24-hour assistance to the employee and/or dependent(s) for locating medical care and arranging medical transportation during a medical emergency occurring almost anywhere in the world.**

(*Important to refer to **electronic** brochure for specific details of terms and limits.*)

21.3 Dental Care Plan

The University-College pays, for eligible employees in accordance with Article 21.8, one-hundred percent (100%) of the premium cost of the Dental Plan. The plan shall provide coverage including:

- (a) one hundred percent (100%) of basic diagnostic, preventative, restorative and periodontal services (Plan A);
- (b) fifty percent (50%) of major restorative services such as crowns, bridges, and dentures (Plan B);
- (c) fifty percent (50%) of orthodontia for dependent children (Plan C) to a maximum one thousand dollars (\$1,000) per child.

(Important to refer to *electronic* brochure for specific details of terms and limits.)

21.4 Group Life Insurance/Accidental Death and Dismemberment Benefit Plan

All eligible regular employees must participate in the Group Life/Accidental Death and Dismemberment insurance plans.

The University-College contributes one hundred percent (100%) of a group life insurance premium for eligible employees in accordance with Article 21.8, which provides for three times (3x) annual salary and Accidental Death and Dismemberment also three times (3x) annual salary each. (*Important to refer to electronic brochure for specific details of terms and limits*) and Article 9.2(1)(c) of the Common Agreement.)

21.5 Long Term Disability

Effective April 1, 2002, refer to the Faculty Common Disability Plan.

The eligible employees, in accordance with Article 21.8, are responsible for the monthly premium which protects wages in the event of disability to the extent of sixty percent (60%) of monthly salary, as at August 1st immediately prior to the last regular day actively at work, to a maximum of three thousand dollars (\$3,000) per month. Claims are subject to the approval of the carrier. (*Important to refer to brochure for specific details of terms and limits.*)

All eligible regular employees must participate in the LTD plan, participation for eligible term employees is optional.

21.6 Coverage During Layoff

Coverage for the Health and Insurance package may be maintained by an employee who has been laid off for a maximum period of four (4) months provided the recall date is known to be within four (4) months at the time of layoff and the employee is willing to pay the Employer's share of the premiums in addition to the employee's share.

21.7 Payment to Beneficiary on Death

Where an employee dies while in the University-College service, the following amounts shall be paid to the beneficiary of the employee:

- (a) if the employee has completed one (1) continuous year in the University-College service, one (1) month's salary;
- (b) if the employee has completed two (2) continuous years in the University-College service, two (2) months' salary;

- (c) if the employee has completed three (3) continuous years in the University-College service, three (3) months' salary;
- (d) if the employee has completed four (4) continuous years in the University-College service, four (4) months' salary;
- (e) if the employee has completed five (5) continuous years in the University-College service, five (5) months' salary;
- (f) if the employee has completed six (6) or more continuous years in the University-College service, six (6) months' salary.

This Clause will apply only to those existing employees employed by the University-College on January 11, 1989 who are eligible or become eligible. This Clause is not applicable to employees hired after January 11, 1989.

21.8 Eligibility (Effective January 1, 1991)

- (a) Regular employees with at least fourteen (14) hours per week or twenty-eight (28) hours per biweekly period are eligible to participate in all the health and insurance benefits described in Articles 21.1, 21.2, and 21.3; however, a minimum of twenty (20) hours per week or forty (40) hours per biweekly period are required for participation in the insurance package provided for in 21.4 and 21.5.

Further, a regular fourteen (14) hours per week employee with additional term hours or twenty-eight (28) hours per biweekly period resulting in a total assignment of twenty (20) hours per week or forty (40) hours per biweekly period for a minimum of ten (10) months, will qualify for the insurance package provided for in 21.4 and 21.5.

- (b) Term employees shall be eligible to participate in the Health and Insurance benefits on the basis of the following:

- (1) term employees who have a ten (10)-month appointment and the number of contact hours worked is at least twenty (20) hours per week or forty (40) hours per biweekly period shall be eligible for health and insurance benefits described in Articles 21.1, 21.2, 21.3, 21.4, and 21.5; and
- (2) term employees who have appointments of at least five (5) months and the number of contact hours worked is at least fourteen (14) hours per week or twenty-eight (28) hours per biweekly period shall be eligible for the Health benefits described in Articles 21.1, 21.2, and 21.3.
- (3) the entitlement to the above benefits expires at the end of the term employee's period of appointment.
- (4) If it is expected that a term employee, whose term of appointment is ending, will be appointed to a new term appointment within four (4) months of the end of the immediately prior term appointment, the term employee may elect to continue to be covered for any or all of the benefits outlined in Articles 21.1, 21.2, and 21.3 provided the term employee was already being so covered and provided one hundred percent (100%) of each of the premiums is prepaid to the University-College prior to the end of the current term appointment. This clause also applies to regular part-year employees.
- (5) If the new appointment commences within four (4) months of the end of the previous term appointment, the term employee will be restored to the benefits noted in this Article which the employee carried in the immediately prior term appointment at the beginning of the month coincident with or immediately following the new term appointment, provided the term employee is qualified for such coverage during the new appointment period.

