

NORTH ISLAND COLLEGE



NORTH ISLAND COLLEGE /

NORTH ISLAND COLLEGE FACULTY ASSOCIATION

April 1, 2019 - March 31, 2022

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Collective Agreement

Between: NORTH ISLAND COLLEGE
(herein called the 'Employer')

And: NORTH ISLAND COLLEGE FACULTY ASSOCIATION (herein called the
'Union')

WHEREAS the College is an Employer within the meaning of the Labour Relations Act;

AND WHEREAS the Union is the bargaining authority for all employees of the College covered by the Certificate of Bargaining Authority;

Therefore, it is agreed that:

1. PRELIMINARY

1.1 PREAMBLE

This Agreement is designed to provide a fair and reasonable method by which employees covered by this Agreement can participate through their exclusive bargaining agent in the establishment of terms and conditions of their employment. It also provides orderly procedures for the resolution of any differences between the Employer and the Union.

1.2 TERM OF AGREEMENT/CONTINUATION

- 1.2.1 This Agreement is binding on the respective parties from April 1, 2019 to and including March 31, 2022.
- 1.2.2 This Agreement shall continue thereafter from year to year unless written notice of intent to amend or terminate the Agreement is given by either party to the other party any time within four (4) months prior to the expiration of the Agreement. Both parties shall be deemed to have given notice of the intent to renegotiate if no notice is given by either party ninety (90) days before the expiry of the agreement.
- 1.2.3 This agreement shall continue in full force and effect during such period of negotiations.

1.3 DEFINITIONS

Academic Year: A period of one (1) year beginning on September 1 and ending on August 31.

Agreement:	The entirety of the current Collective Agreement entered into between the Union and the Employer, including the appendices, letters of agreement and any alterations or amendments, which may, from time to time, be mutually agreed to by the parties and specifically incorporated into the Agreement.
Collective Agreement:	The combination of provisions of the Common Agreement with local provisions that constitute a collective agreement between an institution and a local union.
College:	North Island College; North Island College Board of Governors; Board; the Employer.
Employee:	As defined in Article 4.
Employer:	North Island College Board.
Joint Labour-Management Committee:	A committee formed by local parties with equal representation from a local union and an institution.
Local Parties:	The institution and local bargaining unit where both have ratified this Agreement.
Local Provision:	A provision of a collective agreement established by negotiations between an individual employer and a local union.
Local Union:	A bargaining unit representing employees at an institution that has ratified this Agreement.
Ministry:	The Ministry responsible for advanced education in the Province of British Columbia
Parties or Common Parties:	The Employers and Unions identified in the Protocol Agreement that have ratified this Agreement.
Post-Secondary Employers' Association" or "PSEA":	The Employers' association established for post-secondary colleges and institutes under the Public Sector Employers' Act.
President:	The Chief Executive Officer of the College.
Union:	The North Island College Faculty Association or trade union certified as a bargaining agent.

1.4 LEGISLATION - EFFECT OF CHANGES

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

1.5 LEGISLATION - EFFECT OF NEW LEGISLATION

If at any time, the Provincial or Federal government introduces new legislation, or changes existing legislation, which makes any part of this Agreement a lesser benefit than the law, the greater benefit shall take effect as soon as possible. The Labour Management Committee will determine mutually agreeable procedures for implementation of the legislation in compliance with the terms of the legislation.

1.6 EFFECTIVE DATE OF IMPLEMENTATION

The terms and conditions of this Agreement shall become effective as of the signing date of the Agreement except where otherwise clearly identified as being effective on a different date.

1.7 CONFLICT OF REGULATIONS

1.7.1 In the event that there is a conflict between the contents of the Agreement and any regulations made by the College, this Agreement shall take precedence over the said regulations.

1.7.2 In the event that there is a conflict between the contents of this Agreement and past practice at the College, this Agreement shall take precedence over past practice.

1.8 GENDER EQUALITY

Where either the masculine or singular is used, this Collective Agreement shall be interpreted to include the feminine and the plural.

2. UNION SECURITY

2.1 UNION RECOGNITION/BARGAINING UNIT DESCRIPTION

The Bargaining Unit shall comprise all employees included in the bargaining unit as described in the Certificate of Bargaining Authority issued by the Industrial Relations Council. The College recognizes the Union as the sole bargaining agent for all such employees.

2.2 UNION SECURITY

All faculty employed by the College at the date of ratification shall be deemed to be members of the Union. All new employees shall, as a condition of employment, become members of the Union upon completion of twenty (20) cumulative working days with the College. Exemption from Union membership can only be obtained by application to the Labour Relations Board.

2.3 CORRESPONDENCE

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement shall be sent to the Union President or a designate to be identified by the Union.

2.4 NO OTHER AGREEMENT

No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer, which may conflict with the terms of this Agreement, or any Federal or Provincial statute. Any such agreement shall be null and void.

2.5 DUES CHECKOFF AND INITIATION FEES

2.5.1 From every pay cheque, the Employer agrees to deduct from all employees an amount equal to the monthly dues, initiation fees and assessments of the Union, upon receipt of a written assignment for this purpose. Dues shall be deducted from the employee except when the employee is terminated, discharged, or retired.

2.5.2 In the event of employees on leave wherein they are required to pay Union dues, the Employer shall deduct such dues from the first pay cheque upon return to work, unless the total dues owing are greater than 10% of the employee's gross earnings on first pay cheque, in which case such dues deduction shall be distributed over more than one pay period.

2.5.3 The Union shall advise the Employer in writing of all dues and assessments required by the Union.

2.5.4 All Union Dues and initiation fees or assessments so deducted shall be remitted by the Employer to the Treasurer within seven (7) working days after the date said deductions were made. The monies shall be remitted together with a list of the names of the employees from whom such deductions were made, the amount of the deduction made on behalf of each employee, the address and telephone number of the employee, and the employee payroll number.

2.5.5 Names of employees hired, transferred, discharged, on Workers Compensation, on leave of absence, absent due to illness or injury and all

employees who have left the employ of the Employer shall be submitted to the Union once each month.

2.6 UNION REPRESENTATION (GENERAL)

The Employer agrees to recognize all elected and appointed members authorized to act on behalf of the Union, and agrees to cooperate with the committees selected by the Union.

2.6.1 An Employee has the right to Union representation at any meeting between the Employer and the Member.

2.7 UNION REPRESENTATION (FPSE REPRESENTATIVE)

The Employer agrees to recognize representatives of the Federation of Post Secondary Educators (FPSE) who may be requested by the Union to assist in the negotiation and administration of the Collective Agreement.

2.8 UNION LEAVES - RELEASE TIME

2.8.1 An Employee selected for a full-time position in the Federation of Post Secondary Educators (FPSE) or any successor organization to FPSE shall be granted full-time leave of absence subject to the following conditions:

- (a) As soon as possible in advance of the leave, the Union shall notify the Employer of the possibility of this Article being invoked. The Union shall provide the Employer with written notice by June 15th requesting leave under this Article.
- (b) An employee on leave under this Article shall continue to receive full salary and benefits from the Employer. The Union shall, on a monthly basis, reimburse the Employer for the full amount of the employee's salary and benefits.

2.8.2 Union members required to serve in elected union positions shall be granted the release time approved by the Executive of the Union. Such release time shall be arranged in consultation with the appropriate supervisor to ensure continuity of instructional and other duties.

2.8.3 The Employer shall be reimbursed by the Union for the actual costs of the substitutes or replacements employed to replace employees engaged in Union business.

2.8.4 Members of the Union Bargaining Committee shall be granted the time off as approved by the Executive of the Union for committee meetings, but in consultation with the appropriate supervisor to ensure continuity of instructional and other duties.

2.8.5 Substitute costs for faculty involved in direct negotiations with the Employer shall be paid for by the Employer to a maximum of three (3) employees. Employees engaged in bargaining shall continue to receive normal salaries and benefits.

2.9 NON-BARGAINING UNIT EMPLOYEES/BARGAINING UNIT WORK

Only members of the Union shall perform the work of the faculty as described in the Certificate of Bargaining Authority.

2.10 CONTRACTING OUT

The College shall not contract out any of the duties and responsibilities reserved by this agreement to the bargaining unit, except as herein provided:

2.10.1 The parties recognize and agree that there may be special situations or programs which require supplementary or special expertise, and which necessitate the contracting out of work otherwise normally performed within the bargaining unit. In such cases, the contracting out will be undertaken only after discussion and agreement between the parties. The Union shall respond as quickly as possible, and shall not unreasonably withhold authorization.

2.10.2 Faculty within the bargaining unit may not undertake contract work that will conflict with existing course assignments or result in overloads.

2.11 TRANSFERS AND MERGERS OF COLLEGES/INSTITUTES

2.11.1 This agreement shall be binding upon the parties hereto and their successors, administrators and executors, consistent with the provisions of the Labour Relations Code.

2.11.2 If at any time the Employer intends to transfer or merge the entire college, or any portion thereof, or engage in cooperative or joint ventures, it shall give notice of the existence of the Agreement to any transferee or assignee. Such notice shall be in writing not later than thirty (30) days prior to the transaction being completed, with a copy to the Union.

2.12 LABOUR DISPUTES

2.12.1 There shall be no strikes or lockouts during the life of this Agreement.

2.12.2 All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined by the Labour Relations Code of British Columbia.

(a) Where an employee chooses not to cross a picket line, the Employee shall be considered absent without pay.

- (b) When employees go to a work site other than any North Island College site, and cannot perform their duties due to the existence of a picket line, they shall notify their supervisor or designate and a reassignment of duties will be made. In this instance, the employee shall not suffer any loss of pay or benefits although the contract period may be adjusted.
- 2.12.3 Refusal to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.
- 2.12.4 In the event of a labour dispute, the Employer shall continue to pay the benefit premiums for the duration thereof. When job action is concluded, reimbursement of the Employer for the employees' and Employer's share for that period shall occur according to a repayment schedule worked out with the Union.

3. MANAGEMENT RIGHTS

3.1 MANAGEMENT RIGHTS

The right to manage the College and direct the workforce is vested exclusively in the Employer. Except as specifically restricted by provisions of this Agreement, the College retains and may exercise all management rights and prerogatives at its discretion. The College shall exercise such rights in a fair and reasonable manner.

3.2 CONSULTATIVE MODEL OF ADMINISTRATION

- 3.2.1 The Employer supports a consultative model of administration, which enables the views of faculty to be known and considered with respect to educational policies, practices and decisions made by the Employer. The Employer endorses a collegial working environment whereby faculty and management personnel endeavour to work collectively to serve the overall best interests and needs of the College community. Specifically, the College commits to involving the faculty in the discussion and, whenever possible, the resolution of education issues, such as, but not limited to, the following:
 - (a) curricular policy and curricular structure, including any proposal to introduce new programs or courses;
 - (b) library policies and acquisition policies;
 - (c) policies for recruitment and admission of students.

Discussion of these and other matters of academic concern may be initiated by the Union, the Department or the Employer through the regular departmental and committee structures of the College. Where possible, resolution of such matters shall be by consensus.

3.2.2 CONSULTATION IN THE EVENT OF WORKLOAD REDUCTION

- (a) In the event that consideration is given to the reorganization or reduction of instructional services in a Department, program, campus or centre that negatively affects the workloads of regular employees or upon the reasonable expectations of future work assignments of sessional employees, the following procedures shall be adopted in addition to Article 6.6.2 - Layoff Procedure.
- (b) The College will provide at least one (1) month written notice to the Union and employee(s), with details and reasons for the anticipated action. Such advance notice shall not constitute layoff notice, and layoff notice(s) may not be issued until the advanced notice period has expired.
- (c) The Union will respond, within five (5) working days of receipt of notice, indicating whether they wish to meet to discuss the matter.
- (d) In the event that meetings are requested, the Employer and the Union shall meet to discuss alternative courses of action where possible, and failing these, to determine how the changes can be achieved most equitably. Every effort shall be made to reach consensus between the Employer and the Union.
- (e) The Employer and/or the Union may meet with the affected Department and/or employee(s).

3.2.3 The College shall involve faculty in the recruitment of senior administrators. When the administrative position has an instructional support function, a minimum of two (2) faculty appointed by the President of the College shall serve on the Selection Committee. It is recognized that the selection process for the recruitment of the position of the President is determined by the Board of Governors.

3.3 FAIRNESS

The Employer shall treat all employees in a fair and equitable manner consistent with the terms of this Agreement.

3.4 UNION - MANAGEMENT RELATIONS

3.4.1 Within one (1) month of the signing of this Agreement, the Labour Management Committee shall be constituted and shall meet as often as is

necessary, at the request of either party, to discuss, make recommendations and resolve issues including, but not confined to:

- (a) matters of Employer and employee relations arising out of this Agreement;
- (b) correcting or alleviating conditions which might cause misunderstandings or grievances;
- (c) reviewing suggestions from employees for improving practices or service.

3.4.2 The Labour Management Committee shall be composed of three (3) representatives of the College and three (3) representatives of the Union with alternative representatives invited as necessary by either party as resource persons.

3.4.3 The College shall, for a maximum of three (3) employees, pay the substitution costs directly incurred by attendance at Labour Management Meetings or during the discharge of any business authorized by the Labour Management Committee. The Union shall bear the related costs of attendance.

3.5 DEPARTMENT CHAIRS

3.5.1 ELECTION PROCESS

- (a) All Department Chairs shall be elected from and by the faculty in the department concerned.
- (b) All regular faculty are eligible to run for the position of Department Chair.
- (c) In those instances where no regular faculty member is available to fill the position, the Department, in consultation with the Dean, may elect a sessional employee as Chair.
- (d) The positions shall be declared vacant and posted for one (1) month, two (2) months prior to the end of the three (3)-year term.
- (e) Applications shall be submitted to the Dean, who, at the end of the posting period, shall pass them to an Election Committee, composed of faculty, none of whom shall be candidates for the position.
- (f) The Election Committee shall conduct a secret ballot, and shall refer the elected candidate to the Dean for appointment.

3.5.2 TERM OF OFFICE

- (a) The term of a Department Chair shall be three (3) years.
- (b) Normally, the maximum number of consecutive terms held by a Department Chair shall be two (2).

3.5.3 PROCESS FOR EXCEEDING TWO TERMS

The maximum number of two (2) terms may be exceeded in cases where both of the following conditions apply:

- (a) No other applicants from the department are available to assume the position of chair.
- (b) The incumbent chair has expressed a willingness to continue in the position.

3.5.4 CONDITIONS FOR EXCEEDING TWO TERMS

- (a) To ensure that the above conditions are followed in practice, the following limitations shall apply to the election of a Chair in all cases where an incumbent has served for more than one term:
- (b) The incumbent cannot be an applicant in the initial posting for the Department Chair, as described in Article 3.5.1 of this Agreement.
- (c) If no applicant comes forward in the initial posting process described in Article 3.5.1, the position shall be posted for a second time. The incumbent can be an applicant for the Department Chair during the second posting period.

3.5.5. INTERIM CHAIR

If the position of Department Chair becomes vacant, the Dean shall immediately post the position and appoint an interim replacement until an election is conducted.

3.5.6 DUTIES OF DEPARTMENT CHAIR

The specific duties of Department Chairs shall be as described in the position description attached in Appendix A.

3.5.7 TIME FOR DEPARTMENT CHAIR DUTIES

- (a) The time to perform Department Chair duties shall normally be between the limits of twenty (20%) percent and sixty (60%) percent, and shall be determined jointly by the Dean and the Department.
- (b) The time for Department Chair duties may be a release from or an addition to the work assignment.

3.5.8. DEPARTMENT CHAIR EVALUATION

For information on the process for department chair evaluation, refer to Article 7.11.

3.5.9 Coordinator positions that are entirely non-instructional and not associated with any specific department shall be filled using the normal hiring procedure for faculty, as described in this Agreement.

3.5.10 COORDINATOR EVALUATION

For information on the process for coordinator evaluation, refer to Article 7.12.

4. CATEGORIES OF EMPLOYEES

4.1 FULL-TIME REGULAR

Is an employee hired by the College in a full-time position established by the Board and whose appointment is continuous from year to year.

4.2 PART-TIME REGULAR

Is an employee hired by the College in a part-time position established by the Board and whose appointment is continuous from year to year.

4.3 FULL-TIME SESSIONAL

Is an employee who is appointed on a full-time basis with a stipulated starting and ending date.

4.4 PART-TIME SESSIONAL

Is an employee who is appointed on a part-time basis with a stipulated starting and ending date.

4.5 CASUAL

Is an employee hired on a temporary basis to replace a member of the regular or sessional staff.

5. DISPUTE RESOLUTION - GRIEVANCE/ARBITRATION

5.1 THE UNION AGREES TO ADVISE THE EMPLOYER OF THE NAMES OF THE STEWARDS IN WRITING.

5.2 TIME OFF FOR GRIEVANCE MEETINGS

The Stewards shall be afforded such time off with pay as may be required to attend to the adjustment of grievances including meetings with the grievor and the Employer.

5.3 GRIEVANCE PROCEDURE AND ARBITRATION

Any differences arising between the parties bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, and other matters affecting or involving employees covered by this Agreement, including any question as to whether any matter is arbitrable, shall be resolved without work stoppage, and the following steps shall be undertaken without delay.

5.4 STEP ONE - INFORMAL RESOLUTION

Every effort shall be made to resolve problems through informal channels before using the formal process. The employee will meet with the immediate exempt supervisor to discuss and attempt to resolve the issue before a formal grievance is initiated. The supervisor shall render a decision within five (5) working days.

