

Emily Carr Institute of Art and Design

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PARTIES

THIS AGREEMENT IS BETWEEN THE EMILY CARR INSTITUTE OF ART AND DESIGN ("the **Institute**") AND CUPE LOCAL 15, VANCOUVER MUNICIPAL EDUCATION AND COMMUNITY WORKERS ("the Union").

1.0 TERM OF AGREEMENT

1.0.1 This Agreement will be for a term of twenty-four (24) months from **April 1, 1996 to March 31, 1998**, both dates inclusive.

1.0.2 The Agreement, including all schedules, appendices, letters of agreement or other attachments will continue in full force and effect, following the expiry date, until:

- the Union commences a lawful strike, or
- the **Institute** commences a lawful lockout, or
- the Union and the **Institute** enter a new or amended Agreement.

1.0.3 The application of Sections 50 (2) and (3) of the Labour Relations Code is excluded from this Agreement.

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2.0 DEFINITIONS AND COVERAGE FOR EMPLOYEE BENEFITS

2.1 Definitions

2.1.1 "**Institute**" means the Board of Governors of the Emily Carr **Institute** of Art and Design.

2.1.2 "**Institute** President" means the appointed Chief Executive Officer of the Emily Carr

Institute of Art and Design.

2.1.3 "Union" means **CUPE Local 15, Vancouver Municipal Education and Community Workers**.

2.2 Permanent Employee

A permanent employee is one who has been appointed to permanent staff by the **Institute** following the successful completion of the probationary period as provided for in Clause 2.3. A permanent employee is entitled to all employee benefits provided by this Agreement.

2.3 Probationary Employee

2.3.1 A probationary employee is one who is engaged for a probationary period of six (6) working months to determine competence and suitability for a permanent position. A probationary employee will not be placed on the permanent staff until the appointment is approved by the **Institute**.

2.3.2 The employment of a probationary employee can be terminated at any time during the probationary period without notice, subject to the grievance procedure.

2.3.3 A probationary employee is entitled immediately upon being hired to the following employee benefits, as provided for in the appropriate clauses:

- Annual Vacations (Clause 10.1)
- General Holidays (Clause 10.4)
- Health Insurance (Clause 10.8)

2.4 Temporary Employees and Positions

2.4.1 A temporary position is a position which is expected to last for a specified term exceeding three (3) continuous months. Temporary positions may be extended, subject to other provisions in this Agreement.

2.4.2 Mutual agreement of the Union and the **Institute** is required for the creation of all temporary positions which will exceed one (1) year except those created due to a leave allowed by this Agreement.

2.4.3 An employee hired to a temporary position will be referred to in this Agreement as a temporary employee.

2.4.4 The first 850 hours of service as a temporary employee will be considered a probationary period. The employee's status will remain temporary upon completion of this period.

2.4.5 A temporary employee who has completed the probationary period and who is appointed on a permanent basis to the same position will not have to serve another probationary period.

2.4.6 A temporary employee who has not completed the probationary period and who is

appointed on a permanent basis to the same position without a break in service will have the probationary period reduced by the number of hours worked.

- 2.4.7 A temporary employee who has completed a probationary period and who is appointed on a permanent basis to a different position will be required to complete a three (3) month trial period in the new position (see Clause 18.3 Promotion or Transfer). If the appointment is not confirmed, reversion to previous work will depend on such work being available.
- 2.4.8 A temporary employee, upon appointment to permanent staff, will be placed on the seniority list with an adjusted start date based on full time equivalent service in the bargaining unit (see also Clauses 15.2 and 15.3).
- 2.4.9 A temporary position which has lasted twelve (12) months and is expected to continue will be made permanent and be posted.
- 2.4.10 A temporary employee who has completed 850 hours of service will be entitled to twelve percent (12%) of gross salary in lieu of benefits including:
- Deferred Savings, Clause 10.7
 - Health Insurance, Clause 10.8
 - Group Life Insurance, Clause 10.10
 - Gratuity Plan, Clause 10.12
 - Dental Plan, Clause 10.13
- 2.4.11 A temporary employee who has:
- Completed one (1) continuous year of service averaging twenty-one (21) hours per week or more over the year, and
 - Who is continuing in a position averaging twenty-one (21) hours per week or more, will have the option of continuing to receive twelve percent (12%) of gross salary in lieu of benefits or of receiving the benefits listed in Clause 2.4.10. Temporary employees will only be entitled to single coverage for Health Insurance (excluding optical) and the Dental Plan (Plan A only). Temporary employees will be entitled to the Gratuity Plan only for full quarters worked. The election to receive benefit coverage must be made during the twelfth (12th) month of employment and may not be revoked thereafter.
- 2.4.12 Temporary employees who are appointed to positions of one (1) continuous year or more will be entitled to participate in Clause 8.2, Flex Time, for periods of complete continuous years only.
- 2.4.13 A temporary employee who has completed 850 hours will receive an increment step increase.
- 2.4.14 Temporary employees will receive additional increment increases on the completion of each additional 1700 hours of service or one (1) additional year, whichever is greater, until they reach the top step.

- 2.4.15 Temporary employees appointed to permanent positions who are at Step 2 or higher will have their next increment date based on a year from the date they were made permanent, less an adjustment to recognise the hours worked as temporary employees.

$$\text{Example: } \frac{\text{Hours since last increment} \times 52 \text{ weeks}}{1700 \text{ hours}} = \text{Adjustment in weeks}$$

- 2.4.16 For temporary employees, 1700 hours of service will equal one (1) year of service for vacation entitlement (see Clause 10.1, Annual Vacation). Vacation pay will be calculated on the basis of seven (7) hours of vacation entitlement equals four tenths of one percent (0.4%) of salary.
- 2.4.17 At the time of employment and annually after that, temporary employees can elect to either receive vacation pay as calculated above or paid vacation time. Employees who elect paid vacation time and who are unable to schedule such vacation prior to the expiry of their appointment will be entitled to receive vacation pay on their final pay cheques.
- 2.4.18 Temporary employees will be entitled to the Christmas Break (Clause 10.3) provided they are scheduled to work up to the break. The break will be prorated by straight time earned in the calendar year divided by 1785.
- 2.4.19 Temporary employees will be paid for all general holidays that fall within their assignments.
- 2.4.20 Temporary employees will be credited with ten (10) days sick leave after the completion of each 850 hours of service. Sick leave may be accumulated to a maximum of 261 days. Temporary employees are not entitled to the sick leave provisions in Clause 10.5, Sick Leave.
- 2.4.21 For the purposes of sick leave, a day is a day, even if less than seven (7) hours and paid only for the days an employee is scheduled to work.
- 2.4.22 Temporary employees may be advanced up to five (5) days of sick leave but if they cease employment before earning it back, the advance will be deducted from their final pay cheques.
- 2.4.23 Any accrued sick leave at the conclusion of a temporary appointment may not be carried over to another temporary appointment, if there is a break in service.
- 2.4.24 Temporary employees will be entitled to Emily Carr Courses (Clause 16.2.1).
- 2.4.25 Temporary employees are entitled to a minimum of two (2) weeks' notice if they are laid off from their position prior to the prescheduled end, including any extensions. Temporary employees filling positions of uncertain duration, such as sick leave replacements, will not be entitled to lay-off notice when the regular incumbents return.
- 2.4.26 Temporary employees who have completed one (1) continuous year of service will be entitled to the provisions of Clause 13.3, Severance Pay, if they are laid off from their

position prior to the pre-scheduled end, including any extensions. Temporary employees hired for a position of uncertain length such as sick leave replacement will not be entitled to Severance Pay.

2.4.27 A temporary employee who has completed the 850 hour probationary period and is a current employee of the **Institute** will have preference over outside applicants for vacancies, but permanent employees will have preference over them.

2.5 Casual Employees and Positions

2.5.1 An employee hired on an on-call basis or hired in a position expected to last less than three (3) months will be referred to in this Agreement as a casual employee.

2.5.2 Casual employees who have completed 850 hours of service will receive twelve percent (12%) of gross salary in lieu of benefits including:

- Sick Leave, Clause 10.5
- Deferred Savings, Clause 10.7
- Health Insurance, Clause 10.8
- Group Life Insurance, Clause 10.10
- Gratuity Plan, Clause 10.12
- Dental Plan, Clause 10.13

2.5.3 A casual employee who has completed 850 hours of service will receive an increment increase.

2.5.4 Casual employees will receive additional increment increases on completion of each additional 1700 hours of service or additional one (1) year, whichever is greater, until they reach the top step.

2.5.5 Casual employees appointed to permanent positions who are at Step 2 or higher will have their next increment date based on a year from the date they were made permanent, less an adjustment to recognize the hours worked as casual employees.

$$\text{Example: } \frac{\text{Hours since last increment}}{1700 \text{ hours}} \times \frac{52 \text{ weeks}}{\text{in weeks}} = \text{Adjustment}$$

2.5.6 Casual employees will receive vacation pay on each pay cheque. Vacation pay will be calculated on the basis of seven (7) hours of vacation entitlement equals four-tenths of one percent (0.4%) of salary (see Clause 10.1, Annual Vacation).

2.5.7 Casual employees are not entitled to any pay related to the Christmas Break, Clause 10.3.

2.5.8 Casual employees will be paid four and four-tenths percent (4.4%) of gross pay in lieu of paid general holidays, Clause 10.4.

2.5.9 Casual employees will be covered by the provisions of Clause 18.4, Rehiring, if called back for additional casual work or if appointed to temporary positions.

2.5.10 Casual employees who work for more than three (3) continuous months will automatically become temporary employees and will be covered by Clause 2.4, Temporary Employees and Positions.

2.6 Creation of Permanent Part-Time or Term Positions

2.6.1 Permanent part-time or term positions may be created by mutual agreement of the **Institute** and the Union.

2.6.2 Where the **Institute** proposes a new permanent part-time or term position, it will provide in writing to the Union, with copies to the shop stewards:

- the basis for its proposal, and
- a history of the work, and
- the names of any current or previous employees who do or have done similar work, and
- a statement of any anticipated impact on existing positions.

2.6.3 If the information supplied is seen as inadequate by the Union, the **Institute** will be contacted for clarification or additional information.

2.6.4 The Union will reply in writing within twenty (20) working days of receipt of the request, either agreeing or not agreeing. If the Union does not agree, the reasons for the disagreement will be included.

2.6.5 In the event that no written response is received, the Union will be deemed to have agreed to the proposal.

2.6.6 If there is disagreement, the **Institute** may require a meeting within ten (10) working days of receiving the Union's reply to discuss the matter.

2.6.7 The Union will be fair and reasonable in exercising its rights under this Clause.

2.6.8 Term positions will be used as a preferred alternative to temporary positions, and not to reduce the number of twelve (12) month positions.

2.7 Permanent Part-Time Employees and Positions

2.7.1 With the agreement of the employee, the **Institute** may permanently increase the hours of a position by up to twenty-five percent (25%) within the daily and weekly maximums. An increase of more than twenty-five percent (25%) requires agreement of the Union, except where the increase is to full-time.

2.7.2 If a position is increased by more than twenty-five percent (25%) or to full-time, the position will be reposted to allow senior employees to apply.

2.7.3 Annual vacation entitlement (Clause 10.1), Sick Leave (Clause 10.5), gratuity accrual (Clause 10.12) and Christmas Break (Clause 10.3) will be prorated according to the regular hours of work divided by 1820 hours. Regular hours of work means all scheduled hours of

work, excluding overtime, plus all paid leave.

2.7.4 A permanent part-time employee whose normal working hours are fifty percent (50%) or less will not be eligible to participate in the Municipal Pension Plan unless allowed under the Pension (Municipal) Act.

2.7.5 When a holiday under Clause 10.4, General Holidays, falls on a day employees would otherwise work, they will be paid for their regular hours for that day. If a general holiday falls on a day when they would not otherwise work, they will be paid on a prorated basis of full-time equivalent hours.

2.8 Permanent Term Employees and Positions

2.8.1 Where a term position is established on a part-time basis, the same rules applicable to changes in a permanent part-time employee's hours will apply (see Clauses 2.7.1 and 2.7.2).

2.8.2 Term employees and positions will normally be scheduled for:

- all of September, October, November, January, February and March, and
- to the end of classes in December, and
- to the end of classes in April, and
- additional days immediately prior to or immediately following classes, as may be added with agreement of the employees.

2.8.3 Term employees will be considered to be temporarily laid off during the designated break periods as specified in their appointment letters without bumping or severance pay rights. If term employees are not returned to work at the end of the prescribed break periods, they may exercise full rights under Clause 13.0, Layoff, Recall and Severance Pay, and any related clauses.

2.8.4 During the normal layoff period term employees will continue to be covered by all provisions of the Agreement but will not receive salary or paid leave.

2.8.5 During the normal layoff period term employees will be eligible to participate in all **Institute** benefit plans. Arrangements may be made to deduct amounts from their salary during the working period sufficient to cover their normal share of benefit premiums over the layoff period.

2.8.6 If the break period from the end of classes in April to the beginning of classes in September is extended, term employees may continue to be covered by all benefits provided they pay the full cost of the premiums.

2.8.7 Subject to Clause 2.8.8, term employees are entitled to all general holidays with pay (Clause 10.4) that fall between September 1 and April 30. They will be paid four and four-tenths percent (4.4%) of gross pay in lieu of paid general holidays for time paid between May 1 and August 31.

2.8.8 Part-time employees will be paid for general holidays during their term as provided for in Clause 2.7.5.

- 2.8.9 Annual vacation entitlement (Clause 10.1), Sick Leave (Clause 10.5) and gratuity credits (Clause 10.12) will be pro-rated for term employees according to the regular hours of work during the year divided by 1820 hours. Regular hours of work means all scheduled hours of work, excluding overtime, plus all paid leave.
- 2.8.10 Christmas Break (Clause 10.3) will be pro-rated for term employees according to the percentage of full-time weekly hours they regularly work.
- 2.8.11 Each year of term employment will count as one (1) year for the purpose of increments, seniority and vacation entitlement.
- 2.8.12 Term employees will elect at the beginning of the term to take their vacation entitlement:
- as additional money on each pay cheque, or
 - as a lump sum payment on an agreed date, or
 - as paid leave, subject to the operational requirements of the **Institute** and provided the employees do not have to be replaced.
- 2.8.13 Term employees who elect paid vacation time and are unable to schedule the vacation before the end of their term, can elect to be paid for the vacation at the end of the term or to carry the vacation over for the remainder of the calendar year. If they are unable to schedule the vacation before the end of the calendar year, they will be paid for it.
- 2.8.14 Term employees will not participate in the Flex Time Plan, Clause 8.2.
- 2.8.15 Term employees will have the option of participating in the Municipal Pension Plan, subject to pension legislation.
- 2.8.16 The **Institute** may change a term position to a twelve (12) month position provided that:
- the position is reposted for application by senior employees, and
 - a minimum of three (3) months' notice of the change is given to the incumbent.
- 2.8.17 Term employees may qualify to receive **Employment Insurance Benefits** during their periods of layoff, subject to **Employment Insurance** regulations.

2.9 Access to Additional Casual Work for Permanent Employees

- 2.9.1 Except as provided for in Clause 21.15, Early Return from Leave, the **Institute** will contact, in order of seniority, permanent part-time or term employees to offer additional casual work for which they are qualified provided there is no requirement for the **Institute** to change shift schedules.
- 2.9.2 If the casual work is to commence within two (2) weeks, the **Institute** will make one (1) phone call to an employee. If an employee cannot be contacted or is not available, the **Institute** will move to the next name on the list. If a qualified employee is going to be at work within five (5) days of the casual work starting, the **Institute** will contact the employee

in person, rather than by phone.