- (c) Auxiliary employees are not entitled to the benefits outlined in Article 21.

21.9 Absence Without Pay

Coverage for the Health and Insurance package may be maintained by an employee on unassisted leave, subject to the terms and conditions of the applicable Health and Insurance benefit, provided that the employee prepays both the Employer's and employee's share of the premiums by post-dated cheques or payroll deduction. Any difference between the prepaid amounts and any increase in the premium costs during the leave will be reimbursed by the employee to the University-College upon termination of the leave.

21.10 Coverage While on LTD

Subject to the terms and conditions of the applicable Health and Insurance benefit, coverage for the Health and Welfare package may be maintained by an employee, who has been off on long-term disability for greater than three (3) months provided that the employee is willing to pay the Employer's share of the premiums in addition to the employee's share.

Important to refer to Article 9.3(1) of the Common Agreement for April 1, 2002 information.

ARTICLE 22 - COLLEGE PENSION PLAN

22.1 Mandatory Participation

Participation in the College Pension Plan is mandatory for:

- (a) Faculty appointed to regular positions after September 1, 1999;
- (b) Term/Auxiliary faculty who earn, in any calendar year, a salary exceeding fifty percent (50%) of the year's maximum pensionable earnings (YMPE).

22.2 Optional Participation

Participation in the College Pension Plan is optional for:

- (a) Faculty appointed to regular positions prior to September 1, 1999, who opted to waive participation;
- (b) Term/Auxiliary faculty who earn less than fifty percent (50%) of the YMPE provided a waiver form is completed and placed on file with the Human Resources Department.

A faculty member who has waived enrolment may apply to participate in the College Pension Plan at any time and shall be covered effective the first day of the pay period following application.

ARTICLE 23 - WAGES AND ALLOWANCES

23.1 Wages

For wages effective April 1, 2001 to April 1, 2003 and for the duration of this contract refer to Appendix A.

23.2 Paydays

- (a) Payment of wages will be processed on a biweekly basis and will be directly deposited to the credit of the employees' account at a financial institution in Canada of the employee's choice.
- (b) A comprehensive statement shall accompany each paycheque detailing all payments, allowances and deductions.

- (1) The distribution of paycheques shall be done in such a manner that the details of the paycheque shall be confidential.

23.3 Coordinators Stipend or Release Time

	April 1/2001	April 1/2002	April 1/2003
More than 26 Hours per week Teaching Assignment	\$97.71 bw	\$99.67 bw	\$101.67 bw
More than 24 Hours per week Teaching Assignment	\$48.86 bw	\$49.84 bw	\$ 50.84 bw

These stipends will be reviewed annually, and final determinations are the responsibility of the Vice-President of Instruction and Research.

23.4 First Aid

The Union and the Employer agree that first aid regulations made pursuant to the Workers' Compensation Act shall be fully complied with. Where the Employer requires an employee to obtain or renew the employee's survival or industrial first aid certificate, the cost shall be borne by the Employer. Designated employees and designated volunteers will be granted time off with pay during normal working hours to renew their certificate. A biweekly premium shall be paid to employees required to possess a certificate under this Article. The amount of the premium shall be:

Level 1	\$ 15.00 biweekly
Level 2	\$ 35.00 biweekly
Level 3	\$ 40.00 biweekly

23.5 Salary Placement

(a) Initial Salary Placement

For initial placement on the scale, the following experience shall be recognized, providing minimum job requirements or the equivalent are met, by giving one (1) increment on the base scale for:

- (1) an equivalent of one (1) for each year of teaching experience beyond two in an approved college, technical institution, or vocational school or, in the case of high school related instruction in vocational, commercial, remedial and upgrading subjects;
- (2) each two (2) years of relevant work experience beyond four (4) in industry or business or related experience.
- (3) *Credentials*: If a Masters degree is included in the job posting as an essential prerequisite, a qualified candidate will receive an extra step for this credential. However, the extra step will not be awarded where this would result in exceeding the initial maximum salary placement.
- (4) *Teaching Experience*: All directly relevant teaching experience in the public school system will receive full credit.
- (5) *Work Experience*: Credit for related work experience in the assigned discipline shall not pre-date the required certification.
- (6) Part-time experience will be prorated on the two (2) semester year. Other part-time work experience prorated on the basis of a thirty-five (35) hour workweek and twelve (12) month year. Maximum credit for one (1) year is one (1) year.
- (7) Teaching experience less than three (3) years will be added to any industry experience and be subject to the four (4) year minimum experience and the two (2) years for one (1) increment.

