

ARTICLE 1 - THE AGREEMENT

1.1 Parties to the Agreement

Whereas the College is an Employer within the meaning of the Labour Code of British Columbia; and whereas the Canadian Union of Public Employees, Local No. 2409 is a trade union within the meaning of the Labour Code of British Columbia and is the sole bargaining agent for those employees described in the certification dated October 19, 1976, amended August 31, 1979, amended January 27, 1981, and August 12, 1981 as employees at Northwest Community College primarily engaged in teaching functions (Academic division including Early Childhood Education, Social Service Worker, and Community Support Worker program areas), except vocational instructors within the bargaining unit for which the B. C. Government Employees' Union is certified, and also including librarians, and counsellors, and full-time C.E.S. Coordinators, the parties agree as follows: it is agreed that wherever in this Agreement the singular is used, the plural shall likewise apply, and that at any time the term 'he/his' is used, the term 'she/her' shall equally apply.

The parties agree that when and if new career programs are commenced by the College, the bargaining unit to which the instructors will be assigned will be determined by unanimous agreement of a three person committee comprising a representative of each of the parties to this Agreement plus a representative of the B.C.G.E.U., or failing this, by the matter being referred to binding arbitration under named arbitrator, Mr. Robert Blasina, Ms. Lynn Smith or Mr. Steven Kelleher.

The arbitration will be held under the arbitration process and all parties will be entitled to make submissions and lead evidence.

The parties agree that the cost of the arbitration will be split 50% to the dissenting party and 50% between the other two parties.

* 1.2 Preamble

The purpose of this Agreement is to promote the development and improvement of the quality and effectiveness of the education provided at the College, and to foster an educational climate which will encourage freedom of thought and inquiry, awareness, openness and personal and social responsibility. The terms and conditions contained in the body of this Agreement are designed to promote harmonious relations and to facilitate the amicable settlement of disputes and misunderstandings.

The parties hereto recognize that the College has several broad educational purposes. These are: community education, vocational education, adult basic education, career-technical programs and university transfer programs. In furthering these purposes, the parties hereto recognize that special attention should be given to the educational and training needs of working people, Native people, and women, as well as to other segments of society that historically have been disadvantaged with respect to enjoying full access to educational and training opportunities.

Definitions

- 1.2.1 **Child** is deemed to include a ward of the Superintendent of Child Welfare, or a child of a spouse.
- 1.2.2 **Consultation** is defined as meaningful and in-depth discussion by the Parties, including during all stages of any planning process, and full disclosure of all information and access to all documentation as it becomes available. Within ten (10) working days, a written record of the meetings of consultation will be agreed upon and this record of the meeting(s) of consultation shall be signed by the parties and copies provided. Both parties will have the right to include written unedited submissions without penalty. Without such a written record of consultation, consultation shall be considered not to have happened in accordance with the Collective Agreement.
- 1.2.3 **Day of Rest** in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of his/her position. This does not include employees on a leave of absence.
- 1.2.4 One (1) **section** is forty-five (45) hours of class contact or one hundred and forty (140) hours of practicum.
- 1.2.5 A **semester** is fifteen (15) weeks of scheduled class contact. For an instructor whose workload includes practicum sections, the length of the two semesters (2) may be extended over a period not exceeding forty (40) weeks.
- 1.2.6 **Relocation** refers to the movement of an employee from one geographic location to another.

*** 1.3 Term of the Agreement**

This Agreement shall be binding and remain in full force and effect to March 31, 1998. Thereafter, if no agreement is reached at the expiration of the Agreement, the Agreement shall remain in force until a new Agreement is entered into, or until commencement of a strike or lockout. Where a specific end date or duration is stated in a Clause, such date or duration shall take precedence over this clause.

Any changes deemed necessary in this Agreement may be made by mutual consent of the parties at any time during the term of this Agreement.

1.4 Effective Date of Agreement

The provisions of this Agreement, except as otherwise specified, shall come into force and effect on the date of signing of the Memorandum of Agreement.

1.5 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.

1.6 Contracting Out

- 1.6.1 The College shall not contract out any of the duties and responsibilities reserved by this Agreement to the bargaining unit.
- 1.6.2 The parties recognize and agree that there may be special situations or programs which require supplementary or special expertise, and which necessitate the contracting out of work otherwise normally performed within the bargaining unit. In such cases, the contracting out will be undertaken only after discussion and agreement between the parties.
- 1.6.3 Any contracting out will not result in the layoff or negative change in the employment status of employees covered by this Agreement.

1.7 Packaged and Pre-Programmed Systems

The parties recognize that the College should endeavour to meet the needs of the students to the best of its ability, and that, therefore, it may be necessary and/or desirable to introduce packaged and/or pre-programmed systems as well as live instruction. The parties agree, however, that unless beyond the control of the Employer, the utilization of packaged and/or pre-programmed systems shall not significantly reduce the level of live instruction given by regular employees. The parties further agree that the delivery of such systems shall form part of the regular employee's annual teaching workload.

1.8 Technological Change

- 1.8.1 Technological change shall be understood to mean changes introduced by the College in the manner in which it carries out its operations and services where such a change or changes affects the terms and conditions or security of members of the bargaining unit or alters the basis on which the Agreement was negotiated.
- 1.8.2 Such changes as anticipated above shall include the following:
 - 1.8.2.1 the introduction by the College of a change in its operation or a change in its equipment or material from the equipment or material previously used by the College in its operation; or
 - 1.8.2.2 a change in the manner the College carries out its operations or services; or
 - 1.8.2.3 a change in work methods, organization, operations or processes which affects one or more employees; or

- 1.8.2.4 any change in location at which the College operates in which the members of the bargaining unit are, or may be, located.
- 1.8.3 When the College intends to introduce a technological change:
 - 1.8.3.1 The College agrees to notify the Union as far as possible in advance of its intentions and to update the information provided as new developments arise and modifications are made.
 - 1.8.3.2 The foregoing notwithstanding, the College shall provide the Union, at least ninety (90) days before the term in which an introduction of technological change is intended, with a detailed description in writing of the change it intends to carry out, disclosing all foreseeable effects and repercussions on employees in the bargaining unit.
 - 1.8.3.3 Within fourteen (14) days of such notice the parties shall commence collective bargaining for the purpose of reaching agreement as to the adjustment to the effects of the technological change. Should there be an agreement, a Letter of Understanding shall be struck between the parties. Should the parties not reach an agreement, all aspects of the intended change may be referred to the arbitration pursuant to **Article 4**. The arbitrator shall have jurisdiction to rule on all aspects of the technological change. The resulting award shall have the same force and effect as a Collective Agreement between the parties.
 - 1.8.3.4 Should there be an agreement under **Article 1.8.3.3**, the Letter of Understanding will address any training requirements for employees who are affected by the technological change.
- 1.8.4 The arbitration board shall decide whether the College has introduced or intends to introduce a technological change, and on deciding that the College has or intends to do so, the arbitration board
 - 1.8.4.1 shall immediately inform the Minister of Labour of its findings; and
 - 1.8.4.2 may, then or later, order one or more of the following:
 - 1.8.4.2.1 that the change be made in accordance with the Collective Agreement unless the change alters significantly the basis on which the Collective Agreement was negotiated;
 - 1.8.4.2.2 that the College will not proceed with the technological change for a period, not exceeding 90 days, the arbitration board considers appropriate;
 - 1.8.4.2.3 that the College reinstate an employee displaced by the technological change; and

1.8.4.2.4 that the College pay that employee compensation for his displacement as the arbitration board considers reasonable.

1.8.5 An order made under this Clause binds all persons bound by the Collective Agreement.

1.9 Excluded Personnel

The parties recognize that it is desirable that qualified administrative personnel who are not covered by this Agreement assume teaching duties where their administrative duties permit. The nature and extent of these teaching duties will be established after consultation with the Union.

It is agreed, however, that the teaching function performed by such excluded employees shall not result in the displacement of any existing employee covered by this Agreement.

1.10 Copies of the Agreement

The Employer shall provide sufficient copies of the Agreement for distribution to all employees in the bargaining unit and shall provide each new employee with a copy of the Agreement together with the letter of appointment.

1.11 Joint Consultation

The parties shall meet at least once every two (2) months or more often if necessary for the purpose of discussing issues that relate to the workplace that affect the parties or any employee bound by the Collective Agreement. This committee does not have the authority to bind its principals.

*** 1.12 Cross-Union Appointments**

An employee performing work covered by this Collective Agreement and other collective agreements, will pay Union dues on a pro-rata basis based upon their workloads in those agreements. Employees who have a workload of fifty percent (50%) or more in this Collective Agreement will receive the benefits of this Collective Agreement. Employees who are entitled to benefits as a result of the combined workload under this Agreement and other agreements will receive the benefits of the Agreement where the majority of the work is performed. If the workload is equal, the employee will be given the choice of which agreement will apply for benefit purposes.

Recommendations for cross-union appointments will be made in accordance with **Article 8**. The College shall offer the employee the cross-union appointment in writing including the terms and conditions of the appointment and shall notify the Union of the appointment with a copy of the offer.

Movement on the salary scale will be based on each full year of employment with the college, not each full year of employment within each bargaining unit.

1.13 Education Council

The College shall establish and implement an Education Council as required by Bill 22, the College and Institute Amendment Act, 1994, which shall amend the College and Institute Act.

The parties recognize that should future legislation amend the College and Institute Act, with respect to the Education Council, the College will comply with those amendments.

*** 1.14 Strategic Planning**

Strategic planning shall be undertaken with Union consultation as defined by the Collective Agreement.

***1.15 Annual Financial Planning**

Annual financial planning shall be undertaken with Union consultation as defined by the Collective Agreement.

ARTICLE 2 - TYPES OF EMPLOYEES

2.1 Regular Employee

- 2.1.1 A regular employee is an employee with fifty (50) percent or more of a full-time workload as defined in **Article 13**. A regular employee is entitled to all employee benefits under this Agreement except for vacation entitlement which shall be prorated.
- 2.1.2 All regular employees with less than one hundred (100) percent workload will be offered additional available work provided they are qualified to perform such work.

2.2 Temporary Employee

- 2.2.1 A temporary employee is an employee with a workload of fifty (50) percent or more appointed to a regular position to replace a regular employee who is on leave from her/his position or on leave due to another assignment in the College for a stipulated period of time. In addition to the above, and upon mutual agreement between the parties, an appointment of a temporary employee may be made to meet an emergent need.
- 2.2.2 A temporary employee shall be entitled to all benefits in the same manner as **Article 2.1** above, except as identified below:
 - 2.2.2.1 Where the appointment is for a period of time of three (3) months or more, the employee will be entitled to all benefits except for vacation which will be prorated and paid out at the completion of the term, taken within the term of the appointment or paid out in each bi-weekly pay period at the employee's option.

- 2.2.2.2 Where the appointment is a period of time less than three (3) months, the employee will be entitled to a payment in lieu of benefits as well as vacation on a pro-rated basis which will be paid out at the completion of term or paid out in each bi-weekly pay period at the employee's option.
- 2.2.3 The duration of the appointment shall include reasonable time for preparation prior to the commencement of classes and administration at the conclusion of classes.
- 2.2.4 It is understood and agreed that the letter of appointment for all temporary employees shall state an end date which shall serve as notice of termination and there shall be no entitlement to severance pay.

2.3 Part-Time Employee

- 2.3.1 A part-time employee is an employee with a workload of less than fifty (50) percent hired for a specified period of time and at a specified location. It is understood that part-time employees will not be hired for the purpose of displacing regular employees.
- 2.3.2 It is understood and agreed that the letter of appointment for all part-time employees shall state an end date which shall serve as notice of termination and there shall be no entitlement to severance pay. It is further understood that the College will make every effort to ensure that a letter of appointment will be received prior to the commencement of duties.
- 2.3.3 Part-time employees shall be hired only after available work has been offered to all regular employees with less than one hundred (100) percent of a full workload who are qualified to perform the work. The College will make every effort to combine available part-time work to create a regular position before a part-time employee is hired.
- 2.3.4 Part-time employees shall be offered additional part-time work provided they are qualified to perform such work.
- 2.3.5 Part-time and temporary employees shall have seniority for a period of twenty-four (24) months from the end of their last day of employment with the College for the purpose of internal application for job postings.

2.4 List of Employees

In addition to information specified elsewhere in this Agreement, on a monthly basis the College will provide the Union with a list of the following information for all employees identifying whether they are regular, temporary or part-time and including name, address, phone number, position, workload, salary step, calculation of salary step, status, status changes, start date, end date (where applicable).

2.5 Change in Type of Employee

The College agrees not to arbitrarily change the status of an employee.

ARTICLE 3 - UNION ACTIVITIES

3.1 Union Membership

Membership in the Union is a condition of employment. The Employer agrees to provide each new employee with a copy of the Collective Agreement, a Union membership card and a Union dues check-off card. The Union dues check-off card is to be signed and turned back to the College Bursar. For all employees, the College Board agrees to the compulsory check-off (collection) of all Union dues and Membership Fees as a condition of employment. The College Board agrees to deduct every month from the salary of each employee, one twelfth (1/12) of the total annual Union dues as determined by the Union. The sum will be transmitted to the Union without delay.

3.2 Union Business

An employee who is required to handle a grievance shall be granted time off for purposes of settling the grievance within working hours without loss of salary or benefits.

Leaves of absence without loss of pay, seniority, and benefits may be granted to employees for the purpose of attending Union functions, including but not limited to conventions, schools, seminars. Such requests shall not be capriciously denied. However, such leaves for all employees shall not exceed a total of five work days per year.

Employees agree not to engage in Union business mentioned above in priority to College duties.

Leaves of absence without pay shall be granted for a period of up to two years to an employee who is engaged in full-time Union activity. During such period of absence seniority shall not continue to accumulate.

After the completion of the leave the employee shall return to the position held at the College prior to the commencement of the leave. In the event the position has been discontinued the provisions of **Article 11** shall apply.

An employee who is a member of the Union's negotiating committee shall be granted time off without loss of salary or benefits to attend negotiations.

The Employer shall not be responsible for any expenses of employees when they are engaging in Union business, unless such expenses are specifically provided for in this Agreement.

The Union will be permitted use of College facilities provided it does not interfere with College operations. The Union will be allowed the use of reasonable bulletin board space in the College office and in the Faculty office area.

The Employer agrees to provide use of the Xerox machine, or similar photocopying device, at the same price per page as is levied for the photocopying of course material. Charges for this use shall be billed to the Union. College business takes priority.

The College agrees that the Union may display at a mutually agreeable location a Union insignia.

3.3 List of Officers

The Union shall provide the Employer annually with a list of its elected officers.

3.4 College Board Meeting Agendas & Minutes

The Union will be furnished with a copy of the agenda and other public information assembled for College Board meetings. This material will be mailed to the Union at the time of distribution to the College Board. Approved minutes of all Public College Board meetings will be distributed similarly.

3.5 Financial Status of College

The College will provide to the Union on a quarterly basis the detailed financial status of the College. The details of the reporting will be decided in consultation between the Union and the Bursar.

3.6 Release Time for Union President

At the request of the Union, the Union President shall be granted up to twenty percent (20%) release time from a full-time workload as identified in **Article 13**.

ARTICLE 4 - GRIEVANCE AND ARBITRATION PROCEDURES

4.1 Initiation of Grievance

A grievance may be initiated by an employee, by the Union on behalf of an employee or the Union, by both the employee and the Union, or by the Employer. Any differences arising from this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, and any question as to whether any matter is arbitrable shall be dealt with without stoppage of work, in the following manner.

4.2 Step 1.

Every attempt shall be made to resolve the grievance at Step 1 by discussions between the aggrieved party, the College Step 1 designate (Vice-President Educational Services, Regional Director, or Assistant Director), the Shop Steward, and other persons involved. If these preliminary discussions fail to settle the grievance in a satisfactory manner, the Shop Steward shall, within 30 days after that date:

- 4.2.1 on which the College Step 1 designate was notified orally or in writing of the action or circumstances giving rise to the grievance, or

4.2.2 on which the College Step 1 designate first became aware of the action or circumstances giving rise to the grievance, whichever is applicable, present the grievance in writing setting out the nature of the grievance and the circumstances from which it arose and the Article(s) violated. The grievance shall be presented to the College Step 2 designate (Manager, Human Resources) , who shall provide the steward with a receipt showing the date on which the grievance was received.

4.3 Time Limit to Reply at Step 2

4.3.1 Within seven (7) days of receiving the grievance at Step 2, the College designate and the Shop Steward shall meet to establish the facts, to examine the nature of the grievance and to attempt to resolve the dispute. This meeting may be waived by mutual agreement.

4.3.2 The College designate shall reply to the Shop Steward in writing within fourteen (14) days of receiving the grievance at Step 2.

4.4 Failure to Act

If the Union does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to have been abandoned. The Union shall not be deemed to have prejudiced its position on any further grievances.

4.5 Arbitration

4.5.1 Failing settlement at Step 2, and should the grievor wish to pursue the matter, the Union shall, within 15 days from the date of receipt of the decision, notify the College in writing of its intent to submit the grievance to arbitration.

4.5.2 Within 30 days of notice of submission to arbitration, the notifying party shall arrange the arbitrator and set arbitration dates for the hearing. Failure to do so within the 30 day period shall result in the deemed abandonment of the grievance.

4.5.3 The Arbitration Board shall consist of one member. Robert Blasina shall be appointed to act as Arbitrator for all grievances referred by the parties to arbitration. In the event that Robert Blasina is unable to hear an arbitration within a two-month period of its being referred to him, Lynn Smith or Steven Kelleher shall be appointed to sit as arbitrator for this occasion. In the event that none of the persons named above is available to hear the arbitration within the two-month period, then the arbitration shall be referred back to Robert Blasina, at the earliest time convenient to him.

4.5.4 The decision in writing of the Arbitration Board shall be final and binding on both parties, but the Arbitration Board shall not have power to amend this Agreement in any respect.

4.5.5 The decision of the Arbitrator shall be made and transmitted in writing to both parties within three weeks from the submission of the grievance to the Arbitrator.