Any informal resolution of a grievance or complaint shall be consistent with this Agreement. If the Union is of the opinion that a complaint has been informally resolved in a manner inconsistent with the terms of this Agreement, then the Union may grieve the informal resolution.

Step One shall not apply to group, Union or policy grievances initiated by the parties to this Agreement. These grievances shall commence at Step Two.

5.5 STEP TWO - WRITTEN NOTICE OF A GRIEVANCE

5.5.1 The aggrieved employee(s) shall submit details in writing or discuss the alleged grievance with the Union, stating the circumstances and history of the grievance.

5.5.2 If the Union considers the grievance justified, within five (5) working days the Union will send full details of the grievance in writing to the Dean or designate. Where possible, the remedy or solution sought should be identified.

5.5.3 The Dean or designate shall conduct a meeting with a Union representative and the aggrieved party to occur within five (5) working days of receipt of the written grievance to discuss and settle the dispute.

5.5.4 The Dean or designate shall respond in writing to the grievance within five (5) working days of the meeting in Article 5.5.3.

5.6 STEP THREE

Where resolution of the grievance fails at Step Two, either party may forward the grievance in writing within five (5) working days to the President of the College. The President shall hold a meeting within five (5) working days with the affected employee's immediate supervisor, the Chief Steward, and the employee if the employee wishes to attend.

Within seven (7) working days of this meeting, the President of the College shall, in writing, inform the Union of the decision and the reason for the decision.

5.7 STEP FOUR

Failing satisfactory settlement being reached at Step Three, the Union within twenty (20) working days shall inform the College of its intention to submit the grievance to arbitration.

The parties shall select a sole Arbitrator from an agreed-to list. The decision of the Arbitrator will be final and binding on both parties.

5.8 AMENDING OF TIME LIMITS

Any time limits or stage in the grievance may be amended by mutual agreement between the parties.

5.9 ABANDONMENT OF GRIEVANCE

If an unresolved grievance is not advanced to the next stage after completion of the preceding stage, it shall be deemed to have been abandoned.

5.10 POWER OF THE ARBITRATOR

It is distinctly understood that the Arbitrator is not vested with the power to change, modify or alter this Agreement in any of its parts. The Arbitrator may, however, interpret the provisions of this Agreement, and has the power to relieve technical irregularities, including time limits, and to fashion just and equitable remedies. The

Arbitrator shall give full opportunity to all parties to present evidence and make representations.

5.11 EXPENSES OF THE ARBITRATOR

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

6. PROBATIONARY EMPLOYEES, SENIORITY, HIRING, RELOCATIONS AND LAYOFFS

6.1 PROBATIONARY EMPLOYEES

- 6.1.1 (a) All regular employees, and sessional employees 50% or more and more than four (4) months, shall be regarded as probationary for their initial twelve (12) months in that position.
- (b) The names of the employees regarded as probationary shall be placed on the seniority list with their probationary status noted as either RP (regular probationary) or SP (sessional probationary).

6.1.2 EVALUATION OF PROBATIONARY EMPLOYEES

Every probationary employee shall be evaluated at least once in the probationary period but not normally earlier than four (4) months into the appointment.

6.1.3 EXTENSION OF PROBATION PERIOD AND TERMINATION OF A REGULAR, PROBATIONARY EMPLOYEE DURING PROBATION

- (a) A probationary regular employee shall not be terminated for reasons associated with job performance until an evaluation has been performed in accordance with the procedures described in this Agreement.
- (b) In special circumstances, the probationary period may be extended by the Employer, in consultation with the appropriate Department Chair, for an additional six (6) months to permit improvements in performance. Such an extension will not be construed as disciplinary action. The Union shall be advised, in writing, when the probationary period of a faculty member is extended.
- (c) When a regular probationary employee has been evaluated as stipulated in Article 7 of this Agreement, and when that evaluation has indicated that the employee is not suitable for a regular position, the College will

give a minimum of two (2) months written notice to the employee that their performance has been deemed unsatisfactory and that employment will be discontinued at the conclusion of the probationary period.

6.2 SENIORITY - CALCULATION OF

There shall be one (1) seniority list for all employees covered by this Agreement. The name of each employee shall be placed on the list in seniority order. Seniority shall be determined as follows:

- 6.2.1 Full-time employees shall accrue seniority on the basis of ten-(10) months service equals one full year seniority.
- 6.2.2 Regular part-time or sessional employees shall accrue seniority prorated on the basis of ten (10) months full-time service equals one full year of seniority.

Casual employees shall accrue seniority when a specific teaching assignment extends beyond five (5) days.
- 6.2.3 The seniority list shall be recalculated on June 30 and January 1 every year and shall be posted in each College campus and centre, with a copy to the Union.
 - (a) Employees whose employment with the College has terminated shall forfeit all accrued seniority.
 - (b) Sessional and Casual employees who have not been employed by the College within a two-year period of the last appointment shall forfeit all accrued seniority

6.3 JOB POSTINGS

- 6.3.1 All vacant positions over four (4) months duration or more than half time shall be posted for a period of ten (10) working days, with a copy to the Union. Positions shall, at the same time, be advertised externally as required. Employees shall apply in writing to the Office of Human Resources.
- 6.3.2 The job posting will contain the working title, brief description of duties, qualifications, skill, ability and experience required, salary, hours of work, whether the position is regular, sessional or casual, the deadline for applications, expected start date and any other pertinent information.
 - (a) The Job Posting and Hiring Procedure Sections are intended to complement and not disadvantage each other.

- (b) Where postings are for a new position, the Selection Committee will meet to draw up the requirements for the position, and information to be used in the Job Posting.
- (c) Where the same or similar position has been previously posted, the Selection Committee chair may review the previous posting to see that it is still relevant for the position. This may be done by means of a conference call to expedite the process.
- (d) The final copy of the posting and/or advertisement will be reviewed by the appropriate department and initiated by the Selection Committee faculty designate prior to release.

6.4 HIRING PROCEDURE

- 6.4.1 The Administrator responsible for recruitment shall establish a Selection Committee, normally comprised of two members representing the Employer and two members representing the faculty, one of whom shall be the relevant Department Chair or designate, and the other faculty member selected by the department in which the vacancy exists.
 - (a) The Selection Committee shall follow the hiring qualifications and criteria as established in Article 6.3.2(d), and shall interview shortlisted applicants for the vacant position taking into consideration the qualifications and experience required. Internal candidates shall have priority, in order of seniority, over other applicants, provided they meet the criteria of the job description of the position, including qualifications and experience.
 - (b) The Committee shall refer its choice of candidate to the College President for appointment.
- 6.4.2 The successful applicant shall be notified by the Employer in writing. The letter shall include the starting date, and where possible, a job description.
- 6.4.3 All internal candidates shall be advised of the results of a competition in writing.
- 6.4.4 Only employment appointments of individuals can be made under this Agreement. The College cannot offer appointments to corporations, partnerships or proprietorships.
- 6.4.5 Priority for a vacant position of less than four (4) months duration and less than half time shall normally be given to the Union member who has previously and satisfactorily taught the same or similar course(s), provided the applicant has the qualifications for the position.

6.5 RELOCATION REQUESTS

Employees on a regular appointment may request a relocation to fill a new or vacant position within their current area of expertise at another College campus or centre. Such relocation shall normally be granted provided the employee meets the criteria of the position, including qualifications and experience, as judged by the Selection Committee. In the event of two or more suitably qualified internal applicants, seniority shall be the deciding factor.

6.6 LAYOFF AND RECALL

6.6.1 A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

6.6.2 LAYOFF PROCEDURE

When the College determines that a reduction in the number of employees or a reduction in the employee's hours of work is necessary, the following procedures will be adopted:

- (a) The College will provide advance notice to the Union and the affected employee(s), with reasons for the anticipated layoff, in accordance with Article 6.6.3 and Article 3.2.2.
- (b) During the notice period, the College and the Union shall meet to discuss alternatives to layoff.
- (c) Length of service and category of employee shall be the deciding factors governing layoff and recall after layoff except where by mutual agreement between the Employer and the Union, the senior employee does not have the qualifications and experience necessary to perform the work to be done.
- (d) The order of layoff shall be as follows:
 - (i) casual employees shall be laid off first;
 - (ii) sessional employees shall be laid off second;
 - (iii) regular employees shall be laid off last.

6.6.3 NOTICE OF LAYOFF

- (a) Regular employees whose positions have been eliminated, or whose working hours have been reduced, and who have completed their probationary period, shall receive two (2) month's notice of layoff, or pay in lieu of notice. All notices will be in writing with a copy to the Union stating the date of the notice and the date on which the layoff is to occur.

- (b) The expiry of a specific term of appointment is neither a layoff nor a discharge.

6.6.4 DISPLACEMENT OF LESS SENIOR EMPLOYEES

- (a) The Employer and the Union agree to a seniority based displacement provision that will allow faculty who have received layoff notices or who are the subject of bumping to displace the least senior faculty member within their area of expertise that will allow the faculty member to either maintain their current level of work assignment prior to the layoff notice, or minimize any reduction in their work assignment, providing the employee is qualified to perform the work of an employee with less seniority.
- (b) The Employee must give written notice, within ten (10) working days of receipt of the layoff notice, of an intention to displace an employee using the Intention to Displace form (Appendix B).
- (c) The Employee exercising displacement rights will be required to meet the qualifications described in the departmental postings.
- (d) At the same time as an employee is given lay-off notice, an updated Seniority List will be provided.
- (e) Once an employee exercises displacement rights, no claim can be made to yet another job position at that time. Further moves can only be made when the College decides to fill a vacant position by competition.
- (f) Faculty hired into Non-Instructional Positions
 - (i) Individuals hired into a non-instructional faculty position will be advised in their letter of appointment, that in the event of regularization and subsequent layoff, their qualifications do not automatically enable them to bump into other departments or divisions.
 - (ii) In the event of bumping or displacement to a different position, department or division, faculty will be required to participate in a hiring procedure in accordance with Article 6.4.1(a), which will establish whether they hold the required qualifications.
- (g) Faculty electing to bump within the same Division

If a faculty in an instructional position is laid off and elects to bump into an instructional or non-instructional position in their own department or division, then their Dean will determine that the faculty member has the appropriate qualifications for the position.

(h) Faculty electing to bump into another Division

If a faculty in an instructional position is laid off and elects to bump into an instructional or non-instructional position in another division, then the Dean will require the faculty member to participate in a hiring procedure in accordance with Article 6.4.1(a), to determine whether they hold the required qualifications.

6.6.5 RECALL RIGHTS

- (a) No new employees shall be hired in areas for which there are qualified people on the recall list.
- (b) When a layoff occurs, the College shall establish a recall list and a laid off employee's name shall remain on the recall list for a period of twenty-four (24) months, commencing with the effective date of the layoff. The recall list shall include employees who have received layoff notices.
- (c) An employee on the recall list must keep the College and the Union informed in writing of the employee's current address and telephone number. Failure to provide this information shall relieve the College of any obligation or liability in connection with the recall process.
- (d) Employees who have satisfactorily served a probationary period in the College, and who are recalled to work following a layoff, will not be required to serve a new probationary period.
- (e) In the event that an employee refuses a recall offer to the former job position, or to a job position that is substantially the same as the former position with the same rate of pay, then the employee will forfeit further recall rights unless there are extenuating circumstances acceptable to the College.
- (f) Notice of recall shall be made, by telephone when possible, and also in writing, by registered mail. A copy of the recall notice shall be sent to the Union at the same time. The notice will include a time and date by which the employee must report for work if recall is accepted. Employees so notified shall be given ten (10) working days from receipt of the written notification to indicate acceptance of the recall. Failure to report shall constitute voluntary termination of rights.
- (g) Seniority shall be lost if an employee has been laid-off for two (2) years.
- (h) Employees on the recall list shall be recalled in the reverse order of layoff.

6.7 SEVERANCE PAY

- 6.7.1 A regular employee who has been laid off shall be eligible for severance pay provided:
- (a) there has been no successful exercising of displacement rights;
 - (b) there is no vacant position for which the employee has the necessary qualifications.
- 6.7.2 A regular employee who has been laid off may elect to take severance pay at the time of layoff, or at any time up to two years after layoff, at which time seniority is lost.
- 6.7.3 At the time of accepting severance pay, all rights, claims or entitlements are waived, and the employee severs the relationship with the College.
- 6.7.4 The amount of severance pay shall be equal to two (2) weeks of pay, calculated on the rate of pay at the time of layoff, for each completed year of service, to a maximum of six (6) months of pay.

7. EVALUATION

Article 7.1 to Article 7.9 applies to all regular and sessional employees appointed at 50% or more, and more than four (4) months and sessional employees on a regularization track in accordance with Article 13.1.1. Article 7.10 applies to Sessional Employees with an appointment less than 50% or four months or less, and casual employees. Articles 7.11 and Article 7.12 apply to department chairs and coordinators.

7.1 PURPOSE OF EVALUATION

- (a) The purpose of the evaluation is to provide an employee with information that will enable them to monitor and improve job skills and effectiveness and to assess their suitability for reappointment or continuing appointment.
- (b) A student complaint alone shall not invoke the evaluation process.

7.2 PRINCIPLES OF EVALUATION

- 7.2.1 Depending on the employee category, evaluations conducted under Article 7 may include some or all of the following criteria:
- (a) Performance of instructional assignments

- (b) Professional expertise
- (c) Interaction with students
- (d) Working relationship with colleagues
- (e) Contribution to department and College-wide activities

7.3 TIMING OF EVALUATION

- 7.3.1 Probationary employees shall be evaluated at least once in their probationary period.
- 7.3.2 Sessional Employees on a Regularization Track under Article 13.1.1 shall be evaluated in each of the two (2) years leading up to regularization.
- 7.3.3 Regular employees shall be evaluated at least once in every three (3) year period.
- 7.3.4 An employee, as per Article 7.3.2, may request an evaluation at any time.
- 7.3.5 Regular Employees who have successfully completed their probationary period are encouraged to participate in the Formative Evaluation Process and shall contact their Department Chair to initiate the process.

A brief report on the outcome(s) of the Formative Evaluation process shall be forwarded to the Dean and placed in the employee's personnel file.

Where an employee participates in the Formative Evaluation Process, the Dean will waive the requirement for an evaluation under Article 7, unless Article 7.3.6 is invoked.
- 7.3.6 An evaluation may be initiated when, in the judgment of the appropriate administrator, there are specific reasons to give cause for concern about an employee's performance.

7.4 INITIATION OF EVALUATION PROCESS

- 7.4.1 An employee shall be provided with information on how they will be evaluated as follows:
 - (a) The Evaluation process will be coordinated by the appropriate administrator and relevant Department Chair.
 - (b) The Dean and the relevant Department Chair may meet individually or in a group with faculty to describe the process of evaluation.

- (c) At this meeting, the process and sources of information shall be identified, as well as the classes and/or students to be surveyed (if a teaching faculty member) and the timelines for the process.
- (d) The evaluation process shall commence at this meeting and shall terminate with the evaluation interview (Article 7.7). Only materials collected during the evaluation process shall be admissible to the evaluation file.

7.4.2 An employee choosing to participate in the Formative Evaluation Process shall contact their Department Chair to initiate the process.

Information about the Formative Evaluation Process can be found on the NIC Intranet.

7.5 ACCESS TO EVALUATION FILE

The evaluation file is accessible on request to the employee at any time during normal working hours. The file may not be removed from the place where it is normally kept, but photocopies of any material in it shall be made available to the employee on request. The Dean or designate shall be responsible for ensuring that the materials listed in the evaluation file are present and that they can be reviewed by the employee before the evaluation interview.

7.6 INPUT TO EVALUATION FILE

7.6.1 The evaluation file for regular employees, and sessional employees with an appointment of 50% or more and more than four (4) months, or sessional on a regularization track shall consist of input derived from the following sources:

- (a) A self-appraisal and supporting documents submitted by the employee.
- (b) The results of student surveys of at least 60% of a faculty member's current students.
- (c) Peer evaluation reports.
- (d) Department Chair evaluation report.
- (e) Evaluation reports from other college employees and appropriate community respondents, who shall be identified and agreed to by the employee and the responsible administrator.
- (f) Reports of classroom visits.

Input from students, peers, the appropriate Department Chair and the self-appraisal, are required components of the evaluation of teaching faculty.

- 7.6.2 The forms for reporting such information shall be developed by the Labour Management Committee and reviewed as required.
- 7.6.3 When considering the evaluation information, the evaluating administrator shall give credence only to data reported on the basis of personal contact, investigation and direct observation. Evidence derived from hearsay shall be disallowed.
- 7.6.4 No material may be added to the evaluation file at any time unless a copy is simultaneously sent to the employee.
- 7.6.5 Administrative classroom visits and other classroom observations for evaluation shall take place with a minimum of twenty-four (24) hours notification to the employee.

7.7 CONCLUDING THE EVALUATION PROCESS

- 7.7.1 Where an evaluation is conducted for a Regular Employee, or a Probationary Employee, or a Sessional Employee with an appointment that is 50% or more and four (4) months or more, or a Sessional Employee on a Regularization Track in accordance with Article 13.1.1, the appropriate administrator shall provide at least seven (7) working days notice of the date of the formal evaluation interview.
- 7.7.2 The evaluating administrator shall write a summary of the evaluation based solely on materials in the evaluation file. This summary will be discussed with the employee at an evaluation interview, at which the evaluating administrator and Department Chair identified in Article 7.4.1 shall be present. The Administrator's Summary, which shall be entered into the employee's personnel file, shall include one, or a combination of, the following:
- (a) For Probationary Employees:
 - (i) an acknowledgment of satisfactory or unsatisfactory performance;
 - (ii) continuation of employment;
 - (iii) a process for improvement;
 - (iv) further evaluation to be performed within a specified period of time;
 - (v) extension of probation;
 - (vi) discontinuation of employment.