- (8) Teaching non-credit courses in not included.
- (9) *Appeals:* All appeals must be filed with the Chairperson of the Union within thirty (30) days following receipt of the Initial Salary Placement form completed by the Human Resources Department. The Salary Placement Appeal Committee will be comprised of the Union Chairperson, one additional Union member, one management representative, and the Director of Human Resources Department.
- (10) The decision of the Salary Placement Appeal Committee is final and binding.
- (11) *Forms:* The Salary Data Collection form will be given to the faculty member at the employment interview and will be submitted as soon as possible to the Human Resources Department.
- (12) The Parties have previously agreed that Article 23.5(d) refers to existing employees only and is not a factor to be considered at initial salary placement.

The word "equivalent" in Article 23.5(d) shall mean those studies (minimum one (1) academic year duration) with a focus on teacher training or academic instructional techniques and methodology.

The above criteria shall be used to a maximum of Step 7, effective April 1, 2002, on the salary scale.

(b) Instructors shall progress through all incremental steps of the salary scale

(c) (1) *Regular Employees*

For each year of service to the University-College, a regular employee is entitled to one (1) increment on the salary scale until the maximum is attained. It is understood that a year's service is equivalent to 1456 hours worked (i.e. 1.000 increment credit) and at least one calendar year since the start of service or date of last increment. An increment will be effective on the first day of the pay period following the date on which the year's service is reached.

Any auxiliary hours worked by term or regular employees shall be recognized for incremental purposes.

(2) Effective October 1, 1989 an employee who has term seniority in accordance with this Agreement who is appointed to a regular appointment shall have his/her first increment adjustment as a regular employee based on accrued increment hours accumulated as a term employee and service as a regular employee. Thereafter the employee's incremental progression shall be applied in accordance with the provisions of Article 23.5(c)(1).

(3) *Term Employees*

For each year of service to the University-College, a term employee is entitled to one (1) increment on the salary scale until the maximum is attained. It is understood that a year's service is equivalent to 1456 hours worked (i.e. 1.000 increment credit) and at least one calendar year since the start of service or date of last increment. An increment will be effective on the first day of the pay period following the date on which the year's service is reached.

Any auxiliary hours worked by term or regular employees shall be recognized for incremental purposes.

(4) *Auxiliary Employees*

New auxiliary employees (hired after date of signing) will be placed at the minimum step for the first thirty (30) calendar days.

Any former auxiliary employee of the University-College, hired on a subsequent auxiliary appointment more than twenty-four (24) months after the end of a previous auxiliary appointment, shall be placed on the salary scale in accordance with the initial salary placement provisions of Article 23.5(c)(4).

(d) Instructors shall qualify for one (1) additional increment above their existing salary, upon successfully qualifying for the vocational instructor's diploma or its equivalent.

The effective date for such changes in category shall be effective from the first **day of the next pay period** following formal notification received by the University-College of the successful completion of the vocational instructors diploma or equivalent.

(e) In cases where an instructor was hired without a Bachelor's Degree, as required in the posting, and upon successful completion of the Bachelor's Degree, an additional increment will be awarded effective the first **day of the next pay period** following receipt of the formal documents at the Human Resources Department.

Upon successful completion of a Master's Degree, an additional increment will be awarded effective the first **day of the next pay period** following receipt of the formal documents at the Human Resources Department.

23.6 Retirement Gratuity and Long Service Allowance

(a) A BCGEU Instructor employed prior to January 12, 1989 who has served the University-College for at least ten (10) years as a BCGEU instructor immediately prior to retirement, shall receive a gratuity equal to five (5) working days of pay for every year of completed continuous service with the University-College.

A break in service resulting in a loss of seniority as per Article 11.3 renders any previous experience ineligible.

Continuous service to the Public Service of B.C. immediately prior to the meld which took place October 1, 1975 will be considered as continuous service with the University-College. Any part years shall be calculated on a prorated basis.

Such pay shall be at the regular employee's current rate on the basic salary schedule exclusive of any allowance or other pay.

(b) A BCGEU instructor employed prior to January 12, 1989 who has served the University-College for at least ten (10) consecutive years as a BCGEU instructor immediately prior to leaving the service of the University-College for any reason other than cause or retirement shall receive a long service termination allowance equal to one-half ($\frac{1}{2}$) the value of the retirement gratuity.

A break in service resulting in a loss of seniority as per Article 11.3 renders any previous experience ineligible.

(c) *Early Retirement Incentive (prior to age 65)*

The University-College may offer, or the employee may request, a choice of one (1) of the early retirement incentive alternatives described herein provided the employee meets the following qualifications:

- (1) is age 55 or over;
- (2) has a minimum of ten (10) years of continuous service with the University-College;
- (3) is an employee on a regular appointment at the time of early retirement;
- (4) **is at the top step of the salary scale of Appendix A;**
- (5) retires from his/her regular position.