- 2.9.3 If the casual work is to commence in two (2) weeks to four (4) weeks, the **Institute** will attempt to contact an employee by phone. If the **Institute** cannot contact an employee within two (2) days or if the employee is not available, the **Institute** will move to the next name on the list. If a qualified employee is going to be at work within five (5) days of the **Institute** becoming aware of the casual work, the **Institute** will contact the employee in person, rather than by phone.
- 2.9.4 If the casual work is to commence in more than four (4) weeks, the **Institute** will send a voice mail message to an employee currently at work or will send a letter to an employee not currently at work. If the employee does not respond or does not accept the work within seven (7) days of the message or letter being sent, the **Institute** will move to the next name on the list.
- 2.9.5 Employees interested in additional work must inform the Human Resources Department in writing of the times they are available.
- 2.9.6 Employees must inform the Human Resources Department in writing of improved qualifications and of their current address and telephone number.
- 2.9.7 Additional hours, beyond employees' normal schedules, will not be considered overtime, unless their daily hours exceed seven (7), their weekly hours exceed thirty-five (35) or they work in excess of five (5) days in a week.
- 2.9.8 Employees who work additional hours in the same classification that they regularly work will be paid their regular hourly rate for all hours worked plus four and four-tenths percent (4.4%) in lieu of general holidays, and vacation pay based on their length of service. They will also receive Deferred Savings (Clause 10.7) and Gratuity Plan (Clause 10.12) for their additional hours.
- 2.9.9 Employees who work additional hours in a different classification than they regularly work will be paid the hourly rate for that classification plus four and four-tenths percent (4.4%) in lieu of general holidays. Step placement **on the scale** and vacation pay **shall be according to the employee's length of service with the Institute**.
- 2.9.10 In accordance with existing pension legislation, if employees are contributors to the Municipal Pension Plan, all hours, excluding overtime, are pensionable and will contribute to pensionable service.

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3.0 RIGHTS OF MANAGEMENT

Any rights of Management which are not specifically mentioned in this Agreement and are not contrary to its intention will continue in full force and effect for the duration of this Agreement. The exercise of management rights will be fair, reasonable, and without discrimination.

4.0 UNION SECURITY

4.1 Union Membership

Employees who are now members of the Union will remain members as a condition of employment. New employees will apply for membership in the Union within thirty (30) days of employment and will maintain their membership as a condition of employment.

4.2 Union Insignia

4.2.1 A union member will have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the **Institute** President a union shop card (when available) for each of the **Institute's** places of operation covered by this Agreement, to be displayed on the premises. The card will remain the property of the Union.

4.2.2 The recognized insignia of the Union will include the designation "signatory initials/ **CUPE 15, VMECW**". This designation will, at the member's option, be placed below the signatory initials on typewritten correspondence.

4.3 Picket Lines

Employees will not be disciplined by the **Institute** for respecting a legal picket line established by a Labour Union or Association. Where employees refuse to cross a picket line at their normal place of duty, they will be considered absent without pay.

4.4 Checkoff

4.4.1 In accordance with the provisions of Section 16 of the Labour Relations Code, the **Institute** will deduct from the wages of any employee covered by this Agreement, union dues and assessments levied in accordance with the bylaws of the Union. For new employees, these deductions will commence on their first day of employment.

4.4.2 Employees will complete an authorization form allowing the deduction of dues from their wages.

4.5 Union Leave

4.5.1 Except as otherwise provided for in this Agreement, Union business will not be conducted on **Institute** time.

4.5.2 Permission will be granted for up to four (4) members of the Bargaining Committee of the Union to leave their employment temporarily for the purpose of collective bargaining with the **Institute**. This leave will be without loss of pay for three (3) members, and the fourth, if required, will be subject to the payback system.

4.5.3 The payback system will be applied to preparation time for collective bargaining.

4.5.4 A grievor and a shop steward will be entitled to up to one (1) hour without loss of pay to prepare for Step 1 grievance meetings. Scheduling of this time will be arranged with the appropriate supervisors, who will take into consideration the needs of the departments.

- 4.5.5 A grievor will be entitled to attend meetings at any step of the Grievance Procedure (Clause 6.0), including arbitration hearings, without loss of pay. Except as provided for in Clause 4.5.4, the payback system will apply to preparation meetings between the grievor and the Union on **Institute** time.
- 4.5.6 A shop steward directly involved will be entitled to attend meetings at any step of the Grievance Procedure, including arbitration hearings. Except as provided for in Clause 4.5.4, attendance at any meetings outside of Steps 1 and 2 of the grievance procedure will be subject to the payback system, unless the attendance is required by the **Institute**.
- 4.5.7 Time off without pay will be granted to official representatives of the Union when it becomes necessary to transact business in connection with matters affecting members of the Union.
- 4.5.8 Every reasonable effort will be made to accommodate Union leave for other bargaining unit members, upon request by the Union to the **Institute** President.
- 4.5.9 When employees are on Union leave without pay and the payback system applies, the employees concerned will continue to receive their normal pay and benefits, and the Union will reimburse the **Institute** for their wages.
- 4.5.10 Employees elected to full time Union office will, upon two (2) months advance application in writing to the **Institute** President, be granted leave of absence without pay and will continue to accumulate service for vacation entitlement and seniority and any other benefit related to length of service. Employees should apply for this leave in advance of actually being elected to provide the greatest possible notice if elected.

4.6 *Union Activity*

There will be no discrimination against any employee because of membership or activity in the Union or for the exercise of rights, privileges and benefits provided by this Agreement.

4.7 *Shop Stewards*

- 4.7.1 Where operational requirements permit, a shop steward will be given reasonable time off with pay to acquaint each new employee with the benefits and obligations of Union membership.
- 4.7.2 The Union will notify the **Institute** of its list of **Institute** shop stewards and will advise the **Institute** of any change to that list.
- 4.7.3 The **Institute** will make available private space to accommodate meetings between a Union representative and individual members.
- 4.7.4 The **Institute** agrees that it is desirable for the Union to have reasonable office space on the **Institute's** premises. However, at the current time space is unavailable to

accommodate this request. The Institute agrees to make reasonable efforts to provide office space as soon as feasible. The Union acknowledges that delivery of Institute educational programs has priority for available space.

4.8 Membership Information

If the Union writes to the **Institute** requesting membership data information, the **Institute** will provide to the Union all of the information that is available from the **Institute's** records and will establish a system for updating and maintaining that information at intervals that are consistent with the **Institute's** system.

4.9 Financial Information

Upon request, the **Institute** will provide the Union with all financial information required to be made available under applicable legislation.

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5.0 JOINT CONSULTATION COMMITTEE

5.0.1 A joint consultation committee will be established to consult about issues relating to the workplace that affect the parties or any employee bound by this Agreement.

5.0.2 The Union will be represented on this committee by a Staff Representative and either its shop stewards or its Bargaining Committee, as required.

5.0.3 The consultation committee will meet quarterly and at the request of either party. The agenda will be prepared at least one (1) week in advance of each meeting.

5.0.4 The purpose of the consultation committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.

5.0.5 The committee will not deal with violations of the Agreement which will be dealt with through the Grievance Procedure (Clause 6.0).

5.0.6 When necessary and subject to the provisions of Section 54 of the Labour Relations Code, the committee will attempt to develop an adjustment plan (see Schedule I2). If the provisions of Section 54 of the Labour Relations Code are amended, the Agreement will be amended accordingly.

5.0.7 The parties may jointly apply to the associate chair of the Mediation Division of the Labour Relations Board to appoint a facilitator to the committee to assist in developing a more cooperative relationship between the parties.

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6.0 GRIEVANCE AND ARBITRATION PROCEDURE

6.1 *Grievance Procedure*

6.1.1 The Grievance Procedure is designed to deal with the substantive issues of a grievance on a timely basis.

6.1.2 Any differences concerning the dismissal, discipline or suspension of an employee or the interpretation, application, or operation of this Agreement, or any alleged violation of this Agreement, or any questions as to whether any matter is arbitrable, will be handled without undue delay, or stoppage of work in the following manner.

6.2 *Step 1*

6.2.1 Initiation of a grievance will be in writing and forwarded to the Coordinator of Human Resources and to the Union indicating the nature of the grievance. An attempt to settle the difference will be made by the grievors involved and/or a shop steward or other Union Representative and the Coordinator of Human Resources or designate, alone or with any other chosen person.

6.2.2 The grievance will be initiated within fifteen (15) working days from the event giving rise to the grievance or within fifteen (15) working days of the date when the grievors became aware of the incident.

6.2.3 The grievance meeting will occur within ten (10) working days of receipt of the grievance.

6.2.4 A response will be made in writing within ten (10) working days of the meeting to the grievors, Union Representative and shop steward if involved.

6.3 *Step 2*

6.3.1 If the dispute is not resolved at Step 1, the party responsible for initiating the grievance has ten (10) working days from receiving the decision at Step 1 to advance the grievance. Notice of advancement must be in writing and forwarded to the Coordinator of Human Resources and to the Union.

6.3.2 Within ten (10) working days of receiving the request to proceed to Step 2, the Vice President Finance and Administrative Services, alone or with any other chosen person, and a Union Representative, along with the grievor and one (1) shop steward, if involved, will meet to attempt to resolve the dispute.

6.3.3 The **Institute** will provide a written reply to the grievance within ten (10) working days of the Step 2 meeting.

6.4 *Step 3 - Investigator*

6.4.1 At the option of either party Step 3 may be bypassed.

6.4.2 Should no settlement have occurred at Step 2 the grievance may be referred to a single "Investigator" within twenty (20) working days from the receipt of the Step 2 response.

Notice of referral must be in writing to the **Institute** President and the Union.

6.4.3 The Investigator will be chosen from the following list:

Cathy Bruce
Allan Hope
Stephen Kelleher
Judy Korbin
Heather Laing
David McPhillips
Vince Ready

or a substitute as agreed to by the parties.

6.4.4 The Investigator will:

- investigate the difference
- define the issue in the difference, and
- make written recommendations to resolve the difference within thirty (30) days of receipt of the request.

6.4.5 The time involved in the Investigation step will not be counted with respect to Clause 6.6, Time Limits.

6.4.6 As provided for in Section 103 of the Labour Relations Code, the Minister of Finance and Corporate Affairs will subsidize the cost of the investigation by paying one-third (1/3) of the Investigator's "reasonable remuneration, travelling and out-of-pocket expenses". The balance of the Investigator's costs will be shared equally by the **Institute** and the Union.

6.4.7 The parties may agree, in advance, that the Investigator's decision will be binding, as in an arbitration. The decision will be made prior to the investigation commencing.

6.4.8 If either party intends to be represented by legal counsel at any hearing or other meeting held by the Investigator, they will provide a minimum of two (2) weeks notice to the other party.

6.5 Step 4 - Arbitration

6.5.1 Should either party have opted to bypass Step 3 or declined to accept the recommendation of the Investigator then the grieving party may advance the matter to a single arbitrator for a final and binding decision. Notice of advancement must be in writing to the **Institute** President and to the Union within twenty (20) working days of receiving the decision at Step 2 or within twenty (20) working days of receiving the recommendation from the Investigator.

6.5.2 Within ten (10) working days of being notified of the intent of either party to proceed to arbitration the parties will attempt to choose a single arbitrator from the following list:

Cathy Bruce
Allan Hope

Stephen Kelleher
Judy Korbin
Heather Laing
David McPhillips
Vince Ready

- 6.5.3 By mutual agreement, an Arbitration Board may be appointed, consisting of one (1) member appointed by the **Institute**, one (1) member appointed by the Union, and a third member who will be the Chairperson will be appointed by the other two (2) appointees.
- 6.5.4 In the event the parties are unable to agree on a single arbitrator, or the appointees of an Arbitration Board are unable to agree on a Chairperson, either party may apply to the Minister of Labour to make the appointment. When the Director of the Collective Agreement Arbitration Bureau has been appointed, either party may apply to that person to make the appointment.
- 6.5.5 The decision of the arbitrator or arbitration board will be final and binding on both parties. Each party will pay its own expenses and one-half (1/2) the compensation and expenses of the arbitrator or Chairperson of an arbitration board.
- 6.5.6 All reasonable arrangements will be made to permit the conferring parties or arbitrator(s) to have access to the Institute premises to view any working conditions which may be relevant to the settlement of a grievance. (See Clauses 4.5.4, 4.5.5 and 4.5.6)

6.6 Time Limits

- 6.6.1 The party responsible for initiating the grievance will also be responsible for advancing the grievance to each succeeding step, within the specified time limits.
- 6.6.2 If the grievance is not advanced within the specified time limits, the grievance will be considered to be abandoned and all recourse to the Grievance Procedure will be at an end.
- 6.6.3 If the **Institute** fails to respond to a grievance within the specified time limits the grievance will be considered to have succeeded and appropriate actions will be taken to remedy the matter.
- 6.6.4 Extensions to the time limits may be made by agreement of the parties.

6.7 Reinstatement

An employee who is reinstated by the Grievance Procedure will be entitled to reinstatement without loss of seniority.

6.8 Alternate Dispute Resolution Methods

Either party may avail itself of the other options available in the Labour Relations Code as alternative methods to resolve any disputes.

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7.0 CLASSIFICATION AND SALARY REVIEW

7.1 **Terms of Reference**

- 7.1.1 Classification reviews will consider whether or not the duties and responsibilities of a position fall substantially within those contained in the class specification or have changed sufficiently to warrant a new or revised classification. A classification review which results in a change of classification or rate of pay will be considered a reclassification.
- 7.1.2 Classification and salary reviews will consider whether or not the rate of pay attached to or recommended for a classification, new classification or changed classification is proper or bears a realistic and acceptable relationship when compared to other positions of equal value or relative value within the guidelines contained in Clauses 7.1.3, 7.1.4 and 7.1.5.
- 7.1.3 Initial comparisons are limited to class specifications and/or job descriptions and rates of pay within the **Institute** and similar jobs and corresponding rates of pay at BCIT, Capilano College, Kwantlen College, Douglas College and Vancouver Community College.
- 7.1.4 Where, after seeking the comparisons listed in Clause 7.1.3, there are not three (3) valid ones, comparisons will be solicited from other Colleges and Institutes in BC.
- 7.1.5 Where, after seeking the comparisons listed in Clause 7.1.4, there are not three (3) valid ones, comparisons will be solicited from other places that have comparable work.

7.2 **Procedure**

- 7.2.1 Requests for classification review may originate with the Union, the **Institute** or an employee. Requests for salary review may originate with the Union or the **Institute**. The request must be in writing and submitted to the Coordinator of Human Resources.
- 7.2.2 Except by mutual agreement of the Union and the **Institute** or where a significant change in duties or responsibilities can be demonstrated, a request for classification review from any source may be rejected by either party if less than two (2) years has elapsed since the resolution of the last classification review. Should the parties fail to agree on the status of any request the matter may be referred to the arbitrator for a decision as provided in Clause 7.2.15.
- 7.2.3 The **Institute** will conduct a review of the position using the Terms of Reference contained in Clause 7.1.

7.2.4 **Step 1**

Within five (5) working days of an employee or the Union submitting a written request for a classification review, the **Institute** will provide the employee with a questionnaire to complete.

- 7.2.5 The completed questionnaire must be returned to the Coordinator of Human Resources within forty (40) working days of receiving the questionnaire. If the questionnaire is not returned within this time, the review will be considered to be withdrawn.

- 7.2.6 Within twenty (20) working days of receiving the completed questionnaire, the Coordinator of Human Resources or designate will meet with the employee to discuss it. A draft job description will be produced within ten (10) working days of the meeting.
- 7.2.7 The draft job description will be returned to the employee and the Union.
- 7.2.8 If the Union does not agree that the job description accurately reflects the duties an employee is performing, it will notify the **Institute** of its disagreement within twenty (20) working days of receiving the job description. The Union and the **Institute** will make every reasonable effort to meet and discuss the job description within a further twenty (20) working days. The **Institute** will respond in writing to the Union within ten (10) working days of the meeting.
- 7.2.9 If agreement is not reached, the Union may refer the matter to the appeal process as provided for in Clause 7.2.15.
- 7.2.10 If the job description is agreed upon, the **Institute** will complete the review and will notify the Union and the employee of the results in writing within a further thirty (30) working days. The notification will contain the reason for the decision including a statement of comparisons made and all applicable data used in applying the Terms of Reference.
- 7.2.11 If the Union has requested a salary review, the **Institute** will conduct the review according to the terms of reference in Clauses 7.1.3, 7.1.4 and 7.1.5, and will notify the Union in writing of the results within sixty (60) working days of the request. The notification will contain the reason for the decision including a statement of comparisons made and all applicable data used in applying the Terms of Reference.

7.2.12 *Step 2*

If the Union does not agree with the results, it may notify the Coordinator of Human Resources that it intends to appeal within twenty (20) working days of receiving the notification provided for in Clauses 7.2.10 or 7.2.11. Within a further thirty (30) working days, the Union will indicate the basis of its disagreement and will cite its own research and comparisons.