The employee shall acknowledge, in writing, that they have read the evaluation.

(b) For Sessional Employees with appointments that are 50% or more, and more than four (4) months and Sessional Employees who are on a Regularization Track in accordance with Article 13.1.1:

- (i) an acknowledgment of satisfactory or unsatisfactory performance;
- (ii) continuation of present contract;
- (iii) a process for improvement;
- (iv) a further evaluation to be performed within a specified period;
- (v) discontinuation of employment.

The employee shall acknowledge, in writing, that they have read the evaluation.

(c) For Regular Employees:

- (i) acknowledgment of satisfactory or unsatisfactory performance;
- (ii) a process for improvement;
- (iii) a further evaluation to be performed within a specified period;
- (iv) discontinuation of employment.

The employee shall acknowledge, in writing, that they have read the evaluation.

7.8 CHALLENGING THE EVALUATION

An employee may insert a written challenge into the evaluation file, challenging any statement made in the submissions constituting the materials used in the evaluation. The challenge, which must be submitted within seven (7) working days of the employee being advised that the evaluation is complete, shall relate to the appropriateness of the statements made in the materials on the grounds that they are not relevant, or that they contain information and judgments that are not supported by evidence or materials in the file.

7.9 DISCIPLINARY ACTION ARISING FROM AN EVALUATION

7.9.1 Suspension or dismissal of a regular employee for unsatisfactory performance as identified in an evaluation, can be justified only when a positive and supportive process for improvement has failed to result in a satisfactory level of performance as judged against the criteria set out in Article 7.2.1.

7.9.2 Where an employee is being monitored as a result of unsatisfactory performance no further evaluation shall be conducted until a minimum of three (3) months has passed.

7.10 EVALUATION OF SESSIONAL EMPLOYEES LESS THAN 50% OR FOUR MONTHS OR LESS, AND CASUAL EMPLOYEES

Where an evaluation is conducted for a Casual Employee, or a Sessional Employee with an appointment that is less than 50% and four months or less, the appropriate Administrator's summary shall include one or a more of the following recommendations:

- (a) acknowledgement, in writing, of satisfactory or unsatisfactory performance;
- (b) continuation of present contract
- (c) discontinuation of employment.

The employee shall acknowledge, in writing, that they have read the evaluation.

7.11 EVALUATION OF DEPARTMENT CHAIRS

7.11.1 Department Chairs shall be evaluated for performance of duties specifically associated with the Chair position at least once in each term of office. Evaluations may occur at any time after the first four (4) months of the assignment, at the request of Departmental faculty, the Dean or the employee.

7.11.2 The evaluation process for a department chair shall be coordinated by another Department Chair acceptable to the employee, in conjunction with the appropriate administrator.

7.11.3 All normal evaluation procedures specified in this Agreement shall be followed except that:

- (a) The evaluation process as specified in Article 7.4.1, shall be coordinated by the appropriate administrator and the Chair of another Department as identified in consultation with other chairs in the division.
- (b) Input will be provided from other Department Chairs, the employee being evaluated, departmental faculty, other appropriate college employees and community respondents, as identified during the pre-evaluation meeting.
- (c) The evaluation summary, as described in Article 7.7.2, shall include one or more of the following recommendations:
 - (i) a continuation of the term of office;
 - (ii) a change in performance;
 - (iii) a further evaluation to be performed within a specified period;
 - (iv) a termination of the assignment;

The employee shall acknowledge, in writing, that they have read the evaluation.

- 7.11.4 Termination of a Chair's assignment shall normally occur after an adequate and documented process of alerting towards deficiencies and guidance towards improved performance.
- 7.11.5 When a Chair position is vacated during the term of assignment, the position shall be filled by the election process described in Article 3.5.1 of this Agreement, and a new term shall commence at the election date.
- 7.11.6 When a Chair assignment terminates for any reason, the employee shall return to the position held immediately prior to assuming the assignment.

7.12 EVALUATION OF NON-INSTRUCTIONAL COORDINATORS

- 7.12.1 Coordinators will be evaluated before the end of the probationary period and then at least once in every three (3) year period.
- 7.12.2 The evaluation process will be coordinated by the appropriate administrator in consultation with at least one Department Chair, who shall discuss the process with the Coordinator being evaluated. At this meeting, college employees and community respondents to participate in the evaluation shall be identified and timelines for the process established.
- 7.12.3 Relevant evaluation forms shall be developed in consultation with the Labour Management Committee. Any instructional duties performed by the coordinator shall be evaluated by the procedures established in Article 7.6.
- 7.12.4 The evaluation summary, as described in Article 7.7, shall include one or a combination of the recommendations for evaluation of regular employees, as described in Article 7.7.

8. PERSONNEL RECORDS, DISCIPLINE, SUSPENSION AND DISCHARGE

8.1 PERSONNEL RECORDS

- 8.1.1 Employees may view their personnel records upon request to the Office of Human Resources. Such requests shall be granted at a time mutually agreeable to both parties, and shall not be unreasonably delayed.

8.1.2 The Employer shall not use any information contained in the employee's personnel file in a disciplinary way without first notifying the employee in writing that the information is being placed in the file, and including a copy of the relevant information from the file.

8.2 DISCIPLINARY ACTION

Before any formal disciplinary action is initiated, the Employer shall take all reasonable steps to discuss and resolve the issue with the employee. Dismissal, as the most severe course of disciplinary action open to the Employer, shall normally occur only after a positive and supportive process for improvement has failed to result in a satisfactory level of performance.

8.3 JUST CAUSE

No employee shall be discharged, suspended, or in any way disciplined except for just and reasonable cause and only on the written authority of the Employer. In all cases, the burden of proof of just cause shall rest with the Employer.

8.4 PROCEDURE

8.4.1 An employee shall have the right to have their union representative present at any discussion that the employee believes might be the basis for disciplinary action.

8.4.2 Where an Administrator intends to interview an employee for disciplinary purposes, the Administrator shall notify the employee and the Union of the purpose of the interview in order for the employee to arrange union representation. Securing union representation shall not unduly delay the meeting or the resulting action to be taken.

8.4.3 Disciplinary action and the reasons shall be confirmed in writing within five (5) working days of the meeting held under Article 8.4.1. The reasons shall normally set out the substance and source of the allegations against the employee.

8.4.4 When an employee is suspended or dismissed, the Union shall be notified of the suspension or dismissal within five (5) working days, and shall receive a copy of the letter provided to the employee.

8.4.5 This Article does not apply to those discussions that are of an operational nature and do not involve disciplinary action.

9. WORKLOAD (VARIOUS)

9.1 HOURS OF WORK

- (a) The College's normal hours of operation for credit courses are 8:30 am to 10:00 pm on Monday to Thursday and 8:30 am to 5:30 pm on Friday, Saturday, and Sunday.
- (b) The regular hours of work for Faculty shall normally be between 8:30 am and 10:00 pm on Monday to Thursday and 8:30 am to 5:30 pm on Friday, Saturday and Sunday, with a one-half (0.5) or one (1) hour meal period as near to mid-shift as the class schedule permits.

9.1.2 Employees may be required to work outside the regular hours of work on no more than two (2) occasions per week, except by consent, or in situations when employment conditions requiring evening or weekend delivery of instruction have been accepted.

Teaching duties will be scheduled on five (5) consecutive days, Monday to Sunday, unless the employee agrees otherwise.

Departments shall, in consultation with the Dean or designate, establish fair and equitable practices for the assignment of instructional duties outside the range of regular daytime and weekday working hours.

9.1.3 Full-time instructional faculty normally will be required to account for 30 hours per week of on-site duties throughout the academic year, and these shall not be altered, except by consent. These include teaching assignments, office hours, travel time and related activities approved as outlined in Article 9.2. When approved committee meetings fall within the time a faculty member is normally scheduled to be on campus, the time involved shall be deemed to be part of the scheduled weekly activity.

It is understood that activities such as preparation and marking normally will require additional time beyond the thirty (30) hours of required on-site presence each week.

9.1.4 NON-INSTRUCTIONAL FACULTY

Non-Instructional faculty shall have a scheduled workweek not exceeding thirty-five (35) hours per week averaged over any two- (2) week period.

9.1.5 A faculty member's workload shall not extend beyond a maximum of ten (10) continuous hours in any one day unless waived by mutual agreement between the employee and the Dean or designate.

- 9.1.6 A period of twelve (12) consecutive hours must elapse between the completion of an employee's duties on one working day and the commencement of duties on the following day, unless this provision is waived in writing by the employee. Travel time as described in Appendix C shall be counted in determining the elapsed time.

9.2 ASSIGNMENT AND SCHEDULING OF DUTIES

9.2.1 ASSIGNMENT OF DUTIES

It is clearly understood that the process leading to the assignment of duties is an iterative and consultative process among the Department's faculty, the Department Chair and the Dean or designate.

- (a) In consultation with the Department Chair, the Dean or designate shall determine the teaching load and other duties available to be assigned to the Department's faculty for each semester or instructional year.
- (b) The Department Chair, after consultation with the members of the Department, shall recommend to the Dean or designate, and in accordance with the provisions of this Section, the assignment of employees to courses and other duties. Every reasonable effort shall be made to accommodate the preferences of the employee.
- (c) Assignment of duties and responsibilities must be established and approved by the Dean or designate, no later than thirty (30) workdays before the assignment is to begin, and faculty shall be notified of their assignments in writing at this time. The Employer also shall provide the Union with a summary of all workload assignments.

9.2.2 SCHEDULING OF COURSES

- (a) Scheduling of courses shall be coordinated centrally by the Registrar or designate, under the direction of the Vice-President, Education or appropriate designate. In determining faculty schedules, the appropriate administrator shall make every reasonable effort to act in accordance with stated faculty preferences, recognizing that the needs of students must be the first consideration. Seniority shall be used as the deciding factor when conflicts between faculty preferences cannot be resolved in any other way. Timetabling or scheduling issues not resolved at the departmental level may be referred to the Labour Management Committee for resolution. Additional faculty members and/or administrators may attend the Labour Management Committee where the Labour Management Committee mutually agrees this as helpful for the resolution of the timetabling or scheduling issues under discussion.

- (b) Draft timetables for Fall and Winter offerings shall be prepared no later than June 1; timetables for intersession courses shall be prepared at least 30 (thirty) working days prior to the commencement of the term. Final course timetables shall be posted at least 15 (fifteen) working days before schedule implementation.

9.2.3 In the event of special program funding, where it is not feasible to meet the requirements of Article 9.2.1 and Article 9.2.2, assignments and scheduling of duties and notification of faculty shall be completed as soon as possible.

9.3 DETERMINATION OF WORKLOAD

9.3.1 In determining the formal assignment of workloads, the following factors shall be taken into account:

- (a) size of classes;
- (b) total number of students dealt with;
- (c) nature of courses;
- (d) number of different courses;
- (e) number of different disciplines taught;
- (f) responsibilities to open students/courses;
- (g) need for, and availability of, instructional support;
- (h) marking requirements;
- (i) approved committee involvement;
- (j) concurrent or other course development activities;
- (k) number of locations at which the employee is required to teach and the travel time involved;
- (l) approved administrative and other non-instructional responsibilities;
- (m) whether the employee is teaching the course for the first time;
- (n) specific instructional needs of students.

9.4 INSTRUCTIONAL YEAR

9.4.1 The regular instructional year for university transfer, advanced and provincial ABE and for career diploma programs shall consist of two (2) semesters. Regular employees may be assigned to teach a single scheduled course in the May-June intersession period not more than once every alternate year, except by consent. Faculty teaching intersession courses will not be required to support open students at the same time, except by Departmental agreement. Faculty not teaching intersession courses and not engaged in approved Professional Development activities shall be required to support open students, conduct curriculum development activities or perform other duties as assigned.

The assignment of duties during intersession periods shall occur as outlined in Article 9.2.1(a).

- 9.4.2 For all other programs, the instructional year shall normally fall within the months September through June.

9.5 CALCULATION OF WORKLOAD: INSTRUCTIONAL UNITS

9.5.1 In order to quantify the major components of an instructional assignment, it is agreed that employees will be assigned instructional units for their various instructional duties and related activities. The total number of instructional units allocated to each employee will be used to determine the employee's overall workload, as outlined in Article 9.5.

- (a) The maximum full-time instructional load shall not exceed fifteen (15) instructional units per week, averaged over the instructional year, and shall not exceed eighteen (18) instructional units in any one duty week.

One (1) instructional unit is defined as:

- (i) 1 hour of direct instruction using lecture format in which new material, requiring preparation, is presented to a scheduled class;
- (ii) 1.8 hours of lab supervision/instruction if a lab assistant is available, to a maximum of 12 hours per week. Should the total assigned hours of lab instruction exceed twelve (12) per week, this weighting may be altered on the basis of a recommendation by the Department Chair in consultation with the employee and Dean or designate.
- (iii) between 1 and 1.6 hours of lab supervision/instruction if a lab assistant is not available. The figure used shall depend upon the amount of work involved in setting up and dismantling the labs, and shall be determined, on a course by course basis, by the Department Chair in consultation with Departmental employees and the Dean or designate.
- (iv) 1.4 hours of instruction for clinical delivery mode;
- (v) 1.8 hours of trade or technical instruction;
- (vi) 1.8 hours of regular instruction for applied business technology, computer applications and tourism programs;
- (vii) 1.6 hours of practicum supervision;
- (viii) 1.6 hours of classroom instruction in ABE, ESL and language classes where there is a combination of lecture, group work, desk work and lab-like activity;
- (ix) 1.6 hours of studio instruction for visual arts, a maximum of 8 hours of which, per week, may be used for supervised studio activity;
- (x) 1.6 hours of classroom instruction, to include a minimum of six (6) hours of Disabled Student Services where applicable, in A.S.E;
- (xi) 3 hours of direct travel to and from a teaching location other than the work location, as assigned in 9.17.1, when the employee

teaches in more than one College campus/centre on the same day or when the employee teaches in a campus/centre located more than sixty (60) km from the home campus/centre.

- (xii) 1.0 instructional unit for every nine (9) assessments where a faculty member is carrying out a college assessment function, not program specific, during the instructional term.

9.5.2 INSTRUCTIONAL UNIT ADJUSTMENTS

Where the complexity of the instructional materials warrant, the allocation of instructional units for any course shall be increased by 20% for any course(s) which the employee has not taught within the previous two (2) years and where no time has been specifically allocated for preparation in advance of the course start date. The amount of preparation time appropriate for any course shall be determined by mutual consent amongst the Dean or designate, Department Chair and departmental employees.

- (a) Where there is a substantial change in course content during the academic year, and the department, in consultation with the Dean or designate, determines that immediate course modification is required, the additional development time will be provided for faculty charged with implementing the changes.

- (b) Instructional Unit Adjustment

- (i) The maximum full-time instructional workload for faculty teaching Mathematics and Science Laboratory courses shall not exceed eighteen (18) student contact hours in any one duty week.

- (ii) Sessional Faculty Teaching Non-Laboratory Courses

When a sessional employee teaches a non-laboratory course and the aggregate number of students in those courses is equal to 90% of the capped enrolment, each course shall be increased from 20% to 25%.

- (iii) Sessional Faculty Teaching Laboratory Courses

A sessional faculty teaching a science course with a lecture and laboratory component shall be recognized at 30% workload.

9.5.3 OPEN STUDENTS

- (a) Instructional units shall be determined on the following basis for employees instructing open students (with the exception of Applied Business Technology):

- (i) 0.75 instructional units per week for every six (6) students in non-lab open courses;
- (ii) 1.2 instructional units per week for every six (6) students in open courses with a regular lab component where no laboratory assistant is present.
- (iii) 1.0 instructional unit per week for each 1.5 units of open courses tutored, with shorter courses to be pro-rated on unit value, as long as such courses are not being taught concurrently in a scheduled format.

When faculty are employed to deal exclusively with open students as content specialists on a regional or College-wide basis, this Article shall not apply unless three (3) or more courses are involved. For every additional 1.5 unit course beyond two (2) courses, 0.5 instructional units shall be assigned per week, with shorter courses pro-rated on unit value. Article 9.15.4 shall apply in the event the faculty member is assigned course supervisory responsibilities. Agreement of the Union shall be sought for all new positions of this nature prior to recruitment.

- (b) The workloads of faculty instructing open students shall be evaluated at the start of each month, and shall include course extensions. It is recognized that the number of open students assigned to an employee may sometimes “peak” in January due to an overlap of completing students with new registrations. This peak will be ignored in calculating workloads for that month provided the situation does not persist into February.

9.6 STUDENT CONSULTATION HOURS

Department Chairs will determine, in consultation with their departments and the appropriate Dean or designate, the appropriate number of office hours required on a weekly basis for faculty to be available for student consultation. All faculty shall post their timetables with office hours indicated. In programs where students have constant access to the faculty, the office consultation will be by appointment only.

9.7 COURSE PREPARATION IN ACADEMIC AND CAREER PROGRAMS

Where a faculty member has not taught a course before, then a faculty member shall receive one week’s preparation time to a maximum of two weeks based on their workload assignment.