- 4.5.6 The Arbitration Board shall provide full opportunity to all parties to present evidence and make representations to it.
- 4.5.7 Each party to the arbitration shall pay its own expenses and costs of arbitration, and one-half the compensation and expenses of the Arbitrator and of stenographic and other expenses of the Arbitration Board.

“Where either party to this Agreement disputes the general application, interpretation or alleged violation of an Article or Clause of this Agreement, the dispute shall be discussed between the Employer and the Union with a view to resolving the dispute within forty-five (45) days of the occurrence of the dispute. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration within fifteen (15) days after the 45 day period.”

The time limits specified in this Article may be extended or waived by mutual agreement in writing between the parties.

ARTICLE 5 - SALARIES

* 5.1 Salary Scale

ANNUAL SALARY

STEP	MAR 31/95	<u>MAR 31/96</u>
1	40,483	<u>40,839</u>
2	42,425	<u>42,798</u>
3	44,378	<u>44,769</u>
4	46,340	<u>46,748</u>
5	48,293	<u>48,718</u>
6	50,246	<u>50,688</u>
7	52,198	<u>52,657</u>
8	54,151	<u>54,628</u>
9	56,104	<u>56,598</u>
10	58,057	<u>58,568</u>
11	60,009	<u>60,537</u>
12	No Placement	<u>No Placement</u>

Effective April 1, 1997 a common salary scale awarded by Dorsey on or after December 13, 1996

5.2 Initial Placement on Salary Scale

For the purposes of initial placement on the salary scale for all employees, the criteria shall be as follows:

- 5.2.1 Establishment of placement will start at Step 1.
- 5.2.2 One Bachelor's Degree related to the employee's duties - initial placement at Step 2. Two Bachelor's Degrees related to the employee's duties - initial placement at Step 3.
- 5.2.3 One Master's Degree or graduate diploma related to the employee's duties - initial placement at Step 3. Two Master's Degrees or graduate diplomas related to the employee's duties - initial placement at Step 4.
- 5.2.4 One Doctoral Degree related to the employee's duties - initial placement at Step 4. Two Doctoral Degrees related to the employee's duties - initial placement at Step 5.
- 5.2.5 One additional increment will be granted on initial placement to those who possess a Teaching Certificate or Provincial Instructor's Diploma.
- 5.2.6 One increment for each full year of teaching, librarianship, counseling, coordinating, or related work experience in a college, technical institution, vocational school or university where the work is related to the duties to be performed for the College by the employee. 50% or more of a year will be considered a full year in the rounding off of the total. A full year as defined by the institutions of previous employment shall be acknowledged.
- 5.2.7 One increment for each two years of related work experience in an educational institute other than a post-secondary educational institution, for experience obtained after the award of an initial degree or diploma. 50% or more of a year will be considered a full year in the rounding off of the total. A full year as defined by the institutions of previous employment shall be acknowledged.
- 5.2.8 One increment for a professional diploma related to the employee's duties at the College, except that no increment will be given for a diploma where the employee is also entitled to increments for a Master's or Doctoral Degree.
- 5.2.9 One increment for each two years of related work experience at a workplace not covered by any of the above work situations and related to the duties to be performed for the College by the employee, for experience obtained after the award of an initial degree or diploma. 50% or more of a year will be considered a full year in the rounding off of the total.
- 5.2.10 No employee shall be initially placed at a step higher than Step 9. An exception to the cap will be made when hiring a person from a position in a college, technical institution, vocational school, university, or educational institute other than post-secondary and the person was receiving a salary in excess of Step 9.

Initial placement on the salary scale shall be determined, according to the above guidelines, by the Academic Head and verified through the Department of Human Resources. Where an error in the calculation of credits is discovered during the term of the appointment, the error shall be rectified by retro-actively adjusting the initial placement on the salary scale upwards or downwards, as the case may be.

5.3 Advancement on Salary Scale

Advancement on the salary scale shall be in accord with the following provisions for all types of employees, with, where applicable, the application of prorating:

- 5.3.1 One increment for each full year of satisfactory service at the College, pursuant to the established evaluation procedure.
- 5.3.2 Two increments if an employee, who did not when hired obtain credit for a Master's degree, obtains a Master's degree related to his duties.
- 5.3.3 One increment if an employee, who when hired obtained credit for a Master's degree but did not obtain credit for a Doctoral degree, obtains a Doctoral degree related to his duties.
- 5.3.4 Three increments if an employee, who when hired did not obtain credit for a Master's degree nor a Doctoral degree, obtains a Doctoral degree related to his duties.
- 5.3.5 One increment for a professional diploma related to the employee's duties at the College.
- 5.3.6 One increment for the completion of the B.C. Provincial Instructors Diploma or Teaching Certificate.
- 5.3.7 One increment as specified in **Article 7.3** - Unassisted Leave.

The increment date shall be specified in the letter of appointment, except that in the case of the award of an increment for a degree, the increment shall be granted effective the first day of the month following submission to the Division Head of complete documentation to prove the degree has been completed. Increments shall be granted until the maximum on the scale is reached.

Any change in criteria for the initial placement on salary scale as outlined in **Article 5.2** shall, where applicable, be reflected in the advancement on salary scale for an existing employee effective on the date of change in **Article 5.2**.

5.4 Payment of Salary

An employee shall be paid every two weeks on the basis of actual earnings during the period in question together with a statement showing the calculation of pay. Should the date upon which salary would be paid fall upon a holiday, salary will be paid on the last work day preceding the holiday.

Calculation of bi-weekly salary shall be based on annual salary divided by 26.0188.

5.5 Temporary Employees

The salary scale and placement procedure for regular employees as set out in this Article shall also apply to temporary employees.

5.6 Part-Time Employees

Salary for part-time non-instructional employees will be calculated as the product of the salary for the employee's step and the ratio of the employee's workload to that of a full-time workload as defined in **Article 13**.

Part-time employees shall be placed on the salary scale in **Article 5.1** on the basis of the criteria in **Article 5.2**.

For part-time instructional employees the salary shall be calculated as follows:

Appropriate step on scale x 1/10 x number of sections x .82

Where a part-time instructional employee is required to travel, the formula for salary calculations shall be amended to substitute 1/9 for 1/10.

5.7 Safeguard Against Salary Reductions

Any employee receiving salary or benefits in excess of those provided in this Agreement shall be red circled.

5.8 Payment for Cancellation of Course (Part-Time Employees)

Where after a letter of engagement is made to a part-time employee and that letter of engagement is canceled due to insufficient enrollment the part-time employee shall receive a lump sum payment of one eighth of the salary stated in the canceled letter of engagement.

ARTICLE 6 - EMPLOYEE BENEFITS

6.1 Notification of Benefits and Changes

The Employer shall provide each employee with a copy of the schedule of Health and Welfare Benefits as negotiated under this Agreement. New employees shall receive a copy of the schedule of Health and Welfare benefits together with the letter of appointment. There shall be no reduction in benefits during the life of this Agreement. The Employer shall notify the Union and the employees of changes as they become applicable.

6.2 Eligibility for Benefits

For the purposes of **Article 6**, dependent shall be defined as:

6.2.1 a spouse or common-law spouse,

- 6.2.2 a person of the same sex as the employee and with whom the employee cohabited for a period of at least one (1) year and the employee and this person represent themselves as a couple,
- 6.2.3 any unmarried child under twenty-one (21) years of age,
- 6.2.4 any unmarried child under twenty-five (25) years of age, and who is a registered student in full-time attendance at a university or similar institution of learning, who is chiefly dependent upon the employee for support and maintenance,
- 6.2.5 mentally or physically handicapped child to any age of a member or the spouse provided such child is mainly dependent on the member or the spouse

6.3 Medical Services

6.3.1 The Employer shall pay 100% of the costs of a Medical Services Association plan for all regular employees. The premium costs of the Extended Health Benefit Plan shall be borne by the Employer. All administrative costs for these plans shall be borne by the Employer. Participation in these plans shall be a condition of employment unless the regular employee is covered as a spouse in another plan. Coverage in the plans shall be from the date of employment.

6.3.1.1 MEDEX is a component for all groups and is a standard provision of MSA's coverage.

6.3.1.2 Charges for registered psychologists are covered to a maximum of \$400 per calendar year. This maximum is per insured.

6.3.1.3 There is no set limit for charges for testing supplies, needles and syringes for diabetics. MSA's standard wording on this is "reasonable and customary". Charges for these would be part of the overall reimbursement maximum.

6.3.2 The College will make provision for transportation for an employee or an eligible dependent to medical services not available in the employee's home community.

6.3.3 Where, upon the written advice of a medical practitioner, a person eligible under **Article 6.3.2** requires a traveling companion, transportation costs for the companion will also be paid.

6.3.4 The Plan will also provide for expenses of up to fifty (50) dollars per day to a maximum of seven (7) days per referral in cases where transportation has been provided under **Article 6.3.2** and **Article 6.3.3** above. There will be no doubling up of the daily maximum for the patient and the traveling companion.

6.4 Dental Plan

The Employer will pay 100% of the premium for the following provisions:

- Plan A - 100% of costs
- Plan B - 80% of costs
- Plan C - 50% to a maximum of \$3,500.00 per person who before age 18 begins orthodontic treatment.

Each regular employee is eligible to participate in the Plan on the first day of the month following the date of appointment. Participation of eligible employees in the Plan shall be a condition of employment.

6.5 Group Life Insurance

- 6.5.1 The Employer will provide a Group Life Insurance Plan which provides a regular employee with life insurance equal to three times the employee's annual salary (with a minimum of \$25,000). The plan shall contain a Double Indemnity Clause. The Employer will pay one hundred (100) percent of the monthly premium on two times the employee's annual salary and the employee shall pay one hundred (100) percent of the premium to increase the coverage from 200% to 300% of the employee's annual salary. Participation is a condition of employment. This plan comes into effect on the first day of the month after the date of employment. Effective April 1, 1995, the Employer will pay one hundred (100%) percent of the monthly premium on three times the annual salary for Group Life Insurance and Accidental Death.
- 6.5.2 Spousal insurance at the total expense of the employee shall be offered. Coverage to be within the limits of the employee's insurance coverage.

6.6 Accident Insurance

This plan is compulsory at \$50,000.00 per regular employee as a condition of employment. The premium will be paid 100% by the employee. Effective April 1, 1995, the Employer will pay one hundred (100%) percent of the premium. The parties will explore the cancellation of the accident insurance should the premiums for this insurance be better utilized as an enhanced benefit in LTD.

6.7 Sick Leave

- 6.7.1 A regular employee with more than fifty percent (50%) of a full-time workload, as defined in **Article 13**, who is unable to work because of an illness or injury shall be maintained by the College on regular pay for the first one hundred twenty (120) calendar days absence, subject to medical certification of disability after the first two (2) weeks and subsequently every month. After the one hundred twenty (120) days an employee shall receive benefits in accordance with the provisions of the Long Term Disability Plan. The Sick Leave Plan includes Appendix A attached to and forming part of this Collective Agreement.

- 6.7.2 Employees who are absent from work due to illness or an accident for a period of less than two (2) weeks shall make every effort to make arrangements (including rescheduling of classes, if feasible) to ensure that the course material is covered adequately. A replacement shall be hired only if the sick leave is expected to extend for a period of two (2) weeks or more.
- 6.7.3 Should a claim application for Long Term Disability Benefits be denied by the insurer, the employee shall suffer no loss of pay for a further thirty (30) calendar day period, beyond the one hundred twenty (120) day sick leave period provided a medical certification of disability is obtained.
- 6.7.4 There shall be no reduction in salary for a part-time instructional employee who is not eligible for sick leave benefits and who is absent because of illness or an injury provided arrangements can be made (including rescheduling of classes if feasible) to ensure that the course material is covered adequately.
- 6.7.5 In the case of illness of an immediate family member, where no one at home other than the employee can provide for the needs of the ill person, the employee shall be entitled to paid sick leave up to a maximum of five (5) work days in any two (2) month period. Medical evidence may be required.
- 6.7.6 An employee who has made no claim against the Sick Leave Plan in the three (3) year period previous to retirement shall be entitled to a lump sum payment upon retirement of two (2) months salary. For an employee who has a claim against the Plan, the lump sum payment shall be reduced by the number of days claimed by the employee during the three (3) year period but excluding days claimed in **Article 6.7.5** above.

Appendix A attached shall form part of this Collective Agreement.

6.8 Long Term Disability

The Employer shall maintain a Long Term Disability plan for all regular employees. Membership in the plan is compulsory. The plan shall provide monetary benefit equal to 70% of monthly salary to a \$4000 maximum per month, to the age of 65. The employees shall pay 100% of the premium of the plan. Effective April 1, 1995, the Employer will pay one hundred (100%) percent of the premium of the plan.

6.9 Death of an Employee

In the event of the death of a regular employee, his salary shall be continued for an additional two (2) months from the date of death. The salary will be payable to either the employee's spouse or estate.

6.10 Annual Vacation

- 6.10.1 A regular employee shall have an annual vacation entitlement of eight (8) weeks. Vacations are to be scheduled so as not to be detrimental to the operations of the College and shall be determined by consultation with the Division Head to whom the employee reports.
- 6.10.2 A statutory holiday falling within a vacation period shall not be counted as part of the vacation
- 6.10.3 Vacation year for the purposes of this Agreement shall be the calendar year commencing January 1, and ending December 31.
- 6.10.4 First vacation year is the calendar year in which the employee's first anniversary falls, except that an employee hired in the period January 1 to June 30 and who works the balance of the calendar year will have four (4) weeks of vacation in the first calendar year of employment
- 6.10.5 Except for a carry forward of an accrual of a partial year into the first vacation year or a carry forward as per **Article 6.10.6** below, all vacations not taken in the calendar year shall be forfeited
- 6.10.6 Vacation schedules will be submitted to the appropriate line administrator by March 31 of each year. After a minimum of two (2) years of service an employee, when submitting their vacation schedule, may request a carry over of up to ten (10) days of unused vacation days which, if approved, will be used in the subsequent year. Such requests will not be unreasonably denied.
- 6.10.7 A regular employee whose employment is to be terminated under **Article 11.2.2** shall be entitled to the full annual vacation for the year in which the termination is to take place. The entitlement shall be paid out in cash upon the expiry date of the notice of termination under **Article 11.2.2**.
- 6.10.8 Once per calendar year upon thirty (30) days written notice, a regular employee shall be entitled to receive prior to commencement of a vacation period, a payroll advance equal to the amount of earned vacation time to that point.

6.11 Statutory Holidays

The following shall be considered paid public 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	

and any other day declared a statutory holiday by the Government of Canada or the Government of British Columbia.

When a public Holiday falls on a Saturday or Sunday, the Monday following this day shall be considered a paid public Holiday; when Christmas Day and Boxing Day fall on a Saturday and Sunday, the Monday and Tuesday following these days shall be considered paid public Holidays.

6.12 Special Allowances

6.12.1 Relocation Expenses for New Regular Employee

The College will reimburse a new regular employee for out-of-pocket expenses to a maximum of two thousand five hundred (\$2500) dollars for expenses incurred in relocating to the College region from within B.C. and to a maximum of four thousand (\$4000) dollars for expenses incurred in relocating to the College from outside B.C.

6.12.2 Travel Expenses

6.12.2.1 When an employee uses his own car for College business he will be paid a rate of thirty-two (32) cents per kilometer, subject to **Article 6.12.6**.

6.12.2.2 An employee designated by the College to use his vehicle on College business for which I.C.B.C. would require additional insurance premiums to be paid, over and above “to and from work”, will be reimbursed by the College for the cost of the additional insurance premiums.

6.12.3 Accommodation

Employees will be reimbursed for the actual costs of hotels upon production of receipts or twenty-five (25) dollars per day while traveling on College business.

6.12.4 Meal Allowances

While traveling on College business, employees will receive meal allowances as follows, where applicable:

Breakfast	\$ 8.00
Lunch	\$ 9.50
Dinner	\$ 16.00
Total Daily	\$ 33.50

6.12.5 Employer-Initiated Relocation for Existing Employees

The College will reimburse an employee for out-of-pocket expenses to a maximum of two thousand five hundred (2,500) dollars when the employee is asked by the College to relocate within the College region.

6.12.6 Employee Initiated Relocation

In the event that an employee, of his own volition, wishes to relocate within the College region, no relocation expenses will be paid. Travel expenses for College business for such a relocated employee will be calculated on the basis of commencement of travel from the original location of the employee or from the new location of the employee, whichever is the lesser amount. The Employer reserves the right to schedule the work of such a relocated employee as if he were still residing in his original location.

6.12.7 Each employee shall be issued a permanent float of an amount to be determined by the appropriate Division Head in consultation with the Bursar. Each employee shall sign a statement once each year attesting to the possession of the float.

6.13 Time Off Provisions

6.13.1 Jury and Court Duty

A regular employee shall be granted leave with pay and benefits when summoned as a juror or by subpoena or summons to attend as a witness at court. Any remuneration for jury duty or witness fees received by the employee shall be remitted to the College.

6.13.2 Maternity/Paternity/Adoption Leave for Regular Employees

6.13.2.1 Protection During Maternity

Maternity leave shall be considered as a right. Accordingly, no employee shall be laid off or otherwise adversely affected in her employment because of pregnancy. The College shall not deny the pregnant employee the right to continue employment during the period of pregnancy.

6.13.2.2 Length of Maternity Leave/Adoption Leave

Leave without pay shall cover a period up to six (6) months before and/or after the birth or adoption of a child. Upon request by the employee, an extension of up to a maximum of six (6) additional months shall be allowed.

6.13.2.3 Spousal Leave for the Birth of a Child

The employee will inform the College at least a month before the desired leave of absence, which may be before and/or after the birth. On request, the employee will supply a medical report confirming that the spouse is pregnant and indicating the anticipated date of delivery.

Leave of absence with full pay and benefits shall be granted for a period not to exceed one (1) week.

6.13.2.4 Parental Leave

6.13.2.4.1 An employee shall be granted a parental leave without pay for up to a twelve (12) week period commencing within 52 weeks from the date of birth or the date the child or children come into actual custody for the purpose of adoption.

6.13.2.4.2 Where both parents are employees of the College, the employees will decide how the leave is to be shared.

6.13.2.4.3 The request to take a Parental Leave must be made four (4) weeks prior to commencement of the leave. A certificate of birth or proof of adoption will be submitted as soon as possible.