- 7.2.13 The parties will make every reasonable effort to meet and discuss the appeal within twenty (20) working days of the Union providing the basis of its disagreement to the **Institute**.
- 7.2.14 The **Institute** will respond in writing to the Union within ten (10) working days of the appeal meeting.

7.2.15 *Step 3*

If:

- agreement is not achieved at Step 2, or
- the Union has referred a dispute regarding the job description, as provided for in Clause 7.2.9, or
- a dispute arises whether a significant change in duties or responsibilities can be demonstrated, as provided for in Clause 7.2.2,

the matter may be referred within twenty (20) working days to a single arbitrator who will make a final and binding decision.

7.2.16 The parties will attempt to choose a single arbitrator from the following list of arbitrators:

Alan Hope
Stephen Kelleher
Judy Korbin
Heather Laing
David McPhillips

7.2.17 If the parties are unable to agree on the arbitrator, either party may apply to the Minister of Labour to make the appointment. When the Director of the Collective Agreement Arbitration Bureau has been appointed, either party may apply to that person to make the appointment.

7.2.18 The arbitrator will be governed by the Terms of Reference in Clause 7.1 and:

- If the dispute concerns the description of the duties an employee is performing, the arbitrator will determine the correct description of the duties and the correct rate of pay.
- If the dispute concerns whether or not the duties and responsibilities fall substantially within those contained in the class specification, the arbitrator will determine whether they do or not.
- If the dispute concerns the rate of pay, the arbitrator will determine the correct rate of pay.
- If the dispute concerns whether a significant change in duties or responsibilities can be demonstrated, as provided for in Clause 7.2.2, the arbitrator will determine the matter.

7.2.19 At least twenty (20) working days prior to the arbitration, the parties will provide each other with the salary comparisons they are going to use. The parties will have the right to revise their comparisons if they provide their revisions to the other party at least ten (10) working days prior to the arbitration.

7.2.20 The arbitrator's compensation and costs will be shared equally by the **Institute** and the Union.

7.2.21 With the mutual agreement of the Union and the **Institute** the arbitration process contained in this Clause may be bypassed and the dispute may be referred to the Investigator (Clause 6.4) or to the Alternate Dispute Resolution Processes (Clause 6.8). If this occurs, the provisions of Clause 7.2.18 will apply.

7.2.22 The **Institute** will send the Union a copy of all requests for classification review, completed questionnaires, job descriptions and any other correspondence or documents related to classification reviews.

7.2.23 The time limits contained in this Clause may be extended by mutual agreement.

7.3 *Adjustments to Salary*

- 7.3.1 If as a result of a classification or salary review any change is to be made, the change will be effective the first day of the pay period closest to the date of receipt of the request by the Coordinator of Human Resources, or such date as may be appropriate, subject to the provisions of Clause 7.3.5.
- 7.3.2 Upon reclassification or salary review, employees will be placed on the scale according to their length of service with the **Institute** and without change to their increment date.
- 7.3.3 When the **Institute** finds a change is required, any adjustment including any retroactive payment will be put into effect as soon as possible, subject to Clause 7.3.5. This will not prejudice the Union's right to appeal.
- 7.3.4 If a position or class of positions is reclassified or has the salary revised downwards, each incumbent may elect one (1) of the following methods of treatment:
- To have the rate of pay immediately reduced to the new level and receive a lump sum payment at the earliest opportunity of twenty-four (24) times the monthly difference between the old and new rates.
- OR
- To have the former salary continued. The incumbent will continue to receive all general increases and increments. The **Institute** may unilaterally promote an incumbent who elects this treatment to any vacant position that is valued at the former pay rate and for which the incumbent is qualified. The **Institute** must do this within two (2) years of the date of the change in rate.
- 7.3.5 A salary review which changes the wages of a classification which represents more than five percent (5%) of the employees within the bargaining unit will be implemented the first day of the next contract year.

7.4 New Positions

- 7.4.1 The **Institute** will notify the Union of the creation of a new position or classification prior to posting it, if possible. If this is not possible, the **Institute** will notify the Union at the same time the new position or classification is posted.
- 7.4.2 The Union may request a classification or salary review for the new position or classification. If a review is requested, the **Institute** will commence the review six (6) months after the position is filled.
- 7.4.3 Any increase resulting from the classification or salary review will be retroactive to the date the position was filled, subject to the provisions of Clauses 7.3.4 and 7.3.5.

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8.0 WORKING CONDITIONS

8.1 Days and Hours of Work

- 8.1.1 Employees will work a five (5) day week, except as otherwise provided in this Agreement.
- 8.1.2 The normal hours of work for employees covered by this Agreement will be seven (7) hours per day.
- 8.1.3 Except in extraordinary circumstances, the **Institute** will give a minimum of ten (10) days' notice of a change in shift unless the change results in an employee working hours that entitle the employee to an overtime wage. All changes of shift will be discussed with the employee prior to the giving of notice. If the proposed shift change would result in hardship for the employee concerned, the **Institute** will attempt to accommodate the employee's needs through transfer or other mutually agreeable means.
- 8.1.4 Employees who work more than six (6) hours a day will be entitled to an unpaid meal break of not less than thirty (30) minutes and not more than one (1) hour. Employees who work from five (5) to six (6) hours a day will have the option of taking an unpaid meal break. Employees who work less than five (5) hours a day will not be entitled to a meal break.
- 8.1.5 Employees who work more than six (6) hours a day will be entitled to two (2) paid fifteen (15) minute rest periods, one (1) during the work period prior to the meal break and one (1) during the work period after the meal break. Employees who work six (6) hours a day or less will be entitled to one (1) paid fifteen (15) rest period.
- 8.1.6 The times when the meal break and rest periods are taken will be approved by the supervisor.
- 8.1.7 The length of time between the starting and quitting times in a normal working day will not exceed eight (8) hours.
- 8.1.8 When employees attend a required work-related meeting during their normal meal break they will reschedule their break on that day with the time subject to the approval of their supervisor.

8.2 Flex Time

- 8.2.1 The Flex Time Plan contained in Clause 8.2 applies to permanent and probationary employees only. Term employees may not participate in the Flex Time Plan.
- 8.2.2 Temporary employees may participate in the Flex Time Plan as provided for in Clause 2.4.12.
- 8.2.3 Participating employees will work fifteen (15) minutes more per day between approximately September 1 and April 30 by increasing the work day to seven and one quarter (7-1/4) hours by:
- leaving work fifteen (15) minutes later, or
 - commencing work fifteen (15) minutes earlier, or
 - shortening the lunch period by fifteen (15) minutes.

- 8.2.4 The method of working the extra time will be determined by the **Institute** on a departmental basis, taking into account the needs of the department and the desires of the employees in the department.
- 8.2.5 Permanent part-time employees who normally work five (5) days per week may elect to participate in the Flex Time Plan subject to the **Institute** approving, on an individual basis, the manner in which the employees will work the extra time.
- 8.2.6 Participating employees will receive twenty-one (21) paid hours off between approximately June 15 and August 15, by decreasing the work day to six and one-half (6-1/2) hours per day by leaving one-half (1/2) hour earlier per day.
- 8.2.7 For the periods not covered by Clauses 8.2.3 and 8.2.6, participating employees will work a seven (7) hour day. This covers the period from approximately May 1 to June 14 and approximately August 16 to August 31.
- 8.2.8 Prior to the beginning of each year, the **Institute** and the Union will establish the precise dates for flex time schedules, based on the principles contained in Clauses 8.2.3, 8.2.6 and 8.2.7.
- 8.2.9 Flex Time will not accumulate for General Holidays or the Christmas Break.
- 8.2.10 Participating employees will receive twenty-one (21) paid hours off per year in addition to the time provided for in Clause 8.2.6. This time will be used in the year in which it is earned.
- 8.2.11 Participating employees who leave part way through the year will have adjustments made to their final cheques to reflect whether they have received time off which has not been earned or have earned time which has not been taken.

8.3 *Experimental Work Schedules*

Terms and conditions of this Agreement may be varied by mutual agreement of the **Institute** and the Union in order to implement work schedules that are modifications of the work schedules set forth in this Agreement. Examples may include job sharing and compressed work weeks. **Experimental work schedules shall not be unreasonably denied by the employer.**

8.4 *Second Shifts*

If the **Institute** determines that a second shift is necessary, present employees will have the right to refuse to change their hours of work.

8.5 *Overtime*

- 8.5.1 An employee has the right to refuse to work overtime.
- 8.5.2 All overtime worked must be authorized by the **Institute** President or designate.
- 8.5.3 Employees on monthly salaries will not be paid for the first **fifteen (15) minutes** are authorized to work more than **fifteen (15) minutes** of overtime in any one day, they will be

paid for the total amount of overtime or receive compensating time off in accordance with Clauses 8.5.6 and 8.5.9.

- 8.5.4 Employees who do not receive overtime compensation for the first **fifteen (15) minutes** worked immediately following their normal working day, as provided for in Clause 8.5.3, will have a work day within the following ten (10) working days reduced by the amount of time equal to that worked.
- 8.5.5 Employees who have agreed to work overtime will, at the time of working the overtime, elect whether to be paid for it or to receive compensating time off.
- 8.5.6 Subject to Clauses 8.5.7 and 8.5.8, employees will be paid one and one-half (1-1/2) times their regular hourly rate for the first two (2) hours of overtime worked in a week in excess of full-time hours and two (2) times their regular hourly rate for all other overtime hours worked.
- 8.5.7 Employees who work in excess of five (5) days in a week will be paid two (2) times their regular hourly rate for all overtime hours worked with a minimum of two (2) hours pay at two (2) times their regular hourly rate.
- 8.5.8 Employees who are called at home and requested to return to work overtime will be paid two (2) times their regular hourly rate for all overtime hours worked with a minimum of two (2) hours pay at two (2) times their regular hourly rate.
- 8.5.9 Employees who elect to receive compensating time off for overtime will be given compensating time off equivalent to the number of hours for which they would have been paid as provided in Clauses 8.5.6, 8.5.7 and 8.5.8.
- 8.5.10 Compensating time off will be taken at a time mutually agreed upon between the employees and their Department Heads or the **Institute** President.
- 8.5.11 If employees do not receive all of their compensating time off by August 31 of the year following the year in which they earned it, or prior to leaving the **Institute**, whichever occurs first, they will be paid for the balance of the overtime.

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9.0 WAGES AND PREMIUMS

9.1 Salary Schedule

- 9.1.1 The salary schedule in Schedule B will apply during the term of this Agreement.
- 9.1.2 The salary schedule is based on a thirty-five (35) hour week with hours of work conducted between 8am and 7pm.
- 9.1.3 When new employees are hired, they will normally be placed at Step 1 of the salary scale. When no qualified persons can be hired at Step 1, the **Institute** President will inform the Union and, upon agreement being reached, new employees may be placed at any step up to and including Step 3. This Clause 9.1.3 does not apply to former employees of the

Institute who are rehired within twelve (12) months of termination of service (see Clause 18.4 Rehiring).

9.2 Increments

- 9.2.1 Permanent employees will receive an increment increase at the beginning of the pay period coincident with or next following the successful completion of the probationary period.
- 9.2.2 Permanent employees will receive additional increment increases on completion of each additional year of service until they reach the top step.
- 9.2.3 Temporary employees will receive increments as provided for in Clauses 2.4.13, 2.4.14 and 2.4.15.
- 9.2.4 Casual employees will receive increments as provided for in Clauses 2.5.3, 2.5.4 and 2.5.5.
- 9.2.5 For term employees each duty year will equal one (1) year of service.
- 9.2.6 Upon reclassification or salary review, employees will be placed on the scale according to their length of service with the **Institute** and without change to their increment date.
- 9.2.7 Upon promotions through competition, employees will be placed on the scale according to their length of service with the **Institute** and without change to their increment date.
- 9.2.8 If employees have been absent on leave without pay (Clause 11.4) for more than one (1) month, their increment dates will be delayed one (1) month for each month or portion of a month absent in excess of one (1) month.

9.3 Substitution

- 9.3.1 When an employee is authorized in writing by the Vice President Finance and Administrative Services or **Institute** President to temporarily replace another employee in a superior position for any period of one (1) or more consecutive working days, the employee will be paid the minimum rate for the superior position for the total period. If the employee's regular rate of pay is higher than the minimum rate for the superior position, the employee will be paid at a rate of pay equivalent to two (2) steps higher than the employee's regular rate of pay. Under no circumstances will an employee be paid a higher rate than the maximum rate for the superior position.
- 9.3.2 When an employee is required to replace an incumbent of a superior position outside of the bargaining unit, the employee will be paid an additional minimum amount equal to ten percent (10%) of the employee's normal rate of pay, subject to the qualifications in Clause 9.3.1. All the terms and provisions of this Agreement will continue during replacement periods.
- 9.3.3 Should employees acting in superior positions without interruption be appointed to the positions, they will be paid at the Step on the Pay Scale that they would have attained if the positions were theirs from the date of substitution.

9.4 Shift Premium

9.4.1 Employees whose regular shifts end at later than 7:00 pm or who are required to work weekends will be paid a premium of \$1.00 for all hours worked.

9.4.2 Shift premiums will not be paid for overtime hours worked.

9.5 Pay Dates

9.5.1 Permanent employees will be paid twice monthly, on the 15th and last day of the month, provided that each employee's cheque will be received and dated prior to their last working day in the pay period.

9.5.2 Temporary and casual employees will be paid biweekly.

9.5.3 The last pay cheque in December will be provided and dated on the last **Institute** business day before Christmas.

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10.0 EMPLOYEE BENEFITS

10.1 Annual Vacation

10.1.1 Vacation is granted for service during the calendar year from January 1 to December 31. It is to be taken within the calendar year in which it is earned, subject to the carry over provisions in Clauses 10.1.6 and 10.1.7, at a time to be arranged with the **Institute** President or designate. The entitlement of employees, except as otherwise provided in this Agreement, is as follows:

| | |
|----------------------------|-----------------------------|
| Less than 1 year's service | 112 working hours, prorated |
| 1-5 years' service | 147 working hours |
| 6 years' service | 154 working hours |
| 7 years' service | 161 working hours |
| 8 years' service | 168 working hours |
| 9 years' service | 175 working hours |
| 10 years' service | 182 working hours |
| 11 years' service | 189 working hours |
| 12 years' service | 196 working hours |
| 13 years' service | 203 working hours |
| 14 years' service | 210 working hours |
| 15 years' service and over | 217 working hours maximum |

10.1.2 Vacation entitlement for temporary employees is contained in Clauses 2.4.16 and 2.4.17. Vacation entitlement for casual employees is contained in Clause 2.5.6. Vacation entitlement for term employees is contained in Clauses 2.8.12 and 2.8.13.

10.1.3 When employees take vacation, their vacation entitlement will be reduced by the number of hours they would have worked. For example, if employees who are participating in the Flex Time Plan (Clause 8.2) take vacation when they would have been working seven and

one-quarter (7-1/4) hours, they will have seven and one-quarter (7-1/4) hours deducted from their vacation entitlement for each day of vacation taken.

- 10.1.4 Studio and Technical Assistants will not normally schedule more than seventy (70) hours vacation when classes are in session between September 1 and the end of April. For each day of vacation taken during this time, a day will be worked for the **Institute** Summer Program. If the **Institute** does not require an employee to work in the Summer Program in the same calendar year as the vacation is taken, the days will be banked for assignment in future years' Summer Programs. An employee will not be required to work more than one hundred and five (105) of these banked hours in any one year's Summer Program. If the **Institute** requires an employee to work in the Summer Program, it will notify the employee as far in advance as possible and no later than April 1. This notification does not preclude the **Institute** from requiring Studio and Technical Assistants to work in the Summer Program for vacation taken in the month of April in the same year.
- 10.1.5 Employees are encouraged to preschedule vacation as far in advance as possible. Seniority will be the determining factor in determining vacation scheduling, provided requests are submitted prior to March 1. Following March 1, vacation requests will be determined on the basis of date of receipt. **Provided it can be reasonably accommodated an employee is entitled to schedule their entire annual vacation time in one block.**
- 10.1.6 Employees with ten (10) years' service or less may carry over up to thirty-five (35) hours of vacation each year. Employees with more than ten (10) years' service may carry over up to seventy (70) hours of vacation each year. The maximum accumulated carry over of vacation will be one hundred forty (140) hours.
- 10.1.7 Employees wishing to carry over vacation will notify the **Institute** by November 1 of each year. Employees may also carry over vacation that cannot be taken due to circumstances beyond their control. Vacation carried over may be used in any future year at a time to be approved by the **Institute** President or designate.
- 10.1.8 When employees are hired, on a leave of absence without pay or leave the employ of the **Institute**, their vacation entitlement will be prorated based on the percentage of annual hours they have worked, except where other provisions of this Agreement provide for different treatment.