Faculty in academic and career programs shall not be expected to prepare more than three (3) different 3-credit courses in a given semester. This may be exceeded under

the provisions outlined in Article 9.10.2 (Underload), or by mutual agreement between the employee and Dean or designate.

9.8 OTHER DUTIES

In the event the College requires faculty to undertake, on a regularly occurring basis, specified duties not mentioned elsewhere in Article 9, such duties shall be considered part of the employee's workload to an extent to be determined by consultation between the employee, the Department Chair and the Dean or designate.

Examples of such duties include, but are not limited to, such things as the arrangement and supervision of work experience placements, assessment related activities, regularly scheduled group advising or pre-registration counselling sessions and region-wide responsibilities, apart from those exercised by Department Chairs.

Where deemed appropriate by the parties, such duties may be assigned an instructional unit value to be used in the quantification of overall workload. The assignment of instructional units shall be agreed upon between the Employer and the Union in consultation with the Department Chair and department employees.

9.9 NUMBER OF COURSES AND SECTIONS

The number of scheduled courses faculty will be assigned in a given semester will vary from program to program and may vary from campus to campus. In academic courses at the university transfer level, and in two-year career diploma programs, the assignment for a full-time faculty member shall not exceed four (4) scheduled courses per semester. An additional section/preparation may be added under the provisions outlined in Article 9.10.2 (Underload). The number of courses may be prorated for courses involving more or fewer than three (3) instructional units per week. This provision shall not be enforced to the extent that it exceeds the workload as specified in Article 9.5.

9.9.1 COMPUTER SCIENCE FACULTY

A full (100%) workload teaching only first year courses will be four (4) sections and three (3) preps in each semester.

A full (100%) workload teaching only second year courses will be three (3) sections and three (3) preps in each semester.

9.9.2 COMPUTER GRAPHICS FACULTY

A full (100%) workload in Computer Graphics will be seven (7) sections and six (6) preps averaged over the academic year.

9.9.3 INTERSESSION

Instructors in Computer Science and Computer Graphics with a full (100%)

workload will not be required to teach an intersession course in the May – June period.

9.9.4 HOSPITALITY AND TOURISM FACULTY

A full (100%) workload will be five (5) sections (3 credits each) and five (5) preps in each semester.

9.10 STUDENT LOAD: UNIVERSITY TRANSFER, ADVANCED AND PROVINCIAL ABE, CAREER DIPLOMA PROGRAMS

9.10.1 The student load, which is the total of open and/or scheduled students, shall not at any time exceed one hundred and twenty five (125) students per faculty, unless special circumstances apply. These exceptions shall be negotiated separately and shall include instances where technology or additional support is provided.

To address specific instructional situations, the following guidelines shall also apply:

- (a) 115 students shall be considered the maximum load for English faculty, except in English Composition, where the maximum shall be 100 students;
- (b) Each student in laboratory science courses with a scheduled, regular laboratory component shall count as 1.5 students for the purposes of calculating student loads.
- (c) The calculation of student numbers for determining workload shall be based on enrolments at the Stable Enrolment date (i.e. the last day students can register).

9.10.2 STUDENT UNDERLOAD

- (a) In any semester where academic, advanced or provincial level ABE, or Career diploma faculty carrying a full workload as defined in Article 9.5 have student workloads more than 25% below the maxima defined in Article 9.10.1, then their workload may be adjusted by one, or a combination of, the following expedients, as determined by consultation among the Department Chair, the Dean or designate and the employee, who shall ensure that the amount of any additional duties is commensurate with the extent of the underload. Part-time employees shall be subject to the same provision, pro-rated according to the percentage of their contracts.

Additional duties may be chosen from, but shall not be confined to the following list:

- (i) teaching a maximum of one (1) additional course, either in the semester in which the shortfall occurs, or in the next semester or intersession period. Additional instructional units accrued in this way shall not be considered in calculating overload;
 - (ii) engaging in new or ongoing course development activities;
 - (iii) accepting open students;
 - (iv) acting as a marker and/or course supervisor.
- (b) It is understood that every possible effort shall be made to prevent underloads arising through lack of adequate instructional space or facilities. Priority in assigning classrooms or other resources shall be given to faculty who might otherwise be forced into an underload situation. Where an underload situation arises on account of insufficient space or resources, no faculty shall be required to teach an additional course or section except by consent.

9.11 SCHEDULED SECTION/CLASS SIZES

9.11.1 Academic and Career Diploma classes shall not exceed 35 students except in those situations where it is deemed appropriate by the department or employee to offer lectures to larger groups. The following limits shall also be observed:

- (a) Part-time vocational programs: Maximum class sizes shall be determined by considering the following factors:
 - (i) limits imposed by external agencies;
 - (ii) practical component requirements;
 - (iii) facilities and location for delivery.

The maximum number of students in any part-time vocational upgrading course will be determined in consultation among the instructors, Department Chair, and the Dean on a course-by-course basis taking into consideration the delivery method and limitations of available training equipment.

- (b) Other vocational programs:

	<u>Theory</u>	<u>Practical</u>
Log Scaling, MED:	24 students	12 students
Nautical, Drafting, Electronics:	20 students in all sections	
Driver Training:	20 students	4 students
Automotive/HD:	20 students	16 students
Welder, Welder/Fabricator:	20 students	16 students

Electrical, Entry Level:	20 students	16 students
Trades Upgrading:	20 students	12 students
Chef Training:	16 students in all sections	
(c) Applied Business Technology:	18 students	
(d) English composition classes in U.T:	25 students	
(e) English U.T. literature classes, with a major composition teaching element at the first year level:	30 students	
(f) ESL (all levels):	16-18 students	
(g) ABE Fundamentals:	12-14 students	
(h) ABE Intermediate:	20 students	
(i) ABE Advanced/Provincial:	25 students in Maths/English	30 students in other
(j) Adult Special Education (ASE):	12 students	
(k) Nursing:	8 students in clinical	12 students in lab
	16 students in preceptorship	32 students in class
(l) Practical Nursing Program (PNP):	10 students in clinical	12 students in lab
	16 students in preceptorship	32 students in class
(m) Early Childhood Education:	24 students in class	12 students in practicum
(n) Human Service Worker (HSW):	24 students in class	12 students in practicum
(o) Visual Arts:	12-24 students dependent upon studio requirements	
(p) Home Support/Resident Care Program:	20 students in class	10 students in lab
	10 students in clinical	

- 9.11.2 Notwithstanding the above limits, class sizes in any course shall not exceed the capacity of the equipment or safe working limits of the facilities available.
- 9.11.3 Class sizes in new program areas shall be established between the Union and the Employer in consultation with the Dean or designate and the Department Chair(s) in the relevant program area.

9.12 CONTRACT SERVICE WORK

When employees covered by this Agreement are involved in contract service work, all hours worked in excess of the weekly workload as defined in Article 9.5 shall be banked and taken as time off between courses.

9.13 OVERLOAD

It is recognized that it is in the best interests of both the employer and employee to avoid overload situations. Acceptance of an overload in any semester is voluntary, but when such overload occurs, the Employer shall make every reasonable effort to arrange a corresponding reduction in workload in the next semester. In addition, the following provisions shall apply:

- 9.13.1 No appointment shall be approved that places an employee in an overload situation, unless there is a corresponding workload reduction in the following semester.
- 9.13.2 If an employee applies for work through the posting process that would place the employee in an overload position, then the employee shall advise their Dean, Department Chair and Department of the application, and give up part of their existing workload in order to maintain their workload at 100%. If it is not practical to adjust the workload, then the employee's application for the position will be denied.
- 9.13.3 In an emergency, when there is no alternative but to assign work that places a faculty member in an overload situation in one semester with no opportunity for a reduction in workload in the next semester, then the employee shall be compensated for work in excess of 100% at the rate of 1.5 times the employee's regular rate of pay for that work.

9.14 CURRICULUM DEVELOPMENT

- 9.14.1 For the purposes of this section, curriculum development for instructional faculty consists of major development or revision of courses. For non-instructional faculty the equivalent activity will consist of approved projects that enhance service delivery and promote excellence. For course development or revision activity that is not considered major, refer to Article 11.6.

- 9.14.2 The nature and extent of any curriculum development activities shall be determined in consultation with the employee, Department Chair and Dean or designate.

Curriculum development activities shall be authorized by the appropriate Dean or designate on the basis of recommendations received from Department Chairs in consultation with their departments.

The assignment of, or request for, curriculum development activities, by individual faculty, and the time(s) when such activities shall occur, shall be decided by mutual consent of the Department Chair, employee and Dean or designate.

A report describing the completed curriculum development will be filed with the Dean, or designate.

- 9.14.3. Each regular full-time instructional employee may be assigned a maximum of ten (10) working days of curriculum development time in each year. Additional time may be scheduled by mutual agreement between the employee, the Department Chair and Dean.

Regular part-time instructional employees shall have the same allocation, prorated to the proportion for their contract. The calculation of curriculum development time shall include any increases to their regular assignment.

In the event there is no Department Chair, faculty member may seek written support for their applications from other colleagues or the Department Chair of the most closely related Department.

- 9.14.4 When curriculum development occurs concurrently with instructional activities, the time required for development activities shall be calculated as part of the regular workload as defined in Article 9.5, on the basis of two (2) development hours equals one (1) instructional unit. This provision shall be waived when curriculum development is undertaken to adjust work underloads as described in Article 9.10.2. Curriculum Development will not be scheduled during approved vacation or authorized Professional Development.

9.15 COURSE SUPERVISION/MARKERS FOR U.T., PROVINCIAL AND ADVANCED LEVEL A.B.E.

- 9.15.1 Each open course shall be managed regionally by a Course Supervisor who shall assume the following responsibilities:
- (a) to ensure the course content meets Provincial and/or other requirements;

- (b) to identify appropriate instructional materials;
- (c) to ensure the currency of exams and assignments;
- (d) to identify major curriculum development needs and make appropriate recommendations to the Department Chair;
- (e) to identify qualified Markers in consultation with the Department Chair;
- (f) to collect appropriate annual data and report to the Department.

9.15.2 Course Supervisors shall be determined by Department Chairs in consultation with department members.

9.15.3 Major revision/development work for open courses as identified above shall occur only as described in Article 9.14.

9.15.4 In calculating the workload of course supervisors, each 3 credit course supervised shall contribute 0.2 to 1.0 instructional units per week to the workload of the employee. The Department Chair in consultation with the department and appropriate Dean or designate, shall determine the value within this range, taking into consideration the requirements of the specific course.

9.16 DEPARTMENT CHAIRS

The release time required to perform the administrative functions of the Department Chair positions shall be deducted from the total workload of the Department Chair with no less than fifty percent (50%) of this release taken from direct instructional duties.

9.17 ASSIGNMENT OF TEACHING LOCATIONS OR TEMPORARY DUTIES

9.17.1 An employee shall be assigned to work at a specific campus or centre. Any alteration to the above must be by mutual agreement between the employee and the Employer. Employees shall not be required to teach at more than one other college location within a semester, except by consent.

9.17.2 When an employee is temporarily assigned a role that carries with it additional compensation, the employee shall receive the higher salary for the duration of the assignment.

9.18 TRAVEL ON COLLEGE BUSINESS

9.18.1 The College shall provide substitutes, where possible, for employees travelling on approved College business.

- 9.18.2 In instances where no other means of transportation can be made available, and when an Employee is required to drive their personal vehicle more than 1600 business kilometres in their ICBC year, the Employer shall pay the additional costs of necessary insurance over and above coverage for driving to and from work. Employees shall be responsible for arranging such additional insurance and may claim reimbursement from the College upon providing reasonable justification.

9.19 SUBSTITUTE FACULTY

- 9.19.1 Whenever possible, the Employer will provide substitute faculty to relieve faculty who are absent as a result of illness or emergency or for other unavoidable reasons. The procedures for recruiting and determining suitability of substitutes shall be in accordance with Article 6.4 of this agreement.

The procedures for assigning substitutes shall be developed by the Dean and Regional Administrator.

A list of potential substitutes shall be compiled and circulated at the beginning of each semester.

- 9.19.2 In the event a faculty member requires a substitute, they shall provide as much advance notice as possible, and the appropriate administrator or designate shall arrange for a substitute. In emergencies, when advance notice is not possible, the faculty member shall be responsible for arranging substitute coverage.

The Department Chair, where established, and the Dean shall determine the amount of preparation time allocated to substitute faculty.

9.20 COOPERATIVE EDUCATION

Faculty involved in cooperative education, including the supervision of students, shall be provided with appropriate release time from assigned duties, as agreed in consultation with the employee(s), Department Chair and Dean or designate.

9.21 ESTABLISHMENT OF WORKLOAD FOR NEW PROGRAMS/COURSES

In the event that programs or faculty positions are created which are not covered by the provisions of this Article, or where the application does not permit the workload of any employee to be determined realistically, the workload shall be agreed between the Union and the Employer in consultation with the employees in the department.

10. LEAVE, PAID AND UNPAID

10.1 STATUTORY HOLIDAYS

10.1.1 The following days are recognized as Statutory Holidays:

New Year's Day	B.C. Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and any other day declared a statutory holiday by the Federal or Provincial Government.

10.1.2 Employees shall not be assigned to work on a Statutory Holiday.

10.1.3 When the holiday falls on a day when the College is officially closed, the next regular working day shall be observed as the holiday.

10.1.4 Part-time employees shall receive normal pro-rated pay for any scheduled work day, which coincides with a statutory holiday.

10.1.5 CHRISTMAS BREAK

A three- (3) day vacation break shall be granted in addition to the Statutory Holidays between December 25 and January 1.

10.2 VACATION

10.2.1 The annual vacation entitlement for regular employees shall be forty (40) days. This entitlement shall be in addition to the three- (3) days described in Article 10.1.5.

Employees with less than one (1) year of service shall have their vacation entitlements pro-rated.

- 10.2.2
- (a) Vacation dates will be mutually agreed between the employee and the Employer. Vacations shall normally be taken at times free from assigned instructional duties.
 - (b) All vacation entitlement earned in an academic year is deemed to have been used unless alternative arrangements have been made with the Dean.

- (c) When a faculty member is required to work during their vacation period resulting in vacation carryover, the Dean will authorize the vacation carryover in advance of the work being performed. Normally, such vacation carryover shall not exceed ten (10) working days.
 - (d) If vacation cannot be used by the end of the following academic year following the year it is earned, then the College will arrange to payout such carryover.
- 10.2.3 Employees shall receive an extra day's vacation for each statutory holiday that falls during their annual vacation period.
- 10.2.4 Vacation pay shall be calculated at six percent (6%) of pay for sessional faculty and four percent (4%) of pay for casual faculty over the duration of their employment periods.

10.3 SICK LEAVE AND DISABILITY BENEFITS

- 10.3.1 The Employer shall implement a single plan for the provision of disability benefits for eligible employees who are covered by this Agreement.
- 10.3.2 The disability benefits plan is as set out in the findings of the Joint Committee on Benefits Administration (JCBA) entitled *Long-Term Disability Benefit Initiative*, and is an insured plan with the following elements:
- (a) Benefit level of sick leave at one hundred percent (100%) for the first thirty (30) calendar days, short-term disability at seventy percent (70%) weekly indemnity for the next twenty one (21) weeks, and long-term disability leave of seventy percent (70%) thereafter;
 - (b) Long-term disability as defined on the basis of two-year own occupation and any other occupation thereafter as described by the JCBA plan;
 - (c) Health and welfare benefit premiums will be paid by the Employer or the Plan for employees on sick leave, short-term disability and long-term disability;
 - (d) Employer payment of premiums for both short-term and long-term disability benefits;
 - (e) Claims Review Committee made up of three (3) medical doctors (one designated by the claimant, one by the Employer and the third agreed to by the first two doctors);
 - (f) Mandatory rehabilitation as described in the JCBA plan;

- (g) Subject to provisions of the Plan, enrolment is mandatory for all active regular employees and for active non-regular employees employed on a continuing basis for at least a four (4) month period with fifty percent (50%) or more of a full-time workload as defined by local provisions of Article 10.3.3.

10.3.3 ELIGIBILITY REQUIREMENTS FOR ENROLMENT

- (a) Regular full-time and part-time
- (b) Sessional full-time with contracts of four (4) months or longer;
- (c) Sessional part-time with contracts that are 50% or more and four (4) months or longer.

10.3.4 Employees covered by this plan shall retain any sick leave banks accrued up to but not beyond March 31, 2002.

10.3.5 The Joint Committee on Benefits Administration (JCBA) shall oversee the plan.

10.3.6 Employees not eligible for the disability benefits plan shall receive sick leave credits at 1.5 working days of sick leave for each month of service or portion thereof, pro-rated to the actual hours worked for the duration of the contract.

10.4 BEREAVEMENT LEAVE

10.4.1 In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to special leave at the employee's regular rate of pay from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return traveling time. Such leave shall normally not exceed five (5) working days and shall apply to Regular employees and Sessional employees with contracts of fifty percent (50%) or greater, and with a duration of four (4) months or longer.

If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of day's vacation.

10.4.2 Immediate family is defined as an employee's parents, spouse, common-law spouse, child, brother, sister, father-in-law, mother-in-law, grandparents, grandchild, and any relative who has been residing in the same household or any other relative for whom an employee is required to administer bereavement responsibilities.