6.13.2.5 Status During Maternity/Adoption/Parental Leave

While on maternity/adoption/parental leave, an employee shall retain and continue to accrue her/his full employment status, rights and all benefits under this Collective Agreement, except salary.

6.13.2.6 College Payment of Employee Benefits During Maternity / Adoption / Parental Leave

During the period of maternity/adoption/parental leave, the College shall continue to pay the hospital, medical, dental, disability, group life, pension and all other benefits of this agreement.

6.13.2.7 Procedure Upon Return from Maternity / Adoption / Parental Leave

When an employee decides to take such leave, he/she shall inform the College of the intended date of return to work. On the return from leave, the employee shall be placed at least in his/her former position. If the former position no longer exists, he/she shall be placed in a position in his/her department of equal rank and value at the same rate of pay.

6.13.2.8 Childcare Leave

At the request of the employee, the College shall grant a period of up to two (2) years unpaid leave for child care. Leave granted under this provision will not normally start while classes are in session if this would imply the interruption of the employee's current teaching duties.

The employee's request shall be in writing to the Academic Head or Associate Academic Head as appropriate. The request shall, in all but exceptional circumstances, be made no less than two (2) months before the start of the semester in which the leave is to commence. The request will specify a planned return date. Return from childcare leave for

instructional employees shall, whenever possible, coincide with the start or end of an instructional semester. If an instructional employee elects to take the full two (2) years of leave available under this provision and the return date required by the expiration of this provision would fall in the middle of a semester, the leave will be extended to the end of the semester, if requested by the employee.

The total leave available under this provision will not normally exceed two years.

The temporary appointment of a replacement for an employee taking leave under this provision will not incur any severance costs.

6.13.3 Maternity / Adoption / Parental Leave for Part-Time Employees

A Part-Time employee shall be granted maternity/adoption/parental leave to the extent covered by the Employment Standards Act.

In the event that legislation (federal and/or provincial) provides superior provisions then the legislation will prevail.

6.13.4 Bereavement Leave

In the case of bereavement in the immediate family (spouse, parent, child, sibling, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law and son-in-law), a regular employee shall be entitled to leave, at his regular rate of pay for a period not exceeding five (5) working days. An additional three (3) days paid leave shall be granted by the College should the circumstance of the death warrant additional time.

6.14 Part-Time Employees - Vacation Pay

Part-time employees shall receive vacation pay at six (6) percent of their salary to be paid bi-weekly and included in the payroll cheque.

6.15 Part-Time Employees - Other Benefits

In lieu of the benefits available to regular employees, part-time employees shall receive a cash payment based on the formula “Average Cost of Medical, Dental, Long Term Disability and Life Insurance per regular employee x 1/5 x 1/2 x 8/12 x 1/2 x number of semesters engaged to instruct”. This cash payment will be paid bi-weekly and included in the payroll cheque.

6.16 Corporate Rates

Union willing to sign letter of agreement to jointly look into the feasibility of receiving corporate rates for a community health club/programme.

6.17 College Courses

Employees of the Bargaining Unit shall be entitled to enroll and participate in any course offered by the College provided the employee registration does not take the place of a fee-paying student and the course will be taken on the employee's own time. The College shall waive tuition fees.

ARTICLE 7 - LEAVES OF ABSENCE

7.1 Assisted Educational Leave - Regular Employees

7.1.1 The parties agree that assisted educational leave is beneficial to both the College and the faculty employees. Proposed educational leave activities must bear a relationship to the faculty employees' teaching or other professional duties. Provisions shall be made for the following educational leaves:

7.1.1.1 Short term (up to four (4) months during the period when instructional employees would normally be teaching) releases from teaching or other professional duties. Such leaves shall fit within the regular teaching cycles. These leaves shall be financed from funds designated for assisted educational leave per **Article 7.2.4** and the College will continue its regular contributions to the benefit plan and the pension plan, subject to Carrier conditions. During this leave, the employee shall also in all other respects continue as an employee of the College.

7.1.1.2 Extended leaves (up to one (1) year) for regular employees with a continuing appointment and at least four years of total service or at least four years of service since the last extended assisted leave. During this leave the employee will in all respects continue as a regular employee of the College. During the leave the College will continue to make regular contributions to the benefit plan and the pension plan, subject to Carrier conditions. On returning from educational leave, an employee shall resume his previous or a comparable position. An employee who takes leave under this section shall contract to work for the College for a minimum of one year from the termination date of the leave. If the employee has received financial assistance and fails to meet this condition of return, he shall reimburse to the fund the full amount of financial assistance.

7.1.1.3 An exchange program whereby an employee may for one year exchange duties with someone of appropriate qualifications and receive full pay, benefits and increments and in all respects continue as an employee of the College. Such an exchange program shall not result in any additional cost to the Employer.

7.1.2 The Union shall submit in writing all approved proposals for assisted educational leave to the President at least eight months prior to the commencement date of the proposed extended leave, and at least three months prior to the commencement date of the proposed short term leave. The President shall approve or reject in writing, within three weeks of the receipt of a proposal, each proposal for assisted educational leave, notifying both the applicant and the Union of his decision. The President's approval or rejection of a proposal shall be based

exclusively on its educational merits. An employee granted any of the leaves under **Article 7.1.1.1** above shall comply with all the terms and conditions specified in writing by the College President prior to the commencement of the leave.

- 7.1.3 The funding for assisted educational leave(s) shall come from an allocation of the Professional Development Fund established under **Article 7.2.4**.
- 7.1.4 At the time the Union submits approved proposals to the President, the Union shall submit in writing the determined level of financial assistance to be paid by the Professional Development Fund.

7.2 Short Term Professional Development Activities

- 7.2.1 It is mutually agreed that maintaining the currency of subject knowledge and a high level of instructional/professional effectiveness, to achieve College objectives, shall be the primary purpose of professional development.
- 7.2.2 For this purpose, all regular employees shall be provided with twenty working days within each fiscal year to pursue professional development activities as part of their annual workload, as defined in **Article 13**. This provision shall be prorated for those regular employees with less than 100% of a full workload. This provision shall be non-cumulative from year to year. For instructional employees, these days shall be scheduled to fall at non-teaching times. Scheduling of these days shall be determined in accordance with the provisions of **Article 13**.
- 7.2.3 A standing Professional Development Committee shall be established, and shall be composed of four (4) representatives of the Union and two (2) representatives of the Employer. This Committee shall manage the professional development program of the employees, including the allocation of funds to support Professional Development activities and the allocation of funds to support assisted educational leaves as established in **Article 7.1** and shall also promote and facilitate in-house professional development activities.
- 7.2.4 The College shall allocate at the beginning of each fiscal year the amount of \$25,000 to a fund to be administered by the Professional Development Committee. Any unspent balance at the end of the fiscal year shall be carried forward and added to the allocation for the next fiscal year. At the beginning of each fiscal year the Professional Development Committee referred to in **Article 7.2.3** shall determine the allocation of funds to both professional development and assisted educational leave activities. Each year, the allocation to assisted educational leave activities shall not exceed fifty (50) percent.
 - 7.2.4.1 The Professional Development Committee shall receive and review all requests for use of professional development funds and shall direct the Bursar in the disbursement of the funds.

- 7.2.4.2 The Committee shall establish guidelines and procedures for the approval of activities and the disbursement of funds. Such guidelines shall contain criteria and reasonable time lines for the approval of activities and the disbursement of funds, a requirement that employees report on activities and provide statements of expenses, and an internal accounting process which conforms with normal accounting practices.
- 7.2.4.3 The Committee shall prepare a detailed annual report of all funded activities and a financial statement of expenditures and shall submit these to both the College President and the Union President at the end of each fiscal year. Either the Union or the College has the right to request periodic financial statements and details of professional development activities funded.

7.3 Unassisted Leave - Regular Employees

The Employer shall grant an employee unassisted leave for a period of up to two (2) years, provided notice of such request be submitted no later than 28 February of each year. If the employee uses the leave to pursue professional development activities that are determined to be beneficial to the College by the Vice-President, Educational Services, the College will pay all benefits while the employee is on this leave.. If it involves experience of particular value to the College, such as industrial, business or educational experience, which does not lead to a change of placement on scale, the employee will receive an increment. Employees shall have completed at least two (2) full years of employment prior to a request being submitted and shall in all respects continue as employees of the College, except that the College will make no contribution to benefit plans while the employee is on unassisted leave.

Requests for unassisted leave shall not be capriciously denied. The College's decision shall be communicated, in writing, to the applicant within four (4) weeks after the date of receipt of application. If the request is not granted, the reasons shall be explained in writing.

After the completion of the leave the employee shall return to the position held at the College prior to the commencement of the leave. In the event the position has been discontinued the provisions of **Article 11** will apply.

7.4 Public or Union Office - Regular Employees

7.4.1 Seek Election

Employees may seek election to public office, provided there is no conflict of interest and the duties of the office do not adversely affect the performance of the employee at the College.

7.4.2 Campaign

There are no restrictions on employees engaging in political activities on their own time as campaign workers. Employees scheduled to work during the time when they wish to engage

in their own campaign may, subject to prior approval of the College, reschedule such work time.

7.4.3 Leave

If nominated as a candidate for election, an employee shall be granted unassisted leave to engage in the election campaign. If elected, the employee shall be granted unassisted leave for a maximum of five (5) years.

Whether or not the employee is elected, the employee shall return to the position held at the College prior to the commencement of the leave. In the event the position has been discontinued the provisions of **Article 11** will apply.

7.4.4 Union Leaves - Release Time for CIEA or Union Business

An employee elected for a full-time position in CUPE or the College-Institute Educators Association (CIEA) of B. C. shall be granted a leave of absence subject to the following conditions:

7.4.4.1 The employee shall, by June 15th, or earlier if possible, make a written request to the President for such leave,

7.4.4.2 An employee on leave under this clause shall continue to receive full salary and benefits from the College which will be reimbursed by the Union or Association for the full period of the leave.

7.5 Personal Leave

With the approval of the College President, leave may be granted for reasons other than those specified elsewhere in this Agreement and shall be without pay unless otherwise authorized. Such requests shall not be capriciously denied.

ARTICLE 8 - SELECTION OF EMPLOYEES

8.1 Selection Committee

8.1.1 A committee comprised of a minimum of four members which will include the College President or his/her designate, a College Board member or their designate and two faculty members, one of whom is part of the discipline in which the vacancy occurs and the other who is the designate of the Union, will short list and interview candidates and make recommendations to the Board.

A recommendation for a regular appointment will be made by the selection committee.

The Union president will appoint the Union designate, and the discipline designate in consultation with the Academic Head.

The Selection Committee will meet and set minimum selection criteria based upon **Article 8.4**, create a job posting, review and short list all applications, interview candidates and make recommendations to the Board.

- 8.1.2 The job posting will contain the working title, brief description of duties and classification of position, qualifications, skill, ability and experience required.
- 8.1.3 Recommendations for the appointment of part-time instructors will be made by the Academic Head to the Regional Director.

***8.2 Advertising of Vacancy**

All vacancies shall be posted internally and the Union shall receive a copy at the time of posting. Members of the Bargaining Unit shall have the opportunity to apply for the open position within six (6) working days of the posting. If the internal applicant is not appointed or no internal applications are forthcoming within the six (6) working day period, the vacancy shall be advertised publicly. Such advertisement shall include the statement that the College is an equal opportunity and affirmative action employer.

All vacancies shall be posted internally, and the Union, the Academic Head and Associate Academic Heads shall receive a copy of both internal and external postings at the time of posting. All postings, both internal and external, shall have a clearly identified date of posting.

8.2.1 Postings, both internal and external, for all vacancies in the BCGEU bargaining unit, and vacancies in excluded positions, shall be copied to the Union, the Academic Head and Associate Academic Heads at the time of posting.

8.3 Applicant Records

On the advice of the Selection Committee, unsuccessful candidates will be notified by the Manager, Human Resources or designate and all applications will be maintained in that office. The Union is to have access to job application files which will be maintained for a minimum of three (3) months from the date the position was commenced.

8.4 Selection Criteria

The only criteria used to evaluate applicants are:

- (a) academic and professional qualifications.
- (b) work experience.
- (c) College experience and contributions.
- (d) community involvement.
- (e) personal attributes.
- (f) competence in applicable area.

Provisions of **Article 12.1** shall apply.

8.5 Selection of Academic Head and Associate Academic Heads

There shall be one Academic Head. There shall be an Associate Academic Head at College centres with a full-time university transfer programme if the Academic Head is at a different College centre. At a Union meeting in December of each year, the members of the bargaining unit shall elect one (1) of their members to each position for a term of one (1) year commencing on the following July 1. The election of an Associate Academic Head will be made by the faculty from that centre. The names of the elected nominees will be sent as a recommendation to the College Board.

8.6 Selection of Administrators

Appointment of all excluded employees is clearly the responsibility of the Employer.

Selection Committee:

- 8.6.1 There shall be a selection committee with equal representation from CUPE, BCGEU, Administration and the College Board. The Union shall designate their representative(s).
- 8.6.2 The selection committee will meet and set the minimum selection criteria, create a job posting, review and short list all applications, interview candidates and make recommendations to the College Board.
- 8.6.3 The job posting will contain the working title, brief description of duties and classification of position, qualifications, and state ability and experience required.
- 8.6.4 The posting will be posted within the College five (5) working days prior to it being advertised externally. A copy of the posting will be provided to the Union.
- 8.6.5 The selection criteria will include the following: academic and professional qualifications, work experience, College related experience and contributions, community involvement, personal attributes, and competence in applicable area.
- 8.6.6 In the event that an administrative and Union-excluded position is filled by a member of the bargaining unit, the vacated position within the bargaining unit will be treated as a normal vacancy and filled in accordance with **Article 8**.
- 8.6.7 In the event of a managerial reorganization, the Union will be consulted.

ARTICLE 9 - APPOINTMENT OF EMPLOYEES

9.1 Initial Appointment Procedure - Regular Employees

The initial offer of appointment shall be made verbally to the prospective employee by the appropriate Regional Director. This offer shall be open to acceptance for forty-eight (48) hours. Upon verbal acceptance the lengths and conditions of appointments shall be clearly stated in writing through letters of appointment. All candidates for appointment shall be sent two copies of the letter of appointment signed by the President or his designate. The employee shall sign one of the copies and within ten (10) days from the date of delivery return it to the College signifying acceptance of the appointment. All new employees appointed as regular employees shall have a date of appointment which allows for reasonable time for preparation prior to the commencement of classes.

9.2 Probationary Appointment for Regular Employees

9.2.1

9.2.1.1 All regular employees shall be appointed pursuant to a probationary appointment for a period of one (1) year from the date of the appointment.

9.2.1.2 The purpose of the probationary appointment is for the College to determine the employee's suitability to receive a continuing appointment.

9.2.1.3 Prior to the expiration of the initial year of the probationary appointment, the College shall give the probationary appointee written notification that one of the following steps shall be taken:

9.2.1.3.1 the employee will be offered another one year probationary appointment; or

9.2.1.3.2 the employee's appointment will be terminated; or

9.2.1.3.3 the employee will be offered a continuing appointment.

9.2.2 Should the employee be offered another one year probationary appointment at the end of that second year the College shall give the probationary appointee written notification of one of the following steps:

9.2.2.1 The employee will be offered a continuing appointment; or

9.2.2.2 The employee will be terminated.

9.2.3 The determination of suitability for a continuing appointment shall be in accordance with the principles and procedures in **Article 10**.

Should the employee's appointment be terminated in either **Article 9.2.1** or **Article 9.2.2** above, the College Board shall provide the employee with written reasons for termination three (3) months prior to the expiration of the initial or second probationary period. A copy of the letter of termination will be given to the Union President.

9.2.4 The period of probation of an employee on a temporary appointment or a part-time appointment shall not exceed the equivalent of one full year of service with the College. Should such an employee who has completed his probationary period subsequently be appointed to a regular position for which he is qualified, he shall be deemed to have completed the probationary period. Periods of employment in part-time and temporary appointments shall count towards completion of the probationary period.

9.3 Continuing Appointments

A regular employee who has successfully completed his probationary appointment through satisfactory evaluation pursuant to **Article 10** shall receive a continuing appointment.

9.4 Temporary Appointments

The selection procedure used for the selecting of regular faculty will also be used for temporary appointments of greater than three (3) months. This procedure may be waived upon mutual agreement. Temporary appointments for less than three (3) months shall be made in the same manner as part-time appointments.

*** 9.5 Part-Time Appointments**

Recommendations for the appointment of part-time instructors will be made by the Academic Head to the Regional Director. All vacancies will be posted, in accordance with Article 8.2. The Academic Head shall receive all applications to a posting, and shall seek the advice of the relevant discipline / programme / department regarding the suitability of candidates for posted positions, and shall take into account the seniority of qualified internal applicants. Verbal offers of appointment shall be made by the Academic Head prior to the commencement of classes. The rights of regular employees as per **Article 9.1** shall also apply to part-time employees.

***9.6 Appointment Record**

The Employer shall provide the Union and the Academic Head with copies of all letters of appointment at the time they are issued, together with documentation explaining the placement on the salary scale including, but not limited to, the salary, step on the salary scale and rationale for placement on the salary scale.

9.7 Appointment Beyond Retirement at Age 65

The parties agree that employees may be offered appointments beyond the age of 65 on a term basis subject to the following conditions:

9.7.1 The College shall continue all benefit coverage on behalf of the employee with the following exceptions:

9.7.1.1 long term disability will be discontinued

- 9.7.1.2 group life insurance shall be reduced by fifty (50%) percent
 - 9.7.1.3 superannuation contributions will continue until the employee's seventy-first (71) birthday unless the employee has thirty-five (35) years of pensionable service in which case contributions cease
- 9.7.2 Employees shall be covered by all provisions of the Collective Agreement with the exception of **Article 11** and **Article 16**.