10.2 Vacation Entitlement in Year of Retirement

Employees who retire from the **Institute** under the provisions of the Pension (Municipal) Act will receive their full annual vacation entitlement for the year of retirement.

10.3 Christmas Break

- 10.3.1 Employees will receive five (5) days off with pay during the Christmas period in addition to general holidays. Term and part-time employees will receive this time prorated according to the percentage of full-time weekly hours they regularly work.
- 10.3.2 Employees in their first calendar year of employment will have the Christmas Break time prorated by straight time earned in the calendar year divided by 1785.

- 10.3.3 Temporary employees will be entitled to the Christmas Break as provided for in Clause 2.4.18.
- 10.3.4 Casual employees are not entitled to be paid for the Christmas Break.
- 10.3.5 Employees on unpaid leaves of absence will not be paid for the Christmas Break.
- 10.3.6 The days of the Christmas Break will be determined by mutual agreement of the **Institute** and the Union based on the calendar days for Christmas and New Year.
- 10.3.7 Alternate days off, at straight time, will be granted to employees whose presence is necessary for the operation of the **Institute** during the Christmas Break. Employees will be notified at least one (1) month in advance if they are required to work.

10.4 General Holidays

10.4.1 Employees will be paid at their regular rate of pay for the following general holidays:

| | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| BC Day | |

and any other day declared by Federal or Provincial Legislation.

- 10.4.2 When a general holiday occurs on a Saturday or Sunday, the following Monday will be observed as the holiday. When Christmas and Boxing Day fall on a Saturday and Sunday respectively, the preceding Friday and the following Monday will be observed as the holidays. When Christmas falls on a Sunday, the preceding Friday will be observed as the holiday.
- 10.4.3 Temporary employees will be paid for all general holidays that fall within their assignments.
- 10.4.4 Casual employees will be paid four and four-tenths percent (4.4%) of gross pay in lieu of paid general holidays.
- 10.4.5 Part-time employees are entitled to general holidays as provided for in Clause 2.7.5.
- 10.4.6 Term employees are entitled to general holidays as provided for in Clauses 2.8.7 and 2.8.8.
- 10.4.7 Employees authorized to work on a general holiday will have the option of being paid at double time or of receiving the equivalent compensating time off, in addition to regular pay.

10.5 Sick Leave

10.5.1 Permanent employees will be paid one hundred percent (100%) of salary for the first three (3) months of any illness, injury or disability.

- 10.5.2 Probationary employees will be entitled to five (5) days of paid sick leave. If these employees do not complete the probationary period, they will repay the **Institute** for any paid sick leave used by deduction from their final pay cheques.
- 10.5.3 Sick leave provisions for temporary employees are contained in Clauses 2.4.20, 2.4.21, 2.4.22 and 2.4.23.
- 10.5.4 Casual employees are not entitled to paid sick leave.
- 10.5.5 Any employees absent because of illness may be required to produce a certificate from a duly qualified medical practitioner, licensed to practice in the Province of British Columbia, certifying that they are unable to carry out their duties due to illness. Any costs for the certificate will be paid by the **Institute**.
- 10.5.6 In cases of proven illness during vacation periods, employees may apply for sick leave and reschedule their vacations.
- 10.5.7 When employees have been paid sick leave and later recover some or all of this from a third party insurance plan, the amount recovered will be paid directly to the **Institute**.
- 10.5.8 **Pay for time lost due to compulsory quarantine will be paid to permanent employees without deductions from sick leave. Such quarantine must be certified by the Medical Health Officer.**
- 10.5.9 **Employees shall make every effort to schedule medical appointments outside of working hours. Employees who are unable to schedule medical appointments outside of working hours may request paid time off to attend the appointments. Such requests will not be unreasonably denied.**

10.6 Superannuation

Except as provided elsewhere in this Agreement, all employees will participate in the Municipal Pension Plan according to the terms and conditions contained in the Pension (Municipal) Act. The **Institute** contribution will be paid only when the employee is in receipt of pay or when the Act or other provisions of this Agreement require it. Details are given in a booklet which may be obtained from the Human Resources Department.

10.7 Deferred Savings Plan

- 10.7.1 The **Institute** will contribute an amount equal to **two percent (2%)** of the salaries of permanent employees who elect to participate and the employees will contribute **1 1/2%**
- 10.7.2 Temporary employees who have completed one (1) year of continuous service have the option of participating in the plan as provided for in Clause 2.4.11.
- 10.7.3 The contributions are deposited in a trust fund for the benefit of the employees, and can be withdrawn according to the contract with the trust company covering the trust fund.

10.8 Health Insurance

- 10.8.1 The **Institute** will pay the full cost of premiums for the Medical Services Plan and an Extended Health Benefits Plan for all probationary and permanent employees. **Participation is mandatory unless the employee can demonstrate coverage from another source.**
- 10.8.2 Employees are eligible on the first of the month coincident with or immediately following their date of employment.
- 10.8.3 Temporary employees who have completed one (1) year of continuous service have the option of participating in the plans as provided for in Clause 2.4.11.
- 10.8.4 The Extended Health Benefits Plan will include Optical Care Insurance in accordance with the terms of contract with the insuring company, including \$250 of eyeglass coverage. Employees become eligible for Optical Care Insurance upon completion of six (6) months service.
- 10.8.5 The **Institute** contribution will continue while employees are on approved leave of absence with pay. For the full period of any other absence, employees may pay the full premium through the **Institute** if they desire to continue coverage, except where other provisions of this Agreement provide for different treatment.

10.9 Employee and Family Assistance Plan

- 10.9.1 The **Institute** will provide an Employee and Family Assistance Plan (EFAP).
- 10.9.2 The **Institute** will pay for the EFAP except that the employees' share of the Unemployment Insurance rebate will be used to help subsidize the cost of the plan.
- 10.9.3 There will be an EFAP Consultative Committee to review the implementation, operation and effectiveness of the plan. The **Institute** and the Union will each appoint up to three (3) representatives to the committee.

10.10 Group Life Insurance

- 10.10.1 All permanent employees will participate in the Group Life Insurance and Accidental Death and Dismemberment Plans.
- 10.10.2 Employees are eligible on the first of the month coincident with or immediately following the completion of the probationary period.
- 10.10.3 Temporary employees who have completed one (1) year of continuous service have the option of participating in the plans as provided for in Clause 2.4.11.

- 10.10.4 Insurance coverage is provided according to the terms of the contract with the insuring company. The group life plan will provide three (3) times annual salary to the next higher \$1,000.
- 10.10.5 The **Institute** will pay the entire premium cost of the insurance.
- 10.10.6 Employees who retire at or beyond the age of fifty-five (55) years and who are in receipt of a pension under the provisions of the Pension (Municipal) Act will continue to enjoy group insurance coverage in an amount equal to the lesser of \$10,000 or the coverage in effect immediately preceding retirement for a period of five (5) years from the date of retirement with the premium cost paid by the **Institute**.

10.11 Long Term Disability

- 10.11.1 All permanent employees will participate in the Long Term Disability Plan.
- 10.11.2 Benefits are paid according to the terms of the contract with the insuring company on the following general basis (**recognizing that the contract terms are subject to change**):
- Amount of benefit - seventy-five percent (75%) of **gross** salary up to the **EI weekly maximum x 4.33**.
 - Duration of benefit - until retirement or as otherwise provided.
 - Benefit effective - following three (3) months continuous absence due to sickness or injury.
- 10.11.3 The premium cost will be paid by the employees by payroll deduction.
- 10.11.4 Current Income Tax regulations state that benefits received by employees from the Long Term Disability Plan are not taxable.
- 10.11.5 Long Term Disability Benefits will be arranged by the **Institute** as provided for in Clause 10.11.2 or as the Union may determine from time to time.
- 10.11.6 A Long Term Disability Committee will periodically review the plan. The Committee will be made up of two (2) representatives each from the Union, the Faculty Association and excluded staff.
- 10.11.7 The Union will be consulted when the **Institute** markets the Long Term Disability Plan and no changes will be made unless the Long Term Disability Committee agrees.
- 10.11.8 Employees receiving Long Term Disability Benefits will continue to be covered by Health Insurance (Clause 10.8) and Dental Plan (Clause 10.13) with the premium costs paid for by the Disability Plan Trust Fund. Premiums for Group Life Insurance (Clause 10.10) are waived by the insurance carrier while employees are on Long Term Disability. Coverage for Pension Plan (Clause 10.6) will be as provided in the Pension (Municipal) Act.
- 10.11.9 Subject to Clause 10.11.10, employees on long term disability will keep their status as employees with the right to return to their previous positions. If their previous positions no longer exist, they may exercise their bumping rights contained in Clauses 13.1.3, 4, 5 and 6 (Layoff). If no positions are available, they may elect severance pay as contained in Clause 13.3.

- 10.11.10 When employees have been absent for the same disability for a total of twenty-seven (27) months, including paid sick leave, and it is unlikely that they will be able to return to work in the next three (3) months, the **Institute** may terminate the employees. Termination under this Clause will be considered non-culpable.
- 10.11.11 Employees who have been terminated as provided for in Clause 10.11.10 will retain status as internal applicants with accumulated seniority for vacancies (see Clause 18.0, Notification and Filling of Vacancies) for a period of thirty-six (36) months from the date of termination.
- 10.11.12 Employees who are rehired within thirty-six (36) months will be credited with past service as outlined in Clause 18.4 (Rehiring) and will serve a trial period as provided for in Clause 18.3 (Promotion or Transfer). Employees who do not successfully complete the trial period will retain their rights under Clause 10.11.11.
- 10.11.13 The **Institute** may fill on a permanent basis the positions of employees absent on long term disability prior to twenty-seven (27) months absence, including paid sick leave, where the medical opinion is that it is unlikely the employees will be able to return to work within the twenty-seven (27) month period.
- 10.11.14 **The Institute acknowledges it has a duty of reasonable accommodation to employees with disabilities, including seeking the assistance of experts to provide an assessment of skills and abilities from an occupational perspective. The Institute, in doing so, need not expose itself to undue hardship.**

10.12 Gratuity Plan

- 10.12.1 Gratuity credits are based on the calendar year. For the purposes of accumulating gratuity credits, the year will be divided into four (4) distinct periods:

- January 1 to March 31
- April 1 to June 30
- July 1 to September 30
- October 1 to December 31

All dates are inclusive.

- 10.12.2 For each period described in Clause 10.12.1, employees will be given the following credits:

- One (1) day for no absence through illness.
- One-half (1/2) day for one-half (1/2) day absence through illness.
- No (0) days for one (1) or more days of absence through illness.

"Illness" will mean non-occupational sickness or injury.

- 10.12.3 Gratuity credits may be accumulated to a maximum of one hundred twenty (120) days.

- 10.12.4 Part-time employees will accumulate gratuity credits for full quarters worked, prorated according to the percentage of full-time weekly hours they work.

- 10.12.5 Term employees will accumulate gratuity credits for full quarters worked.
- 10.12.6 Temporary employees who have completed one (1) year of continuous service have the option of participating in the Gratuity Plan as provided for in Clause 2.4.11.
- 10.12.7 Temporary employees with less than one (1) year of continuous service and casual employees are not eligible for the Gratuity Plan.
- 10.12.8 Gratuity credits earned prior to April 1, 1993, may be taken as pay:
- on retirement on or after reaching minimum retirement age, or
 - on retirement with permanent disability, or
 - on receipt of Long Term Disability Benefits, or
 - on leaving the **Institute's** employ,
- or as paid leave, subject to Clause 10.12.10.
- 10.12.9 Gratuity credits earned after April 1, 1993, may be taken as pay or as paid leave, subject to Clause 10.12.10, at the employee's option.
- 10.12.10 If employees use gratuity credits as paid leave, the minimum leave taken will be one-half (1/2) day and the maximum twenty (20) days at any time. Gratuity leaves will be subject to the approval of the **Institute** President or designate and will be taken during a period that will not adversely affect the operation of the department.

10.13 Dental Plan

- 10.13.1 A Dental Plan for all permanent employees will be provided on the following basis:
- Basic dental services (Plan A) paying for one hundred percent (100%) of the approved schedule of fees.
 - Prosthetics, crowns and bridges (Plan B) paying for fifty percent (50%) of the approved schedule of fees.
 - Orthodontics (Plan C) paying for fifty percent (50%) of the approved schedule of fees.
- 10.13.2 Employees are eligible on the first of the month coincident with or immediately following the completion of the probationary period.
- 10.13.3 Temporary employees who have completed one (1) year of continuous service have the option of participating in the Dental Plan as provided for in Clause 2.4.11.
- 10.13.4 Probationary and casual employees are not eligible for the Dental Plan.
- 10.13.5 The premiums for the Dental Plan will be paid totally by the **Institute**, except when employees regularly work less than seventeen and one-half (17-1/2) hours per week. If

employees work less than seventeen and one-half (17-1/2) hours per week, the **Institute** will pay a prorated portion of the premium with the employees paying the balance.

10.13.6 Clause 10.13.5 will apply to term employees averaging their scheduled hours of work over a complete year using 910 hours as the yearly equivalent to seventeen and one-half (17-1/2) hours per week.

10.13.7 The scheduled hours of work for part-time or term employees who were expected to work less than 910 hours in the year will be reviewed at the end of each year. Should their scheduled hours of work for the year exceed 910 hours, the **Institute** will refund the Dental premiums paid by the employees.

10.14 Benefits Plan Information

10.14.1 The **Institute** will provide, for employees' access, a copy of all benefit plan contracts covering Union members.

10.14.2 Upon request, the **Institute** will provide the Union with a copy of all benefit plan contracts covering Union members. This will apply only to those contracts the **Institute** enters into directly with private insurers.

10.14.3 The **Institute** will notify the Union and all employees as far in advance as possible when changing benefit carriers. The notification will include the date of the change, the name of the new carrier and information about any significant changes in level of coverage. The **Institute** will provide the Union with a copy of the new benefit plan contracts as soon as possible.

10.15 Death Benefit

In the event of the death of an employee with at least one (1) year of service, the **Institute** will pay to the spouse, or the estate, of the deceased employee one (1) month's salary. This payment will be in addition to any amount owing to the deceased employee related to employment at the **Institute**.

10.16 Same Gender Spouse

10.16.1 The **Institute** will recognize a same gender spousal relationship in the same way it recognizes opposite gender relationships.

10.16.2 If the underwriters of the **Institute's** group benefits plans do not provide coverage for same gender couples, the **Institute** will make every reasonable effort, keeping in mind financial considerations, to obtain an underwriter that provides this coverage.

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11.0 ABSENCE FROM DUTY

11.1 Occupational Sickness and Injury

11.1.1 If an employee is entitled to Workers' Compensation benefits, the benefits are to be paid directly to the employee.

11.1.2 The **Institute** will pay the difference between the employees' full salary and the amount of the Workers' Compensation Board payments, provided that the Workers' Compensation Board sends a detailed statement to the **Institute** of each cheque sent to an employee.

11.2 Family Illness

11.2.1 Probationary and permanent employees will be granted up to five (5) days of paid leave per calendar year to attend to a member of their immediate family in the following circumstances:

- when no other relative can provide for the needs of the family member, or
- when a member of the immediate family is hospitalized.

11.2.2 For the purposes of this Clause, "immediate family" will be defined as spouse, children, or relative permanently residing in the employee's household.

11.2.3 Any employee absent because of family illness may be required to produce a certificate from a duly qualified medical practitioner, licensed to practice in the Province of British Columbia, certifying the illness of the immediate family member.

11.2.4 Absence under this Clause will not be considered absence through illness for the purposes of Clause 10.12, Gratuity Plan.