10.4.3 In the event an immediate family member suffers a medical crisis in, which death is considered imminent, the employee may take visitation leave of up to five (5) days. This leave may be taken in lieu of bereavement leave, on the understanding that additional leave, if needed to attend a later funeral of the same family member, shall be treated as normal vacation leave or leave without pay, at the option of the employee.

10.4.4 In exceptional circumstances, the Office of Human Resources may grant additional bereavement leave.

10.5 MATERNITY LEAVE

An employee, on written request, is entitled to maternity leave in accordance with provincial and federal regulations. The Employer shall defer the commencement of the maternity leave for any period of time requested by the employee and approved by their medical practitioner.

An employee, on written request, is entitled to maternity leave in accordance with the Common Agreement.

10.6 PATERNITY LEAVE

An employee shall be entitled to, upon written request, up to three (3) day's time off without pay but with full benefits to attend the birth of their child.

10.7 PARENTAL LEAVE

An employee, on written request, is entitled to maternity leave in accordance with provincial and federal regulations.

An employee, on written request, is entitled to parental leave in accordance with the Common Agreement.

10.8 ADOPTION LEAVE

An employee, on written request, is entitled to up to twelve (12) week's time off, without pay, and with full benefits in the event of the adoption of a child.

10.9 BENEFITS WHILE ON MATERNITY & PARENTAL LEAVE

10.9.1 The services of an employee who is absent from work under these leaves shall be considered continuous, and the Employer shall continue to make payment to any pension, medical or other plan beneficial to the employee in the same manner as if the employee were not absent.

10.9.2 When an employee resumes employment at the expiration of these leaves, the employee shall be reinstated in all respects by the Employer into the position previously occupied and with all increments to wages and benefits

to which the employee would have been entitled had the leave not been taken.

10.10 LEAVE FOR COURT DUTIES OR APPEARANCES

- 10.10.1 An employee who is subpoenaed for jury duty or as a witness shall be granted time off with pay for the period of the leave.
- 10.10.2 An employee, in receipt of regular earnings while serving at court, shall reimburse the Employer all monies paid by the Court except travelling and meal allowances not reimbursed by the Employer.
- 10.10.3 Where an employee's private affairs have occasioned a court appearance, a leave of absence, without pay and with full benefits, shall be granted to a maximum of five (5) days for such court appearance.

10.11 SPECIAL LEAVE

- 10.11.1 An employee may request a special leave with pay for the following reasons:

- (a) marriage of the employee;
- (b) attending wedding of employee's child;
- (c) divorce of the employee;
- (d) moving of household furniture and effects to a different residence;
- (f) attending a hearing to become a Canadian citizen;
- (g) attending funeral as a pall bearer or mourner.

Requests for such leave(s) shall not be unreasonably denied and shall not exceed a total of three (3) days leave for all causes in any one (1) calendar year.

Special leaves do not apply during vacation periods.

- 10.11.2 In the case of illness of a member of the immediate family of the employee, and where no one at home other than the employee can provide for the needs of an ill person, or in the case of care of aging parents, the employee is entitled to use sick leave entitlement up to a maximum of ten (10) working days per year.

10.12 POLITICAL LEAVE

- 10.12.1 If nominated as a candidate for election at the Federal, Provincial, or Municipal level, leave of absence without pay shall be provided during the election campaign.
- 10.12.2 If elected to a full-time office, a leave of absence without pay or benefits shall be provided for one year, renewable each year on request, for the term of office.
- 10.12.3 The employee must make a request in writing at least three (3) months prior to the anticipated commencement of said leave.
- 10.12.4 Employees returning from such leave shall advise the Employer at least three (3) months prior to the expected return to work and shall resume their duties no later than the beginning of the next recognized work period.

10.13 DEFERRED SALARY LEAVE

- 10.13.1 An employee desiring such leave shall make a written application to the Employer at least one (1) month prior to entry to the plan. Approval of entry to the Deferred Salary Leave plan shall not be unreasonably withheld, and where approval is not granted, the reason shall be given to the employee in writing.
- 10.13.2 The maximum period for salary deferral is six (6) years. During this period, the maximum percentage of salary deferred shall not exceed the following:
- | | | | |
|-------------|---------|------------|---------|
| one year | 33 1/3% | two years | 33 1/3% |
| three years | 33 1/3% | four years | 25% |
| five years | 20% | six years | 16 2/3% |
- The participant may alter the percentage amounts for the next or any subsequent year by providing written notice to the College one (1) month prior to the anniversary date of their participation in the plan.
- 10.13.3 The Employer will administer the plan in accordance with the required legislation pertaining to salary deferral plans, and will bear the administrative expenses of the plan.
- 10.13.4 The monies retained by the Employer for participants, including interest thereon, shall be invested and reinvested by the Employer in investments offered from time to time by an investor mutually agreeable to the Employer and the Employee. All investments shall be deposited only in an institution covered by the Canada Deposit Insurance Corporation (CDIC). The Employer and the Union shall not be liable to any participant for investments made under this Article.

10.13.5 Interest accruing to the employee shall be paid out annually.

10.13.6 The Employer shall make an annual report to each participant as to the amount of deferred salary together with interest accrued to that date. The annual report shall be made not later than Dec. 31st of any given year.

10.13.7 TAKING OF LEAVE OF ABSENCE

- (a) Participants in the Plan shall give the Employer a minimum of six (6) months notice prior to taking of such leave, which shall not normally be less than four (4) months or greater than one (1) year. At this time, the participant will choose either a lump sum payment at the commencement of the leave, or receive regular biweekly salary payments.
- (b) The salary to be paid to the employee during the leave of absence shall be related to the monies retained by the College under this plan, less any deductions made by the College for health and welfare benefits, as identified in Article 10.13.8.
- (c) If the Employer is genuinely unable to obtain a suitable replacement, the Employer will notify the participant in writing not less than four (4) months prior to the requested leave date that the leave is postponed. The deferred leave may be postponed by not more than one (1) year. In the event of a postponement, the participant may choose to remain in the plan or withdraw from it; in the latter case the Employer shall pay the participant the deferred compensation in one lump sum payment within sixty (60) days of such withdrawal.
- (d) Participants must take the deferred leave after a maximum of six (6) years within the plan or after salary deductions have totalled one hundred percent (100%). Employees may, no later than six (6) months prior to this date, request a postponement of the commencement of their leave. This postponement shall not normally exceed twelve (12) months.

10.13.8 BENEFITS - DEFERRED SALARY LEAVE

Benefits will be as follows:

- (a) The participant shall bear the full cost of health and welfare benefits.
- (b) No sick leave credits will accrue during the period of leave. Sick leave credits accumulated up to the time of the leave will be carried forward and be available upon return from leave.
- (c) Vacation credits do not accumulate during the period of such leave.

- (d) Superannuation deductions will be made in accordance with the Pension (College) Act.

10.13.9 WITHDRAWAL FROM THE PLAN

- (a) A participant who ceases to be employed by the College must withdraw from the Plan. Also, under extenuating circumstances, a participant may withdraw from the plan upon giving at least one (1) month's notice of intent to do so. In both cases, the College shall immediately seek redemption from the investor of all monies held on behalf of the participant, and upon receipt, shall remit the full amount to the participant.
- (b) In the event of the death of a participant and upon notice by the executor, the Employer shall pay to the participant's estate the full deferred compensation amount plus accrued interest, subject to the College receiving any necessary clearances and proofs normally required in such situations.
- (c) Participants may, on one occasion, suspend their participation in the plan for a period of not less than six (6) months, or not more than twelve (12) months. When the period of suspension ceases, the participant shall be reinstated in the plan on the first day of the following month.

11. PROFESSIONAL DEVELOPMENT

11.1 PURPOSE OF PROFESSIONAL DEVELOPMENT

In order to maintain excellence of instruction and educational service at North Island College, faculty may pursue activities related to professional development. It is recognized that professional development is both an individual and shared responsibility.

11.2 FUNDING OF PROFESSIONAL DEVELOPMENT

- 11.2.1 The Employer shall place an amount equivalent to one-and-one-half percent (1.5%) of total faculty bargaining unit salary budget into the Professional Development Fund.
- 11.2.2 The Professional Development Committee shall submit to the College monthly a statement accounting for all expenditures.

- 11.2.3 The Professional Development Fund shall normally be allocated as follows:
- 40% In-service professional development
 - 60% Assisted professional development leave
- 11.2.4 The Professional Development Committee may, within a fiscal year, alter the percentage funding allocations (Article 11.2.3), at its discretion, and in response to applications for different categories of professional development funding.
- 11.2.5 Any funds unspent at the end of the fiscal year shall accrue to the Professional Development Fund for the next fiscal year.
- 11.2.6 Where approved Professional Development activities can only be taken during scheduled class time, the college shall provide a substitute, who shall be paid out of the college budget.

11.3 TIME ALLOCATED FOR PROFESSIONAL DEVELOPMENT

- 11.3.1 All regular full-time faculty shall have twenty-two (22) working days per year for professional development scheduled in a single block of time or in time periods mutually agreeable to the Employer and the employee.
- 11.3.2 Regular part-time employees shall have the same allocation, pro-rated to the proportion of their contract. The calculation shall include any increases to their regular assignment in that academic year.
- 11.3.3 When employees are prevented by College duties or other circumstances from using the whole, or part of their professional development time entitlements, they may, with the permission of the appropriate Dean, carry a maximum of twelve (12) days forward for one (1) year. The days carried forward shall be added to the entitlement for the following year and shall be taken in that year.

11.4 PROFESSIONAL DEVELOPMENT COMMITTEE

- 11.4.1 The Professional Development Committee will consist of one member appointed by the College and two members elected by the Union. The Professional Development Committee shall be coordinated by the Director, Human Resources who shall be a non-voting member of the Committee.
- 11.4.2 Coordinating duties shall include, but not be limited, to the following:
- (a) Ensure that a quality program of professional development is provided for all faculty at the College.

- (b) Establish, maintain, and apply clear guidelines, criteria, and procedures for supported Professional Development applications, in a way that is fair and equitable.
- (c) The Director, Human Resources shall provide up-to-date information to the Professional Development Committee in order to determine the annual allocation of funding for the in-service funds.
- (d) Monitor the Professional Development Fund.
- (e) The Director, Human Resources shall maintain records of all expenditures and will work with the College's Financial Services to ensure that monthly reporting is accurate and up to date.
- (f) The Director, Human Resources shall provide a monthly report on expenditures and activities to the Professional Development Committee and to the Labour-Management Committee.

11.5 CLASSIFICATION OF PROFESSIONAL DEVELOPMENT ACTIVITIES

11.5.1 There shall be four (4) categories of professional development activities:

- (a) In-Service Professional Development
- (b) Assisted Professional Development Leave
- (c) Unassisted Professional Development Leave*
- (d) Assisted Exchange Leave*

*Unassisted leaves and faculty exchanges do not require application to the Professional Development Committee.

11.6 IN-SERVICE PROFESSIONAL DEVELOPMENT

11.6.1 In-service professional development is defined as time off at full pay for the purpose of attending conferences, workshops, seminars, courses and other approved professional development activities. Time taken for such activities shall be deducted from the employee's total professional development time entitlement (Article 11.3.1) and, when possible, shall be taken at a time when the employee is free of regular instructional duties. Normally such activities shall not take the employee away from regular instructional duties for more than five (5) working days at a time, except under exceptional circumstances agreed to by the Employer and the employee.

Travel expenses, fees and other costs shall normally be paid out of the Professional Development Fund.

11.6.2 It is clearly understood that in-service professional development shall also include activities such as reading or research in areas of instructional expertise, improvement of instructional or organizational techniques and skills and preparation of materials to enhance instructional effectiveness.

Such activities will normally occur during the time set aside for professional development activities (Article 11.3.1). For major course development or revision activity, refer to Article 9.14.

11.6.3 The total time taken for activities in Article 11.6.1 shall not exceed twenty-two (22) days in any year, except by agreement with the Employer.

11.6.4 ANNUAL PROFESSIONAL DEVELOPMENT ACTIVITIES

- (a) Each Employee shall produce an annual professional development plan.
- (b) Employees shall submit details of proposed professional development activities to their Department Chairs at least two (2) months prior to the start date of the activity, unless special circumstances justify shorter notice.
- (c) All professional development activities shall be authorized by the appropriate Dean or designate on the basis of recommendations received from the Department Chair in consultation with their departments. Authorization shall not be unreasonably withheld, and reasons for denial shall be given in writing.

In the event there is no Department Chair, faculty may seek written support of their applications from other colleagues or the Department Chair of the most closely related Department.

- (d) On completion of the professional development activity, the employee shall submit a report describing the activity to the Department Chair, with a copy to the Dean.

11.6.5 FUNDING FOR ANNUAL PROFESSIONAL DEVELOPMENT ACTIVITIES

- (a) The Professional Development Committee shall publish separately the application procedures and advance notice required.
- (b) Employees shall submit requests for professional development funding to the Professional Development Committee.

11.7 ASSISTED PROFESSIONAL DEVELOPMENT LEAVE

- 11.7.1 A regular employee may apply for assisted professional development leave by requesting a release from a section, a portion of their workload or all of their workload for a period between six (6) to seventy-five (75) working days, during which time all wage and benefit provisions shall continue as if the employee was employed in their original work assignment.
- 11.7.2 A regular employee shall be eligible for assisted professional development leave after accumulation of the equivalent of three (3) years of seniority with the College since initial appointment or since completion of the most recent educational leave.

11.8 UNASSISTED PROFESSIONAL DEVELOPMENT LEAVE

- 11.8.1 Unassisted professional development leave is defined as leave of up to one (1) year, with the option to extend to a maximum of two (2) years with the consent of the Employer, during which time the employee shall not be paid. An employee shall be eligible for unassisted professional development leave after completion of the probationary period of employment with the College. The employee shall return to the position held at the time of the start of the unassisted leave upon completion of the leave period.
- 11.8.2 Application for such leave shall normally be made to the Employer at least six (6) months before the intended start date, although this requirement may be waived under exceptional circumstances. A request for extension to the unassisted leave shall be made in writing at least three (3) months prior to the expiry of the leave.
- 11.8.3 The employee shall be responsible for the full cost of health, welfare and pension benefits, and shall make the necessary arrangements with the Employer to ensure their maintenance.

11.9 ASSISTED EXCHANGE LEAVE

- 11.9.1 Assisted exchange leave is defined as leave with full pay and benefits whereby qualified faculty, with consent, is exchanged with faculty similarly qualified from another institution for a period up to one (1) year. The Employer will encourage and facilitate such exchanges whenever they are judged to be in the interests of the College and the employee.
- 11.9.2 Faculty exchanges are viewed as professional development activities, rather than concessions or awards to employees.
- 11.9.3 An employee on exchange at another institution shall remain an employee of the College for the purposes of Union membership, basic compensation and employee benefits, but will agree to the working conditions of the host institution while on exchange; similarly, incoming exchange faculty remain

employees of their own institution but agree to the working conditions of the Employer while on exchange at the College.

- 11.9.4 The following are the basic procedures to be used for implementation of faculty exchanges:
- (a) Before a faculty exchange can occur, the relevant department in conjunction with the Dean/designate must approve the assignments and periods of exchange for both the employee and new employee concerned, normally at least four (4) months in advance of the exchange. The Union shall be advised of the outgoing and incoming faculty.
 - (b) For the purposes of seniority and salary placement, the employee on exchange shall be considered as being on regular assignment.
 - (c) Formal evaluation of performance of the employee on exchange will be deferred.
 - (d) Specific professional development projects will not be required of employees on exchange, although a period of professional development may be included in the exchange assignment.
 - (e) A report to the Department and to the Dean or designate on the experiences while on exchange shall be required of all employees returning from exchange. The character of this report shall be established by the employee, the Department and the Dean or designate as part of the determination of the assignment.
 - (f) The process of selecting exchange employees from other institutions should be similar to that for faculty appointments to the College. A review of credentials will be required along with an alternative to a personal interview by the host department of the College if a personal interview cannot be arranged.
 - (g) The Employer shall disseminate information on faculty exchange possibilities and shall provide the Union with the information.
- 11.9.5 Should an exchange prove unsatisfactory, or fail altogether, for any reason, from the viewpoint of the College or the visiting employee, then the College employee on assisted exchange leave shall not be held in any way responsible for any expenses or problems occasioned by this failure.
- 11.9.6 Leave granted under this Article shall not exceed two (2) years.

11.10 SECONDMENTS

- 11.10.1 An employee shall be granted part or full-time release for secondment, for a period not exceeding one (1) year, with the possibility of an extension for a further period not to exceed one (1) year. This release shall be subject to the reasonable and bona fide curriculum and scheduling requirements of the Employer.
- 11.10.2 An employee granted the release shall continue to receive full salary and benefits from the Employer.
- 11.10.3 The College shall arrange for reimbursement of the full cost of salary and benefits.
- 11.10.4 The employee shall continue to accrue seniority equal to the seniority that would have accrued had the secondment not occurred.

11.11 OTHER LEAVES

- 11.11.1 Leave of absence may be granted an employee without pay for a period not exceeding two (2) calendar years. An employee applying for such leave shall apply in writing at least four (4) months prior to the leave commencement date. In extenuating circumstances, the four- (4) month's notice may be waived.
- 11.11.2 Employees granted a leave of absence shall provide the Employer with six- (6) month's notice of their intention to return to work.