ARTICLE 10 - EVALUATION

- 10.1 Time of Evaluation
- 10.1.1 Regular employees with continuance of existing sequence shall be evaluated once every three years towards the end of the third year.
 - 10.1.2 New regular employees and all part-time employees shall be formally evaluated:
 - 10.1.2.1 during the probationary year at the ninth month of that year;
 - 10.1.2.2 at the completion of the second year of appointment;
 - 10.1.2.3 every three years subsequently.
 - 10.1.3 Notwithstanding the above time cycles, nothing shall prevent evaluation of an employee at an alternate time when such evaluation is deemed desirable and mutually agreed between the Union and the Division Head either as a result of a previous evaluation recommendation or for reasons which will be clearly set out to the employee.

These evaluations shall be conducted according to the procedures detailed below.

10.2 Principles of Evaluation

- (a) ability in applicable area.
- (b) professional development and competence.
- (c) attitude towards students.
- (d) attitude towards colleagues.
- (e) participation in College activities and College development.
- (f) contribution to the communities served by the College.

10.3 Evaluation Procedure

- 10.3.1 An Evaluation Committee shall be established comprising the Academic Head, the appropriate line administrator, and two (2) Union members nominated by the Union. The members shall serve for a one-year term commencing November 1.

10.3.2 When evaluating the performance of an employee, the Evaluation Committee shall take into account the following:

10.3.2.1 The employee's self evaluation.

10.3.2.2 Comments in writing from other members of the Faculty, especially from those faculty members in the same or related disciplines of that of the employee being evaluated. In order not to impose restrictions on the diverse range of comments, use of a form shall be prohibited. Copies of these comments shall be made available to the employee being evaluated at the time of submission to the Evaluation Committee; the employee shall acknowledge receipt of these evaluations and shall have the right to add personal comments and observations. Hearsay is specifically excluded from both types of comments.

10.3.2.3 Student evaluations based on a uniform questionnaire prepared by the Evaluation Committee and student comments elicited along with the questionnaire. Student evaluations shall be carried out toward the end of each semester or towards the end of a course for all employees. The appropriate student evaluation forms will be circulated by Student Services and returned to them for compilation.

The compilation for each instructor will first include a tabulation of frequency scores and a numerical average of the ratings for each item of the questionnaire obtained from the students in each of the instructor's classes separately. Second, a numerical average based on the student ratings for each item of the questionnaire added together for all of an instructor's classes. In addition, for information purposes, the average numerical rating for each question by all students in all science courses, humanities/social science courses and career courses will be compiled to provide group data and an overall average numerical rating for each question of all students for all instructors will also be compiled. Finally, student comments will be typed, collated by class and included along with the above compilations.

The results of each student evaluation shall be made available to the employee and to the Evaluation Committee. Student Services will accumulate the student evaluations which will then form part of the employee evaluation at the appropriate time cycle.

10.3.2.4 Where applicable, written comments from Program Advisory Committee members.

10.3.2.5 The results of class visitations by the Evaluation Committee when such visitations are deemed necessary and after consultation with the instructor.

- 10.3.2.6 The instructor shall be advised of any unsolicited student input received during the year and such input must be substantiated if it is to be considered in the evaluative process.
- 10.3.3 Within one (1) week of the completion of the evaluation of an employee's performance, the results of the evaluation with any recommendations shall be conveyed to the employee and to the College President. All documentation used to make the evaluation shall be given to the employee and to the College President.
- 10.3.4 When the College President receives from the Evaluation Committee the final results of the evaluation of an employee, he shall convey these, together with his own written comments and recommendations to the College Board. The College President's written comments and recommendations shall also be given to the employee concerned.
- 10.3.5 The College Board shall consider evaluations and any recommendations regarding evaluations at the earliest opportunity. Any action taken as a result of evaluation shall be conveyed to the employee within one (1) week of the Board decision.
- 10.3.6 All summary results of an employee's evaluation, together with a documentation summary, shall be placed in the employee's personnel file.
- 10.3.7 None of the documentation and evaluation results shall be made available to other persons except that the Union President shall receive a copy of the summary evaluation from the Evaluation Committee, a copy of the College President's written comments and recommendations, and a copy of the Board decision at the time these are conveyed to the employee. The above notwithstanding, documentation from the evaluation may be used in program evaluation with the written agreement of the employee.

10.4 Nature of Recommendations and Actions Based On Evaluations

Employee evaluations may lead to and shall be restricted to the following actions and recognitions:

- 10.4.1 For employees on a probationary appointment:
 - 10.4.1.1 a decision to offer a continuing appointment;
 - 10.4.1.2 a decision to offer another one-year probationary appointment if it is reasonable to assume that identified weaknesses can be satisfactorily addressed;
 - 10.4.1.3 a decision not to offer a further appointment, if the evaluation is unsatisfactory.
- 10.4.2 For employees on a continuing appointment:
 - 10.4.2.1 a decision that no action is required;
 - 10.4.2.2 a decision that the employee's overall performance is unsatisfactory and requires improvement and that such improvement be obtained in the context of specified

objectives and that an additional formal evaluation be carried out towards the end of the following year of active employment. If this additional evaluation is also unsatisfactory further action may be taken.

10.4.3 For part-time employees:

10.4.3.1 a decision to offer another appointment in case of a vacant position;

10.4.3.2 a decision to continue the appointment for a specified period of time;

10.4.3.3 a decision not to offer a further appointment (either for a specified period or in case of a vacancy) if the evaluation is totally unsatisfactory.

Appointments may be terminated for operational or other reasons as per **Article 11** of the Agreement.

10.5 Appeal Process

10.5.1 If the employee is not satisfied with the results of the evaluation by the Evaluation Committee, he may within seven (7) working days of receipt of notification of the results, request in writing (with a copy to the College President) a meeting with the Evaluation Committee. The meeting shall be convened within ten (10) days of receipt of notification by the Evaluation Committee. As a result of this meeting, the Evaluation Committee shall either ratify its original conclusions or amend them, and convey its decision, in writing, to the employee and to the College President (with a copy to the Union President). Where an employee wishes, the employee's comments on the evaluation shall be attached to the documentation.

10.5.2 Notwithstanding the above, all other and further appeals shall be handled in accordance with **Article 4**.

10.6 Non-Instructional or Administrative Employees

In addition to the specific evaluation criteria contained in **Article 10**, the parties recognize that the overall performance of an employee is not limited to these criteria. The parties agree that the Division Head in consultation with the Centre Director and the employee shall establish annual goals and objectives for the employee and that an annual evaluation and appraisal shall be made against these objectives by the Division Head in conjunction with the Centre Director and the employee.

ARTICLE 11 - TERMINATION AND LAY-OFF

11.1 Termination and Lay-off

The College agrees not to layoff or terminate the employment of an employee for reasons other than outlined in this Agreement. The Union president will receive copies of any layoff, or notice of termination, at the same time it is given to the employee.

*** 11.2 Termination or Lay-off for Operational Reasons**

- 11.2.1 The College may lay-off or terminate the employment of an employee for operational reasons including budgetary exigencies, or program termination, modification or substitution. In the event the lay-off or termination involves a regular employee, the remaining provisions of this Clause shall apply.
- 11.2.2 When an employee's position is identified as redundant, the College shall notify the Union and form a joint layoff committee comprised of four (4) members, two (2) designated by the Union and two (2) designated by the College. The committee shall consider the alternatives to a layoff and explore all possible options as follows:
 - 11.2.2.1 identify regular vacancies in the bargaining unit for which the employee is qualified;
 - 11.2.2.2 determine whether any future temporary or part-time positions will be occurring for which the employee is qualified;
 - 11.2.2.3 identify the position in the bargaining unit which the employee is qualified to occupy and for which the employee is able to use his seniority rights to displace another employee; or
 - 11.2.2.4 determine if any other employee is eligible for early retirement. The committee will meet within two (2) weeks of the notice of redundancy and present the options to the President within two (2) weeks of their meeting.
- 11.2.3 Once the committee has issued their report, the employee will be given a notice of layoff and the options identified by the committee. The employee will be given a minimum of five (5) months notice of termination which, for other than unexpected budgetary changes, shall be given on or before February 28.
- 11.2.4 Within thirty (30) calendar days of the notice of layoff the employee may advise the College that he wishes to exercise his seniority rights to displace another employee in which case:
 - 11.2.4.1 the employee shall identify the position within the bargaining unit occupied by a person with lesser seniority whom he intends to displace;
 - 11.2.4.2 the employee must be qualified and able to perform the job of the less senior person, with or without a period of in-service training considered sufficient by the College up to a maximum of one (1) month or employee initiated training up to a maximum period of six (6) months. In the latter case, the College will cover

the cost of the training up to the maximum of the employee's severance entitlement;

11.2.4.3 where the displacement involves the relocation, the employee shall bear the entire cost of such relocation;

11.2.4.4 the employee shall retain his salary placement on scale and seniority.

11.2.5 The employee may opt for early retirement provided he is eligible to do so under the applicable pension plan, in which case he shall be entitled to additional pensionable service equivalent in value, as determined by the Superannuation Commissioner, to the severance pay compensation stipulated in **Article 11.2.6** below. Benefits under this provision shall not exceed the time that would be required for the employee to reach his maximum retirement age.

11.2.6 The employee may opt for severance pay on the basis of one (1) month's current pay for each completed year of service with the College, up to a maximum of six (6) months' current basic pay. Benefits under this provision shall not exceed the time that would be required for the employee to reach his maximum retirement age.

11.2.7 Where the employee opts for and receives severance pay, he shall be placed on the recall list for a twenty-four (24) month period, effective the date of severance. Where the employee is rehired through the recall process during the period covered by severance pay, he shall repay to the College the proportionate amount of severance pay he received. Recall of employees shall be to positions within the Bargaining Unit and shall be in order of seniority, provided the employee to be recalled is qualified and able to do the work available and provided he is available to commence work when requested. An employee so recalled shall not retain the seniority he accrued prior to lay-off.

11.2.8 Where the employee exercises his seniority rights to displace another employee in a position that they are qualified to perform, the employee to be displaced must have less seniority. The employee so displaced shall have the right to displace another employee with less seniority. The employee laid off as a result of displacement shall be given a minimum of two (2) months' notice of termination.

11.2.9 The employee displacing another employee shall be on probation as per **Article 9.2** if the new position involves duties he did not previously perform. Where probation is required, should the employee fail to successfully complete his probationary appointment, he shall forthwith be terminated, and no other provision in this Article shall apply to him. No part-time or temporary employee will be offered a position which could be filled by a regular employee on layoff qualified to perform the work.

11.2.10 Where a regular employee is on lay-off and when a vacancy occurs for which the employee is qualified and capable, the vacancy shall be offered to the employee. The employee shall be guaranteed the offer of a position, should they be qualified and it becomes available, equivalent to the position held prior to lay-off. If the employee takes a

part-time or temporary position, this shall not extinguish his/her recall rights. **Article 6.12** is not applicable. Salary and benefits will be at the appropriate rate.

11.3 Termination for Other Reasons

The College may terminate the employment of an employee for just and reasonable cause, other than for reasons outlined in **Article 11.2**. In all such cases the burden of proof of just and reasonable cause shall rest with the College, and notice of termination shall be in writing and shall set forth the reason for the termination. All such termination shall be subject to formal grievance procedures as set out in **Article 4**. **Article 11.2** shall not apply to employees whose employment is terminated under this Clause.

11.4 Resignations

11.4.1 An employee shall give ninety (90) days notice of intention to resign.

11.4.2 An employee giving such notice shall be paid all balances of vacation entitlement that are still unused at the date of resignation.

ARTICLE 12 - EMPLOYEE RIGHTS

12.1 No Discrimination

12.1.1 The Employer and the Union agree that under this Collective Agreement there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, sex, or marital status, family relationship, place of residence, physical handicap, nor by reason of membership or activity in the Union except where such discrimination is based upon a bonafide occupational requirement.

12.1.2 The College and the Union agree to identify and remove any barriers which prevent access to equal opportunity in employment.

12.2 Academic Freedom

Every employee is entitled to exercise Academic Freedom in the performance of his duties. However, it is recognized that Academic Freedom must be exercised responsibly.

12.2.1 People benefit from the search for knowledge and its free exposition. Academic freedom is essential to both these purposes in the teaching function of the College as well as in its scholarship and research. There shall be no infringement or abridgment of the academic freedom of any faculty member.

12.2.2 Academic freedom is the freedom to examine, question, teach and learn, and it involves the right to investigate, speculate and comment without regard to prescribed doctrine. Academic freedom ensures:

12.2.2.1 freedom in the conduct of teaching;

12.2.2.2 freedom in undertaking research and publishing or making public the results thereof;

12.2.2.3 freedom from institutional censorship.

12.2.3 Academic freedom carries with it the duty to use that freedom in a responsible way and in a manner consistent with the scholarly obligation to base teaching and research on an honest search for knowledge and the obligation to follow the curriculum requirements of the instructional assignment.

12.3 Copyrights, Royalties, and Scholarships

12.3.1 The copyright to and royalties paid on publication of books, articles, pamphlets, teaching aids, kits, tapes, computer software, films and related materials, where such materials have been prepared or created outside of the employee's assigned workload, shall be sole property of the author, and shall be retained by him throughout his lifetime. Lecture notes which an employee creates in support of his teaching or teaching-related functions shall be his sole property and shall not be used by others without his permission.

12.3.2 Where an employee's assigned workload include the preparation or creation of programs, courses, teaching aids, kits, computer software, films and similar materials, with the exception of lecture notes, the ownership of, copyright to, and royalties and revenues from such materials shall be vested in the College. The employee shall have the right to retain a personal copy of such materials and shall be granted permission by the College to quote portions of such material in a larger work or to publish same in journals. Such materials shall bear the name of the employee who prepared or created them if he so chooses. However, whilst the employee remains in the employ of the College, the College must request permission from the employee to alter or amend such materials. Such permission shall not be unreasonably withheld. Should the College consider the refusal unreasonable, the Grievance Committee comprising the Shop Steward and the College designate for grievance review shall meet within 10 days from the date of receipt of communication from the College to attempt to resolve the dispute within 7 days. Should there be no resolution, the College may refer the dispute directly to arbitration pursuant to **Article 4**.

12.3.3 Scholarships, bursaries or other grants which an employee may acquire shall be his sole concern except in those circumstances where the terms of the scholarship, bursary or grant specifically require that the College be involved and provided that the scholarship, bursary or grant does not detract from the employee's responsibility to the College.

12.4 Personnel Files

The employee's personnel file shall be the sole deposit for documents which may be used in procedures which may affect the employee's conditions of employment and job security.

During normal working hours, with reasonable notice, and in the presence of the Manager of Human Resources or his designate, every employee has the right of access to his personnel file.

Every employee shall receive a copy of any document to be placed in the personnel file.

An employee is entitled to add comments regarding documents placed in his personnel file.

Documents of a disciplinary nature shall be removed from an employee's personnel file after a period of two years provided that there has been no further infraction.

An employee's personnel file shall not be open to unauthorized personnel, except with written permission of the employee.

12.5 Picket Line

All employees covered by this Agreement shall have the right to refuse to cross a picket line and shall have the right to refuse to perform struck work. The College shall not reprimand, penalize, or dismiss an employee for such refusal. The College shall maintain the benefit plan coverage where employees are not actively working by reason of any strike or lockout affecting the College.

12.6 Legal Indemnification

Except where it is considered by the Employer and the Union, or in the event of disagreement by an arbitrator, that there has been flagrant or willful negligence on the part of an employee, the College shall:

- 12.6.1 exempt and save harmless each employee from any liability action arising from the performance of his or her duties for the College, and
- 12.6.2 exempt and save harmless a former employee from any liability action arising from the performance of his or her duties when in the employ of the College, and
- 12.6.3 assume all costs, legal fees and other expenses arising from any such action which resulted from actions of the employee when in the employ of the College.

12.7 Occupational Health and Safety

12.7.1 Statutory Compliance:

The Union and the Employer agree that regulations made pursuant to the Workers' Compensation Act, the Factories Act, or any other statute of the Province of British

Columbia or the Government of Canada pertaining to the working environment, shall be fully complied with. First aid kits shall be supplied in accordance with this clause.

12.7.2 Joint Occupational Health and Safety Committee

The College shall maintain an Occupational Health and Safety Committee in keeping with the Industrial Health and Safety regulations of the Worker's Compensation Board and ensure such Committee carry out all duties and responsibilities in accordance with said regulations. There shall be no fewer than two (2) CUPE Local 2409 members appointed by the Union on this Committee.

12.7.3 Unsafe Work Conditions:

12.7.3.1 No employee shall be disciplined for refusal to work on a job which in the opinion of:

12.7.3.1.1 A member of the Joint Occupational Health and Safety Committee;
or

12.7.3.1.2 A person designated by the Committee.

after an on-site inspection and following discussion with a representative of the Employer, does not meet the standards established pursuant to the Workers' Compensation Act.

12.7.3.2 When an employee acts in compliance with Section 8.24 of the Workers' Compensation Board Industrial Health and Safety Regulations, he/she shall not be subject to disciplinary action. For information purposes only, Section 8.24 reads:

- (1) *No person shall carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment when that person has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person.*
- (2) *Pursuant to clause (1) a worker who refuses to carry out a work process or operate a tool, appliance or equipment shall forthwith report the circumstances of the unsafe condition to his supervisor or employer.*
- (3) *The supervisor or employer receiving a report made under clause (2) shall forthwith investigate the matter and*
 - (A) *ensure that any unsafe condition is remedied without delay; or,*
 - (B) *if in his opinion the report is not valid he shall so inform the person who made the report.*

- (4) *When the procedure under clause (3) does not resolve the matter and a worker continues to refuse to carry out a work process, the supervisor or employer shall investigate the matter in the presence of the worker who made the report and in the presence of:*
- (A) *a worker representative of the Industrial Health and Safety Committee; or,*
 - (B) *a worker who is selected by a trade union representing the worker; or,*
 - (C) *when there is no Industrial Health and Safety Committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.*
- (5) *When the investigation under clause (4) does not resolve the matter and a worker continues to refuse to carry out a work process or operate a tool, appliance, or equipment, both the supervisor, or the employer, and the worker shall forthwith notify an officer of the Board who shall investigate the matter without undue delay and issue whatever orders he deems necessary.*
- (6) *No worker shall be subject to disciplinary action because he has acted in compliance with this regulation or an order made by an officer of the Board.*
- (7) *Temporary assignment to alternative work at no loss in pay to the worker until the matter in clause (1) is resolved shall be deemed not to constitute disciplinary action.*

Manual lifting and carrying restrictions

- (8) *Materials, articles or objects to be manually lifted, carried or moved shall be lifted, carried or moved in such a manner and with such precautions and safeguards, including training, protective clothing and mechanical aids as will ensure that the process does not endanger the health and safety of any worker.*

12.7.4 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 his/her shift without deduction from short-term disability leave.