11.2.5 Temporary employees who have completed one (1) year continuous service will be eligible for this leave.

11.3 Bereavement Leave

11.3.1 Bereavement Leave in the case of the death of a probationary or permanent employee's spouse, child, ward, brother, sister, parent, guardian, parent-in-law, grandparent, or other relative permanently residing in the employee's household will be granted without loss of pay.

11.3.2 Leave will be granted for a period not to exceed three (3) working days commencing no later than the date of the funeral. Employees will advise the **Institute** of the time required as far in advance as possible.

11.3.3 Additional leave of up to two (2) working days may be granted for travel time in connection with the funeral or to attend to the affairs connected with the funeral. Requests for this additional leave will be submitted to the **Institute** President or designate who will determine and approve the number of days required in each case.

11.3.4 Employees who require Bereavement Leave will be granted such leave when on annual vacation if approved by the **Institute** President or designate.

11.3.5 Employees who are absent on sick leave, any unpaid leave or absent on Workers' Compensation will not be entitled to Bereavement Leave.

11.3.6 Temporary employees who have completed one (1) continuous year of service will be entitled to the provisions of Clause 11.3. Other temporary and casual employees will be entitled to Bereavement Leave without pay or to apply accumulated time off such as overtime or vacation time to cover the absence with pay.

11.3.7 Employees will be granted leave of up to one-half (1/2) day without loss of pay to attend a funeral in any case other than one covered by Clause 11.3.1. Employees will advise the **Institute** of the time required as far in advance as possible.

11.4 Leave of Absence Without Pay

11.4.1 Leave of absence without pay for up to twelve (12) months may be granted at the discretion of the **Institute** President on written request.

11.4.2 Upon approval of leaves of absence without pay, employees may immediately exercise an option for continuation of medical, insurance and pension benefits by payment of the full cost of any necessary premiums.

11.4.3 If employees have been absent without pay for more than one (1) month, their increment dates will be delayed one (1) month for each month or portion of a month absent in excess of one (1) month.

11.5 Jury Duty and Court Appearance

11.5.1 Employees will be entitled to leave with pay:

- When summoned to serve on a jury.
- When subpoenaed as a witness in criminal proceedings.
- When subpoenaed as a witness in a civil action if not a party to the action.
- When appearing as a defendant in a criminal or traffic case, if acquitted.

11.5.2 For employees to qualify for this leave, they will produce a summons or subpoena or other evidence to show the necessity of attendance at court.

11.5.3 Employees will also provide a statement from an official of the Court of the time taken and the fees paid, if any. Employees may retain the small sum paid to them by the courts in lieu of expenses incurred.

11.6 Armed Forces Reserve Training

11.6.1 Leave of absence without pay will be granted to employees attending armed forces reserve training without loss of seniority or service related benefits, subject to the operational requirements of the **Institute**.

11.7 Emergency Response Leave

11.7.1 Employees will be entitled to leave with pay to participate in emergency response. This leave will be limited to a maximum of 3 days per calendar year, unless otherwise authorized by the President or designate.

12.0 **PARENTING LEAVE**

12.1 **Maternity Leave**

- 12.1.1 A permanent employee will be entitled to Maternity Leave without pay for a period of up to fifty-two (52) consecutive weeks.
- 12.1.2 A temporary employee who has completed one (1) continuous year of service averaging twenty-one (21) hours per week or more over the year will be entitled to Maternity Leave without pay for a period of up to twenty-six (26) consecutive weeks.
- 12.1.3 A temporary employee not covered by Clause 12.1.2, a probationary employee or a casual employee will be entitled to Maternity Leave without pay for a period of up to eighteen (18) consecutive weeks.
- 12.1.4 An employee who takes Maternity Leave will also be eligible for Parental Leave.
- 12.1.5 An employee requiring Maternity Leave will apply in writing at least four (4) weeks prior to the leave, stating the duration of the leave. An employee will provide a certificate from a medical doctor stating the estimated date of birth.
- 12.1.6 Maternity leave will normally commence eleven (11) weeks prior to the estimated date of birth. Upon request, an employee will commence a Maternity Leave at a later date, subject to the provisions of Clause 12.1.10.
- 12.1.7 If an employee wishes to schedule her return to work within six (6) weeks of the date of birth, the **Institute** may require a certificate from a medical doctor stating the employee is able to resume her duties.
- 12.1.8 Where an employee gives birth or the pregnancy is terminated before a request for maternity leave is made and the employee requests a leave and provides a certificate from her doctor stating that she has given birth or the pregnancy was terminated on a specified date, the **Institute** will grant her Maternity Leave. If the pregnancy has been terminated, the leave will be for a period requested by the employee, to a maximum of six (6) weeks. If the employee has given birth, the leave will be for a period as provided for in Clause 12.1.1, 12.1.2 or 12.1.3.
- 12.1.9 Where an employee on Maternity Leave is unable to return to work at the end of the leave for reasons related to the birth or the termination of the pregnancy which is certified by her doctor, the **Institute** will grant further leave without pay for a period specified by the doctor, but not for a period exceeding six (6) consecutive weeks.
- 12.1.10 Subject to the provisions of Clause 19.0, VDT Operators' Protection, the **Institute** may require an employee to commence a Leave of Absence Without Pay or Maternity Leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical doctor stating that she is able to perform her duties.

- 12.1.11 Subject to Clause 12.1.13, an employee on Maternity Leave will be entitled to Special Supplementary Unemployment Benefits, Clause 12.6, for any health related absence that commences during the portion of Maternity Leave required by the Employment Standards Act (the first 18 consecutive weeks). The employee will provide a certificate from a medical doctor establishing the length of time the employee is or was unable to work due to the pregnancy.
- 12.1.12 Health related absence is defined as that portion of time that an employee is unable to perform her job duties due to the pregnancy.
- 12.1.13 Permanent employees who are disabled for three (3) months will be eligible for Long Term Disability Benefits, Clause 10.11, subject to the terms and conditions of the Long Term Disability Plan insurance contract. As of April 1, 1993, the contract provided that employees who become disabled while in receipt of Unemployment Insurance Maternity Benefits will be entitled to LTD Benefits after three (3) months of the disability. Employees who become disabled after Unemployment Insurance Maternity Benefits have run out will be entitled to LTD Benefits upon their prescheduled return to work, provided they are still disabled.

12.2 Parental Leave

- 12.2.1 Parental Leave of up to **six (6) consecutive months** without pay will be granted on written request, subject to the other provisions of this Clause 12.2.
- 12.2.2 A natural mother or father will apply for Parental Leave at least four (4) weeks prior to the leave and will provide a certificate from a medical doctor stating the date of birth or probable date of birth if a certificate has not already been provided.
- 12.2.3 An adopting mother or father will apply for Parental Leave at least four (4) weeks prior to the leave, if possible. If this is not possible, the employee will provide as much notice as is possible. The employee will provide a letter from the agency that placed the child confirming the adoption.
- 12.2.4 A natural mother will be granted Parental Leave immediately following the end of Maternity Leave.
- 12.2.5 A natural father will be granted Parental Leave following the birth of the child and within fifty-two (52) weeks of the birth.
- 12.2.6 An adopting mother or father will be granted Parental Leave within a fifty-two (52) week period following the date the adoptive child comes into the actual care and custody of the mother or father. At the employee's request, the Parental Leave will commence up to two (2) weeks prior to the above date in order to make the necessary arrangements to assume custody.

12.3 Adoption Leave

- 12.3.1 Adoption Leave without pay will be granted for a period of up to twelve (12) weeks.

- 12.3.2 Adoption Leave will commence immediately following the end of Parental Leave, Clause 12.2.
- 12.3.3 An employee will apply for Adoption Leave in writing at least two (2) months prior to the leave.

12.4 General Conditions

- 12.4.1 The services of an employee on any parenting leave will be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee. In the case of temporary employees, this will apply only while their temporary positions exist.
- 12.4.2 The **Institute** will continue to make payments to the benefit plans in the same manner as if the employee were not absent where:
- The **Institute** pays the total cost of the plan.
 - The employee continues to pay the employee's share of the cost of a plan that is paid for jointly by the **Institute** and the employee.

In the case of temporary employees, this will apply only while their temporary positions exist.

- 12.4.3 All benefit plan coverages, terms, conditions and eligibility requirements will at all times be covered by the actual terms and conditions of the benefit plan contracts.
- 12.4.4 For the purposes of pension contributions, the Pension (Municipal) Act states that the total parenting leave cannot exceed thirty-two (32) weeks.
- 12.4.5 Vacation and gratuity credits are not earned during the leave.
- 12.4.6 Employees who return from parenting leave will be reinstated in their previous positions, with all increments to wages and benefits which they would have been entitled to had the leave not been taken. This will apply to temporary employees only if their temporary positions still exist.
- 12.4.7 If the **Institute** has suspended or discontinued operations during the parenting leave and has not resumed operations on the expiry of the leave, the **Institute** will, on resumption of operations and subject to seniority provisions in this Agreement, comply with the provisions of Clause 13.0, Layoff, Recall and Severance Pay, and Clause 12.4.6.
- 12.4.8 The **Institute** will not terminate an employee or change a condition of employment because of parenting leave or pregnancy unless the employee has been absent for a period exceeding the period of leave.
- 12.4.9 The burden of proof is on the **Institute** that the termination of an employee or a change in a condition of employment is not because of parenting leave or pregnancy.
- 12.4.10 Employees who have exhausted their parenting leave entitlements may apply for additional leave as provided for in Clause 11.4, Leave of Absence Without Pay.

- 12.4.11 Employees who receive additional leave without pay as provided for in Clause 12.4.10 may continue their benefits by paying the full cost of the premiums. Employees are eligible to continue benefits only for a maximum of one (1) year in addition to the legislated eighteen(18) week Maternity Leave and the twelve (12) week Parental Leave.
- 12.4.12 If an employee is charged for any medical certificate required by Clause 12.0, the **Institute** will reimburse the employee for the certificate upon presentation of a receipt.
- 12.4.13 If the provisions of the Employment Standards Act of BC are amended and provide superior conditions to those contained in this Clause 12.0, the superior provisions will apply.

12.5 Regular Supplementary Unemployment Benefits

- 12.5.1 The **Institute** will provide a Supplementary Unemployment Benefit (SUB) Plan for permanent employees on Maternity or Parental Leave.
- 12.5.2 The SUB Plan will also apply to temporary employees who have completed one (1) continuous year of service averaging twenty-one (21) hours per week or more over the year who are on Maternity or Parental Leave.
- 12.5.3 The SUB Plan is to supplement the Unemployment Insurance Benefits received by employees for temporary unemployment caused by Maternity or Parental Leave.
- 12.5.4 Except as provided for in Clause 12.6, Special Supplementary Unemployment Benefits, the SUB Plan will provide covered employees with one hundred twenty five dollars (\$125) per week for seventeen (17) weeks if the employees are on Maternity Leave, or twelve (12) weeks if on Parental Leave.
- 12.5.5 If employees receive Special SUB payments as provided for in Clause 12.6, they will be eligible to receive regular SUB payments but the maximum received from the two plans will be seventeen (17) weeks.
- 12.5.6 Consistent with Unemployment Insurance regulations, an employee who adopts a special needs child who is older than six (6) months will receive seventeen (17) weeks of SUB payments.
- 12.5.7 Employees who receive these benefits for Maternity Leave are not eligible to receive them for Parental Leave.
- 12.5.8 Employees must prove that they have applied for and are in receipt of Unemployment Insurance Benefits in order to receive SUB payments.
- 12.5.9 SUB is payable for the two (2) week Unemployment Insurance waiting period.

12.6 Special Supplementary Unemployment Benefits

- 12.6.1 The **Institute** will provide a Special Supplementary Unemployment Benefit Plan (SSUB) to supplement the Unemployment Insurance Benefits received by employees on Maternity Leave who are unable to work due to a health-related absence as defined in Clause 12.1.12.

- 12.6.2 The SSUB Benefit will be paid subject to the following:
- For permanent employees: for a maximum of three (3) months in accordance with Clause 10.5.1.
 - For probationary employees: for a maximum of five (5) days in accordance with Clause 10.5.2.
 - For temporary employees: for a maximum of their accumulated sick leave credits, in accordance with Clause 2.4.20.
- 12.6.3 The benefit level paid under this SSUB Plan is set at ninety-five percent (95%) of normal gross pay minus Unemployment Insurance Benefits and required deductions.
- 12.6.4 Employees must prove that they are in receipt of Unemployment Insurance Benefits in order to receive SSUB payments.
- 12.6.5 This Plan is payable for the two (2) week Unemployment Insurance waiting period.

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13.0 LAYOFF, RECALL AND SEVERANCE PAY

13.1 Layoff

- 13.1.1 Should the **Institute** be required to reduce staff or eliminate positions covered by this Agreement, the Union will be consulted prior to the **Institute** taking any action. When possible, the **Institute** will layoff casual, temporary and probationary employees, in that order, before laying off permanent employees.
- 13.1.2 Probationary employees who are to be laid off will receive two (2) weeks' notice or pay if notice is not given.
- 13.1.3 Permanent employees who are to be laid off will receive the following notice or pay if notice is not given:
- 0 - 36 months service: four (4) weeks notice.
 - 36 months service and over: one (1) additional week notice for each year of service, to a maximum total of eight (8) weeks notice.
- 13.1.4 Permanent employees who are subject to layoff under Clause 13.1.1 may apply their seniority in the bargaining unit to displace employees with less seniority than their own provided they possess the ability to adequately perform the work of the employees being displaced, and provided they exercise their bumping rights within ten (10) working days from the notice of layoff.
- 13.1.5 Permanent Employees who assume positions in lower pay grades will have their current salaries protected until the rate for the new position exceeds the protected rate.
- 13.1.6 Should permanent employees assume part-time positions, their salaries will be prorated.

13.2 Recall

- 13.2.1 If the **Institute** determines that staff can be increased, employees who have been laid off will be recalled in the order of their seniority, provided they have the ability to adequately perform the work made available to them.
- 13.2.2 The **Institute** will give notice of recall by registered mail to the employee, who must report to work within ten (10) working days of receipt or forfeit any future rights to recall, unless, on reasonable grounds, the employee is unable to report for work at that time. If the position available is at a lower pay grade than that occupied at the time of layoff, recall rights will not be forfeited.
- 13.2.3 Laid off employees engaged in alternate employment and who are recalled will be permitted to give their current employer reasonable notice of termination to accept the recall.
- 13.2.4 No new employee will be hired until laid-off employees have been given the opportunity of recall.
- 13.2.5 Recall rights will apply for twelve (12) months following the date of layoff.
- 13.2.6 An employee who opts for severance pay will forego all bumping and recall rights.
- 13.2.7 The **Institute** will supply, on request of the Union, the names of laid-off employees contacted in the filling of a particular vacancy.

13.3 Severance Pay

- 13.3.1 The **Institute** will make severance pay available to permanent employees in addition to the required notice or pay if notice is not given.
- 13.3.2 Temporary employees are eligible for severance pay as provided for in Clause 2.4.26.
- 13.3.3 Casual and probationary employees are not eligible for severance pay.
- 13.3.4 The **Institute** will inform employees that they have the right to consult with the Union prior to accepting severance pay.
- 13.3.5 Employees who accept severance pay will give up all rights to displace other employees and all recall rights contained in Clauses 13.1 and 13.2. Should severance pay not be accepted, recall rights will be preserved.
- 13.3.6 Employees who accept severance pay will receive one (1) day's pay for each month of service, prorated for part-time employees, to a maximum of one hundred twenty (120) days pay.

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14.0 TECHNOLOGICAL CHANGE

14.1 Definition

Technological change will mean the introduction by the **Institute** of a change in its work, undertaking or business, or a change in its equipment or material from the equipment or material previously used, or a change in the manner the **Institute** carries on its work, undertaking or business related to the introduction of new equipment or material.

14.2 Introduction of Technological Change

14.2.1 The **Institute** will not introduce any technological change, as defined in Clause 14.1, which would adversely affect one or more employees in matters such as wages, working conditions, health and safety, security of employment or other related concerns during the life of this Agreement.

14.2.2 The **Institute** will provide the Union with complete information as far in advance as possible of any proposed technological change.

14.3 Training

Where new equipment or other new technology is introduced for which training is required, the **Institute** will provide adequate training as it determines is appropriate to the need. Training will normally be on **Institute** time, but if the training is arranged on an evening or other basis, there will be compensating time off at straight time.