An employee has the right to accept or decline an early retirement incentive offer made by the University-College within thirty (30) days of the offer being proposed.

In the event of acceptance of an offer of early retirement, an employee's date of retirement shall be effective on a date mutually agreed upon between the employee and the President.

During any fiscal year, the University-College shall accept at least one (1), but not necessarily more than one (1), employee's offer (provided there are any such offers) of early retirement within thirty (30) days of the offer being made. If more than one (1) employee applies, and only one (1) early retirement is granted in a given contract year, the administration shall have the right to determine who is granted the early retirement, based upon program need and other relevant factors. **In the absence of a program need and other relevant factors, seniority shall be the determining factor.**

The President and the employee shall reach mutual agreement as to the effective date of the retirement.

The Agreement shall be in writing and shall specify the early retirement date with the incentive option agreed upon.

(d) *Option A - Lump Sum Payment*

The retirement allowance will be paid in one (1) sum on the date of retirement, or for optimum tax advantage on an agreed upon deferred date, or in twelve (12) equal instalments, at the option of the employee, and will be based on regular salary without allowances in the following amounts:

Full Years* to Retirement	Payout
1	20% of employee's salary
2	40% of employee's salary
3	60% of employee's salary
4	80% of employee's salary
5 or more	100% of employee's salary

**Calculated at the effective date of the severance.*

(e) *Option B*

The retirement allowance based on twenty percent (20%) of one-twelfth (1/12) of the retiring employee's pre-retirement annual salary without allowances will be paid each month by the University-College into a predesignated Registered Retirement Savings Plan or trust fund in the name of the retired employee to provide at the discretion of the retired employee, a supplemental pension income upon attaining the age of 65 years. Payments shall commence on the first day of the month coincident with or next following the date of early retirement and shall cease when the retired employee reaches the 65th birthday. In the event the retired employee passes away prior to attaining the age of 65, any contributions outstanding shall be payable by the University-College in a lump sum amount to the estate of the deceased. The maximum period of payment shall be sixty (60) months.

(f) *Option C*

The employee may choose any other mutually agreed upon plan which takes into account the individual employee's personal circumstances. Such plan shall not offer an incentive having a monetary value greater than Plan A or B.

(g) An employee shall be eligible for only one of the benefits pursuant to Articles 23.6(a), (b), and (c) above. Service credit shall not be pyramided with any other resignation or retirement benefit(s) offered by the University-College.

23.7 Clothing Supply

If a particular type of work clothing or special apparel is required by the nature of the employee's job, such clothing or apparel shall be provided by the Employer.

23.8 Cleaning

The Employer shall be responsible for laundering, dry cleaning and maintenance of all apparel supplied by the Employer.

23.9 Safety Footwear

In areas designated by the Workers' Compensation Board or the University-College where safety footwear are required to be worn, the Employer will pay one hundred percent (100%) of the safety footwear.

23.10 Independent Study Stipend

Independent study shall be provided on a voluntary basis in addition to a faculty member's assigned workload. These studies will be provided by agreement of the faculty member, the Coordinator and the Dean, Director or Regional Campus Principal and will have a maximum of 5 students. The faculty member will receive a stipend of two hundred and fifty dollars (\$250) per student per term or semester. The Dean, Director or Regional Campus Principal will identify independent studies in the workload report

ARTICLE 24 - TECHNOLOGICAL CHANGE

The procedure to be followed by the Employer and the Union concerning technological change shall be in accordance with the British Columbia Labour Code. Also refer to Article 6 of the Common Agreement.

ARTICLE 25 - NON-INSTRUCTIONAL DUTY DAYS FOR INSTRUCTORS

In order to allow employees time to prepare for incoming classes and to conclude the affairs of previous classes, provisions shall be made for the scheduling of non-instructional duty days to a maximum of ten (10) per year.

For the period between Christmas and New Years day when institutional services have been minimized, the normal attendance expectations for BCGEU members will be relaxed provided that they have completed their duties.

ARTICLE 26 - POSTED JOB COMPETITIONS

26.1 Job Postings

Where a regular or term job vacancy within the bargaining unit except short term vacancies not to exceed thirty (30) continuous working days is to be filled, notice shall be posted on the appropriate bulletin boards, in the Job Postings bulletin, on the 24-hour Jobline at (250) 740-6285, and on the internet (<http://www.mala.bc.ca>) for a minimum period of five (5) working days. A copy of the job posting noting the successful applicant will be forwarded to the campus Shop Steward after the close of each competition. The Union will provide to the Employer a list of campus shop stewards. However, when term employees, through length of service are eligible for probationary status and new positions are created by the Board, these vacancies will not be subject to posting, subject to Article 11.9 herein.