12.7.5 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.

12.7.6 Pollution Control:

The Employer and the Union agree to limit all forms of environmental pollution.

12.7.7 Investigation of Accidents:

The Occupational Health and Safety Committee, as provided for, shall be notified of each accident or injury to the employees and shall investigate and report to the Union and the Employer on the nature and cause of the accident or injury. In the event of a fatality of an employee, the College shall immediately notify the Union President of the nature and circumstances of the accident.

12.7.8 Industrial First Aid Requirements:

The Union and the Employer agree that First Aid Regulations made pursuant to the Workers' Compensation Act shall be fully complied with.

12.7.9 Training Program for Joint Occupational Health and Safety Committee

An ongoing training program for the Occupational Health and Safety Committee, which was developed in consultation with the Workers' Compensation Board, and which may be amended from time to time by mutual agreement, will provide a training program for members of the Occupational Health and Safety Committee dealing with the objectives and duties of the Committee.

12.7.10 Safe Working Conditions:

The Employer undertakes to maintain office furniture, equipment, etc., in a practical and safe condition in order to avoid injury to employees or damage to their attire. Employees, for their part and in their own interest, are expected to advise the Employer of any such potentially injurious equipment.

12.7.11 Investigation of Safety Matters:

An employee who is a member of, or is designated by, the Joint Occupational Health and Safety Committee and who has been authorized by that Committee to investigate safety matters shall not suffer any loss of basic pay for time so spent.

12.7.12 Potential Dangers to Health and Safety

Employees have the right to be informed of any known potential dangers to their health and safety. An employee may refuse to perform assigned work when the employee has reasonable cause to believe that to do the assigned work may be a danger to the health or safety of himself or anyone else at or near the workplace.

12.7.13 Risk assessment

All employees shall receive a copy of the College's risk assessment, safety plan, or any other information or document that will assist their health and safety.

12.8 Personal and Sexual Harassment

- 12.8.1 The College shall provide all employees a work environment free from sexual and personal harassment. All employees have the right to be free from sexual and personal harassment.
- 12.8.2 Notwithstanding the definition(s) of harassment that may from time to time appear in the College Harassment Policy, for the purposes of this Article, sexual harassment is defined as follows:
 - 12.8.2.1 Unwanted sexual attention made by a person who knows or ought reasonably to know that such attention is unwanted, or
 - 12.8.2.2 Unwanted physical contact such as touching, patting, pinching or punching, or
 - 12.8.2.3 Implied or expressed promise of reward for complying with a sexually oriented request, or
 - 12.8.2.4 Implied or expressed threat of reprisal, in the form either of actual reprisal or the denial of opportunity, for the refusal to comply with a sexually oriented request, or
 - 12.8.2.5 Subject to the norms of academic discourse and investigation, the inappropriate display of sexually oriented literature, or pornographic material, or
 - 12.8.2.6 Remarks or behaviour which may reasonably be perceived to create a negative psychological and emotional environment for work and study.
- 12.8.3 Notwithstanding the definition(s) of harassment that may from time to time appear in the College Harassment Policy, for the purposes of this Article, personal harassment is defined as follows:
 - 12.8.3.1 Physical threat, intimidation, or assault, or unwelcome physical contact such as touching, patting, pinching and punching, or
 - 12.8.3.2 Unwelcome behaviour or comment that is directed at, or offensive to any employee that demeans, belittles, causes personal humiliation or embarrassment to the employee or any other employees, or
 - 12.8.3.3 Implied or expressed promise of reward or threat of reprisal, or the denial of opportunity for refusal to comply with a request which is unrelated to an employee's assigned duties, or
 - 12.8.3.4 The improper use of power and authority inherent in the position held, so as to endanger an employee's position. threaten the economic livelihood of the employee, or in any other way interfere with or influence the career of such an employee, or

- 12.8.3.5 Remarks or behaviour which may reasonably be perceived to create a negative psychological or emotional environment for work or study.
- 12.8.4 Employees may process complaints about harassment through the grievance procedure, subject to the following changes:
- 12.8.4.1 Where a person who is the subject of the complaint is the College management representative at any step of the grievance procedure, then the Union may bypass that step of the procedure or present the grievance to another appropriate College representative.
- 12.8.4.2 College representative(s) in the course of investigating a complaint of harassment or the Union representative when filing the complaint, shall have regard for the privacy and confidentiality of the grievor and all persons involved in the complaint.
- 12.8.4.3 An arbitrator, in the determination of a complaint of harassment, may take reasonable steps to protect the interest of all parties in privacy and confidentiality in the determination of procedural and evidentiary matters, subject to the requirement of fairness to all parties.
- 12.8.4.4 Where the complainant and the person who is the subject of the complaint are both members of the bargaining unit, then the arbitrator seized of a grievance of harassment, shall also have jurisdiction in respect of any grievance arising from related discipline of the employee who is the subject of the complaint.
- 12.8.5 Employees against whom a grievance or complaint has been filed pursuant to this Article, shall have the right to know what allegations have been made against them, and shall have the right to Union representation at all meetings, interviews and hearings where the employee's presence is requested.
- 12.8.6 A complainant has the right to Union representation at all meetings, interviews and hearings where the complainant's presence is requested.
- 12.8.7 Time limits shall be waived for filing grievances under this Article.
- 12.8.8 The Employer will investigate allegations of harassment in a fair and timely manner.

12.9 Other Human Rights

Disciplinary action and disciplinary interviews:

At any meeting between an employee and an administrative member which is likely to give rise to disciplinary action or is otherwise connected with disciplinary matters pertaining to the employee, the employee has a right to be accompanied by the Shop Steward. The employee shall be informed by the College of this right. If any disciplinary action is taken the employee shall be notified in

writing of the reasons for the action at the time the discipline is imposed and the reasons shall set out the substance of every allegation against the employee. The Union will be notified of the disciplinary action and shall receive a copy of the reasons provided to the employee should the employee so request in writing. Such request shall be included in the notice given by the Employer to the employee.

The parties agree that the provisions of Section 8 of the Human Rights Act of British Columbia shall apply as though it were included in, and forming part of this agreement.

12.10 Whistleblowing Protection

No employee shall be disciplined, discharged, penalized, or intimidated as a result of reporting any alleged violations to the College or to another agency, provided the College has been notified of the alleged violation first. The College will have thirty (30) days to investigate the alleged violation and report the outcome to the employee and the Union. The employee will not report the alleged violation to another agency prior to the outcome of the investigation. All information will be kept confidential for the thirty (30) day investigation period.

12.11 Scholarly Activities

The College recognizes that it is not mandated or funded for scholarly activities, however, the College acknowledges that scholarly activity contributes to academic excellence and the effectiveness of the teaching function at the College.

Scholarly activity shall be understood to include continuing mastery of one's field of knowledge, awareness of current scholarship in one's own field, involvement in basic research and development, and professional or creative activity. Basic research has as its purpose contributing to the expansion of knowledge and the sharing of that knowledge through publication or other appropriate professional means. Development involves the examination of the implications of basic research and their practical application.

The College may assist with the administration of funds which are received from external sources at no cost to the employee or the fund and no increased costs to the College.

***12.12 Student Appeal Procedure**

The employee has the right to have a shop steward present at all meetings or discussions concerning a student appeal at which the employee is present. The employee will be advised of the outcome, in writing, in a timely fashion, which shall not exceed one month.

ARTICLE 13 - WORKLOAD

13.1 Duties of Employees

The duties of employees may include any of the following: teaching, course preparation and development, counseling, librarianship, workshops, special program development and

administration of programs, development and administration of continuing education programs, advising students, evaluation of student work, other functions related to instructing, professional development, student registration, school visitations, participation on College Committees, attendance at professional meetings, representation of the College at other functions, administrative duties, and other duties that may from time to time be necessary for the proper operation of the College.

*** 13.2 Annual Workloads for Instructional Employees**

A full-time annual workload shall consist of ten (10) sections. A full-time annual workload shall be not more than eighteen (18) hours of scheduled class contact per week or not more than thirty-five (35) hours of practicum supervision per week including travel time.

The full-time annual workload for an instructor shall be approved in writing by May 1. The College shall make every reasonable effort to have workloads approved by April 15. Any sections approved by May 1 will be advertised to the students and made available for their registration from that date onward. Any subsequent changes shall be discussed between the Academic / Associate Academic Head and the Regional Director. Any change in workload requires the written consent of the Union, which shall not be unreasonably withheld.

13.2.1 Teaching Workloads

13.2.1.1 Instructors in Academic Programs

A full-time annual workload shall not exceed fifteen (15) hours per week of scheduled class contact (which shall include the lecture, laboratory, field, or other related components of courses) averaged over two (2) fifteen (15) week semesters and may with the consent of the Union, which shall not be unreasonably withheld, exceed fifteen (15) but shall not be more than eighteen (18) hours per week in any semester.

An instructor's workload may be increased from fifteen (15) to eighteen (18) hours per week in a given semester of scheduled class contact if it consists of two (2) sections of the same course comprising Science lectures, laboratories, and/or field component which are directly associated with the lectures.

13.2.1.2 Instructors in Career-Technical Programs

A full-time annual workload shall not exceed fifteen (15) hours per week of scheduled class contact, which shall include lectures and related class components, or 35 hours per week of practicum supervision, including travel time, or prorated combination of the above averaged over a period not exceeding forty (40) weeks. Workloads shall be averaged over two (2) semesters.

13.2.1.3 Assignment of courses

At any given time an instructor shall not be assigned more than three (3) different courses, except, if an instructor's workload is not more than twelve (12) hours per week in a semester (subject to the averaging conditions established above) and upon written consent of the Union, which shall not be unreasonably withheld, an instructor may be assigned four different courses.

The workload for an instructor, the combination of courses to be taught (including practica) shall be initiated on the departmental level and shall be determined by a process of consultation between the Academic Head / Associate Academic Head and the instructional departments on the basis of the provisions contained in this Article and shall then be submitted to the College Centre Director for consideration and approval which shall not be unreasonably withheld.

An instructor's daily workload shall not exceed seven (7) class contact hours per day.

13.2.1.4 The following additional factors shall be used when determining an employee's workload:

13.2.1.4.1 a distance education course without teleconferencing shall count as 1 1/2 hours of class contact per week;

13.2.1.4.2 the initial development of a distance education package shall count as 1 1/2 hours of class contact per week;

13.2.1.4.3 instructional travel to a College centre other than Kitimat shall count as 1 1/2 hours of class contact per week;

13.2.1.4.4 Regular instructors new to the College shall have a workload reduction of three (3) hours during each of the first two semesters of employment if they are assigned more than two (2) different courses.

13.2.1.5 The maximum class size shall be no more than thirty-six (36) students based on the actual enrollment at the end of the second week of classes, except that this maximum will be reduced according to the following conditions:

Composition and language courses:	25 students
Experimental Psychology and Anthropology 101:	28 students
Science lab in Terrace:	18 students
Computer lab in Prince Rupert:	18 students
Computer lab in Terrace:	16 students
Science lab in Prince Rupert:	12 students

(To become identical to the Terrace laboratory section maximum number of students at that time when the Prince Rupert laboratory facilities reach the dimensions and level of the Terrace laboratory facilities.)

Career programme regular sections:	24 students
Career programme practica:	16 students
Career programme intensive sections:	30 students

13.2.1.6 The parties agree that programme development initiated on the departmental level in consultation with the Academic Head / Centre Director may be used in place of class contact (as established above).

13.2.1.7 It is understood and agreed that the workload provisions will be prorated where a regular employee's workload is for less than 100% of a full-time workload and where this situation is the result of a contractual agreement including this Agreement.

13.2.1.8 Telecourses

A teleconferencing course is a course where a student communicates with the instructor through audio teleconferencing technology. The following provisions shall apply:

13.2.1.8.1 Teleconferencing courses originating in Terrace shall only be offered by regular employees, with a maximum of one teleconferencing course per individual employee.

13.2.1.8.2 A teleconferencing course shall be defined as consisting of three hours, as per **Article 13.2.1.1**.

13.2.1.8.3 Class size shall be as set out in **Article 13.2.1.5** with a maximum of eight (8) students at each participating centre.

13.2.1.8.4 Provisions shall be made for adequate familiarization and training of instructors with teleconferencing during the non-teaching months.

13.2.1.8.5 Preparation of a teleconferencing course shall count as one course preparation.

13.2.1.8.6 All of the University Transfer, S.S.W., and E.C.E. programming offered in Terrace shall consist exclusively of live conventional instruction except as under **Article 13.2.1.8.7** below.

13.2.1.8.7 For teleconferencing courses, the number of students who are enrolled directly from high school and who wish to be admitted to such a course at the Terrace campus will be limited to five. No teleconferencing courses will have students in the studio.

13.2.1.8.8 Technical operation of the system shall not be the responsibility of the instructor.

13.2.1.9

13.2.1.9.1 An instructor's schedule will not include more than two (2) evening classes per week. For the purposes of this section, evening classes shall refer to classes where scheduled instruction takes place after 1900 hours except with the Union's written consent.

13.2.1.9.2 An instructor's schedule will include a twelve (12) hour period free from instruction between the end of the last class one day to the beginning of the first class of the next day, except with the Union's written consent.

13.2.1.9.3 An employee shall not be required to teach on a Saturday or Sunday. In the event that an employee agrees to teach on a Saturday or a Sunday, he/she shall be assured of at least two consecutive calendar days per week free from any instructional obligations.

13.2.2 The annual non-teaching workloads for instructors shall comprise an appropriate combination of non-teaching activities outlined in [Article 13.1](#) which shall reflect a workload of 35 work hours per week during non-teaching periods, except during scheduled vacation time. A detailed list of such proposed activities shall be subject to approval by the appropriate program administrator and ratification by the appropriate Centre Director by March 31 of each year. The employee shall submit a written report of his activities by September 30 of each year.

13.2.3 The actual annual workload for each academic programme instructor shall be determined through consultation between the instructor and the Academic Head on the basis of the above guidelines and shall be averaged out over a period of two (2) years, provided there is Union consent (which shall not be unreasonably withheld) to the averaging. This shall then be submitted to the Centre Director for consideration and eventual approval.

13.2.4 In the event of employee resignation or termination there shall be no compensation adjustment, either plus or minus, to reflect variations from the annual normal maximum that may have accumulated at the time of resignation or termination.

13.2.5 During the winter semester of each academic year, all regular university credit instructional employees shall have a five (5) consecutive working day mid-term reading break as determined by the Registrar.

- 13.3 Teaching Workload Reduction for Academic Head & Associate Academic Head and Programme Coordinators
- 13.3.1 The teaching workload for the Academic Head shall be as set out in **Article 13.2.1** except that it shall be reduced by a margin of sixty percent (60%) to compensate for the additional administrative and related duties necessary to fulfill the functions of the Academic Head. **Article 13.2.2, Article 13.2.3, and Article 13.2.4,** shall apply to the Academic Head.
- 13.3.2 The teaching workload for the Associate Academic Head shall be as set out in **Article 13.2.1** except that it shall be reduced by a margin of forty (40) percent to compensate for the additional administrative and related duties necessary to fulfill the functions of the Associate Academic Head. **Article 13.2.2, Article 13.2.3, and Article 13.2.4,** shall apply to the Associate Academic Head.
- 13.3.3 The teaching workload for the Terrace campus ECE programme coordinator and the Terrace campus Social Service Worker programme coordinator shall be as set out in **Article 13.2.1** except that it shall be reduced by a margin of twenty percent (20%) to compensate for the additional administrative and related duties necessary to fulfill the functions of the programme coordinator.
- 13.3.4 Programme coordinators in any College location shall have a workload reduction of a minimum of twenty percent (20%). **Article 13.2.2** shall apply to programme coordinators.

13.4 Workload for Non-Instructional Employees

Preamble:

On the basis of thirty-five (35) per week, the workload for non-instructional employees shall be initiated on the departmental level and shall be determined by a process of consultation between the Academic Head / Associate Academic Head and the departments on the basis of the provisions contained in this Article and shall then be submitted to the Director, Education and Student Services for consideration and approval which shall not be unreasonably withheld.

Subject to funds being available and operational requirements the College will provide substitutes for librarians during vacation and professional development periods.

13.5 Low Enrollment Courses

The Employer reserves the right to cancel any low enrollment course and require the Academic Head, in consultation with the employee affected, to reassign workload to bring the employee up to the annual workload for the year.

13.6 Other Work Conditions

- 13.6.1 The College shall make every reasonable effort to provide faculty with adequate support and resources for instruction; office space and classroom furnishings; and support staff.
- 13.6.2 Timetables shall be initiated at the departmental / program level and shall be determined by a process of consultation between the Academic / Associate Academic Head and instructional departments. Timetables shall be submitted to the Regional Director for consideration and approval, which shall not be unreasonably denied. Timetables will be available to the students within two weeks of the workloads being approved.
- 13.6.3 The College will provide appropriate signage on its facilities. Faculty members will be provided with name plates with their credentials.
- 13.6.4 Ventilation shall be provided in all College facilities in accordance with federal and provincial standards on air quality.
- 13.6.5 The College will support the participation of faculty members on provincial articulation committees to the fullest extent as funding permits.
- 13.6.6 The College will support the participation of the Academic Head at any provincial meetings as appropriate.
- 13.6.7 The College will support the participation of faculty members on provincial committees as appropriate and as funding permits.
- 13.6.8 Any changes in parking regulations and policies shall be made by written consultation with the Union.
- 13.6.9 The Academic / Associate Academic Head and Program Coordinators will be consulted during the preparation of the calendar.
- 13.6.10 In consultation with the Academic Head the College agrees to advertise sections to students locally through each College region and College wide.