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15.0 SENIORITY

15.1 Definition

15.1.1 Seniority is defined as the length of service in the bargaining unit for all permanent employees.

15.1.2 Seniority will be a factor in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the work force, recall and access to preferred shifts, vacation, and other working conditions, as set out in other provisions of this Agreement.

15.2 Seniority List

15.2.1 The **Institute** will maintain a seniority list showing **the current classification and** the date upon which each employee's service commenced.

15.2.2 Where two or more employees commenced work on the same day, preference will be in accordance with the date of applications for employment.

15.2.3 An up-to-date seniority list will be sent to the Union and posted on the Union bulletin boards at the Institute in January of each year.

15.3 Loss of Seniority

15.3.1 Employees will not lose seniority rights if they are absent from work because of:

- Sickness
- Disability
- Accident
- Layoff of less than one year
- Labour dispute, or
- Leave of absence approved by the **Institute**

15.3.2 Employees will only lose their seniority if:

- They are discharged for just cause and not reinstated.
- They voluntarily resign, or abandon their position.
- They voluntarily leave the bargaining unit, except as otherwise provided in this Agreement.
- They are laid off for more than one (1) year, or
- They accept severance pay as provided for in Clause 13.3.

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16.0 EDUCATIONAL AND PROFESSIONAL DEVELOPMENT

16.1 Education Leave

16.1.1 The **Institute** will not unreasonably deny leave to attend an educational institution to a permanent employee with at least one (1) year of continuous service.

16.1.2 If leave is denied, the reasons for denial will be provided in writing to the employee, who may pursue the matter through the grievance procedure.

16.1.3 Extensions to leaves may be granted provided the total duration of the leave does not exceed the one (1) year.

16.1.4 Requests for Education Leave beyond that provided in Clauses 16.1.1 and 16.1.3 will be considered under Clause 11.4, Leave of Absence Without Pay.

16.1.5 Employees may be reimbursed for the cost of courses, with prior approval, provided proof of successful completion or required attendance at the course is provided and the course is of significant benefit to the **Institute** and the employees.

16.1.6 **The Institute agrees to amend its current policy to incorporate the concept that where the course benefits the Institute directly it will be on paid time. If the course is only offered**

outside the employee's work time the course attendance time off will be scheduled at a mutually convenient time.

- 16.1.7 Applications for Education Leave for periods in excess of ten (10) working days must normally be submitted to the **Institute** President two (2) months prior to the beginning of the requested leave.
- 16.1.8 Applications for leave for periods of ten (10) working days or less will be submitted with as much lead time as practical.
- 16.1.9 Education Leaves will be without pay unless otherwise authorized. The normal benefit premium share will continue for the duration of the leave.
- 16.1.10 Employees who do not return to work following an Education Leave may be required to repay any benefit premiums and tuition fees the **Institute** has paid on their behalf during the leave. Repayment may be deducted from any vacation, gratuity or other pay that the employees are entitled to.

16.2 Emily Carr Courses

- 16.2.1 With the permission of the **Institute** President or designate, **all** employees may have registration fees waived for **Institute** courses **in accordance with the provisions of this article**.
- 16.2.2 Employees will take the courses on their time and not during assigned working hours.
- 16.2.3 Employees will meet the necessary entrance requirements for the course.
- 16.2.4 If the potential enrolment of non-employee applicants for the course exceeds the maximum number of students allowed by the **Institute** and/or the designated instructor, employees will not be permitted to participate at that time.
- 16.2.5 Employees will not be counted as official "enrolled students" in order for the course to exceed the minimum number of students stipulated by the **Institute** and/or the designated instructor.
- 16.2.6 The **Institute** President or designate may consider any request for rescheduling or Leave of Absence Without Pay to attend courses. Requests will be made in writing at least five (5) days prior to the commencement of the course. Rescheduling or leave will not adversely affect the operational requirements of the **Institute**.

16.3 Professional Development

- 16.3.1 Professional Development Leave with pay is available to a maximum of ten (10) days a year for each temporary and permanent employee who has completed one (1) year of continuous service (prorated for part-time employees).
- 16.3.2 Professional Development may be used for visits to other institutions, day lectures, seminars, symposiums, etc. which are deemed beneficial equally to the employee and the **Institute**.

- 16.3.3 Requests for Professional Development may be generated by the employee or the **Institute**.
- 16.3.4 Employees who wish Professional Development Leave will apply in writing to the **Institute** President or designate, normally two (2) months in advance.

16.4 Employee Education Committee

- 16.4.1 A committee of three (3) Union and three (3) **Institute** representatives will review the operation of clauses on Professional Development, Education Leave and training in response to technological change and Emily Carr **Institute** courses.
- 16.4.2 The committee will review and consider the Union's proposals relating to course fee payment and other issues regarding employee education.
- 16.4.3 The committee may develop and arrange courses of benefit and interest to **Institute** employees.
- 16.4.4 The committee will meet on **Institute** time.

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17.0 EMPLOYEE RIGHTS

17.1 Human Rights

- 17.1.1 There will be no discrimination exercised or practised with respect to any employee by reason of age, race, creed, colour, place of origin, religion, political affiliation or activity, sexual orientation, sex, marital status, place of residence, disability, conviction for a criminal or summary conviction charge that is unrelated to the employment or to the intended employment of that person, nor by reason of an employee's membership or activity in the Union.
- 17.1.2 Violations of the above will be eligible to be processed under the Grievance Procedure, Clause 6.0

17.2 Harassment

- 17.2.1 Harassment in the workplace is unacceptable. **The Institute is committed to providing all employees with a work environment free from sexual and personal harassment.**
- 17.2.2 The Grievance Procedure, Clause 6.0, will only be used where Harassment is alleged against excluded staff or members of another bargaining unit. At the option of the grievor, such a grievance may begin at Step 2 of the Grievance Procedure.

17.3 Personal Duties

- 17.3.1 Employees will not be required to perform duties of a personal nature for supervisory personnel.

- 17.3.2 Employees' refusal to perform such duties will not be considered a violation of this Agreement, nor will it be grounds for disciplinary action.

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18.0 NOTIFICATION AND FILLING OF VACANCIES

18.1 Notification of Vacancies

18.1.1 Before filling any temporary vacancy expected to exceed three (3) continuous months or any permanent vacancy covered by this Agreement, notice of the vacancy will be posted in a conspicuous place on a bulletin board designated exclusively for that purpose by the **Institute** for a minimum of ten (10) working days. **Notices will be mailed to employees who are expecting to be away from the Institute. The request for mailing will be in writing and submitted to Human Resources.**

18.1.2 If a temporary vacancy which was not expected to exceed three (3) continuous months eventually does exceed three (3) months, it will be posted at that time.

18.1.3 A temporary vacancy of uncertain length beyond the **Institute's** control, such as a sick leave replacement, may be posted with a note that the actual length of the temporary work may be shorter or longer than that indicated.

18.1.4 The notice of vacancy will include the job title, qualifications required, outline of general duties, hours and days of work, pay grade, salary range and any premiums, length of any temporary assignment, the duty period if it is a term position, competition closing date and job location, without prejudice to the **Institute's** right to transfer employees.

18.1.5 All notices required by this Clause will be sent to the Union.

18.2 Filling of Vacancies

18.2.1 In filling vacancies, internal applicants will be considered prior to any external applicants.

18.2.2 Where there are two or more permanent employees who are capable of doing the job to the standard required by the **Institute**, the job will be awarded to the senior applicant.

18.2.3 External applicants will be considered only where there is no internal applicant capable of doing the job to the standard required by the **Institute**.

18.2.4 Employees who have not been selected for a posted vacancy may, following discussion with the person responsible for the decision, request and receive the specific reasons in writing why they were not selected. If employees choose to initiate a grievance over their non-selection, the Grievance Time Limits in Clause 6.0 will begin when the employees have received the written reasons for non-selection.

18.2.5 Temporary employees will be considered for vacancies as provided for in Clause 2.4.27.

18.3 Promotion or Transfer

- 18.3.1 Employees who are promoted or transferred to new positions will serve a three (3) month working trial period in the new positions before being confirmed in the appointment.
- 18.3.2 Employees who are not successful in the trial period will be returned to their previous positions or to other positions at the same pay grade as their previous positions. The **Institute** will notify any employees who may be affected by this Clause when it makes an offer of employment and in the appointment letters.
- 18.3.3 Permanent employees who are promoted or transferred to temporary position will return to their previous positions when the temporary assignments are complete.
- 18.3.4 Upon promotions through competition, employees will be placed on the scale according to their length of service with the **Institute** and without change to their increment date.

18.4 Rehiring

- 18.4.1 Former employees who are rehired on a permanent (including probationary) basis within twelve (12) months of leaving employment will be credited with:
- Length of service for benefit, increment and vacation entitlement.
 - Sick and gratuity leave credits (for which they had not been previously paid), and
 - Seniority
- that they had accumulated, except where severance pay has been accepted.
- 18.4.2 Employees rehired on a temporary or casual basis within twelve (12) months will be credited with accumulated length of service as applicable under their current status, including increments.

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19.0 VDT OPERATORS' PROTECTION

In keeping with the **Institute's** commitment to the occupational health of its employees engaged in the operation of equipment with video display terminals, (VDT operators), this Clause 19.0 will apply specifically to those employees.

19.1 Installations

All installations will meet the standards of the Ministry of Labour Occupational Environment Branch.

19.2 Pregnant Employees

Pregnant employees will be entitled, upon request, to be transferred to other work, away from the VDT, without loss of pay.

19.3 Work Hours

Employees will not be compelled to work longer than two (2) consecutive hours at a VDT before receiving either a rest or meal break or assignment to other duties, for a minimum of fifteen (15) minutes.

19.4 Production Measurements

19.4.1 Volume measurements may be necessary to obtain an objective evaluation of the level of production of a group, a section or an office.

19.4.2 There will be no individual work measurement.

19.5 Employee Health and Vision Care

19.5.1 In recognition of the fact that continued exposure to video display terminals may cause damage to an employee's health and/or vision, the **Institute** will sponsor and pay for complete physical examinations and vision examinations at the commencement of an employee's assignment to a video display terminal and annually after that.

19.5.2 VDT operators are urged to have a complete physical and vision examination annually so that a doctor can make an accurate assessment of any change to the employee's health that may result from operating a VDT.

19.5.3 The **Institute** will provide time off with pay for examinations.

19.5.4 The **Institute** will cover any employee costs for glasses, beyond what is provided under the Extended Health Plan, provided that it can be proven that the requirement for glasses is a result of working at the VDT at the **Institute**.

19.5.5 In their letters of appointment, employees will be advised to have an eye examination. The letters will recommend that the results of the examination be placed on their personnel file.

19.6 Occupational Health and Safety Updates

The **Institute** will allow the Union up to four (4) hours with each employee (on a group basis, where practical) on an annual basis for the purpose of updating the employee's knowledge of current developments in the area of Occupational Health and Safety as it pertains to video display terminals.

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20.0 OCCUPATIONAL HEALTH AND SAFETY

20.1 Health and Safety Committee

20.1.1 The **Institute** and the Union will maintain an Occupational Health and Safety Committee as required under the Workers' Compensation Act regulations.

20.1.2 The Committee will meet according to the Workers' Compensation Board Industrial Health and Safety Regulations at regular intervals to be determined by the Committee.

20.1.3 The Committee will make recommendations on unsafe, hazardous, or dangerous conditions with the aim of preventing and reducing the risk of occupational injury and illness.

20.1.4 **The Institute undertakes to correct any working conditions and ergonomic environments which are not safe.**

20.2 Protective Clothing

20.2.1 The **Institute** will provide protective clothing and equipment determined necessary by the Occupational Health and Safety Committee.

20.2.2 **Requests for replacement of safety gear which has deteriorated will not be unreasonably denied.**

20.3 Pregnant and Disabled Employees

20.3.1 Every reasonable effort will be made to maintain employment for pregnant and disabled employees in receipt of a medical certificate advising against performing their regular duties by providing these employees with work that is compatible with their abilities but does not create unnecessary work.

20.3.2 Pregnant employees will be entitled, upon request, to be transferred away from work that involves hazardous fumes, chemicals, magnetic fields, and/or heavy lifting without loss of pay.

20.4 First Aid Training

20.4.1 The normal hours of work and overtime provisions will be relaxed to allow for first aid training as provided for in this Clause 20.4.

20.4.2 Employees who have been designated and agreed to serve as Industrial First Aid attendants will have course and material fees paid by the **Institute** for obtaining, maintaining or upgrading an Industrial First Aid ticket.

20.4.3 Employees will be given leave with pay to attend these courses.

20.4.4 Every effort will be made to enable employees to take the regular course. However, an employee may elect to take the evening or compressed course.

20.5 First Aid Premium

Employees required to hold an Industrial First Aid ticket will be paid the following premiums:

- "A" Ticket: \$120 per month
- "B" Ticket: \$100 per month
- "C" Ticket: \$80 per month

21.0 MISCELLANEOUS ISSUES

21.1 Personnel File

- 21.1.1 Employees or their designates will have access to all material in their personnel files at a time which is mutually convenient to the **Institute** and the employees in the presence of someone authorized by the **Institute**.
- 21.1.2 Employees will be notified of any negative or adverse material to be placed in their personnel files within ten (10) working days of the entry being made.
- 21.1.3 Any item placed on an employee's file that may adversely affect an employee will be copied to the employee indicating its placement on the file.
- 21.1.4 Failure to notify employees will result in the removal of the material from the file.
- 21.1.5 Any material placed on a file prior to April 1, 1992 will not be subject to Clauses 21.1.2, 21.1.3 or 21.1.4.
- 21.1.6 Except for routine administrative access, files will be open to other persons only with the written consent of the employee concerned.
- 21.1.7 A separate file will be established for grievance correspondence.

21.2 General Changes

- 21.2.1 Any reports or recommendations about to be made to the **Institute** dealing with matters covered by this Agreement, including recommendations for changes in methods of operation that may affect wage rates, will be made known to the Union before they are dealt with by the **Institute** to allow the Union reasonable opportunity to consider them and to make representations to the **Institute** concerning them.
- 21.2.2 If employees are deprived of employment by an implementation of these changes, they will receive priority consideration for other employment with the **Institute** provided they have the required qualifications. **This priority consideration will be consistent with the lay-off provisions and other clauses dealing with acquired rights.**

21.3 Correspondence

- 21.3.1 The **Institute** will make every effort to copy the Union on any and all correspondence to members of the bargaining unit that applies or interprets the Agreement or is a statement of **Institute** policy, or is a general notice for employees.
- 21.3.2 Should the **Institute** inadvertently fail to copy the Union on any of this correspondence, no penalty will apply. Should an error be discovered, it will be corrected retroactively.

21.4 Excess Workload

- 21.4.1 When an employee is absent, another employee may be required to carry out some of the duties of the absent employee. In this event, priorities will be established by the employee and supervisor to accommodate the work to be performed. This Clause is not intended to supersede Clause 9.3 Substitution.
- 21.4.2 Employees who have concerns about workload may consult with their immediate supervisors to review priorities and explore other strategies to resolve the workload problem.
- 21.4.3 If the concern is not resolved, the employees may refer the matter to the Coordinator of Human Resources who will investigate the matter and recommend solutions.
- 21.4.4 The **Institute** is committed to providing employees with a humane and supportive workplace. Issues surrounding workload will be dealt with by the **Institute** in this spirit.

21.5 Disciplinary Meetings

- 21.5.1 When a supervisor or manager meets with an employee for the purpose of disciplining the employee, or where a meeting becomes disciplinary, **or where an employee states they feel it is a disciplinary meeting**, the employee has the right to have a shop steward present, **even if it involves temporarily adjourning the meeting. If the employee is a shop steward, the employee has the right to have another Union representative present.**
- 21.5.2 The supervisor or manager will advise the employee of the right to have a shop steward present in advance of the meeting.

21.6 Present Conditions and Benefits

Any working conditions and welfare benefits, or other conditions of employment at present in force which are not specifically mentioned in this Agreement and are not contrary to its intention, will continue with full force and effect for the duration of this Agreement.