11.12 GENERAL PROVISIONS - ALL LEAVES COVERED BY SECTION 11

- 11.12.1 Any employee or group of employees applying for assisted leaves of any type, shall do so on the understanding that they return to the employ of the College for a period of not less than the term of the leave, or one (1) year, whichever is less. In the case of assisted leaves, failure to do so will require the employee to reimburse the Professional Development Fund for all salary and other benefits paid during the term of the leave.
- 11.12.2 On return from leave, the employee will be returned to the same centre or campus and position as at the point of taking leave and with the applicable salary and benefits.
 - (a) An employee granted any type of professional development leave will be required to maintain contact with the Employer and, where leaves have been approved by the Professional Development Committee, to provide such information as will allow the Professional Development Committee to determine whether or not the conditions of the leave are being met. Further, the employee, upon return, will be required to submit a report on the activity to the Professional Development

Committee.

An employee who defaults on these conditions may have the professional development leave revoked.

11.13 LEAVE DURING PROBATION PERIOD

An employee commencing any leave during the probation period will be required to complete the unexpired portion of the probation upon returning to work.

11.14 ELIGIBILITY FOR SALARY INCREMENTS DURING A LEAVE

An employee on leave of absence with pay shall be eligible for any salary increments as they occur during the leave of absence. The granting of increment for employees on leave of absence without pay shall be deferred until the employees return to their position with the college.

11.15 REFUSAL TO GRANT LEAVE

The College may refuse to grant leaves under Article 11 where such leaves would adversely affect the operation of the department or campus to an unacceptable extent. Decisions regarding such refusals shall be made in consultation with the affected employee and such refusals shall not extend beyond one academic year.

12. HEALTH AND WELFARE BENEFITS

The Employer agrees to continue the following for the duration of this Agreement, and no changes will be put into effect unless mutually agreed between the Employer and the Union. The College cannot be held responsible for the rejection of any claim(s) by the insurers.

12.1 B.C. MEDICAL SERVICES PLAN

The parties recognize that the method of funding MSP has been changed from an individually paid premium system to a system funded by the employer paid payroll tax.

If the government, at any time in the future, reverts to an individually paid premium system for basic medical insurance, the parties agree that the employer will pay 100% of the premium for employees on the same basis as exists in the 2014-2019 collective agreement.

12.2 EXTENDED HEALTH CARE PLAN

- 12.2.1 All regular employees shall participate in the Extended Health Care Plan on the first day of the month following their appointment. The College shall pay one hundred percent (100%) of the monthly premiums.
- 12.2.2 Sessional employees who are full-time with appointments for a minimum of four (4) months are entitled to participate in the Extended Health Care Plan. The College shall pay one hundred percent (100%) of the monthly premiums.
- 12.2.3 Sessional employees who are half-time or more and who are hired for a minimum of four (4) months are entitled to participate in the Extended Health Care Plan. The College shall pay the proportion of the premium that is the same as the employee's work assignment.
- 12.2.4 The Extended Health Care Plan shall be sustained for the employees described in Article 12.2.1 to Article 12.2.3 and their dependents at the following level:
- (a) 100% reimbursement for hospital, professional and medical care and prescription drugs in accordance with the benefits policy;
 - (b) Vision care including eyeglasses and contact lenses in the amount of Six Hundred and Fifty Dollars (\$650.00) every twenty-four (24) months.
 - (c) Additional Out-of-Province coverage shall be purchased as required for employees who are away on secondment or College business beyond the term of coverage of the College plan.

12.3 DENTAL PLAN

- 12.3.1 All regular employees, and sessional employees with full-time contracts that are four (4) months or longer, shall participate in the Dental Plan. The College shall pay one hundred percent (100%) of the monthly premiums for employees and dependents.
- 12.3.2 Sessional employees with part-time contracts, that are half time or more and at least four (4) months in duration, are eligible to participate in the Dental Plan. The College shall pay the proportion of the premiums that is the same as the employee's work assignment.
- 12.3.4 The Dental Plan shall be sustained at the following level:
- (a) Basic Treatment 100%;
 - (b) Major Treatment 80% to an annual maximum of \$2000;

- (c) Orthodontic Treatment 50% to a maximum of \$2000 per person lifetime limit.

12.4 GROUP LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT

- 12.4.1 All regular employees and sessional employees with full-time contracts that are four (4) months or longer in duration shall participate in the Group Life Insurance plus Accidental Death and Dismemberment Insurance. Group Life Insurance shall provide a benefit level of three times (3X) the annual salary of the employee to a maximum of \$800,000.
- 12.4.2 Regular part-time employees and sessional employees with appointments which are half-time or more and four (4) months or more in duration shall participate in Group Life Insurance and Accidental Death and Dismemberment Insurance. The College shall pay the proportion of the premiums that is the same as the employee's work assignment.
- 12.4.3 When employees leave the employ of the College, they may arrange with the carrier for the conversion of their policy to a personal plan.

12.5 BENEFITS FOR SESSIONAL EMPLOYEES LESS THAN HALF-TIME AND/OR LESS THAN FOUR (4) MONTHS

Sessional employees who are appointed less than half-time and/or less than four (4) months shall receive six and one-half percent (6.5%) on all wages in lieu of benefits.

12.6 OPTIONAL INSURANCE

Eligible employees who choose to participate in any optional insurance plans offered by the College will pay one hundred percent (100%) of premiums. A normal conversion privilege will be provided within thirty-one (31) days after termination of, or retirement from, employment. The employee shall be responsible for the payment of any premiums arising from the conversion.

12.7 PENSION AND RETIREMENT PROVISIONS

- 12.7.1 All new employees must participate in the College Pension Plan as described in the Pension (College) Act. The College will contribute to the cost of such coverage to the extent described by the Plan.
- 12.7.2 A new employee already in receipt of a pension under the BC Pension Plans, or a recognized pension plan from BC or another Province, may waive the right to enrolment in the College Pension Plan.

12.8 REGISTERED RETIREMENT SAVINGS PLAN

The Employer shall deduct, on behalf of any employee who makes written application, any amount requested, which will be placed in the Registered Retirement Savings Plan selected by the College. The employer shall ensure that such payments are deducted before taxes.

12.9 WORKSAFEBC CLAIMS AND BENEFITS

- 12.9.1 All employees shall be covered by the Workers' Compensation Act. No employees shall have their employment terminated as a result of absence from work due to a compensable accident.
- 12.9.2 Pending implementation of payments by WorkSafeBC on an insurable claim, the employee shall continue to receive the full pay and benefits described in this Agreement.
- 12.9.3 If the employee is compensated by WorkSafeBC for any period of time for which wages are paid by the Employer, the Employee shall arrange to reimburse the Employer for such monies received from the Workers' Compensation Board.
- 12.9.4 During the period an employee is receiving Workers' Compensation benefits, the Employer shall continue to pay all required premiums for pension, and health and welfare benefits in order to maintain the employee's benefit coverage.
- 12.9.5 An employee who is declared totally and permanently disabled by the WorkSafeBC, and who cannot return to employment, will cease to be covered by the benefits no earlier than two (2) years after the date that the disability began.

12.10 BENEFITS UPON RETURNING TO WORK

Employees returning to work without a break in service shall be entitled to all benefits on their first day of re-employment.

12.11 EMPLOYEE'S RESPONSIBILITY

It is understood that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements of all benefit plans.

12.12 PROVISION OF INFORMATION ON POLICY CONTRACTS

Copies of the actual policy contracts will be kept on file in the Office of the Bursar. Upon reasonable notice, access to these policy contracts will be granted to authorized representatives of the Union. The College and the Union will make every reasonable effort to provide information regarding the benefit plans to any employee.

12.13 SUBROGATION

Employees who receive sick leave benefits as a result of an injury for which they also receive wage loss payments from the Insurance Corporation of British Columbia must reimburse the College for the wage loss payments received from I.C.B.C. for the same time period as covered by the sick leave. In such cases, the employee shall be re-credited with the sick leave benefits.

13. REGULARISATION AND JOB SECURITY

13.1 CREATION OF REGULAR POSITIONS THROUGH AUTOMATIC CONVERSION

13.1.1 An employee who has been employed with a workload of fifty percent (50%) or greater for two (2) consecutive years shall be regularized.

An employee who is regularized, and who has served two (2) years of service with the College, will receive an immediate service increment at the date of regularization.

13.1.2 PROBATIONARY PERIOD FOLLOWING REGULARIZATION

An Employee who is regularized, and who has served two (2) years of service with the College is deemed to have served their probationary period.

13.1.3 A sessional employee hired to replace a regular employee on leave of absence accumulates seniority but does not accumulate service towards regularization. Effective September 1, 2020, a sessional employee hired to replace a regular employee released to undertake a Department Chair's duties will accumulate both seniority and service towards regularization.

13.2 NEW COURSE OFFERINGS

13.2.1 When new or additional courses are offered, the right of first refusal shall be given first to qualified employees on the recall list and then to other existing, qualified, part-time employees. Seniority shall be the deciding factor when disputes arise which can be resolved in no other way.

13.2.2 New or additional work assigned to regular employees that is of four- (4) month duration or longer will be considered to be an addition to the employee's regular appointment.

13.2.3 New or additional work assigned to regular employees that is less than four- (4) month duration will be considered a sessional appointment.

13.3 QUALIFICATIONS OF EXISTING EMPLOYEES

In the event an employee has successfully completed a probationary period or has been regularized through the processes described in this Agreement, the employee shall be deemed qualified for the position held.

14. SALARIES

14.1 SALARY SCALE

14.1.1 The salary scale is attached hereto and known as Appendix D.

14.2 PLACEMENT ON SALARY SCALE

14.2.1 PLACEMENT CRITERIA

An employee's placement on the salary scale shall be determined by taking into consideration:

- (a) Qualifications at time of hiring;
- (b) Prior years of relevant work or teaching experience;
- (c) Number of years at the College;
- (d) Additional qualifications earned while employed at the College.

14.2.2 QUALIFICATIONS AT THE TIME OF HIRING

- (a) The minimum placement upon hiring shall be Step Eleven (11).
- (b) Additional steps shall be awarded as follows:
 - (i) one (1) step for a Masters degree directly related to the discipline to be taught;
 - (ii) two (2) steps for a Doctoral degree directly related to the discipline to be taught, or one step for a doctoral degree when a Masters degree is also held;
 - (iii) one (1) step for a valid teaching certificate, or successful completion of the Provincial Instructor's Diploma Program, or accreditation as a technician or technologist;
 - (iv) one (1) step for any additional trade qualifications when required for the position.

14.2.3 PRIOR YEARS OF WORK OR TEACHING EXPERIENCE

Additional steps shall be awarded as follows:

- (a) one (1) step for each full year of teaching, librarianship, counselling, or directly related work experience in a college, technical institute, vocational school or university where the work is directly related to the duties to be performed for the College;
- (b) one (1) step for each two (2) years of directly related work experience in an educational institution, other than a post-secondary institution, or at a workplace where the work performed is at a post-certification level and directly relates to the duties to be performed for the College;
- (c) one (1) step for each year of full-time post-doctoral research experience in a field directly related to the duties performed for the College.

14.2.4 SUBMISSION OF DOCUMENTATION FOR INITIAL PLACEMENT

- (a) The onus is on the prospective employee to submit all required documentation for initial placement on the salary scale prior to appointment.
- (b) Initial placement on the salary scale shall be determined, according to the above guidelines, by Human Resources and verified by the Dean or designate.
- (c) In the event that any formal qualifications require evaluation for equivalency then a sub-committee of Labour/Management will be struck to decide on appropriate equivalency.
- (d) The Union shall be advised of the names and initial placement of all employees upon confirmation of employment.
- (e) Faculty will be advised in writing of their initial placement on the salary scale. If there is disagreement with the application of the placement criteria, written notification should be forwarded to Human Resources within sixty (60) days for the matter to be reviewed. Changes resulting from a review will be rectified by adjusting the initial placement on the salary scale and shall be retroactive to the date of appointment.

In the event of an error in the initial placement on the salary scale, discovered and documented within a period of one (1) year of the initial placement, by either the College or the faculty involved, adjustment of the placement shall occur, retroactive to the date of appointment.

14.2.5 MAXIMUM INITIAL PLACEMENT - NEW EMPLOYEES

- (a) The maximum initial placement for new employees shall be Step Five (5) on the salary scale.
- (b) In the event that recruitment difficulties are encountered and the hiring of a particular individual is considered to be important to a program, but the salary established by initial placement is unacceptable, additional steps may be applied at the recommendation of the Selection Committee and with prior discussion with the Union and approval of the College President.

14.2.6 SESSIONAL AND CASUAL EMPLOYEES

The salary scale and placement procedures shall apply to sessional and casual employees, to a maximum of Step Eight (8).

14.2.7 SERVICE INCREMENTS

- (a) All Regular employees shall advance one step on the salary scale after completion of each year of service.
- (b) In the event that an employee is on leave without pay the increment will be delayed for the period of absence. Increments will not be delayed when the purpose of the leave is related to the employee's normal duties, responsibilities or professional development and shall be considered approved at the time the leave is granted.
- (c) In the case of absence due to illness, no change in increment date shall be made except when the absence is for more than one hundred and twenty (120) working days.
- (d) Leaves of absence with pay shall not result in a delay of annual increments.

14.2.8 ADDITIONAL ADVANCEMENTS ON THE SCALE

- (a) Employees may apply to advance one (1) step on the salary scale per annum following completion of professional activities such as the following:
 - (i) one (1) increment for completing a Masters degree directly relating to the discipline being taught;
 - (ii) two (2) increments for completing a Doctoral degree directly relating to the discipline being taught, or one (1) increment for a Doctoral degree when a Masters degree is already held;
 - (iii) one (1) increment for completion of an approved professional program equivalent to 1 or 2;
 - (iv) one (1) increment for accreditation as a technician or technologist such ASTTBC or equivalent;
 - (v) one (1) increment for completing the Instructor's Diploma or Teacher's Certificate.

- (b) Application for an additional step in recognition of the completion of professional activities not covered in Article 14.2.8(a) may be made to a sub-committee of the Labour management Committee to be established for this purpose. A copy of the request shall be forwarded to the appropriate Dean or designate.
- (c) The increment(s) shall be granted effective the first day of the month following submission of documentation as evidence of completion of the professional activities.

14.3 PAYMENT OF SALARY

14.3.1 Regular employees shall be paid an annual salary as determined by Appendix D. The salary shall be paid in biweekly instalments equal to one twenty sixth (1/26) of the annual salary.

Sessional and casual employees shall be paid a biweekly amount pro-rated to the actual time worked.

14.3.2 Where the salary increases during the year, the salary for the period remaining in the academic year shall be paid in equal instalments of the revised annual entitlement.

14.3.3 Employees who commence or terminate employment during the academic year shall have their total remuneration pro-rated on the basis of their completed workload.

14.3.4 The Employer will deposit the employee's pay cheques in an account at a financial institution designated by the employee.

14.4 PAYMENT FOR PREPARATION OF COURSES NOT TAUGHT

If sessional employees have prepared a course which they have been assigned but have not taught within the previous two (2) years, and for which they have not been provided paid development time, they shall be paid fifteen percent (15%) of the intended course contract should the College cancel the course.

15. PROTECTION OF EMPLOYEES

15.1 EMPLOYEE ASSISTANCE PROGRAM

The college agrees to maintain an Employee Assistance Program.

15.2 NO DISCRIMINATION

The parties agree that the provisions of the Human Rights Act of British Columbia related to employment shall apply as though included in, and forming part of, this Agreement.

Further, the parties agree there shall be no discrimination. Without limiting the generality of the foregoing, personal lifestyle, sexual orientation, physical disability unrelated to job performance, previous and current psychiatric treatment unrelated to job performance, and number of dependents shall not constitute cause for discrimination.

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

15.3 SEXUAL AND PERSONAL HARASSMENT

All faculty have the right to work in an environment free from sexual and personal harassment.

15.3.1 SEXUAL HARASSMENT

Notwithstanding the definition(s) of harassment that may appear from time to time in the College's Human Rights Policy, for the purposes of this Article, sexual harassment includes:

- (a) Unwanted sexual attention made by a person who knows or ought reasonably to know that such attention is unwanted, or
- (b) unwanted physical contact such as touching, patting, pinching or punching, or
- (c) implied or expressed promise of reward for complying with a sexually oriented request, or
- (d) implied or expressed threat of reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request, or
- (e) sexually oriented literature or pornographic material when presented outside the norms of academic discourse and investigation, or
- (f) sexually oriented remarks or behaviour, which may reasonably be perceived to create a negative environment for work and study.

15.3.2 ACADEMIC FREEDOM RELATED TO SEXUAL HARASSMENT

Neither the College Policy nor any definition of sexual harassment defined in Article 15.3.1 limits a faculty member's right to present sexually explicit material, sexually oriented literature or pornographic material within an appropriate academic context subject to the norms of academic discourse and investigation.

15.3.3 PERSONAL HARASSMENT

Notwithstanding the definition(s) of personal harassment that may appear from time to time in College policies and procedures for dealing with personal harassment, personal harassment includes:

- (a) physical threat, intimidation, or assault, or unwelcome physical contact such as touching, patting, pinching or punching, or
- (b) unwelcome behaviour or comment that is directed at, or offensive to, any employee that demeans, belittles, causes personal humiliation or embarrassment to that faculty member or any other employees, or
- (c) implied or expressed promise of reward, or threat of reprisal, or the denial of the opportunity for refusal to comply with a request that is unrelated to a faculty member's assigned duties, or
- (d) the improper use of power or authority to endanger a faculty member's job, threaten the economic livelihood of the faculty member, or in any way interfere with or influence the career of such a faculty member. This includes misuse of power such as intimidation, threats, blackmail or coercion.