ARTICLE 14 - MANAGEMENT RIGHTS

Except as otherwise provided in the Agreement, the College or its delegated officers have exclusive control over the management, supervision and administration of the College and its affairs and the direction of the employees covered by this Agreement. However, if situations arise that are not spoken to in the Agreement, the College agrees to consult with the Union.

The exercise of management rights shall be in a fair, reasonable manner, which is not arbitrary or discriminatory.

ARTICLE 15 - SENIORITY

15.1 Calculation of Seniority

- 15.1.1 The basis of seniority will be the full-time annual workload of a regular employee.
- 15.1.2 All calculations of seniority for employees with less than a full-time workload will be pro-rated.
- 15.1.3 The date of hire of an employee is relevant only if they have equivalent seniority to another employee. When that is the case, the employee with the earlier hire date will be considered to have the most seniority.
- 15.1.4 The calculation will be based on the workload as identified in **Article 13** worked during the academic year (September to August).
- 15.1.5 Part-time employee seniority will be based on a percentage of a regular full-time workload.
- 15.1.6 There will be a regular and a part-time / temporary seniority list.
- 15.1.7 All leaves shall be counted for the purpose of seniority. For part-time employees, the calculation will be pro-rated.

15.2 Seniority List

- 15.2.1 The Employer shall maintain a seniority list showing all the necessary information relevant to the application of the seniority provisions of the Agreement. An up-to-date seniority list shall be sent to the President of the Union on a quarterly basis.
- 15.2.2 Separate lists will be maintained for regular and for temporary / part-time employees.

15.3 Seniority Accrual - Regular Employees

Seniority shall continue to accrue for regular employees on any paid or unpaid leaves of absence within the provisions of this Agreement.

15.4 Seniority Breaks

Employees shall maintain but not accrue seniority for periods of employment in another bargaining unit.

15.5 Loss of Seniority

An employee shall lose his/her seniority in the event that:

- (a) an arbitrator upholds a decision of an employee discharged for just cause;

- (b) he/she resigns from an employee position at the College;
- (c) he/she is on layoff for more than twenty-four (24) months.

15.6 Application of Seniority for Temporary and Part-time Employees

Temporary and part-time employees without a break in service of twenty-four (24) or more months shall be considered as internal applicants on regular job postings.

ARTICLE 16 - EARLY RETIREMENT PLAN

16.1 Eligibility

The College may offer to a faculty member or a faculty member may request a choice of the early retirement incentive alternatives described provided the employee meets the following criteria:

- (a) is age 55 or over
- (b) has a minimum of ten (10) years pensionable service under the College Pension Act
- (c) is a regular employee at the time of early retirement
- (d) is on the maximum step of the salary scale
- (e) elects to cease employment with the College for the purposes of retirement.

16.2 Agreement

16.2.1 Application to the plan is voluntary except in cases arising from the application of **Article 11**. A faculty member who wishes to be considered for early retirement incentive shall do so in writing at least nine (9) months before their planned date of retirement. The College shall provide copies of all applications to the Union.

16.2.2 An employee has the right to accept or decline an early retirement incentive offer made by the College within thirty (30) days of the offer being proposed. In the event of acceptance of an offer of early retirement, the employee's date of retirement shall be at a mutually agreed upon date. Agreement shall be in writing and shall specify the early retirement date with the incentive option agreed upon.

16.3 Selection Criteria

16.3.1 In considering applications for early retirement incentive from eligible faculty, should the College determine that it is able to offer an incentive but is unable to offer an incentive to all who have applied, it will use the following criteria in ascertaining the faculty member to whom such offers shall be given:

- 16.3.1.1 Faculty members with less time remaining prior to retirement shall be given preference; and
- 16.3.1.2 In the event that two or more faculty members have the same amount of time remaining prior to retirement, then the faculty member with greater seniority shall be given preference.

16.4 Benefit Options

(a) Lump sum payment

A lump sum payment will be paid in one sum on the date of retirement as per the following amounts:

Full Years to Retirement	Pay out
1	20% of salary
2	40% of salary
3	60% of salary
4	80% of salary
5 or more	100% of salary

or (B) Past service contribution

The College will purchase on behalf of the employee past service contributions to the College pension plan equivalent to the value of the lump sum payment as indicated above.

16.5 Protection of Medical Benefit Coverage

16.5.1 Early retiring employees in receipt of a College Pension may obtain basic medical and extended health benefits coverage through the Superannuation Commission when filing a claim for pension. Appropriate deductions will be made from monthly pension. NOTE: Pensioners who decline the Extended Health benefit coverage at retirement will NOT be eligible for coverage later unless they can prove continuous coverage under an extended health care plan (e.g. coverage under spouse's plan).

16.5.2 Early retiring employees not immediately commencing receipt of a College pension may elect to continue their basic medical and extended health* benefit coverage through the College during the period preceding receipt of pension, but in any event no longer than five years following retirement, provided that:

16.5.2.1 written notification of the intent to continue these benefits is provided to the Personnel Department six weeks prior to the date of early retirement; and

16.5.2.2 the individual maintains B.C. residency; and

16.5.2.3 the participant prepays all premium costs.

* Coverage will be under a separate group for retirees at a reduced level of coverage.

16.6 Financial Consulting

Each employee who accepts the early retirement incentives is entitled to receive three (3) personal financial consultations conducted by a firm of qualified financial consultants selected by the College. Fees for consultative sessions to a maximum of eighty dollars (\$80) per session will be borne by the College.

ARTICLE 17 - DEGREE GRANTING OPPORTUNITIES IN NORTHERN B.C.

The parties recognize that the post-secondary educational opportunities in the area served by Northwest Community College are best enhanced by a co-operative, integrated plan developed through structures which allow those institutions and agencies and workers who deliver and support the delivery of programmes to be involved in a consultative process as equal partners. In order to enhance this partnership, the parties agree to the following:

17.1

The College will consult the Union with respect to any academic plans the University may propose for the region. The Union will provide the College advice with respect to the educational viability of the UNBC proposed programs.

17.1.1 Consultation shall include meaningful and in-depth discussion by the parties during all stages of the planning process and full disclosure of all information and access to all documentation as they become available.

17.1.2 The record of consultation will be in writing and copies shall be provided to the parties.

17.2

The parties agree that no agreements shall be struck between UNBC and NWCC without the prior consultation between the College and the Union.

The College agrees to consult with the Faculty to discuss the educational plans of UNBC. The outcome of all discussions will be relayed to the UNBC liaison committee of the College Board.

The record of consultation will be in writing and copies shall be provided to the parties.

17.3

The parties believe that access to degree completion in the northwest will dramatically increase the participation rates at the College. To this end Northwest Community College will support access to

UNBC degree completion programs in the northwest and continue to offer university courses at years one and two and career programs that transfer to a variety of other institutions as well as UNBC. UNBC will be responsible for third and fourth year and university graduate courses.

17.4

The College will explore with the University the possibility of current employees having an option to deliver UNBC programmes. The College will support the request of current employees to be seconded to the University and continue to be entitled to the benefits of this Collective Agreement.

17.5 Secondment to UNBC and Other Degree Granting Institutions

The College will encourage the secondment of faculty to UNBC and other degree granting institutions:

- 17.5.1 Requests for full-time and part-time secondments will be made by the Academic Head.
- 17.5.2 The secondment will occur through the written agreement of the College, the Academic Head, the employee and the other institution. The College shall not unreasonably withhold written agreement. A copy shall be provided to the Union.
- 17.5.3 Opportunities for secondment will be advertised internally. The advertisement will be written by the Academic Head.
- 17.5.4 Openings which occur as the result of secondment will be filled in accordance with the Collective Agreement. Northwest Community College programs will not be jeopardized by such secondment.
- 17.5.5 All aspects of the Collective Agreement as applicable will continue and Northwest Community College will be reimbursed by the degree granting institutions accordingly.
- 17.5.6 For the purpose of workload calculations, one section from another degree granting institution will be considered one section from Northwest Community College.

ARTICLE 18 - SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequent enacted legislation or by any judgment or order of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, and such remaining portions shall continue in full force and effect. In the event that any clause or section is held invalid, or enforcement of, or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure.

IN WITNESS WHEREOF, we, the undersigned, have as the accredited representatives of the respective parties to this Agreement hereunto set our signature this 25th day of June, 1995.

Northwest Community College:

Canadian Union of Public Employees Local 2409:

Michael Hill
President

Rocque Berthiaume
President

Sheila McDonald
Manager, Human Resources

Liz Ball
Past President

Brian Loptson
Director Educational and Student Services

Jake Muller
Chair, Negotiating Committee

Larisa Tarwick
Manager, Program Support and Development

Nancy Hogue
Member, Negotiating Committee

Jim Stone
Assistant Director, Terrace

Eric Turner
Member, Negotiating Committee

APPENDIX A - SICK LEAVE PLAN

A.1 Eligibility

- A.1.1 Regular employees shall be covered by the Sick Leave Plan upon commencing work for the Employer.
- A.1.2 Regular employees who are unable to work because of an illness or injury are entitled to a benefit of 100% of regular salary for a period not to exceed one hundred twenty (120) calendar days for the date of disability.
- A.1.3 Where a regular employee is on a claim recognized by the Workers' Compensation Board (while the employee was on the Employer's business), the employee shall be entitled to leave at his regular salary up to one hundred twenty (120) calendar days for any one claim. In such cases the compensation payable by the Workers' Compensation Board shall be remitted to the Employer.
- A.1.4 Determination of regular salary shall be done in accordance with the rates listed in the Collective Agreement for the period in which the benefit is claimed.

A.2 Recurring Disabilities

- A.2.1 Employees who return to work after being absent because of illness or injury, and within five (5) consecutive days of work again become unable to work because of the same illness or injury, are considered to still be within the original sick leave period as defined in **Section A.1.2.**
- A.2.2 Employees who return to work after being absent because of illness or injury, and within five (5) consecutive days of work again become unable to work because of a new illness or injury unrelated to the illness or injury that caused the previous absence, shall be entitled to a further one hundred twenty (120) day period of benefits under the Sick Leave Plan.
- A.2.3 Employees who return to work after being absent because of illness or injury, and after working five (5) or more consecutive days of work again become unable to work because of the same illness or injury, shall be entitled to a further one hundred twenty (120) day period of benefits under the Sick Leave Plan. This does not apply to an employee who has returned to work on a trial basis as approved by the Employer and the Union. In such a case, the maximum benefit period shall continue to be as defined in **Section A.2.1.**
- A.2.4 Employees who return to work after a period of illness or injury and who do not work the same workload that they had prior to the illness or injury shall receive pro-rated benefits under the Sick Leave Plan; however, this period shall not exceed one hundred twenty (120) days from the initial date of disability if absence is due to the same illness or injury.

A.3 Integration with Other Disability Income

Sick Leave benefits shall be reduced by other disability income benefits to which the absent employee is entitled, except disability income which was being received prior to the illness or injury resulting in the employee being absent from work and which is unrelated to the illness or injury causing the current absence. Integration shall take place to the extent that Sick Leave benefits shall be reduced by other disability income benefits to which the absent employee is entitled, except disability income which was being received prior to the illness or injury resulting in the employee being absent from work and which is unrelated to the illness or injury causing the current absence. Integration shall take place to the extent that income from all benefit sources equals one hundred percent (100%) of regular pay. Other disability income shall mean:

- (a) Any amount the absent employee receives from any College group insurance, wage continuation or pension plan.
- (b) Any amount of disability income provided by compulsory act or law, except Unemployment Insurance sickness benefits and W.C.B. benefits payable in accordance with **Section A.1.3.**
- (c) Any periodic benefit payment from the Canada or Quebec Pension Plan or other social security plan of any country.
- (d) I.C.B.C. weekly indemnity payments.

This section does not apply to a war disability pension paid under an Act of the Government of Canada or other Commonwealth countries.

A.4 Benefits Not Paid During Certain Periods

Benefits shall not be paid when an employee is:

- (a) receiving designated statutory holiday pay;
- (b) engaged in an occupation for wage or profit;
- (c) on strike or is locked out unless the strike or lockout occurred after the illness or injury resulting in the employee being absent from work;
- (d) serving a prison sentence;
- (e) on suspension without pay;
- (f) on paid absence in the period immediately preceding retirement;
- (g) on any unassisted leave or personal leave without pay.

Notwithstanding **A.4** above, where an illness or injury occurs during the leave which prevents the employee from returning to work on the scheduled date of return and provided the leave does not exceed thirty (30) days, the Sick Leave Plan shall be effective from the date of disability due to illness or injury. Benefits shall be paid for the balance of one hundred twenty (120) days remaining from the scheduled date of return to work. In other circumstances, the Sick Leave Plan shall be effective upon the scheduled date of return to work.

A.5 Employee to Inform Employer

The employee shall inform the Employer as soon as possible of his/her inability to report to work because of illness or injury. The employee shall inform the Employer of the date of return to duty, in advance of that date, in order that relief scheduled for that employee can be notified.

A.6 Medical Certificate Upon Recovery

The Employer may require an employee to produce a medical certificate from a qualified medical practitioner attesting to the fact that the employee is capable of returning to work when the employee has been absent from work for illness or injury for thirty (30) consecutive working days or more.

A.7 U.I.C. Premium

The parties agree that the complete premium reduction from the Unemployment Insurance Commission accruing as a result of the Sick Leave Plan shall be returned to the Employer.

A.8 Benefits Upon Layoff or Separation

- A.8.1 Subject to **A.8.2**, **A.8.3**, and **A.8.4** below, regular employees who are receiving benefits pursuant to **A.1.2** or **A.1.3** continue to receive such benefits upon layoff or separation until the termination of the illness or injury or until the maximum benefit entitlement has been granted, whichever comes first, if the notice of layoff or separation is given after the commencement of the illness or injury for which benefits are being paid.
- A.8.2 In the event that layoff or separation notice was given prior to the commencement of the illness or injury, benefits shall cease on the effective date of the layoff or separation only if the illness or injury commenced within two (2) months of the effective date of the layoff or separation.
- A.8.3 Benefits shall continue to be paid in accordance with **A.8.1** above, for which notice of layoff or separation was given prior to the commencement of the illness or injury and if the illness or injury commenced more than two (2) months before the effective date of the layoff or separation.
- A.8.4 Notwithstanding any of the above, an employee who is on an appointment of fixed duration shall not be eligible for the benefits of the Sick Leave Plan beyond the end of the period for which he was hired unless he is reappointed.

A.9 Illness or Injury During Annual Vacation

An employee who is eligible for the benefits of the Sick Leave Plan during his annual vacation, may claim to displace annual vacation by notifying the Employer within seven (7) days of returning to work. The employee must provide necessary documentation attesting to his illness or injury. The period of annual vacation so displaced shall be taken at a time mutually agreeable to the employee and the Employer.

Facilitator's Recommendation

for

Multi-institutional Framework Agreement

**Post-Secondary Employers' Association
on behalf of member institutions
ratifying this Agreement**

- and -

**Joint Union Caucus
on behalf of trade unions
ratifying this Agreement**

Note: This recommendation incorporates agreements between the parties in principle and on specific language. Where there were differences between the parties, the language is that of one or both parties or language fashioned by the facilitator.

**May 15, 1996
James E. Dorsey**

CONTENTS

Article

- 1.00 Definitions
 - 2.00 Context of First Multi-institutional Framework Agreement
 - 3.00 Purposes of Multi-institutional Framework Agreement
 - 4.00 Comprehensive Public System
 - 4.01 Contract training and marketing society
 - 4.02 Contracting out
 - 5.00 Learner Access and Outcome Success
 - 5.01 Information technologies, instruction and learning
 - 5.02 Access, flexibility, efficiency and productivity
 - 6.00 Commitment to Ongoing Employment
 - 6.01 System wide Registry of laid off employees and job postings
 - 6.02 Program transfers and mergers
 - 6.03 Targeted labour adjustment
 - 6.04 Labour Adjustment Fund
 - 6.05 Future funding reductions that are likely to cause layoffs
 - 7.00 Human Resource Practices and Support Structures
 - 7.01 Labour relations database
 - 7.02 System benefit administration
 - 7.03 Resolving jurisdictional disputes
 - 7.04 Joint Resolution and Dispute Administration Committee
 - 8.00 Compensation
 - 9.00 Ratification and Effect of Ratification
 - 10.00 Term
- Appendix A1: PSEA Lay-off Registry Form 001
Appendix A2: PSEA Posting Registry Form 002
Appendix B: Jurisdictional Dispute Resolution Process
Appendix C: System Discussions Protocol Agreement
Appendix D: Memorandum of Understanding

1.00 Definitions

"Agreement" means this Framework Agreement.

"Collective agreement" or "local collective agreement" means a current collective agreement between an Institution and a Local Union or as may be amended by this Agreement or otherwise but does not include this Agreement.

"Employee" means an employee within a bargaining unit represented by a Union participating in the Joint Union Caucus.

"Institution" means a college, university college, institute or agency created under the *College and Institute Act*, *Open Learning Agency Act*, or *Institute of Technology Act*.

"Joint Administration and Dispute Resolution Committee" or "JADRC" means a committee formed between the Parties to this Agreement;

"Joint Labour Management Committee" means a committee formed by Local Parties with equal Local Union and Institution representation.

"Joint Union Caucus" or "JUC" means a committee of the B.C. Government and Service Employees' Union ("BCGEU"), BCIT Staff Society ("BCITSS"), College and Institute Educators' Association ("CIEA") and the Emily Carr Institute of Art and Design Faculty Association ("ECIADFA") formed for the purpose of negotiating this Agreement.

"Local Union" means the trade union certified to represent employees of an institution and includes locals affiliated with CIEA, the BCGEU, and the BCITSS and the ECIADFA.

"Local Parties" means the Institution and Local Union where both have ratified this Agreement.

"Ministry" means the Ministry of Education, Skills and Training.

"Parties" means the Post-Secondary Employees' Association and the Joint Union Caucus.

"Post-Secondary Employers' Association" or "PSEA" means the employers' association established under Section 6 of the *Public Sector Employers Act*.

"Ratification" means acceptance by an Institution and a Local Union of all of the terms of this Agreement.

"System" means the aggregate of all of the public Post-Secondary Institutions.