26.2 Transfers

Current regular employees will be given seniority preference in respect of transferring into vacancies within the bargaining unit, merit considered. Factors used to determine merit will be educational qualifications, skills, ability and experience and any other matters which are necessary or desirable, having regard to the nature of the duties to be performed and consistent with the job requirements.

26.3 Term Appointment Vacancies

Once regular full-time employees have exercised their seniority in accordance with Articles 11.9 (Layoff) and 26.2 (Transfer), regular part-time employees will have access to additional term hours [per Article 11.2(c)], to a maximum of full-time work, as available in the same instructional program (as listed in Appendix C). Term employees will then be given preference in respect of consideration for term appointment vacancies only, merit considered. Factors to be considered will be educational qualifications, skills, ability and experience and any other matters which are necessary or desirable, having regard to the nature of the duties to be performed and consistent with the job requirements.

The University-College agrees that the provisions of Article 26.3 will not be utilized in order to avoid the University-College's obligation to convert temporary appointments to regular status in accordance with Definitions - Conversion of Full-time Temporary Appointments to Regular Status. In the event that merit is assessed as relatively equal, seniority shall be the determining factor.

ARTICLE 27 - TRANSFERS AND SECONDMENTS

27.1 Short Term Transfers

- (a) The Employer agrees short-term transfers will be by mutual agreement.
- (b) Employer initiated transfer to a campus other than the one which an employee was originally assigned will be assisted by the University-College in the form of, but not necessarily limited to, moving expenses which shall include the cost of moving and insuring the move of household furniture and personal effects.

27.2 Secondments

A process by which the Employer may assign an employee to another agency, board, society, commission or employer. The Employer agrees that employees will not be seconded against their will. The Employer will seek to provide an employee with four (4) weeks written notice of secondment. Where possible, the written notice of secondment shall indicate the term of secondment.

ARTICLE 28 - TRAVEL

28.1 Travel on University-College Business

Employees required to travel on University-College business will be reimbursed for meals, lodging, and transportation as per the policy of the University-College Board. Receipts for actual reasonable expenses are to be submitted for meals or a flat per diem rate as set out in the Board Policy.

28.2 Travel Stipend for Learning Connections Instructors

Malaspina University-College and the BCGEU agree to a "Travel Stipend" which may be paid to certain Learning Connections Instructors in circumstances where the instructor who offers the required expertise normally resides/works more than fifty (50) kilometres from the campus at which the course is to be delivered.

This provision recognizes the small number of teaching hours per week for a Learning Connections Instructor, the cost incurred by the individual to travel to the campus, and the desire to provide some compensation for those costs.

Management will have sole discretion to determine the appropriateness and value of the travel stipend.

ARTICLE 29 - INDEMNITY/INSURANCE

- (a) Where an employee is charged with an offence resulting directly from the proper performance of duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.
- (b) Any damages, shall be paid up to the policy limit required by the Ministry of Education due to liability imposed by law, including cost of defence, resulting from injury and/or damage to the person or property of others including personal injury, professional errors and omissions.
- (c) Providing the Employer requests the use of tools, reference texts and instruments, and the declared value is recorded in writing with the Dean at the time the items are brought on campus, coverage is for: "*All risks of direct physical loss or damage consistent with policy provisions*".

ARTICLE 30 - CLASS SIZE

Where an instructor's class size is to be increased due to extraordinary circumstances, the maximum class size will be determined through consultation between the Dean, Director or Regional Campus Principal. Where a determination is not made through consultation in accordance with the above, the instructor may refer the matter in writing (copy to Dean, Director or Regional Campus Principal and the Joint Labour Management Committee) to the Vice-President of Instruction and Research for a final determination.

ARTICLE 31 - MALASPINA INTERNATIONAL HIGH SCHOOL

31.1 Field Trips; Extra Curricular Programs and Activities; Student Teachers;Volunteers; Vacation Utilization

Malaspina University-College and the BCGEU agree to facilitate and enhance the operation of the International High School acknowledging the particular pedagogical dimensions of the High School instructional services delivered to this unique international, school-aged population.

(a) *Field Trips*

Field trips inherent in this program require that instructional duties be, on occasion, performed away from University-College premises and as such are not voluntary.

(b) *Extra Curricular Programs and Activities*

The Union and the Employer recognize that the involvement of faculty in extra curricular programs and activities contribute significantly toward a positive, integrated learning environment. Extra curricular programs and activities are those which normally occur beyond the assigned contact hours.

Faculty are encouraged to participate in extra curricular activities, however, the Employer recognizes that such involvement is voluntary.

(c) *Student Teachers*

In consultation with the instructors, the Principal of the High School will place student teachers.

(d) *Volunteers*

The Parties agree to recognize and encourage the presence of host parents and families, community and University-College employee volunteers as a support to instructions both in the classroom and on field trips.