Comments or actions that serve a legitimate, work-related purpose shall not be deemed to constitute personal harassment.

15.3.4 PROCESSING OF HARASSMENT COMPLAINTS

- (a) Employees may process harassment complaints either through the Grievance Procedure (Article 5) or the appropriate College policy. However, when the Grievance Procedure is invoked, use of the College's Human Rights Policy is precluded.
- (b) Nothing in this Article shall preclude an employee from filing a harassment complaint under the Human Rights Act.

- (c) An employee who chooses to file a complaint in accordance with the College's Human Rights Policy, and does not achieve a satisfactory resolution, may file a grievance and normal time limits shall be waived. The employee may commence the grievance at Step 2 in the Grievance Procedure if they wish.
- (d) All participants in the course of investigating a complaint of harassment shall have due regard to the privacy and confidentiality of any and all persons involved in the complaint.

15.3.5 HARASSMENT COMPLAINTS FILED THROUGH THE GRIEVANCE PROCEDURE

Complaints processed through the grievance procedure shall be subject to the following:

- (a) In the event the person who is the subject of the complaint is the management representative at any step of the grievance procedure, or if the employee has reason for going to an administrator other than the immediate supervisor, the Union, in consultation with the Employer, will identify another appropriate management representative.
- (b) An arbitrator, in the determination of a complaint of harassment, shall take reasonable steps to protect the interest of all parties in privacy and confidentiality in the determination of procedural and evidentiary matters, subject to the requirement of fairness to all parties.
- (c) Where the complainant and the person who is the subject of the complaint are both members of the Union, then the arbitrator seized with a grievance of harassment shall also have jurisdiction in respect of any grievance arising from related discipline of the employee who is the subject of the complaint.
- (d) Information relating to the grievor or alleged harasser's personal background or lifestyle shall not be admissible during the grievance or arbitration process and shall not be used as the basis for a judgment or decision.
- (e) Time limits shall be waived for grievances filed under this Article.

15.3.6 UNION REPRESENTATION FOR FACULTY

- (a) Faculty against whom a complaint has been filed shall have the right to know what allegations have been made against them, and shall have the right to Union representation at all meetings, interviews and hearings where the member's presence is requested.

- (b) A faculty member who is a complainant has the right to Union representation at all meetings, interviews and hearings where the complainant's presence is requested.

15.4 TECHNOLOGICAL CHANGE

15.4.1 DEFINITION OF TECHNOLOGICAL CHANGE

For the purposes of this Agreement the term "technological change" shall be understood to mean changes in the manner in which the Employer carries out educational operations, delivery and services where such change or changes significantly affect the terms and conditions or security of employment of members of the Union or alter significantly the basis on which this Agreement was negotiated.

15.4.2 Such changes as anticipated above shall include, but not be limited to:

- (a) The introduction, because of technological change or development, of equipment, material or processes different in nature, type or quantity from that previously utilized.
- (b) A change related to the introduction of this equipment, material or process, in the manner in which the Employer carries out its educational objectives and operations.
- (c) A change in work methods, organization, operations, or processes which would result in the layoff or reduction in workload of one or more employees.
- (d) A structural change in the mode of instructional delivery.

15.4.3 When the Employer intends to introduce a technological change:

- (a) The Employer agrees to notify the Union as far as possible in advance of its intentions and to update the information provided as new developments arise and modifications are made.
- (b) The foregoing notwithstanding, the Employer shall provide the Union, at least one hundred and twenty (120) calendar days before the introduction of a technological change is intended, with a detailed description of the change it intends to carry out disclosing the anticipated impact on employees.

15.4.4 This notice mentioned above shall be given in writing and shall contain pertinent data, including:

- (a) the nature of the change;

- (b) the date on which the Employer proposes to effect the change;
- (c) the approximate number, type and location of employees likely to be affected by the change;
- (d) the effects the change may be expected to have on the employees' working conditions and terms of employment.

15.4.5 NOTICE TO AFFECTED EMPLOYEES

The notice mentioned in Article 15.4.3 and the information specified in Article 15.4.4 shall also be given to the faculty who will be affected by the technological change.

15.4.6 CONSULTATION

Where the College has notified the Union of the intention to introduce technological change(s), the College and the Union will undertake to meet within thirty (30) calendar days of giving notice, to hold constructive and meaningful consultation in an effort to minimize any adverse effects of technological change on employees.

15.4.7 OPTIONS IN THE EVENT OF ELIMINATION OF A POSITION THROUGH TECHNOLOGICAL CHANGE

- (a) In the event that the College implements technological change as defined in Article 15.4.1 and Article 15.4.2, following the one hundred and twenty (120) calendar day notice period, the College will:
 - (i) offer the employee an existing, equivalent, vacant position provided the employee is qualified in accordance with the selection criteria for the position, or
 - (ii) the employee shall be given the option of selecting either:
 1. severance, as defined in Article 6.7 of this Agreement, or
 2. layoff and having their name placed upon the recall list, and then being subject to the full recall and displacement rights as defined in Article 6.6.5 of this Agreement.
- (b) During the period of employment between notice of reduction on account of technological change and reduction taking effect, employees shall retain their level of earnings regardless of any transfer or reduction of duties performed by the employee.

15.5 COPYRIGHT

15.5.1 When an employee is assigned by the Employer to develop instructional materials, copyright law provides that the ownership of copyright of these materials rests with the Employer. Recognizing that the potential for

royalties is strong motivation to authors and creators of innovative instructional materials, the College shall not unreasonably withhold a request for copyright to be released to the author(s). The College shall retain the right in perpetuity and without penalty to use the materials in any way it sees fit, providing authorship is acknowledged.

15.5.2 For the purposes of this Agreement, copyright material shall include but not be limited to written material, artistic material, software, video or audio tapes, training aids, audiovisual materials or test equipment.

15.5.3 Notwithstanding the provision outlined in Article 15.5.1 for the transfer of copyright, the College may under special circumstances require that a percentage of royalties paid to, for, or on behalf of the author be paid to the Employer to defray a portion of the costs of the development or production of materials. The amount to be recovered, to a maximum of ten percent (10%) of royalties received, will be a matter for negotiation between the College and the author at the time that copyright is ceded.

If the event the College considers that the nature of the materials being developed reasonably justifies an expectation of more than ten percent (10%) of any royalties earned by the author(s), then at the time the assignment is made, the College shall negotiate with the author(s) the maximum percentage of royalties payable, and these shall not exceed the original development costs.

15.5.4 In the event creation of the materials has not been assigned by the Employer and no College space or equipment has been used, both ownership and copyright shall rest with the employee.

15.6 PATENTS

15.6.1 The development of patentable inventions or discoveries is not the primary purpose of the research activities of the faculty. However, it is recognized that certain patentable inventions and discoveries may result from such work. To provide incentive for the development and utilization of discoveries arising out of research performed for the Employer, with the assurance that such inventions will not be used in a manner contrary to public interest, it is agreed that:

- (a) The employee shall share with the Employer a proportion of the royalties derived from such patents, up to a maximum of ten percent (10%), when the activities that led to a patentable invention are part of the work for which the Employer has paid the employee, or the activities involved the use of any College space or equipment.

- (b) In the event the patent has derived from activities outside the work performed for the Employer, and no College space or equipment has been used, both ownership and copyright shall rest with the employee.

15.7 EXEMPT AND SAVE HARMLESS

The Employer agrees to:

- 15.7.1 exempt and save harmless each employee from any liability action arising from the proper performance of their duties for the Employer; and
- 15.7.2 assume all costs, legal fees and other expenses arising from such action; and
- 15.7.3 provide advance notice to those employees who may be affected by an investigation, inquiry or complaint under this Article as soon as the College becomes aware; and
- 15.7.4 Provide full disclosure to potentially affected employees and former employees of all matters concerning a liability action under this Article, subject to the legislation pertaining to the Freedom of Information and Protection of Privacy Act.

15.8 HEALTH AND SAFETY

PREAMBLE

A healthy and safe work environment is beneficial to all, and only possible with the commitment and cooperation of the College, the Union and the employees.

Accordingly, the parties agree that any applicable Federal or Provincial legislation or regulations dealing with occupational health and safety shall be fully complied with and that the resources will be made available to achieve such compliance.

15.8.1 COLLEGE OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

The Employer and the Union agree to establish and maintain a College-wide Occupational Health and Safety Committee, composed of equal representation from the Employer, the Union and the Canadian Union of Public Employees, Local 3479. The Committee will meet as required to consider any matters pertaining to occupational health and safety, and especially to make recommendations on unsafe or dangerous conditions with the aim of preventing or reducing risk of occupational injury or illness.

A copy of the minutes of the Occupational Health and Safety Committee shall be sent to the Employer, the Union, Canadian Union of Public Employees, Local 3479 and to WorkSafe BC via the Ministry.

15.8.2 LOCAL SAFETY COMMITTEES

- (a) There shall be a Safety Committee in each College Region composed of equal representation from the Employer and both Unions, plus representation from the Student Association.
- (b) The Safety Committee shall normally hold monthly meetings to consider all local issues related to safety in the workplace, and shall attempt local remediation of problems where possible, as well as bringing wider or more serious concerns to the attention of the College Occupational Health and Safety Committee.

15.8.3 INDUSTRIAL FIRST AID REQUIREMENTS

- (a) The Employer and the Union agree that the first aid regulations made pursuant to the Workers' Compensation Act shall be fully complied with.
- (b) Where the Employer requires an employee to obtain or renew a Survival or Industrial First Aid Certificate, all costs shall be borne by the Employer.

15.8.4 OCCUPATIONAL FIRST AID CERTIFICATE PREMIUM

A monthly premium shall be paid to employees who are required by the College to hold an Occupational First Aid Certificate. The premiums shall be as follows:

Certificate Grade Required	Monthly Premium
3	\$55.00
2	\$45.00
1	\$35.00

15.8.5 WORKPLACE VIOLENCE

The Employer and the Union agree to abide by all regulations concerning the prevention of violence in the workplace.

No employee shall be disciplined for refusing to work where the employee perceives that they are at risk of injury due to violence. Violence means the attempted or actual exercise by a person of any physical force so as to cause injury to a worker, and includes any threatening statement or behaviour which gives the worker reasonable cause to believe they are at risk of injury. Such incidents shall be reported immediately by the employee to the appropriate administrator.

15.9 ACADEMIC FREEDOM

Academic freedom includes the freedom to express views, to encourage and engage in discussion and to criticize ideas. Academic freedom carries with it the duty to use the freedom in a manner consistent with the scholarly obligation to base research and teaching on an honest search for knowledge.

Academic freedom cannot be used as a defence to promote hatred of any individual or group of persons, or to defend against such unlawful activity as personal and sexual harassment.

The Employer shall not infringe or abridge academic freedom of employees in teaching, carrying out research and publishing the results thereof. Materials used shall conform to acceptable societal norms.

15.10 TRANSFER EXPENSES

15.10.1 Employees shall be considered as transferring when the College relocates them from one College centre or campus to another College centre or campus located more than sixty (60) kilometres distant. In the application of this Article, Campbell River and the Comox Valley shall be considered as one geographic region. The College shall reimburse an employee so transferred for actual expenses of moving household goods and possessions.

15.10.2 If the transfer is at the request of the employee or as the result of a displacement, no transfer allowances will be paid by the Employer.

15.11 CONFLICT OF INTEREST

15.11.1 Conflicts of interest include situations where an employee's personal and private affairs or financial interests conflict with the employee's duties or responsibilities or obligations.

15.11.2 Employees shall be free to undertake other forms of employment provided these do not compromise, conflict with or impair their duties, responsibilities or obligations to the College. Full-time employees shall disclose to the College the nature of any non-College employment in which they are engaged.

15.11.3 Where an employee considers that a conflict of interest exists, the employee shall notify the Employer in writing.

- 15.11.4 In potential conflict of interest situations, the administrator responsible shall review the situation and, in consultation with the employee, shall attempt to determine whether or not a conflict of interest actually exists. Conflict of interest situations shall be mutually resolved with the employee whenever possible and the employee may request the presence of a Union representative at such discussions. In the event that the manner cannot be resolved in this way, the issue will be referred to the appropriate Dean who will make a determination and prescribe a course of action.

15.12 JOB SHARING

The Employer and the Union agree that some employees may find job sharing desirable; however, the Employer and the Union are committed to maintaining full-time positions where such positions exist. Accordingly, proposals regarding the sharing of work will only be considered when one regular, full-time position is shared equally between two employees, resulting in two 50% positions.

- 15.12.1 The affected employee shall indicate in writing the reason for the request including the hours and days of the week the employee wishes to share, and with whom the employee contemplates the job sharing arrangement. The request must be submitted at least three (3) months prior to the anticipated start of a normal work term.
- 15.12.2 The employee with whom it is contemplated the position shall be shared must be qualified to perform the duties and responsibilities of the position. In the event there is more than one qualified employee who wishes to engage in job sharing, seniority shall be the deciding factor.
- 15.12.3 Where the request is approved, the President shall provide each employee with a letter covering the terms and conditions of the Job Sharing arrangement.
- 15.12.4 Under normal circumstances, the regular daily and weekly hours of the position shall remain unchanged as a result of the Job Sharing arrangement unless otherwise varied by the terms and conditions outlined in the letter provided.
- 15.12.5 The Job Sharing arrangement shall be for an initial period of one (1) year, with an option of a one-time extension of one (1) additional year.
- 15.12.6 When one party requests termination of the job-sharing arrangement, then the job sharing arrangement shall be abandoned and the position revert to its original status.
- 15.12.7 The salary for the position shall be based on the instructional assignments worked by each employee and shall be paid accordingly.

- 15.12.8 Vacation and paid sick leave entitlements shall be pro-rated to the work assignments of each employee.
- 15.12.9 Employees in a job sharing arrangement will receive the health and welfare benefits appropriate to their workload assignments, as described in Article 12.

15.13 PROVINCIAL ARTICULATION

The Employer will cover expenses for one Employee in each discipline, where provincially approved articulation meetings are held, to attend one (1) meeting per year.

15.14 EMPLOYER INITIATED UPGRADING

- 15.14.1 In the event that the College requires an employee, as a condition of continued employment, to upgrade qualifications in order to meet changing program needs, and the training involved does not result in a substantial change in the employee's instructional assignment, the College shall normally pay one hundred percent (100%) of the direct costs associated with the training. Training time for this purpose may be deducted from the annual professional development allocation of twenty-two (22) days, up to a maximum of fifty percent (50%) of the annual allocation.
- 15.14.2 Employees who are required by the College to obtain the Provincial Faculty member's Diploma as a condition of continued employment shall have one hundred percent (100%) of direct costs reimbursed by the Employer. Training time for this purpose may be deducted from the annual professional development allocation of twenty-two (22) days.

Faculty seeking this credential for purposes of their own professional development should apply to the Professional Development Fund as outlined in Article 11 of this Agreement.

15.15 MOVEMENT OF FACULTY BETWEEN FACULTY AND ADMINISTRATIVE POSITIONS

- (a) In the event that regular faculty members of the Union apply for positions within Administration that have an instructional focus, the regular faculty members shall have priority over external applicants, provided they meet the criteria of the job description of the position, including qualifications and experience.
- (b) At its sole discretion, the Employer may consider a regular faculty member for a position in Administration that has an instructional focus even if the Employer has determined that the regular faculty member does not meet the criteria of the job description, including qualifications and experience. In such circumstance, the regular faculty member will be notified that they do not meet the criteria and they shall not have priority consideration over external applicants for the position.

For the purposes of Article 15.15 (a) and (b) Instructional focus is defined as Dean and Associate Dean (if position is created).

- (c) Faculty shall cease to be a member of the Union during the period of time the administrative position is held.
- (d) During the period of probation of the administrative position, faculty will be permitted to return to the faculty position formerly held and will re-establish the seniority possessed at the time of leaving the Union. This may only occur at the conclusion of the sessional contract of the replacement faculty and after three (3) months notice in writing has been given.

16. GENERAL

16.1 DUTY TO PROVIDE COLLECTIVE AGREEMENTS

The Employer shall, within sixty (60) days of the execution of the Collective Agreement, provide each member of the Union with electronic access to the updated Collective Agreement, and shall provide the Union with the number of twenty (20) printed copies. The cost of producing the Collective Agreement shall be shared equally between the parties. The Employer shall provide employees with electronic access to the current Collective Agreement when they are hired.

16.2 WAIVER OF COURSE REGISTRATION FEES

Upon receiving a written request from a faculty member or a member of their immediate family to enrol in a credit course, the Employee shall arrange for a fee waiver subject to the following conditions:

- (a) No fee-paying students shall be displaced from a course on account of this arrangement.
- (b) The total value of courses per family in any academic year shall not exceed twelve (12) credits.

16.3 COMPUTER PURCHASE PLAN

16.3.1 The Employer will assist Regular employees through the College Computer Purchase Policy in the purchase of computers, software and peripheral equipment. The computer purchase shall be limited to four thousand dollars (\$4000.00) per employee per application. The Employer shall be reimbursed through a payroll deduction plan. The Employee shall pay at the time of purchase, ten percent (10%) of supplier price plus one hundred percent (100%) of PST, GST and delivery charges, and the remaining

ninety percent (90%) shall be repaid in equal instalments over fifty-two pay periods.