21.7 Production of Agreements

- 21.7.1 Agreements will be produced and distributed within sixty (60) calendar days of the parties signing the Memorandum of Agreement.
- 21.7.2 The **Institute** and the Union will commit the necessary resources to accomplish this.
- 21.7.3 The **Institute** and the Union will alternate responsibility for producing the signing copies of the Agreement.
- 21.7.4 Sufficient copies of the Agreement will be produced for all existing and new employees, along with a reasonable number of copies for the use of the **Institute** and the Union.
- 21.7.5 The Union and the **Institute** will share equally the cost of producing copies of the Agreement.

21.8 Employment Standards Act

21.8.1 The **Institute** will apply Sections 32(3) (Periods Free From Work), 34 (Minimum Daily Pay) and 35 (Hours Free From Work) of the Employment Standards Act. See Schedule H for details of these sections.

21.8.2 Other provisions of the Employment Standards Act will apply, as provided for in the Act.

21.9 Ethics and Institute Policy

If employees feel they are being asked to do something unethical or in violation of **Institute** policy, they may pursue the matter through the Grievance Procedure (Clause 6.0) but this will not be arbitrable.

21.10 Notice of Construction and Workspace Changes

21.10.1 The **Institute** will provide advance notice to all employees who may be affected by construction, renovations, repairs and maintenance, including the use of chemicals, so that the employees may make alternate arrangements to minimize disruption to their work.

21.10.2 When the **Institute** intends to make changes to any workspaces, it will discuss the proposed changes with all affected employees prior to making the changes.

21.11 Discipline or Dismissal

21.11.1 The Labour Relations Code, section 84 (3), currently requires the following provision to be in the Agreement: "The employer will not dismiss or discipline an employee bound by this agreement except for just and reasonable cause."

21.11.2 If the legislation changes, the Agreement will be changed accordingly.

21.12 Written Response

Employees or the Union are entitled to receive from the **Institute** a written answer to any written question concerning the interpretation or application of the Agreement, **Institute** policy or **Institute** benefit plans.

21.13 Public Institute Board Meetings

The **Institute** will provide the Union with minutes of all public **Institute** Board meetings. The **Institute** will provide the Union with agendas in advance of the meetings.

21.14 Retirement Age

21.14.1 Employees will normally retire by age sixty-five (65).

21.14.2 If employees wish to continue employment after this date they may apply in writing to the **Institute** President.

21.14.3 Any decision made with respect to this clause will be at the discretion of the **Institute** President and will not be subject to the Grievance Procedure.

- 21.14.4 Employees who work beyond age sixty-five (65) will be covered by all the terms and conditions of this Agreement except where prohibited by legislation or benefit plan insurance contracts.
- 21.14.5 **The Institute agrees to explore an early retirement incentive plan, such plan to be offered at the discretion of the Institute.**

21.15 Early Return From Leave

- 21.15.1 Employees on leaves allowed by this Agreement who notify the **Institute** in writing that they wish to return to work prior to the scheduled end of their leaves will be offered any available casual work for which they are qualified in order of seniority.
- 21.15.2 Irrespective of seniority, these employees will have access to casual work prior to it being offered to permanent part-time or term employees (see Clause 2.9).
- 21.15.3 Employees who accept casual work will be paid the hourly rate for the classification plus four and four-tenths percent (4.4%) in lieu of general holidays. Step placement and vacation pay will be based on accumulated casual service.
- 21.15.4 In accordance with existing pension legislation, if employees are contributors to the Municipal Pension Plan, all hours, excluding overtime, are pensionable and will contribute to pensionable service.

21.16 Recovery of Overpayments

- 21.16.1 It is the intention of the **Institute** to recover overpaid wages occurring due to clerical error using the procedure contained in this Clause 21.16.
- 21.16.2 When an obvious overpayment has occurred, it may be corrected within one (1) month of its occurrence, without need for consultation with the affected employee or the Union.
- 21.16.3 If an overpayment occurred which was not corrected within one (1) month of its occurrence, the **Institute** will notify the affected employee and the Union in writing, specifying:
- The amount of overpayment claimed.
 - A general description of the situation which gave rise to the claimed overpayment.
 - A detailed calculation of the claimed overpayment.
 - The intended schedule of recovery.
 - The employee's right to consult with the Union regarding this matter.
- 21.16.4 Should the employee or the Union dispute either the intended recovery or the calculation provided, the matter will be discussed informally with the Coordinator of Human Resources and an effort made to reconcile the calculation and to accommodate the employee regarding the schedule of recovery. If alternate arrangements are agreed, they will be confirmed in writing to all concerned.
- 21.16.5 If agreement cannot be reached informally, the matter will be dealt with through the Grievance Procedure commencing at Step 2. Recovery will not proceed until the grievance is resolved.

- 21.16.6 If the employee leaves the employment of the **Institute** before recovery is accomplished, complete recovery will form part of the normal end-of-employment reconciliation practices.
- 21.16.7 This Clause 21.16 does not apply to normal reconciliation at the end of employment for vacation, gratuity leave and other entitlements where reconciliation is clearly specified in the Agreement, or to garnishees or other court-ordered claims initiated by a third party.

21.17 Hiring Committees

Supervisors who are Union members will be on Hiring Committees for positions they supervise. The **Institute** will not be required to delay the hiring process or contact employees if employees are on leave.

21.18 Singular and Plural

When the singular is used in this Agreement, it will include the plural, and vice versa, when the context requires.

21.19 Personal Computer Purchase Plan

The Institute agrees to include Support Staff in the Computer Purchase Assistance Plan currently in place for Faculty.

THIS AGREEMENT SIGNED ON THE _____ DAY OF _____ 1997.

FOR THE UNION:

FOR THE INSTITUTE:

Rick Gates
President

Jeff George
Chairman, Board of Governors

Sherry Woods
Secretary-Treasurer

Ron Burnett
President

Lu Hogan
Bargaining Committee

Michael Clifford
Vice President, Finance & Administration

Lisa McNiven
Bargaining Committee

Valerie Ninnis
Human Resources Manager

Daniel Jolliffe
Bargaining Committee

Vicki Montgny
Bargaining Committee

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SCHEDULE A

ALLOCATION OF CLASSIFICATIONS TO PAY GRADES

| Pay Grade | Classification | Working Titles Covered |
|-----------|--|---|
| 1 | Clerk 1 Handyperson 1 | Audio Visual Clerk 1 |
| 2 | Clerk 2 Library Assistant 1 | |
| 3 | Clerk Typist 1 | |
| 4 | Handyperson 2 | |
| 5 | Accounting Clerk 1 Clerk Typist 2 Library Assistant 2 Receptionist 1 | |
| 6 | | |
| 7 | Accounting Clerk 2 Clerk 2 Clerk Typist 3 Shipper/Receiver Trades Helper 1 | Audio Visual Clerk 2 Facilities Clerk |
| 8 | Library Assistant 3 Receptionist/Switchboard Operator 2 | |
| 9 | Accounting Clerk 3 Financial Aid Clerk Secretary 1 Shipper/Receiver Trades Helper 2 | Accounts Payable Clerk |
| 10 | Administrative Assistant 1 Audio Visual Technician 1 Library Assistant 4 | Gallery Assistant 1 |
| 11 | Administrative Assistant 2 Payroll Clerk 2 Senior Library Assistant 1 | Administrative Assistant 2 - Community Relations |
| 12 | Accountant 1 Financial Aid Officer | |
| 13 | Administrative Assistant 3 Admissions Officer Audio Visual Technical Assistant Payroll Clerk 3 Senior Library Assistant 2 Technical Assistant | Administrative Assistant 3, Continuing Education Administrative Assistant 3, Records & Registration Facilities Services Coordinator Payroll Supervisor |
| 14 | Administrative Assistant 4 | |
| 15 | Assistant Registrar, Admissions Assistant Registrar, Records & | |

| Pay Grade | Classification | Working Titles Covered |
|-----------|---|-------------------------------------|
| | Registration Audio Visual Technician 2 Financial Awards Advisor Operating Engineer Studio Assistant 1 | |
| 16 | Gallery Assistant 2 Senior Administrative Assistant Studio Assistant 2 | Coordinator of Photography Services |
| 17 | Facilities Engineering Supervisor | |
| 18 | Audio Visual Coordinator Coordinator of Academic Administration Studio Coordinator | |

This is a list of classifications in effect on April 1, 1996 and is subject to changes as a result of reviews conducted according to the terms of Clause 7.0, Classification and Salary Review.

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SCHEDULE B

MONTHLY RATES EFFECTIVE 1 APRIL 1995 (REVISED 9 JULY 1997)

| PAYGRADE | 1 | 2 | 3 | 4 |
|----------|-------|-------|-------|-------|
| 1 | 2,366 | | | |
| 2 | 2,366 | 2,390 | | |
| 3 | 2,366 | 2,390 | 2,418 | |
| 4 | 2,366 | 2390 | 2,418 | 2,448 |
| 5 | 2,390 | 2,418 | 2,448 | 2,480 |
| 6 | 2,418 | 2,448 | 2,480 | 2,515 |
| 7 | 2,448 | 2,480 | 2,515 | 2,551 |
| 8 | 2,480 | 2,515 | 2,551 | 2,594 |
| 9 | 2,515 | 2,551 | 2,594 | 2,641 |
| 10 | 2,551 | 2,594 | 2,641 | 2,712 |

| | | | | |
|----|-------|-------|-------|-------|
| 11 | 2,594 | 2,641 | 2,712 | 2,773 |
| 12 | 2,641 | 2,712 | 2,773 | 2,891 |
| 13 | 2,712 | 2,773 | 2,891 | 3,011 |
| 14 | 2,773 | 2,891 | 3,011 | 3,128 |
| 15 | 2,938 | 3,064 | 3,188 | 3,332 |
| 16 | 3,111 | 3,253 | 3,393 | 3,537 |
| 17 | 3,253 | 3,393 | 3,537 | 3,705 |
| 18 | 3,393 | 3,537 | 3,705 | 3,883 |
| 19 | 3,537 | 3,705 | 3,883 | 4,069 |

SCHEDULE B

***HOURLY RATES EFFECTIVE 1 APRIL 1995
(REVISED 9 JULY 1997)***

| PAYGRADE | 1 | 2 | 3 | 4 |
|-----------------|----------|----------|----------|----------|
| 1 | 15.60 | | | |
| 2 | 15.60 | 15.76 | | |
| 3 | 15.60 | 15.76 | 15.94 | |
| 4 | 15.60 | 15.76 | 15.94 | 16.14 |
| 5 | 15.76 | 15.94 | 16.14 | 16.35 |
| 6 | 15.94 | 16.14 | 16.35 | 16.58 |
| 7 | 16.14 | 16.35 | 16.58 | 16.82 |
| 8 | 16.35 | 16.58 | 16.82 | 17.10 |
| 9 | 16.58 | 16.82 | 17.10 | 17.41 |
| 10 | 16.82 | 17.10 | 17.41 | 17.88 |
| 11 | 17.10 | 17.41 | 17.88 | 18.28 |
| 12 | 17.41 | 17.88 | 18.28 | 19.06 |
| 13 | 17.88 | 18.28 | 19.06 | 19.85 |

| | | | | |
|----|-------|-------|-------|-------|
| 14 | 18.28 | 19.06 | 19.85 | 20.62 |
| 15 | 19.37 | 20.20 | 21.02 | 21.97 |
| 16 | 20.51 | 21.45 | 22.37 | 23.32 |
| 17 | 21.45 | 22.37 | 23.32 | 24.43 |
| 18 | 22.37 | 23.32 | 24.43 | 25.60 |
| 19 | 23.32 | 24.43 | 25.60 | 26.83 |

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SCHEDULE C

*STUDIO ASSISTANT REVIEW
(From 1991 - 1993 Bargaining)*

The Institute agrees on expeditious treatment of the following procedure:

1. The Institute will draft job specifications for Studio Coordinator, Studio Assistant and Technical Assistant classifications. These specifications will be sent to the Union for questions and/or comments. It is understood that class specifications will reflect the duties currently being performed and will be applied on a consistent basis.
2. If the Union disagrees at this point the matter may be referred to a mutually agreed to arbitrator specializing in the field of classifications who will have the authority to finalize the class specification. In the event the parties are unable to agree on an arbitrator, either party may apply to the Minister of Labour to appoint an arbitrator who specializes in the field of classifications.
3. The class specifications will be reviewed by a mutually agreed to arbitrator specializing in the field of classification who will establish the salary ranges in accordance with our language covering classification review (Clause 7.0). In the event the parties are unable to agree on an arbitrator, either party may apply to the Minister of Labour to appoint an arbitrator who specializes in the field of classifications.
4. The findings of the review will be final and binding on both parties.
5. The Institute will review employees performing similar kinds of duties and determine which specification reflects the employee's duties. This includes all employees in the classifications of Technical Assistant, Studio Assistant 1, 2 and 3 and Studio Coordinator.
6. If the Union disagrees with the placement, an arbitrator will be chosen from the list included in Step 3 of the Classification Review Procedure (Clause 7.2.16) to resolve the disagreement.

7. This proposal does not contemplate removing any class specifications from our collective agreement.
8. The Institute and the Union will share the cost of the arbitrator used in the above process.
9. Retroactive adjustments will be made effective April 1, 1991, or the date the employee commenced employment or when the duties that move the classification to the higher rate commenced, whichever is later. Any employee whose position is downgraded shall be subject to the provisions of Clause 7.3.4.

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SCHEDULE D

UNDERSTANDINGS FROM 1993-1996 BARGAINING

1. Employee Education Committee

The Employee Education Committee referred to in Clause 16.4 will meet as soon as possible following the signing of this Agreement.

2. Deferred Salary Leave Plan

The Institute and the Union will investigate the feasibility of the creation of a Deferred Salary Leave Plan. The Faculty and Administration will be invited to participate but the refusal of either of these groups to participate or to not agree to the creation of a Plan will not prevent the creation of a Plan for CUPE members.

3. Maternity Leave

- Clause 12.1.11 is intended to reflect recent legal decisions regarding pregnant employees. Should it be claimed that this provision is not consistent with these decisions or should further legal decisions or legislation clarify the matter, the Institute and the Union will discuss the matter and attempt to reach agreement on what, if any, changes are necessary to the Agreement.
- If the Institute and the Union cannot reach agreement, either party may refer the matter to an arbitrator as provided for in Clause 6.5 for a final and binding decision.

4. Alternatives to Flex Time

The Union and the Institute will establish a committee to investigate alternatives to the current flex time plan, Clause 8.2, during the term of this Agreement. The Committee will recommend any agree upon alternatives to the Union and the Institute for consideration.

UNDERSTANDINGS FROM 1996 - 1998 BARGAINING

1. Financial Package

- A total compensation package equal to a cost of 1.0% of base salaries, not to be effective sooner than 30 November 1997.

2. Amalgamation, Regionalisation and Merger Protection

- The Institute agrees to sign a Letter of Agreement which states: “The Institute and the Union agree that the provisions of Bill 84 - Labour Relations Code of BC, specifically Division 3 - Successor Rights and Obligations, Sections 35, 36, 37 and 38 in effect on 30 May 1997, shall continue to apply for the term of the Collective Agreement.

3. Meeting Space

- The Institute shall make available private space to accommodate meetings between a Union representative and individual members.
- The Institute agrees to sign a Letter of Understanding which states: “The Institute agrees that it is desirable for the Union to have reasonable office space on the Institute’s premises. However, at the current time space is unavailable to accommodate this request. The Institute agrees to make reasonable efforts to provide office space as soon as feasible. The Union acknowledges that delivery of Institute educational programs has priority for available space.”

4. Professional Development

- The Institute agrees to amend it’s current policy to incorporate the concept that where the course benefits the Institute directly it will be on paid time. If the course is only offered outside the employee’s work time the course attendance time off will be scheduled at a mutually convenient time.

5. Personal Computer Purchase Plan

The Institute agrees to include Support Staff in the Computer Purchase Assistance Plan currently in place for Faculty.