(e) *Vacation Utilization*

Utilization of vacation in a five (5) week block is not conducive to the delivery of instruction in this model. Therefore, the entitlement for utilization May 1 to September 30, will be acknowledged as no greater than four (4) weeks (20 days) consistent with Article 15.2(b).

31.2 **Principal's Teaching Assignment**

Malaspina University-College and the BCGEU agree that the Principal of the **High School** may be expected to teach in the program to a maximum of one course (for example, Fine Arts 1999-2000) in two of the three semesters each academic year. This requirement is in recognition of the following points:

- (1) represents the current operating practices of both public and private small secondary schools;
- (2) addresses an economic and educational imperative of sound school administration at this level;
- (3) is advocated by the **High School** Board.

It is agreed that the performance of this teaching assignment will not result in the incumbent being placed in the bargaining unit or receiving BCGEU payment for this instruction.

The University-College agrees that the teaching assignment for the Principal may be reduced or eliminated in an academic year were such assignment to result in a reduction to the annual teaching workload for BCGEU instructors engaged in International **High School** instruction.

It is agreed that the Principal will not teach in an area for which existing faculty are qualified and enabled by the timetable to teach the course. The timetable will be developed so as not to limit teaching opportunities.

This Agreement continues in effect until the expiry of this contract and may be renewed by mutual agreement between the Parties.

ARTICLE 32 - ESTABLISHMENT OF JOINT COMMITTEE

32.1 **Committee Composition**

There shall be established a Joint Committee composed of members equal in number, represented by the Employer and the Union. The minimum size of this Committee shall be two (2) Union representatives and two (2) Employer representatives, and the maximum size shall be four (4) Employer representatives and four (4) Union representatives. This Committee may call upon additional persons for technical information or advice. The Committee may establish sub-committees or "ad hoc" committees as it deems necessary and shall set guidelines and operating procedures for such committees.

32.2 **Meetings**

The Joint Committee shall meet at the call of either Party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this Committee.

32.3 Chairperson

An Employer representative and a Union representative shall alternate in presiding over meetings.

32.4 Committee Jurisdiction

This Committee shall not have jurisdiction over wages or any other matter of collective bargaining including the administration of this Agreement.

The Committee shall have the power to make recommendations to the Union and the Employer on the following general matters:

- (a) reviewing matters, other than grievances, relating to the maintenance of good relations between the Parties;
- (b) correcting conditions causing grievances and misunderstandings.

ARTICLE 33 - TERM OF AGREEMENT**33.1 Duration**

This Agreement shall be binding and remain in effect from 12:01 a.m., April 1, 2001 to midnight, March 31, 2004. The Union and the University-College desire every employee to be familiar with the provisions, rights and obligations inherent in this Agreement. For this reason, the University-College shall print sufficient copies of the Agreement for distribution to employees within sixty (60) days from the signing of the Agreement.

33.2 Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or after December 1, 2003, but in any event, not later than December 31, 2003.
- (b) Where no notice is given by either Party prior to December 31, 2003, both Parties shall be deemed to have been given notice under this Article on December 31, 2003, and thereupon Article 33.3 of this Agreement applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the Vice-President Instruction and Research of the University-College.

33.3 Commencement of Bargaining

Where a Party to this Agreement has given notice under Article 33.2 of this Agreement the Parties shall, within ten (10) days after the notice was given, commence collective bargaining.

33.4 Changes in Agreement

Any changes deemed necessary under this Agreement may be made by mutual agreement at any time during the life of this Agreement. Such agreed changes shall be incorporated into this Agreement as an addendum.

33.5 Agreement to Continue in Force

Both Parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

The Parties hereby agree to recommend to their respective principals an April 1, 2001- March 31, 2004 Agreement as amended from the current contract, subject to ratification by the University-College Board and the BCGEU membership.

SIGNED ON BEHALF OF THE UNION:

SIGNED ON BEHALF OF THE EMPLOYER:

George Heyman
President

Shelley Garside, Chair,
University-College Board

Stuart Seifert
Bargaining Committee

Edwin Deas, Bursar & VP, Administration
Bargaining Committee

Bob Darling
Bargaining Committee

Richard W. Johnston, President

EMPLOYER BARGAINING COMMITTEE:

Linda Rosen
Bargaining Committee

Linda Love
Dean of Faculty of Applied Programs

Darlene Thorburn
Staff Representative

Jean Campbell, Dean of Faculty Health
and Human Resources

Peggy Howard, Director of Human Resources

Peter Csiszar, Legal Counsel

Tentative Agreement Reached October 15, 2001
Ratification Date November 14, 2001

Signed this _____ day of _____, 20__.

APPENDIX A
PROVINCIAL SALARY SCALE

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

**Maximum initial placement in category*

To calculate biweekly rate divide annual pay by 26.1 (# of pay periods)

To calculate hourly rate divide biweekly rate by 56 for instructional and by 70 for non-instructional.