"Union" means a faculty association or trade union certified as a bargaining agent at an Institution, both of which have ratified this Agreement.

2.00 Context of First Multi-institutional Framework Agreement

This agreement is entered into pursuant to the Protocol Agreement for System Discussions of November 8, 1995. (Appendix C) The discussions were conducted against the background of funding cutbacks and the on-going development of a new provincial strategic plan for the college, institute and agency system in British Columbia.

The Strategic Plan goals at the time of this Agreement are:

Relevance and Quality: To provide British Columbians with post-secondary education and training to enhance current and future job opportunities and to improve the quality of life and citizenship experienced in the province;

Access: To improve the availability of educational opportunities for the increasing number of British Columbians seeking post-secondary education and training;

Accountability: To enable the system to measure performance as a basis for continual improvements and reporting on overall effectiveness and efficiency;

Affordability: To allocate resources to the system in a manner which focuses the system on achieving these goals of relevance and quality, access and accountability and achieving these goals at costs that are within the provincial fiscal framework and are affordable to students.

The Advanced Educational Council of British Columbia, an association of B.C. colleges, institutes and the Open Learning Agency, recently adopted a learner focused definition of access: *that throughout their lifetimes, British Columbians should have access to educational opportunities that meet their learning needs.*

A learner centered approach to access requires the provincial college and institute system to be comprehensive and to arrange itself to enable learners to meet their learning needs. There must be more focus in the future to ensure service, program and change decisions on a system approach to fulfill this philosophy of access.

At the time of concluding this Agreement, the Provincial Government had announced restructuring of available funding into a series of "funding envelopes." Base Operating Grants for 1996/97 are to be equal to 97.5% of the 1995/96 funding. New funding equal to 1.4% is to be available from "Learning Partnership" and "Learning Highway and Technology Innovation" funding envelopes.

The Provincial Government announced a Guarantee for Youth initiative that includes a tuition freeze at 1995/96 levels. It also committed to creating 2,850 new student spaces in the system.

The Provincial Government has committed to working closely with the education community to support the necessary changes to ensure affordable and accessible education across the province. At the same time, institutions are being asked to meet or exceed 101% of their 1995/96 approved

program profile FTEs, with an additional 3% to be accomplished through the Learning Partnership Envelope.

Except for the common salary scale transition envelope, the Provincial Government is making no provisions in either the Base Operating Grant or the other funding envelopes for salary increases or internal cost pressures facing institutions. General cost increases to institutions are expected to be absorbed through further and on-going efficiency improvements.

To assist in the full implementation of a new common salary scale, the Provincial Government has committed to establish a transition funding envelope of \$1 million (0.3% of system salary costs) for each of the three years 1998/99, 1999/2000 and 2000/01.

3.00 Purposes of Multi-institutional Framework Agreement

The purposes of this Agreement are:

- to further the strategic plan goals;
- to further constructive industrial relations;
- to improve human resource management practices and support structures; and
- to facilitate opportunities to retain experienced educators within the college and institute system and to enable individuals to make choices when confronted with change.

4.00 Comprehensive Public System

4.01 Contract Training and Marketing Society

Education is a public - not just a private - good. It is an integral part of our social fabric. Contract training is an extension of the mission of the public post-secondary colleges and institutes education system and should be an enhanced part of the system. The partners in the system need to effectively and collaboratively market institutional expertise and experience.

The parties will form a system contract training and marketing society to facilitate, enhance and support the initiatives of participating member institutions.

A. Objectives

- To increase the contract training opportunities of the participating institutions in the public post-secondary education system through entrepreneurial and revenue generating training and education courses, programs and projects.
- To develop alliances and partnerships between colleges and institutions, governments, community groups, agencies, employers, unions, international education agencies and others in order to support courses, programs and services.
- To assist member institutions to be responsive to the contract training and learning needs of governments, agencies, employers, unions and community groups.
- To enhance the employment opportunities within the system.
- To facilitate the development of programs and services in response to contract training needs.
- To assist member institutions in the establishment, development and enhancement of contract training capacities.
- To effectively market contract training and service abilities of the public post-secondary system.
- To assist institutions design contract training activities.
- To provide a mechanism for member institutions to work together as a system, such as a consortium, in order to deliver contract training activities.
- To provide a single contact point or referral agency when desired between purchasers of contract training activities and member institutions with the capacity to deliver the programs and/or services.
- To enable institutions to produce surplus revenues in support of the institutions.

B. Structure

Authority: *Societies Act*

Membership: One representative from each participating institution, one representative from each participating institution selected by the local union(s) and one representative of the Ministry of Education, Skills and Training. Participating institutions means the institutions who have ratified this Agreement and who have chosen to join the Contract Training and Marketing Society.

Directors: Six (6) directors appointed by the Council of Chief Executive Officers and six (6) directors appointed by the Joint Union Caucus and one member appointed by the Ministry of Education, Skills and Training.

Two thirds of the directors appointed by each must have expertise relating to contract training and be employed at participating institutions.

Membership Activities: Approve annual business plan of the Society.

Director Activities: Supervise and report on the activities of the Society.

Society Activities:

- To develop appropriate annual financial/business plans.
- To appoint staff as required to fulfill operational requirements.
- To develop mechanisms to identify and monitor contract training, and inventory expertise, resources, curriculums and competencies as a resource for the Society's objectives.
- To facilitate the co-ordination of contract training/marketing/career development activities.
- To develop strategies for marketing contract training.
- To meet with potential "customers" to promote the system.
- To meet with system trainers/unions/employers in a problem solving capacity including dealing with questions of competitive advantage.
- To review regularly the expertise listed on the Registry and to provide that information to the contract training departments of the participating institutions for the purposes of identifying employment needs.
- To liaise with employers/unions/agencies to identify emerging labour market trends in order to identify new opportunities.
- To develop an inventory of contract training expertise of member institutions.

C. Funding

The parties recommend that base funding be allocated by the Ministry of Education, Skills, and Training for the purpose of the operation and activities of the Society. (Estimated start up costs \$300,000.)

Incorporation and continuance of the Society is subject to the commitment of funding by the Ministry of Education, Skills and Training.

D. Performance of certain work

Unless mutually agreed otherwise by the affected local parties, when the Society secures contract training work for an institution with local parties to this Agreement, that work will be delivered by bargaining unit members of local unions at the institution.

4.02 Contracting out

A. Additional limitation on contracting out

In addition to, and without limiting, any provision in a local collective agreement, an institution covered by this Agreement will not contract out:

- (1) any work presently performed by the employees covered by a collective agreement which would result in the layoff of such employees; or
- (2) the instructional activities that are contained in the programs listed and/or funded in the approved annual institutional program profile and that are currently performed by bargaining unit employees.

B. Certain inter-institutional arrangements permissible

Despite any limitation in a local collective agreement, an institution covered by this Agreement may enter into arrangements to have instructional activities contained in the programs listed and/or funded in the approved annual institutional program profile performed by another institution covered by this Agreement provided it is performed by instructional bargaining unit employees in the receiving institution(s) who are covered by this Agreement.

Contract training work may also be moved between institutions which are party to this Agreement provided the work is done by instructional bargaining unit employees in the receiving institution(s).

C. Scope

Article 4.02 applies only to the employees included within the bargaining units covered by this Agreement.

5.00 Learner Access and Outcome Success

Decreasing resources and increasing demand for learner access require that the education community create efficiencies and promote new methods of appropriate and continuous learning in accessible learning environments.

The introduction of operational changes needs to be managed thoughtfully and to allow for creativity and leadership at the local institution and community while respecting the needs of employees and students.

5.01 Information technologies, instruction and learning

A. Objective

To enhance relevance and quality, access, flexibility, and affordability in post-secondary education, information technologies, such as real-time interactive video, e-mail, Internet-based instruction and other electronically based means for instruction and learning, can and should be applied to supplement class room based learning.

B. Uses of Information technologies

Information technologies can and should be used to:

- maintain and enhance the quality of education and educational support;
- increase access to education and learning by providing greater flexibility for students in relation to their location, schedules, employment status, financial resources, and style and pace of learning;
- provide greater flexibility and choice regarding educational delivery and methods of learning;
- deliver education and educational support more cost-effectively, where appropriate, consistent with relevance and quality;
- maximize access to and utilization of the existing educational capacity of institutions; and
- facilitate collaboration among institutions in achieving efficiencies across two or more institutions through activities such as shared courses.

C. Development and implementation strategies

The development and implementation of specific applications of information technologies to the delivery and support of educational programs should be subject to:

- consultation between the institution, the local union and the faculty in the subject or program in which the specific technological application is planned to occur;
- professional faculty determination of curriculum, subject to the institution's established curriculum-approval processes including the Education Council;
- consideration of the appropriateness of specific technologies and the need for face-to-face interaction or group activity for certain subjects and programs;

- provision of study opportunities, training, practise and orientation to instructors through the use of professional development funds;
- exploring partnerships among institutions to fund exploratory and innovative technologies; and
- pursuing measures to gain acceptance of new technologies by the community.

D. Agreement to increase some class size and facilitate full enrolment

1. Second to fourth year lectures, tutorials or seminars may be increased as follows:

- Where established enrolments is limited to a maximum of 35 students then:

One additional student may be added;
Up to 25% of students may be remote.

- Where established enrolments is limited to greater than 35 students but less than 70 students then:

Up to two additional students may be added;
Up to 40% of students may be remote.

- Where established enrolments is limited to a maximum of 70 students then:

Up to three additional students may be added
Up to 50% of students may be remote

2. E-mail may be substituted for "office hours" type of instructor contact for remote students at any level.

3. Inter-institutional agreements concerning shared courses shall be subject to mutual agreement among the participating institutions and Education Councils.

4. Unless otherwise agreed by local parties, first year and entry level classes will continue to be limited to current class size limits as provided in the collective agreements or as previously established by the institution. Nothing in this Agreement restricts the use of information technologies in these classes.

E. Technological change notice abridged to minimum in some cases

When the introduction of information technologies in the above noted circumstances does not result in the layoff of faculty or in the reduction in the established appointment levels of faculty, time lines for notice and implementation of technological change in the local collective agreement are amended for the duration of this agreement to provide for notice no greater than the notice required by section 54 of the *Labour Relations Code*.

If the introduction of the technological change, however defined in the local collective agreement or in its absence as provided by section 54 under the *Labour Relations Code*, results in a lay-off of faculty or a reduction in the established appointment level the provisions of the local collective agreement apply.

5.02 Access, flexibility, efficiency and productivity

The parties recognize that, to meet the goals of access, affordability and accountability in the context of shrinking public resources and increasing demand for access, all components of the provincial system must strive to be more accountable and cost effective.

Extensive employee and employer collaboration is required to ensure the quality, creativity and willing acceptance of initiatives intended to improve cost effectiveness.

The Parties understand that, consistent with the current Strategic Plan, the Ministry of Education, Skills and Training proposes to implement a system of funding incentives to meet the appropriate performance ranges of student full time equivalent capacity.

Specific strategies by which individual institutions will meet their access targets will be determined on a local institutional basis.

A. Efficiencies aid in increasing access

In this context, the parties agree as follows:

1. Upon ratification, each institution and local union will establish a local Joint Labour Management Committee. There may be one or more such joint committees at each institution as determined appropriate between the institution and the local unions.
2. The structure, composition and procedures of a Joint Labour Management Committee will be agreed to by the parties at each institution.
3. Within six (6) months of ratification of this Agreement, each Joint Labour Management Committee will undertake to identify the monetary savings which may be realized from efficiencies within its institution and which do not impact on collective agreements or result in the layoff of bargaining unit employees. A report on efficiencies identified, their potential monetary savings and the plans of action with respect to implementation will be filed with the JADRC and Ministry no later than March 31, 1997.

B. Access and increased student FTEs targets

The parties further agree that:

(1) during the academic year 1996/97 student FTEs may be increased by 1400 and an additional 200 FTEs, for a total of 1600, may be added through the use of information technologies under Article 5.01 of this Agreement; and

(2) during the academic year 1997/98 student FTEs may be increased by 1800 and an additional 500 FTEs, for a total of 2300, may be added through the use of information technologies under Article 5.01 of this Agreement.

C. Increased class size to achieve access targets and increase productivity

The increase in student FTEs will be allocated to institutions on a pro-rated basis. Increases in student FTEs will be calculated on the 1995/96 base of 77,000 student FTEs.

To accomplish these student FTE increases, class size limits may be increased for the purpose of meeting the targets.

For the purpose of determining adequate enrolment levels for course offerings, the threshold test will remain at the level established by the institution prior to an increase in student FTEs.

Immediately upon ratification, local parties will develop a plan to implement the allocated increase student FTEs.

If a dispute arises on the local implementation of the increased student FTEs, it will be referred to the JADRC as a Framework Agreement dispute for expeditious resolution.

Except for identification and implementation of efficiencies by the Joint Labour Management Committee, no further productivity gains through changes to local collective agreements will be sought in local collective bargaining during the term of this Agreement.

6.00 Commitment to Ongoing Employment

6.01 System wide Registry of laid off employees and job postings

A. Electronic Registry

The PSEA will establish and maintain a system wide electronic Registry of eligible employees and the necessary supporting data base.

B. Eligible Employees

Employees covered by this Agreement are eligible for listing on the Registry if they are:

1. Employees who have received notice of layoff or have been laid off since April 1, 1995 and are either

- (a) regular employees with one (1) FTE year of service; or

- (b) non-regular employees with two (2) or more FTE years of service accrued through working at fifty percent (50%) workload or greater.
- 2. Employees who meet the service requirements of 1(b) and have not had appointments renewed since April 1, 1995 are eligible for listing on the Registry.

These employees not eligible for listing on the Registry if they have had their employment terminated for just and reasonable cause, they have accepted early retirement or they have voluntarily resigned their employment.

C. Length of Listing

An employee listed on the Registry may continue to be listed until the earlier of obtaining equivalent employment as a result of being listed on the Registry or the expiration of the term of this Agreement.

D. Implementation

- 1. An employee applies for listing through his/her Employee Relations Department by completing the agreed form in Appendix A1.
- 2. The institution will immediately forward the completed form to the PSEA who will list eligible employees on the Registry.
- 3. Unions, employers and eligible employees have the right to access the information on the Registry through a designated computer terminal in any institution or through another computer.
- 4. A registrant is responsible to ensure the information on the Registry is current and to immediately notify the employer and the local union if s/he is no longer available for employment through the Registry.

E. Notice of Posting

- 1. Institutions are encouraged to use the Registry for the posting of all available positions.
- 2. Institutions will post on the Registry all faculty employment opportunities of half-time or more and longer than three months in duration that are available to applicants beyond those employed by the institution by completing the agreed form in Appendix A2.
- 3. Postings will be removed from the Registry one week after the closing by the institution that entered the posting.

F. Applying for Vacancies

1. It is the responsibility of employees listed on the Registry to inquire and apply for available positions.
2. Employees applying for a posted position in the manner prescribed by the posting institution must tell the institution at the time of application that s/he is a registrant on the Registry.

G. Rights for Employees on the Registry

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

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

H. Available Work

A registrant who accepts an offer of available work shall be entitled to a reasonable amount of orientation and/or training.

Registrants who are eligible for health and welfare benefits at the hiring institution shall have the waiting period(s) waived subject to carrier provisions.

All registrants who accept an offer of available work will have their seniority recognized at the new institution for all purposes other than severance accrual and subsequent layoffs. In the case of the hiring from the Registry of an instructor represented by the BCGEU into another bargaining unit represented by the BCGEU, s/he will have his or her seniority recognized for all purposes other than severance accrual.

I. Relocation Costs

Any relocation costs for successful registrants who change residence as a result of the hiring that are supported by proper proof of expenditures within ninety (90) days of commencing employment, will be paid by the hiring institution in accordance with its relocation policies and practices, if any, for the position for which the registrant was hired. If funding is available, the cost will be reimbursed to the hiring institution from the Labour Adjustment Fund.

J. Recall and Repayment

An employee hired from the Registry who is recalled by an institution and returns to work at that institution will repay all relocation costs received from the institution that hired him or her. Any requirement to make repayment of any severance payment received by him or her from the recalling institution is unaffected by this Agreement.

6.02 Program transfers and mergers

A. Notice of program transfer/merger

When one or more institutions covered by this Agreement decides to transfer or merge a program or a partial program and the transfer or merger will result in the transfer or layoff of one or more employees at one or more of the institutions, the institutions will provide written notice to the local union(s) as soon as possible, but in no event less than sixty (60) days prior to the date of transfer or merger.

B. Transfer/merger agreements

When notice is served, a committee composed of equal representation from each institution and each local union representing employees affected by the transfer or merger will be formed to negotiate a transfer/merger agreement.

The transfer/merger agreement will address all relevant matters and will be signed by each of the parties.

A copy of the agreement will be provided to each affected employee.

C. Disputes

Grievances arising prior to the transfer/merger date remain the responsibility of the sending institution.

If a dispute arises as a result of a program transfer/merger and/or its employees being transferred the matter will be referred to the JADRC for resolution.

6.03 Targeted labour adjustment

A. Values

The employers recognize that human resources are one of the most valuable components of the post-secondary education system.

The parties wish to maintain harmonious industrial relations among employers, employees and their unions.

The parties believe that voluntary, local solutions provide the best approach to accommodating and achieving labour force adjustments.

B. Employer commitments

It is agreed that the institutions will make every reasonable attempt to minimize the impact of funding shortfalls and reductions on their work force.

Subject to budgetary constraints and the amount of funding available for labour adjustments costs, fairness, flexibility and employee choice will prevail in the implementation of labour force adjustment strategies as approved by the institution.

It is incumbent upon institutions to communicate effectively with their employees and the unions representing those employees as soon as the impact of any funding reduction or shortfall or profile change has been assessed.

If a work force reduction is necessary, the Joint Labour Management Committee will canvass employees in the targeted area or other related areas over a fourteen (14) day period, or such longer time as the joint labour management committee agrees, to find volunteer solutions that provide as many viable options as possible and minimize potential layoffs.

C. Menu of labour adjustment strategies

To minimize layoffs, the following menu of labour force adjustment strategies will be considered, and whenever reasonably possible, offered by institutions at the appropriate time in the employee reduction process set out in each institution's local collective agreement(s).