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SCHEDULE E
GRIEVANCE PROCEDURE

| | | | TIME LIMITS | | |
|------|---|---|---|------------------------|------------------------------------|
| STEP | METHOD TO INITIATE | WHO'S INVOLVED | INITIATE OR ADVANCE | MEETING TO HAPPEN | RESOLVE |
| 1 | In writing to the Coordinator of Human Resources and the Union Office indicating the nature | Employee/steward or Union Rep and Coordinator of Human Resources or designate | Within 15 working days of the event or becoming aware | Within 10 working days | Within working days of the meeting |

| | | | TIME LIMITS | | |
|------|---|---|---|--------------------------|---------------------------------------|
| STEP | METHOD TO INITIATE | WHO'S INVOLVED | INITIATE OR ADVANCE | MEETING TO HAPPEN | RESPONSE |
| 2 | In writing to the Coordinator of Human Resources and the Union Office | Employee/steward and Union Rep and VP Finance and Administration or designate | Within 10 working days of the Step 1 response | Within 10 working days | Within 10 working days of the meeting |
| 3 | In writing to the President and the Union Office | Not specified | Within 20 working days of the Step 2 response | Within 30 calendar days* | Within 30 calendar days* |
| 4 | In writing to the President and the Union Office | Not specified | Within 20 working days of the Step 2 or Step 3 response | Not specified** | Not specified |

* The hearing and the response depend on the Investigator's schedule

** The hearing and the response depend on the Arbitrator's schedule

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SCHEDULE F ***CLASSIFICATION AND SALARY REVIEW CHARTS***

Classification Review Process

| | |
|---|--|
| 1 | An employee, the Union or the Institute may request a review in writing to the Coordinator of Human Resources. |
| 2 | The Institute gives a questionnaire to the employee within 5 days of the request. |
| 3 | The employee has 40 days to return the questionnaire to Human Resources or the review is dropped. |
| 4 | The Institute has 20 days to meet with the employee and 10 days to develop a job description which is sent to the Union and the employee. |

| | |
|----|--|
| 5 | If the Union agrees with the job description, go to #7. |
| 6 | If the Union does not agree with the job description, it shall notify the Institute within 20 days. The Institute and the Union meet within 20 days to discuss the job description. The Institute responds within 10 days. If agreement is not reached, the Union may refer the dispute to arbitration (#11). |
| 7 | If the job description is agreed upon, the Institute completes the review within 30 days and sends the results to the Union and the employee. |
| 8 | If the Union agrees, the review is completed. If the Union disagrees, it notifies the Institute within 20 days and within another 30 days gives the Institute its reasons for disagreeing. |
| 9 | The Institute and the Union meet within 20 days. |
| 10 | The Institute responds within 10 days of the meeting. |
| 11 | If there is no agreement, the Union may refer the dispute to arbitration. (Note: the Union may refer it to the Investigator [see Clause 6.4]; time periods at this step depend on the arbitrator's schedule.) |

NOTE: all times limits are in working days.

*NOTE: *see Clause 7.2 - Classification and Salary Review Procedure for actual language*

SCHEDULE F

Salary Review Process

| | |
|---|--|
| 1 | The Union or the Institute may initiate a review in writing. |
| 2 | The Institute completes the review within 60 days and notifies the Union of the results |
| 3 | If the Union agrees, the review is completed. If the Union disagrees, it notifies the Institute within 20 days and within another 30 days gives the Institute its reasons for disagreeing. |
| 4 | The Institute and the Union meet within 20 days. |
| 5 | The Institute responds within 10 days of the meeting. |

| | |
|---|--|
| 6 | If there is no agreement, the Union may refer the dispute to arbitration. NOTE: the Union may refer it to the investigator [see Clause 6.4]; time periods at this step depend on the arbitrator's schedule. |
|---|--|

NOTE: all time limits are in working days

*NOTE: *see Clause 7.2 - Classification and Salary Review Procedure for actual language*

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SCHEDULE G

***TABLE SHOWING VACATION ENTITLEMENT IN HOURS (SEE CLAUSE 10.1)
(EFFECTIVE 27 JUNE 1997)***

| Start Year | 1993 | 1994 | 1995 | 1996 | 1997 | 1998 | 1999 | 2000 |
|------------|------|------|------|------|------|------|------|------|
| 1998 | N/A | N/A | N/A | N/A | N/A | 112* | 147 | 147 |
| 1997 | N/A | N/A | N/A | N/A | 112* | 147 | 147 | 147 |
| 1996 | N/A | N/A | N/A | 112* | 147 | 147 | 147 | 147 |
| 1995 | N/A | N/A | 112* | 147 | 147 | 147 | 147 | 154 |
| 1994 | N/A | 112* | 147 | 147 | 147 | 147 | 154 | 161 |
| 1993 | 112* | 147 | 147 | 147 | 147 | 154 | 161 | 168 |
| 1992 | 147 | 147 | 147 | 147 | 154 | 161 | 168 | 175 |
| 1991 | 147 | 147 | 147 | 154 | 161 | 168 | 175 | 182 |
| 1990 | 147 | 147 | 154 | 161 | 168 | 175 | 182 | 189 |
| 1989 | 147 | 154 | 161 | 168 | 175 | 182 | 189 | 196 |
| 1988 | 154 | 161 | 168 | 175 | 182 | 189 | 196 | 203 |
| 1987 | 161 | 168 | 175 | 182 | 189 | 196 | 203 | 210 |
| 1986 | 168 | 175 | 182 | 189 | 196 | 203 | 210 | 217 |
| 1985 | 175 | 182 | 189 | 196 | 203 | 210 | 217 | 217 |
| 1984 | 182 | 189 | 196 | 203 | 210 | 217 | 217 | 217 |
| 1983 | 189 | 196 | 203 | 210 | 217 | 217 | 217 | 217 |
| 1982 | 196 | 203 | 210 | 217 | 217 | 217 | 217 | 217 |
| 1981 | 203 | 210 | 217 | 217 | 217 | 217 | 217 | 217 |
| 1980 | 210 | 217 | 217 | 217 | 217 | 217 | 217 | 217 |
| 1979 | 217 | 217 | 217 | 217 | 217 | 217 | 217 | 217 |
| 1978 | 217 | 217 | 217 | 217 | 217 | 217 | 217 | 217 |
| 1977 | 217 | 217 | 217 | 217 | 217 | 217 | 217 | 217 |

| | | | | | | | | |
|------|-----|-----|-----|-----|-----|-----|-----|-----|
| 1976 | 217 | 217 | 217 | 217 | 217 | 217 | 217 | 217 |
| 1975 | 217 | 217 | 217 | 217 | 217 | 217 | 217 | 217 |
| 1974 | 217 | 217 | 217 | 217 | 217 | 217 | 217 | 217 |
| 1973 | 217 | 217 | 217 | 217 | 217 | 217 | 217 | 217 |
| 1972 | 217 | 217 | 217 | 217 | 217 | 217 | 217 | 217 |
| 1971 | 217 | 217 | 217 | 217 | 217 | 217 | 217 | 217 |
| 1970 | 217 | 217 | 217 | 217 | 217 | 217 | 217 | 217 |

* *Vacation entitlement in the first year is 112 hours prorated*

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SCHEDULE H

EMPLOYMENT STANDARDS ACT

(as of April 1, 1993)

1. **Periods Free From Work - Section 32(3)**

Except for an emergency an employer shall ensure that each employee has at least 8 consecutive hours free from work between shift worked.

2. **Minimum Daily Pay - Section 34**

(1) Subject to subsection (2), an employer shall pay an employee reporting for work as required by the employer his regular wage for the entire period spent at the place of work, with a minimum in any one day of:

(a) Two hours' pay unless the employee is unfit to perform his duties or he has failed to comply with the Industrial Health and Safety Regulations of the Workers' Compensation Board; or

(b) Where the employee commences work, four hours' pay unless his work is suspended because of inclement weather or other reasons completely beyond the control of the employer, in which case paragraph (a) applies.

(2) An employer shall pay a school student reporting for work on his school day as required by the employer his regular wage for the entire period spent at the place of work, with a minimum in any one day of two hours' pay, whether or not he commences work.

3. **Hours Free From Work - Section 35**

(1) Unless he complies with subsection (2), an employer shall ensure that each employee has at least 32 consecutive hours free from work each week.

- (2) An employer who requires or allows an employee to work during the 32 hour period referred to in subsection (1) shall pay the employee double his regular wage for all hours worked during that period.

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SCHEDULE I

LABOUR RELATIONS CODE

(as of April 1, 1993)

1. Term - Section 50 (2), (3) and (4)

- (2) Subject to subsection (4), if a collective agreement is for a term of more than one year, either party may at any time after the agreement has been in operation for eight months apply to the minister for leave to notify the other party that the agreement will be terminated on its next anniversary date.
- (3) If the minister consents to the application under subsection (2) and the notice to terminate is served on the other party at least three months before the date on which the agreement is to be terminated, the agreement is terminated on that date.
- (4) At the time of making a collective agreement for more than a year, the parties may, in the agreement, specifically exclude operation of subsections (2) and (3), and in that event subsections (2) and (3) do not apply to the agreement.

2. Adjustment Plan - Section 54

- (1) If an employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom a collective agreement applies:
 - (a) The employer shall give notice to the trade union that is party to the collective agreement at least 60 days before the date on which the measure, policy, practice or change is to be effected; and
 - (b) After notice has been given, the employer and trade union shall meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:
 - (i) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the collective agreement
 - (ii) human resource planning and employee counselling and retraining
 - (iii) notice of termination

SCHEDULE I

LABOUR RELATIONS CODE

(as at April 1, 1993)

- (iv) severance pay
 - (v) entitlement to pension and other benefits including early retirement benefits
 - (vi) a bipartite process for overseeing the implementation of the adjustment plan.
- (2) If, after meeting in accordance with subsection (1), the parties have agreed to an adjustment plan, it is enforceable as if it were part of the collective agreement between the employer and the trade union.
- (3) Subsections (1) and (2) do not apply to the termination of the employment of employees referred to in section 49.2 of the Employment Standards Act.

*(NOTE: Section 49.2 of the Employment Standards Act refers to termination for just cause, of casual employees, of temporary employees hired for periods of less than one (1) year, and of employees who have been offered and refused reasonable alternative work by the **Institute**.)*

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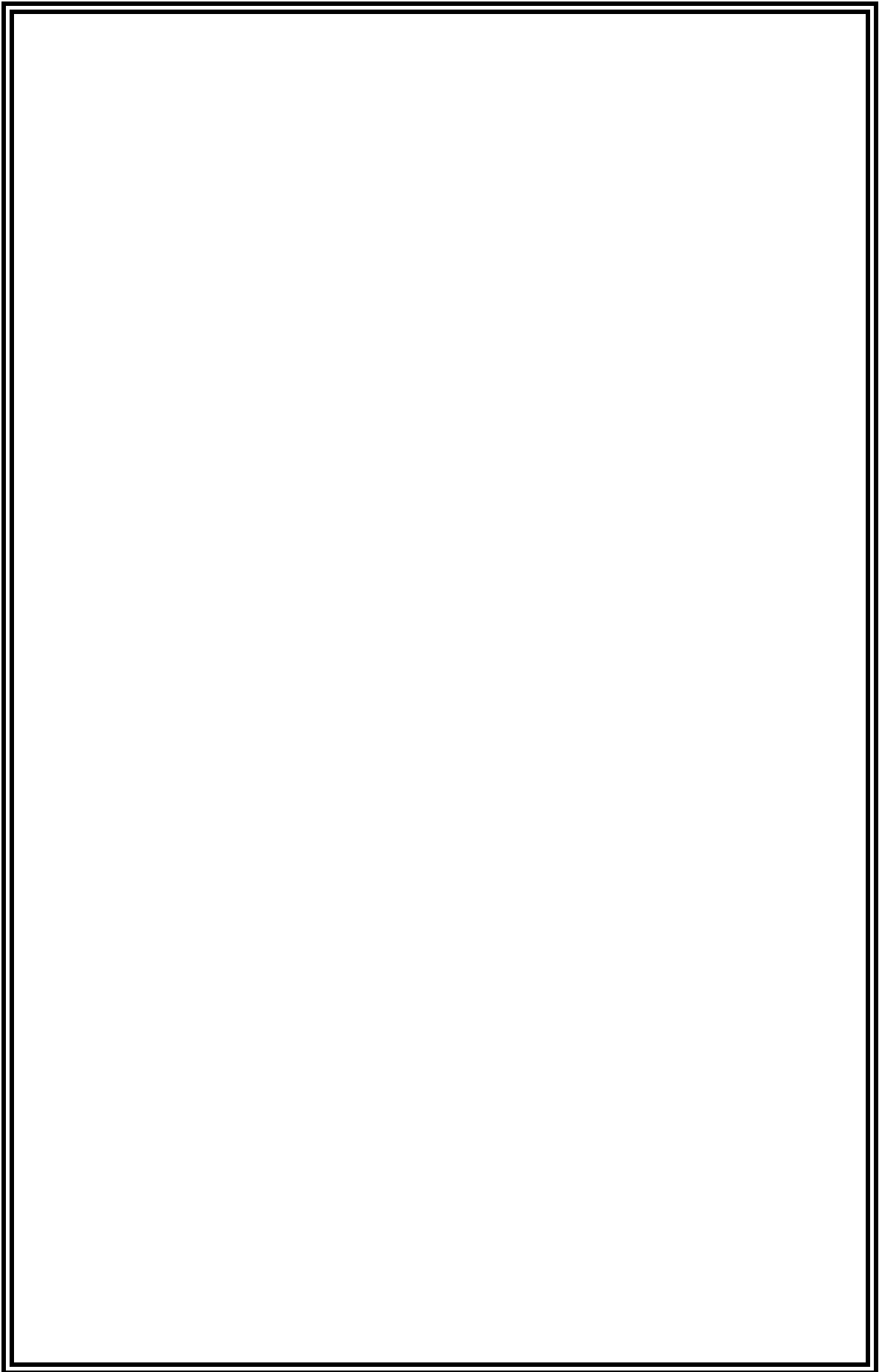
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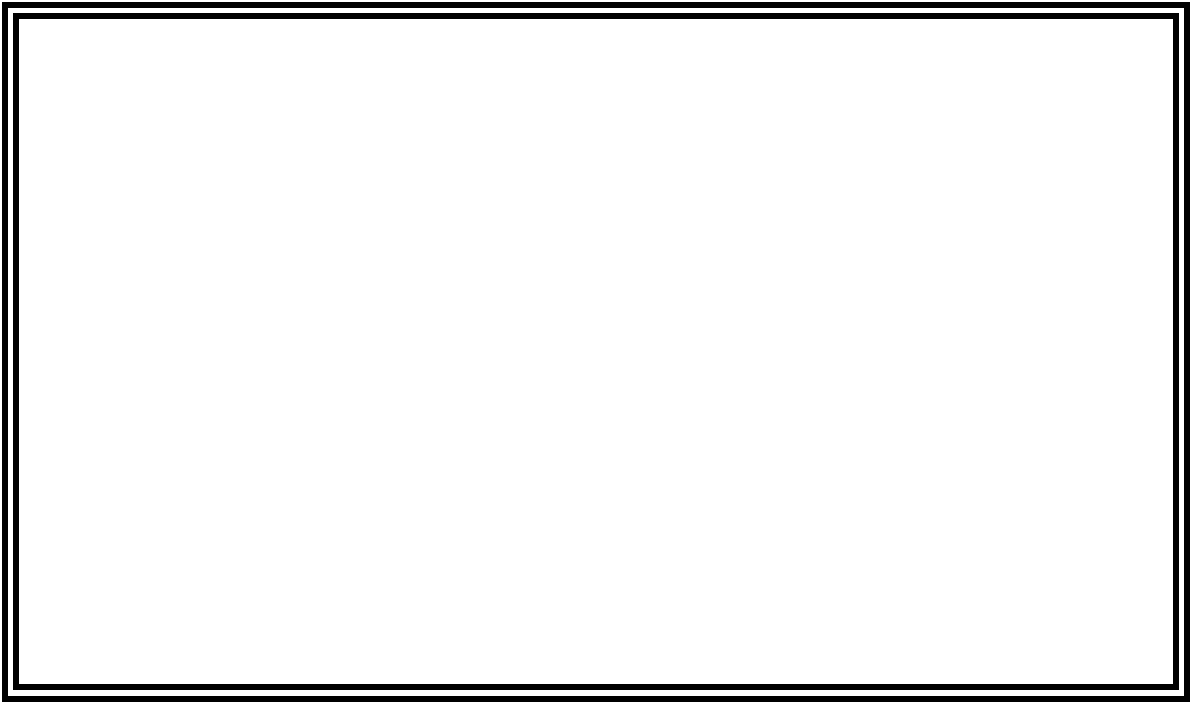
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