Notes: \$3,166 added to Step 1 in April 2, 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
<i>Funded by Labour Market Adjustment</i>	12, 11 to 9
	10 to 8
	9, 8 to 7
	7 to 6
	6 to 5
	Rest Unchanged

APPENDIX B EMPLOYEE ASSISTANCE PROGRAM

Statement

Both Unions and Management recognize that almost any human problem can be successfully treated provided it is identified in its early stages and referral is made to an appropriate treatment resource. This is true whether the problem is one of physical illness, mental or emotional illness, finances, marital or family distress, alcoholism, drug abuse, legal problems, or other concerns. These concerns are serious health and behavioral problems which have a potentially serious impact upon the lives of those employees so afflicted and, in turn, their families. Unions and Management have established a Joint Committee to implement the Employee Assistance Program. This Committee will include members from the Union and representatives from Management. It must be recognized, however, that successful resolution of such problems requires a high degree of the employee's personal motivation and co-operation.

Nothing in this statement or policy is to be interpreted as constituting a waiver of Management's right to take disciplinary measures, nor Unions' right to grieve, all within the framework of the respective collective agreements.

Purpose

The Employee Assistance Program has been established to assist all employees who may have a personal problem which affects their job performance and help them to gain assistance at the earliest possible time before their condition renders them unemployable.

Objectives

1. To establish guidelines for dealing with personal problems that may cause declining work performance.
2. To inform employees and their families about the program.
3. To help provide channels for correct referral for assessment, treatment and follow-up so as to ensure maximum rehabilitation.
4. To ensure that confidentiality is maintained.

Policy

1. This program is in no way meant to interfere with the private life of the employee.
2. *Voluntary Referral:* Union and Management agree to the earliest possible utilization of the Employee Assistance Program on a voluntary basis for an employee showing indications of a personal problem which may affect job performance. Any employee who feels they have such a problem is encouraged to seek help, either through Employee Assistance Program channels or privately. Any decision on the part of the employee to seek help will not interfere with their position or employment. Confidentiality will be maintained at all times.
3. *Mandatory Referral:* in the absence of a voluntary referral, and when unsatisfactory job performance persists, a referral will be made by the immediate supervisor to the assessment resource.

4. If the employee refuses the help that is offered, the employee will subject him/herself to normal disciplinary procedure.
5. Where the employee co-operates with assistance and/or treatment the employee is to continue with the program to its completion. During treatment the employee is expected to maintain work performance at an agreed upon level. If, after a reasonable period of time (as recommended by the assessment resource), the employee is still unable to bring work performance up to an acceptable level, the employee will be subject to normal disciplinary procedures.
6. If periods of time off work are deemed necessary this will be covered by the respective collective agreement sick leave plan as for any other illness.

Shop Steward

The shop steward plays a supportive role in the referral and rehabilitation of the Union member who has a personal problem.

Responsibilities of the Shop Steward

1. To understand fully the policy and referral procedures.
2. To encourage employees to use the Employee Assistance Program voluntarily before mandatory referral becomes a necessity.
3. Upon request of a member, to become active in any interview so that both Union and Management can offer help and direct the employee to enter the program.
4. To maintain absolute confidentiality.

Union Representatives

The Union's purpose in participating in this program is to help facilitate the general well-being of the people it represents as well as to ensure that the rights of the individual member under the Collective Agreements are protected.

APPENDIX C
DEPARTMENTAL LISTING

Departmental Listing	Including
Barber/Stylist	
Business Programs	Micro Computer Applications Specialist/Applications Upgrade Applied Business Technology
Career and Academic Preparation	ABE, Access, Employment and Life Skills Training (ELST), Literacy, BEST
Carpentry/Residential Construction	Entry Level Trades Training (ELTT) and Apprenticeship
Commercial Baking	
Community Education (as covered under Memorandum of Understanding #1)	
Culinary Arts	
Dental Assistant	
ESL	
Hairdressing	
Home Support/Resident Care Attendant	HS/RCA Refresher & Upgrading
Horticulture	
Industry Training	
ITAS	
Log Scaling	
Malaspina International High School	
Mechanical Programs	Appliance Repair/HVAC Automotive Service Technician, ELTT & Apprenticeship Heavy Duty/Commercial Transport Mechanics, ELTT & Apprenticeship Heavy Equipment Operator Inboard/Outboard Marine/Small Engine Technician
Practical Nursing	P.N. Refresher & Upgrading
Training and Development (as covered under Memorandum of Understanding #1)	
Welding	

MEMORANDUM OF UNDERSTANDING #1
LEARNING CONNECTIONS

The Parties agree that effective January 1, 1997, BCGEU jurisdiction will extend to some vocational programming in the area of Community Education and Training and Development. During the life of this contract the Parties will operate a pilot BCGEU jurisdiction program based on the undernoted premises:

- (a) Program or courses, of duration greater than 24 hours and less than 70 hours, which are the same as or significantly similar to vocational programs contained in the Malaspina Program Profile, including:
 - (1) Upgrading programs or courses;
 - (2) Programs or courses which are a prerequisite for a Malaspina Vocational program or course;
 - (3) Programs which carry the certification of a recognized governing or regulatory agency.
- (b) Programs, or courses which are a recognized part of a vocational program, of duration 70 hours or greater leading to a Malaspina Non-Credit Certificate.
- (c) Instructors, whether regular, term or auxiliary as appropriate, shall be compensated in total at **the minimum step** of the current salary grid for programs under this Memorandum of Agreement. However, instructors currently paid at a rate greater than **the minimum step** who are re-engaged during the 1996/97 and 1997/98 academic year to teach the same course(s) taught in the 1995/96 academic year will have their rate of pay red-circled and maintained.

The Parties acknowledge that exceptions to the rules above may emerge dependent upon funding sources, contractual terms, and other reasons and agree that they will work in a reasonable and fair manner to find satisfactory solutions. This Memorandum of Understanding expires on **March 31, 2004**.

The Parties will establish a joint sub-committee to review the application of this Memorandum of Understanding.

Original Signed by the Parties on June 25th, 1996

MEMORANDUM OF UNDERSTANDING #2
ESL Learning Centre

Malaspina University-College and the BCGEU agree to allow volunteers to participate in the ESL Learning Centre and classes under the conditions as set out below.

- (1) Volunteer(s) will only attend regularly scheduled classes. For example, a volunteer would not conduct a class or run a learning centre on their own.
- (2) Volunteer(s) will only be in the classroom at the instructor's discretion.
- (3) Volunteer(s) will take direction from instructors.
- (4) Any orientation or training that is identified as required will be undertaken prior to the volunteer participation in classroom activity.
- (5) Volunteer(s) will not be part of an ESL training program to certify new ESL instructors.
- (6) The use of volunteers will not reduce or cause a reduction to normal instructor workload assignments.

This Agreement will be reviewed in one year from the date of signing.

This Agreement will in no way prejudice any other Agreement between the BCGEU and Malaspina University-College.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

Shelley Garside, Chair,
University-College Board

Stuart Seifert, Bargaining Committee

Edwin Deas, Bursar & VP, Administration

Bob Darling, Bargaining Committee

Richard W. Johnston, President

Linda Rosen, Bargaining Committee

Darlene Thorburn, Staff Representative

Signed this _____ day of _____, 20_____.

MEMORANDUM OF AGREEMENT #1
Joint Workload Committee
Re: Article 25 - Non-Instructional Duty Days For Instructors

The Parties agree that a Joint Committee of six (6) persons (three [3] representatives each) will be established to consider and make recommendations on the definition of an utilization of non-instructional days applicable to regular employees covered by the Collective Agreement. Recommendations may include potential changes to Article 25. The deliberations of the Joint Committee are subject to and shall be guided by the following terms of reference.

1. The recommendations are cost neutral.
2. The recommendations do not impact the extent of the funding of programs/courses that are dependent upon the provision of FTEs or similar funding measurements.
3. The recommendations are forwarded to the Union and the University-College and are subject to ratification by both Parties.
4. The work of the Joint Committee with its recommendations shall be completed no later than June 30, 2002.
5. No committee member shall suffer a loss of pay while performing his or her duty on the committee.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

Shelley Garside, Chair,
University-College Board

Stuart Seifert, Bargaining Committee

Edwin Deas, Bursar & VP, Administration

Bob Darling, Bargaining Committee

Richard W. Johnston, President

Linda Rosen, Bargaining Committee

Darlene Thorburn, Staff Representative

Signed this _____ day of _____, 20____.

LETTER OF UNDERSTANDING 1
Institutional Fund

Any monies realized from the Common Table Bargaining for BCGEU member Institutional Fund shall be allocated in the following manner:

1. the professional development fund shall be improved to provide seven hundred and fifty dollars \$750 per regular employee;
2. the balance of the fund shall be made available to Term Employees;
3. the manner in how the allocations shall be made to Term Employees shall be referred back to the committee identified in Article 17.8(b)(6);
4. the committee will meet as soon as possible after ratification to determine how allocations are made for Term Employees;
5. any money allocated to Term Employees not used in any year shall be carried forward for use in the next year(s).

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

Shelley Garside, Chair,
University-College Board

Stuart Seifert, Bargaining Committee

Edwin Deas, Bursar & VP, Administration

Bob Darling, Bargaining Committee

Richard W. Johnston, President

Linda Rosen, Bargaining Committee

Darlene Thorburn, Staff Representative

Signed this _____ day of _____, 20____.

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