1. Job sharing.
2. Reduced hours of work through partial leaves.
3. Transfers to other areas within the bargaining unit subject to available work and meeting qualifications, with minimal training required.
4. Paid and unpaid leaves of absence for use to seek alternate employment, pre-retirement adjustment, retraining, etc.
5. Voluntary severance with up to six months' severance payment.
6. Workload averaging.
7. Purchasing past pensionable service. If permissible, the employer will match a minimum of three years' contributions to the College Pension Plan where an employee opts for early retirement.
8. Combined pension earnings and reduced workload arrangements to equal 100% of regular salary.
9. Early retirement incentives pursuant to local collective agreements.

10. Agreed secondment.
11. Retraining.
12. Trial retirement.
13. Continuation of health and welfare benefits.
14. Combinations and variations of the above or other alternatives.

D. Layoffs may occur

Once strategies other than layoff have been explored, the institutions will proceed, if need be, to layoffs. For those affected by layoff, the provisions of the local collective agreement will apply and the system wide layoff Registry will be available.

E. No stacking of entitlements

While various options may be considered and offered, there will be no stacking of entitlements.

6.04 Labour Adjustment Fund

The parties agree to request the Ministry of Education, Skills and Training to establish a Labour Adjustment Fund to be administered by PSEA for the benefit of all employees and institutions covered by this Agreement.

The purpose of the fund is to accommodate the needs of employees and institutions in achieving targeted labour adjustments at an institution through cost sharing.

The Fund is to provide 50% of the cost of labour adjustment strategies up to the amount allocated to the Fund.

The parties recommend that the Ministry consult with them on the eligibility requirements for an institution to gain access to cost sharing from the Fund.

The compensation provided to an employee under this article will not exceed the severance provisions for the displacement of an individual as provided in the local collective agreement.

6.05 Future funding reductions that are likely to cause layoff

The parties recommend that at the time of any a future funding reduction in the total amount of the Base Operating Grant and other funding envelopes during the life of this Agreement that will likely result in layoffs at an institution beyond those contemplated by the terms of the Labour Adjustment Fund, the Ministry of Education, Skills and Training establish a special early retirement incentive fund to encourage voluntary early retirement at each institution consistent with its targeted needs.

The parties recommend that the Ministry consult with the parties about the application and administration of the fund.

The institutions and unions will jointly canvas each bargaining unit to identify strategies to minimize potential layoffs before affected employees may choose voluntary early retirement.

The purpose of the fund is to resolve downsizing problems when other solutions are unavailable or unlikely to resolve the problems within a reasonable time. Priority candidates for early retirement are likely to be employees employed at an institution where there is limited alternate employment and in circumstances where early retirement would assist in other voluntary reduction initiatives. When more than one employee qualifies for the early retirement incentive, candidates would be chosen on the basis of service seniority.

The parties recommend that eligible employees at each institute who opt for voluntary early retirement be able to choose to receive a lump sum payment from the special fund, or the equivalent in paid leave prior to retirement.

Eligible employees will not be permitted to stack the lump sum payment from this special fund onto existing early retirement plans under local collective agreements. They will be eligible for retirement provisions or allowances which would normally be afforded retirees.

7.00 Human Resource Practices and Support Structures

7.01 Labour relations database

The parties believe that their on-going and collective bargaining relationships can be enhanced through useful, timely and accessible data on relevant matters, including those listed below.

The parties agree to provide and support the accumulation and dissemination of available data to the Information Management Centre initiative proposed in the Ministry's March 11, 1996 "Strategies for British Columbia's College, Institute and Agency System." The parties may undertake joint projects for the comparative analysis of the data.

The parties recommend that the Ministry of Education, Skills and Training provide one-time funding to assist in the gathering of the data.

Health & Welfare:

- types of coverage
- participation rates
- premiums
- cost sharing
- commission costs
- available studies commissioned by Government agencies
re: comparative benefit analysis

- carrier contracts

Collective Bargaining

- salary information by classification
- demographics - age, gender, salary, placement, status
- collective agreements within system - disks
- pension plan participation rates

Contract Administration

- arbitration, Labour Relation Board and other decisions and costs thereof for the system
- local letters of understanding

7.02 System benefit administration

The Parties agree to work together to achieve competitive benefits that serve the interests of employees and institutions.

The PSEA will consult the JADRC regarding the development and implementation of system-wide efficiencies in the provision and administration of employee benefits.

7.03 Resolving jurisdictional disputes

The Jurisdictional Dispute Resolving Process in Appendix B will be used by all institutions and local unions covered by this Agreement for the duration of this Agreement.

7.04 Joint Administration and Dispute Resolution Committee

A. Formation and composition

A Joint Administration and Dispute Resolution Committee (JADRC) will be formed by the parties to this Agreement by July 15, 1996. The Committee will consist of four (4) representatives of the PSEA and four (4) representatives of the JUC.

B. Operation

The Committee will meet every two (2) months or as often as required to review outstanding matters. A quorum for making any decision must be a minimum of four (4) representatives with equal representation from PSEA and JUC. The Committee will establish its own procedures and protocols; however, decisions will be mutual decisions between the parties.

C. Purpose

The purpose of the Committee will be to assist the parties to this Agreement and local parties in the administration of collective agreements and resolution of disputes by:

- providing a forum for dialogue between the parties to this Agreement respecting issues impacting labour relations;
- resolving local disputes over the implementation of increases in class size to achieve local access targets and recommending resolutions for any other local dispute referred to it;
- appointing mutually agreed Umpires as needed for the operation of the Jurisdictional Disputes Resolution process at Appendix B to this Agreement; and
- developing strategies to reduce arbitration and related costs.

D. Functions

The functions of the Committee will be as follows.

(1) Framework Agreement Disputes

When the local parties identify an issue of dispute, they will attempt to resolve that issue locally on a without prejudice basis to this Agreement.

The process for dealing with unresolved disputes arising from the interpretation, application, operation or alleged violation of this Agreement will be as follows:

- (a) The dispute will be referred to the JADRC for a binding recommendation for settlement of the dispute within thirty (30) calendar days of referral.
- (b) If the dispute is not resolved by the JADRC making a binding recommendation, the matter will be referred to James Dorsey, or another mutually acceptable arbitrator, for resolution pursuant to the provisions of the *Labour Relations Code*. The arbitrator's fees and expenses will be borne equally by the parties to this Agreement. Recovery of such costs will be addressed by each party through its own process.
- (c) If a dispute over local implementation of the increased student FTEs or application of any aspect of this Agreement to parties at the Open Learning Agency is not resolved by the JADRC making a binding recommendation, the matter will be referred to James Dorsey for a final and binding decision. Mr. Dorsey will determine his own procedure and will have the option of seeking a mediated settlement. Mr. Dorsey's fees and expenses will be borne equally by the local parties.

(2) Interpretive Assistance - Local Agreements

Local parties may agree to jointly submit a brief statement of facts regarding the application, interpretation, operation or alleged violation of a local collective agreement.

The JADRC shall, within thirty (30) days of receipt of a statement of facts, submit a recommendation for resolution or refer the matter back to the local parties.

The referral of an issue in dispute to the JADRC does not suspend or delay the local grievance/arbitration or other process unless the local parties agree to such a delay or suspension pending a recommendation from the JADRC.

8.00 Compensation

Currently the instructional wage rate across the system varies from a low of \$36,336.00 to a high of \$64,318.00 within pay scales having from seven (7) to seventeen (17) steps. Until information is available from the data base initiative in this Agreement or other sources, accounting practices across the system do not enable the parties to identify and differentiate unit labour compensation.

The parties agree that a desirable framework goal is one common salary scale for all instructional faculty, counsellors, librarians, curriculum designers and any other designation currently compensated at the instructor's rate of pay.

Ultimately the entire compensation under each local collective agreement should incorporate and reflect compensation for comparable workloads and benefits.

Effective March 31, 1996 - An increase of 0.8%

All salaries will be increased by an amount established by applying 0.8% to the aggregate value of current salary and benefits, which benefits are valued at 16.5% of salary, less any previous salary increases for 1995/96.

No salary scale shall exceed \$64,318.00 - the current highest. Eligible employees will be paid the difference between \$64,318.00 and the 0.8% increase as a cash payment. This is to prevent an even greater spread between the highest and the lowest.

A pending arbitration to address a January 1, 1995 salary adjustment at BCIT between the local parties remains outstanding. The first 0.8% of any increase under that arbitration is to be treated as the March 31, 1996 increase of 0.8% under this Agreement. If that award results in one or more salary steps in excess of \$64,318.00, they will be red circled.

Effective April 1, 1997 - Achieving a common salary scale

The Rules

1. A fourteen step salary scale will replace all existing salary scales for all instructional faculty, counsellors, librarians, curriculum designers and any other designation currently compensated at the instructors' rate of pay in all collective agreements at all institutions party to this Agreement.

2. No employee's salary will be reduced as a result of implementation of the new scale.
3. The increment anniversary date on the new common scale for employees at the top step of their current salary scale on the implementation date at their institution will be twelve calendar months from the date of the implementation. All other employees will maintain their existing increment anniversary dates.
4. Requirements and restrictions on placement and progression on the salary scale under local collective agreements are not intended to be altered by the creation and implementation of a new common salary scale, but may have to be modified by agreement of local parties to account for the new common scale.
5. A system wide increase equal to 1.8% of compensation will become effective in 1997/98. This amount represents a general increase consistent with other public sector settlements plus shared productivity from employee participation in achieving increased efficiencies and collective agreement changes that enable increased student access through increased class size and topping up classes using information technologies. All of these are contained in this Agreement.

The Unresolved Problem

Creating a common salary scale for twenty seven collective agreements at twenty one institutions, with their disparate histories, is a formidable task. The parties were unable to generate the data to enable accurate modelling that could be given close technical scrutiny.

This change is one that will set an entirely new course for an indeterminate period of time and an error at the point of launching the new scale could have exaggerated adverse consequences in the near future for either of the parties, those they represent, the public and the future of these discussions.

The establishment of the new scale must be done correctly. Adequate time must be taken to do it correctly.

Knowing what population of employees will be covered by the new scale is an important element in doing it correctly. Unfortunately this makes ratification somewhat of a leap of faith - as is starting off on most major new directions.

Moving to a common fourteen step salary scale in 1997/98 requires that two significant variables and cost drivers be identified. They are the dollar amount of the top step and the size of the increment steps.

Containing costs at each institution in 1997/98 to 1.8% can be easily achieved by staggering implementation dates at the institutions throughout 1997.

While staggered implementation contains the actual 1997/98 cost, it produces disparate annualized costs among the institutions in the following years.

Freezing or delaying increments, particularly for those at the higher steps, can temporarily lessen the annualized cost while still helping lesser paid employees to progress.

Ensuring that each employee receives a minimum payment at the initial transition to the common scale can assist in easing any adverse consequences, like delayed increments. Depending on the amount, it can also affect the maximum in the scale or the size of the step increments.

Diverting money to adjust the salary scales or rates of other full time or part time employees will impact the two key variables of maximum step amount and increment size in the common scale.

The same consequence can flow from removing or modifying requirements and restrictions on placement and progression through the common salary scale.

How much the annualized cost at each institution and across the system in 1998/99 and 1999/2000 exceeds 1.8% is a function of four key variables - the amount of the maximum step; the size of the increment step; the distribution of the employees across the new scale; and the timing and extent of their progression through the scale.

The parties do not have the institutional specific data that enables them to accurately project the costs of their respective proposals into 1998/99 and 1999/2000. This is necessary to be able to design a common salary scale with confidence that, on full implementation, has an annualized cost in 2000/2001 that does not exceed 101.8% of the 1996/97 cost plus \$3 million. This was the commitment that the parties made to each other in the April 26 memorandum of understanding. They accepted that the scale, once set within these constraints, could be renegotiated in 1998.

The Solution

Working with the five Rules stated above and using a maximum step amount no higher than \$64,318.00 and no lower than \$60,500.00, the parties will design a salary scale.

The method for determining its annualized cost in 1999/2000 will be as follows:

1. Using the costs for 1996/97 for all the parties who have ratified this Agreement calculate the 1.8%.
2. Using current salary scales, employee populations, increment anniversaries (without delays) and, based on past experience, assuming any probable changes through progression, retirement, resignation and so on for all the parties who have ratified this Agreement, determine the cost for 1998/99.
3. Using the proposed scale maximum and increment steps, transfer employees to the proposed scale and make the expected progressions through the scale to 1999/2000 based on past experience with retirements, resignations and so on. Then cost for 1999/2000.

4. The difference between the base cost (#1) and the increase of the 1999/2000 cost (#3) over the 1998/99 cost (#2) must be no greater than \$3 million.

Time for final resolution

The earliest that the common salary scale could be implemented at any institution is April 1, 1997.

The parties are to reach agreement on the common salary scale and all related compensation aspects by October 11, 1996. If they are unable to resolve all aspects, then the matter will be referred immediately to James Dorsey for final and binding decision to be rendered no later than December 13, 1996. Mr. Dorsey will determine his own procedure. He will have the option of seeking a mediated settlement and engaging expert technical assistance. His fees and expenses will be borne equally by the parties.

9.00 Ratification and Effect of Ratification

1. Each party will submit this Agreement for ratification by their principals.
2. Ratification by each institution and local union will be completed by June 14, 1996.
3. Upon ratification by both local parties to a collective bargaining relationship or collective agreement, this Agreement will come into full force and effect for the bargaining unit. Collective bargaining between an institution and local union on all monetary issues and workload changes, to the extent to which they have a monetary impact, ceases upon ratification of this Agreement.
4. Ratification by an institution and local union amends the terms and conditions of their collective agreement to the extent necessary for the full implementation of the terms and conditions of this Agreement except where specific exceptions or exemptions have been included in this Agreement.
- 5(a) Notwithstanding ratification and subject to (b) and (c) and 7 below, local parties retain full rights to bargain collectively any provisions not covered by this Agreement.
 - (b) During the term of this Agreement all disputes over unresolved terms in collective bargaining must be either left unresolved until the expiration of the term of this Agreement or submitted by either party for final and binding interest arbitration by James Dorsey, who will have the option of seeking a mediated settlement.
 - (c) The local parties may agree to the procedures for, or method of, interest arbitration. In the absence of local party agreement, Mr. Dorsey will determine his own procedure. His fees and expenses will be borne equally by the local parties.
6. Retroactive operation of any provisions of this Agreement must be as stated within the body of this Agreement.

7. This Agreement may only be amended by the written agreement of the PSEA and the JUC.
8. Upon ratification by the local parties at the Open Learning Agency they will determine how this Agreement applies to its unique circumstances. If a dispute arises between the local parties, it may be referred by either party to the JADRC as a Framework Agreement dispute.

10.00 Term

This agreement will remain in effect until March 31, 1998.

Either party may give notice to the other to commence discussions for a renewal of this Agreement not later than December 31, 1997.

**APPENDIX A1
POST SECONDARY EMPLOYERS' ASSOCIATION LAY-OFF REGISTRY FORM 001**

0. (for PSEA use only:)
 1. College or Institute:
 2. Registrant:
 3. Service Date (length of service):
 4. Program/Area:
 5. Date of Lay-off Notice:
 6. Date of Availability/Lay-off:
 7. Registrant electronic Resume available at:
-

College Personnel Contact Person:

College Personnel Contact phone number:

Bargaining Unit Contact Person:

Bargaining Unit Contact phone number:

Information Release Waiver for the purposes of the *Freedom of Information and Protection of Privacy Act*

I agree that the above personal information including my resume (if available) can be made available to prospective Institutional employers and union via the internet or other means.

Signature of Registrant

Date

APPENDIX A2
POST SECONDARY EMPLOYERS' ASSOCIATION POSTING REGISTRY FORM 002

0. (For PSEA use only)
1. College and Location
2. Job Title
3. Area/ Program/ Discipline(s)
4. Job Description
5. Start Date
6. Close Date
7. Contact Person and Address

APPENDIX B
JURISDICTIONAL DISPUTE RESOLVING PROCESS

A. Preamble

The purpose of this Agreement is to establish a jurisdictional dispute resolution process which is equitable, expeditious and reflects the desire of the Parties to promote effective working relationships.

The parties agree that the following process will be used in the event of a dispute respecting the appropriateness of a bargaining unit placement where the institution introduces a new position or significantly revises an existing position.

B. Process

1. When requested, the institution will provide a bargaining unit position or job description to the union(s) certified at the institution. The union may request such things as a draft job posting, job description, course outline, organizational chart, and other relevant information. The institution will make every reasonable effort to respond to the request within seven (7) days of receipt of the request, but not later than thirty-one (31) days of receipt of the request.
2. For a new position or when a significant change has occurred, a local party may request a meeting pursuant to 3 below, to resolve any dispute which may arise concerning the appropriateness of bargaining unit placement.
3. When requested, the local parties will meet within twenty-one (21) calendar days. Every effort will be made to reach agreement on the appropriate bargaining unit placement.
4. When there remains a dispute a local party may refer the matter within thirty (30) calendar days to a Jurisdictional Assignment Umpire it selects from a list of Umpires appointed by the JADRC.
5. The referral will include a brief outline of the particulars of the dispute, a summary of the party's position on the matter and copies of documents upon which the party intends to rely. A copy of the referral and documents will be sent to each union certified and the institution.
6. The Umpire will convene a hearing within twenty-one (21) days receipt of the initial referral.
7. The Umpire will direct an exchange of particulars and documents upon which the parties intend to rely no later than seven (7) days prior to a hearing in to the matter.
8. The hearing will be expedited in all respects and conducted on an informal basis.
10. The expenses and fees of the Umpire will be borne equally among the parties involved in the dispute.
11. In determining the appropriateness of bargaining unit placement, the Umpire shall consider:
 - job elements;
 - past practise;
 - impact on industrial relations;
 - community of interest;
 - employee preference, fairness and equity;
 - certification definition(s);
 - and such other factors as deemed appropriate by the Umpire.
13. The Umpire will render a decision within twenty-one (21) days after the conclusion of the hearing.
14. The parties will accept the decision as final and binding on each of them.