- 16.3.2 All computer purchases shall be pre-approved by the Employer.
- 16.3.3 Priority shall be given to first time purchasers under this plan, the total sum of which shall not exceed one hundred thousand dollars (\$100,000) for all College employees at any time.
- 16.3.4 Should employment with the College terminate before a loan has been fully repaid, the unpaid balance will be deducted from any monies owing at that time. If the loan is still not fully repaid, the balance owing shall be repaid within one (1) month following the employee's departure date.

16.4 WORKING CONDITIONS

16.4.1 PARKING

The Employer shall provide staff parking near the place of employment.

16.4.2 OFFICE SPACE

The Employer shall make every reasonable effort to provide employees teaching half time or more with adequate office facilities, furnishings, equipment and necessary supplies on the campus where the majority of their courses are taught.

16.4.3 EMPLOYEE LOUNGES

The Employer shall make every reasonable effort to provide employee lounges in all major centres or campuses.

16.4.4 BULLETIN BOARDS

The Employer shall provide at all College centres and campuses bulletin board space designated for the exclusive use of the Union. The locations will be determined by mutual agreement.

16.5 COMMUNITY EDUCATION

A community education course is defined as any course offered by the College at its sole option, without the need for approval by the B.C. Ministry. Such courses are offered on a cost recovery basis, with separate pay scales for instruction. Such work is not covered by this Collective Agreement. At the request of the Union, the Employer and Union shall meet to determine whether specific courses rightfully belong to community education.

Faculty may teach community education courses, provided this does not conflict with a normal teaching assignment. Faculty will not be assigned community education courses as part of a teaching assignment except by mutual agreement, and shall retain the normal salaries and benefits set out in this Agreement.

16.6 TRAVEL EXPENSES

- 16.6.1 The Employer will provide transportation using the most cost-effective method for faculty required to travel on Employer business. Employer business will not normally include travel to and from teaching assignments at the faculty member's assigned campus/center.
- 16.6.2 If the Employer requests a faculty member to accept a teaching assignment in a location other than their assigned campus/center, or when they are required to travel away from their assigned campus/center on approved Employer business, transportation will be provided using the most cost-effective method.
- 16.6.3 Employees who have no other option than to use their own vehicles for approved travel shall be compensated at the rate stipulated in Appendix C.
- 16.6.4 Employees are entitled to claim reimbursement for single accommodation when required to remain overnight on College business. When possible, employees will use hotels with which the College has arranged special rates.
- 16.6.5 Reimbursement for meals shall be in accordance with Appendix C.
- 16.6.6 **CHILD CARE EXPENSES**

In the event that a spouse, partner or other family member is not available to provide safe child care, additional child care expenses incurred on account of overnight travel shall be reimbursed to a maximum of twenty-five dollars (\$25.00) per night, to a maximum, cumulative annual cost to the College of two thousand dollars (\$2000).

Signed this 7th day of January, 2021

POST SECONDARY EMPLOYERS' ASSOCIATION



Michael Marchbank, PSEA Chair

Signed on behalf of

NORTH ISLAND COLLEGE
FACULTY ASSOCIATION



Janis Almond
Chief Bargainer
North Island College
Faculty Association

Signed on behalf of

NORTH ISLAND COLLEGE



Ken Crewe,
Director, Human Resources
North Island College



Shirley Ackland
President
North Island College
Faculty Association



John Bowman,
President
North Island College

Appendix A: Department Chair Job Description

TITLE: DEPARTMENT CHAIR

REPORTS TO: Dean or Associate Dean

DATE: November 11, 1992

1. Department Chairs in instructional areas perform regular teaching functions, and would normally have release time for administrative duties within the range of 20% to 60%. The amount of release time necessary will be determined by the Dean in consultation with the Department.
2. Department Chairs shall act independently in routine administrative matters pertaining to their program area.
3. Department Chairs assist in the identification and development of external contracts.
4. Department Chairs may, from time to time, supervise CUPE members.
5. Department Chairs may be required to facilitate across disciplines.
6. Department chairs are involved in establishing policies for the program areas.
7. Department Chairs provide work leadership to fulfill the day to day functions of the programs.
8. Department Chairs shall be elected by their peers.
9. The role of Department Chairs in the evaluation process will be negotiated by the parties under the Collective Agreement.
10. Department Chairs are responsible for ensuring departmental participation in the selection process.
11. Department Chairs do not have a role in the formal grievance procedure.
12. Department Chairs will recommend to the Dean on matters relating to vacations and short term leaves of absence within their department.
13. Department Chairs have the authority and responsibility for monitoring approved expense plans for their department.
14. Department Chairs shall advise students and the public with regards to the nature and scope of their program area.
15. Department Chairs shall participate in the recruitment of students.
16. Department Chairs shall provide input into program or service evaluation.

Appendix B: Displacement Form

SAMPLE

NOTICE TO HUMAN RESOURCES

INTENTION TO DISPLACE A LESS SENIOR EMPLOYEE

NIC/NICFA Letter of Understanding – Article 6.6.4

Faculty members must complete and return this form to the Division of Human Resources within ten (10) working days of receipt of layoff notice. Should a faculty member fail to submit the completed form, it shall be deemed the faculty member is waiving all rights to displacement.

Note: An employee may only displace in another department, division, or area of work if deemed qualified and there is no position to displace in their current department. An interview will be held to determine qualifications in accordance with Article 6.4.1(a).

NAME: _____

DEPARTMENT: _____

**DECLINE RIGHTS TO
DISPLACE**

This is to confirm that I understand that I have the right to displace an employee with less seniority and I exercise my rights to decline to displace another employee.

Signature

Date

**INTENTION TO
EXERCISE RIGHTS TO
DISPLACE IN CURRENT
DEPARTMENT**

This is to confirm that I will exercise my rights to displace an employee with less seniority within my department.

Position

Signature

Date

**INTENTION TO
EXERCISE RIGHTS TO
DISPLACE IN ANOTHER
DEPARTMENT.**

This is to confirm that I will exercise my rights to displace an employee with less seniority in another department. I have identified the following departments and attach an up-to-date resume for your consideration.

Department (1)

Department (2)

Department (3)

Department (4)

Signature

Date

If you wish to discuss your displacement options with your Union representative and a representative of Human Resources, please contact your union representative, or Human Resources. **Copy: President, NICFA**

Appendix C: Travel Expenses

Refer to the North Island College [Policy 6.02 for Travel Expenses](#), available from the North Island College website.

Travel Expense Form found on the NIC Intranet at:

http://www1.nic.bc.ca/fin_fac/finance/forms/docs/travel.xls

Stipend

A stipend of Twenty dollars (\$20.00) per day shall be paid to a faculty member who is away from home on expenses and delivering instruction in contract service or cost recovery. The stipend will be paid for each day where there is a hotel receipt.

Appendix D: Provincial Salary Scale

STEP	1-Apr-19 ¹ to 31-Mar-20	1-Apr-20 ¹ to 31-Mar-21	1-Apr-21 ¹ to 31-Mar-22
1	\$95,134	\$97,037	\$98,978
2	\$89,121	\$90,903	\$92,721
3	\$83,014	\$84,674	\$86,367
4	\$79,620	\$81,212	\$82,836
5	\$76,700	\$78,234	\$79,799
6	\$73,787	\$75,263	\$76,768
7	\$70,868	\$72,285	\$73,731
8	\$67,954	\$69,313	\$70,699
9	\$65,036	\$66,337	\$67,664
10	\$62,119	\$63,361	\$64,628
11	\$59,204	\$60,388	\$61,596

INSTRUCTIONAL ASSISTANT

STEP	1-Apr-19 ¹ to 31-Mar-20	1-Apr-20 ¹ To 31-Mar-21	1-Apr-21 ¹ to 31-Mar-22
1	\$33.05	\$33.71	\$34.38
2	\$31.25	\$31.88	\$32.52
3	\$30.36	\$30.97	\$31.59

¹The first day of the first full pay period after this date. For April 1, 2019, the first day of the first full pay period after this date. The Parties agree that retroactive adjustment from the date of ratification to April 1, 2019 will apply in the case of a tentative settlement on or before June 30, 2020. After that date there will be no retroactive adjustment. For April 1, 2020, the first day of the first full pay period after this date. The Parties agree that retroactive adjustment from the date of ratification to April 1, 2020 will apply in the case of tentative settlement on or before June 30, 2020. After that date there will be no retroactive adjustment.

**Letter of Understanding
Between
North Island College
and the
North Island College Faculty Association**

Subject: Common Faculty Professional Development Fund

Pursuant to Letter of Understanding #6 of the Common Agreement effective April 1, 2004 to March 31, 2007, the parties agree to the following:

The Common Faculty Professional Development fund process includes a committee of at least one (1) representative to a maximum of two (2) representatives elected by the Union (NICFA), and one (1) representative to a maximum of two (2) representatives appointed by North Island College.

The Committee will adjudicate applications and make recommendations for approval to the College's applicable senior administrator.

The Committee will operate on the basis of mutually agreed process and criteria established in Guidelines, which the parties will review annually, and amend as necessary.

Date: _____

Signed on behalf of:

Signed on behalf of:

North Island College Faculty Association

North Island College

Paul Whyte
Chief Bargainer
NICFA

Jennifer Holden
Director, Human Resources
North Island College

Bill McConnell
President
NICFA

Martin Petter
Vice-President, Education
North Island College

GUIDELINES

The Common Faculty Professional Development Fund is to support various types of professional development activities. Such professional development is for the maintenance and development of faculty's professional competence and effectiveness.

This fund is to be used for proposals in amounts greater than \$500 to a maximum of \$5000.

Proposals will be considered which assist faculty to remain current and active in their discipline and program and may include:

- Proposals with a scholarly activity focus
- Events or activities that realize or further the College's Education Plan
- Tuition for additional educational qualifications
- Speaking/presenting at conferences or events [including travel, registration, meals, and accommodation].
- Attending at a conference or event that supports a specific proposal.
- Events identified by a Dean, Director, or Vice-President as supporting the purpose of the Fund on a departmental, division-wide or program specific or College-wide basis.
- Proposals dependent on substitution for faculty not able to engage in regular professional development without such assistance. Such proposals will be limited to one-quarter of the funds available in any year.
- Other activities or events as may be approved by the Vice-President, Education.

The Fund is not to be used for the purchase of books, computers, software or activities not related to Professional Development, nor for fees to maintain professional association memberships (licenses, certification), or for other purchases considered to be a taxable benefit.

Eligibility

All Regular employees who have successfully completed their probation. Activities must occur while in the employ of the College.

Application Requirements

All requests must be approved prior to the professional development event/activity.

Eligible faculty should ensure that all leave requests, as applicable, are completed, and approved by the appropriate Dean prior to application.

Applications should be submitted at least thirty-(30) days in advance of the professional development event/activity to allow time to process the application.

Accessing the Fund

- Complete the application for Common Faculty Professional Development Funds
- Submit the application to the appropriate Dean and the Department Chair for information only.
- Submit completed application to the NIC/NICFA Common PD Fund Committee.

If a group of faculty wishes to access the fund, the group shall submit one form for the entire group with all of their signatures.

Funds can be requested for activities that span more than one fiscal year.

Funds can be requested for activities that require funding over multiple years.

Funds can be requested for future professional development activities that require advanced payment.

Committee Membership

There will be a maximum of two (2) administrators appointed by the College and two (2) faculty elected by NICFA. This Committee will make recommendations to the Vice-President, Education who is singularly responsible for the final approval of all applications.

Professional Development Report/Presentation

After the professional development, event/activity is completed, the employee must submit to their Dean, a written report describing the activity by the employee to their department/division. In lieu of a written report, the Dean may accept, as an equivalent, a presentation of the professional development activity by the employee to the department and/or division. A copy of the presentation will be filed with the Dean.

Letter of Understanding
Between
North Island College
and the
North Island College Faculty Association

Re: Joint Committee – Department Chair Job Description

The parties will form a joint union-management committee to review, continue, and complete the work done by the previous joint committee on the Revised Department Chair Job Description.

The joint committee will be comprised of up to three (3) representatives appointed by the Employer and three (3) representatives appointed by the Union.

The Committee will report back to the Labour Management Committee on the discussion and progress at their meeting in December 2020.

Any recommendations to be adopted by the parties are subject to ratification by the parties' principals.

This letter of understanding will terminate on March 31, 2022 and will only be renewed with agreement of both the Union and the Employer.

Signed on behalf of:

North Island College Faculty Association

Signed on behalf of:

North Island College

Janis Almond

Tony Bellavia

Weldon Cowan

Ken Crewe

Letter of Understanding
Between
North Island College
and the
North Island College Faculty Association

Re: Joint Committee on Evaluation

The parties will continue a joint union-management committee to research and discuss the Evaluation Process.

The joint committee shall comprise not more than four representatives appointed by management and not more than four representatives appointed by NICFA.

The joint committee shall complete their duties by December 31, 2021.

The discussion will be limited to the following:

- (a) Review of evaluation processes and forms at NIC to facilitate a more efficient and effective evaluation process.
- (b) Review of examples of evaluation processes and models at other BC Post-Secondary institutions to assist in determining best practice.

The Joint Committee will make recommendations to their principals regarding the issues above. Any recommendations to be adopted by the parties are subject to ratification by the parties' principals.

This Letter of Understanding will terminate on March 31, 2022 and will only be renewed with agreement of both the Union and the Employer.

Signed on behalf of:

North Island College Faculty Association

Signed on behalf of:

North Island College

Janis Almond

Tony Bellavia

Weldon Cowan

Ken Crewe

Letter of Understanding
Between
North Island College
and the
North Island College Faculty Association

Re: Joint Committee to Explore a Department Chair Position in the Faculty of Trades and Technical Programs

The College agrees to create a joint union-management committee to research and discuss whether a Department Chair position is appropriate for the Faculty of Trades and Technical Programs.

The joint committee shall comprise not more than three representatives appointed by management and not more than three representatives appointed by NICFA.

The joint committee shall complete their duties by December 31, 2021.

The discussion will be limited to the following:

- (a) Review of the historical organization of the Faculty Trades and Technical Programs and the motivation for each modification.
- (b) Discussion of the best practices to meet the current leadership needs of the Faculty Trades and Technical Programs Faculty and the College.

The joint committee will make recommendations to their principals.

Any recommendations to be adopted by the parties are subject to ratification by the parties' principals.

This Letter of Understanding will terminate on March 31, 2022.

Signed on behalf of:

North Island College Faculty Association

Signed on behalf of:

North Island College

Janis Almond

Tony Bellavia

Weldon Cowan

Ken Crewe

Letter of Understanding
Between
North Island College
and the
North Island College Faculty Association

Re: The Sessional Faculty Recruitment and Retention Fund

The College agrees to create a fund that supports the recruitment and retention of sessional faculty.

The Service Improvement Allocation presents an opportunity to address recruitment and retention challenges through the creation of the Sessional Faculty Recruitment and Retention fund.

The amount allocated by North Island College to this fund each year will be in accordance with the following schedule:

Year 1: \$ 40,281.00

Year 2: \$ 81,468.00

Year 3: \$ 123,580.00*

* Year 3 represents the amount of ongoing funding for this initiative.

Ongoing amount: \$123,580.00

For Years 1 and 2, funds not expended at the end of one year will be carried over to Year 3. For Year 3 and beyond, funds not expended at the end of the year will be carried over for one year.

Subject to the provisions of this LOU, a committee comprised of three (3) representatives appointed by the Employer and three (3) representatives appointed by the Union will administer the Sessional Faculty Recruitment and Retention Fund.

The Sessional Faculty Recruitment and Retention Fund shall be used to address secondary scales for sessional employees limited by either caps or bars. Specifically, the Fund will be directed at salary scale placement (Article 14.2.6) or service increments (Article 14.2.7) for Sessional employees to a maximum of the Year 3 ongoing amount of \$123,580. Funds shall not be used to fund any decisions made under Article 14.2.5.

If it is not possible to spend the full ongoing amount on the salary scale placement or service increments for sessional employees, the residual amount from the fund will go to the In-Service Faculty Development Fund.

The committee will make recommendations to their principals regarding the expenditure of the fund. Any recommendations to be adopted by the parties are subject to the approval of the parties' principals. Such recommendations will not result in pay for sessional faculty that exceeds the parameters for base pay as defined in the Letter of Understanding 4 – Working Committee on Secondary Pay Scales agreed between the Parties in the 2019 FTT Template Table negotiations and shall be consistent with the principles contained therein.

The committee shall complete their duties including making recommendations to their principals by March 31, 2021.

This Letter of Understanding will terminate on March 31, 2022 and will only be renewed with agreement of both the Union and the Employer.

Signed on behalf of:

North Island College Faculty Association

Signed on behalf of:

North Island College

Janis Almond

Tony Bellavia

Weldon Cowan

Ken Crewe

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COMMON AGREEMENT

between

**The Employers' Bargaining Committee
on behalf of member institutions
ratifying this Common Agreement**

and

**Federation of Post-Secondary Educators of BC (FPSE)
on behalf of its local unions
ratifying this Common Agreement**

**For the term of
April 1, 2019 to March 31, 2022**

LIST OF THE COMMON PARTIES

Employers' Bargaining Committee on behalf of:

Camosun College, Coast Mountain College, College of New Caledonia, College of the Rockies, North Island College, Okanagan College, and Selkirk College.

Federation of Post-Secondary Educators on behalf of:

Academic Workers' Union (FPSE Local 11), Faculty Association of the College of New Caledonia (FPSE Local 3), Camosun College Faculty Association (FPSE Local 12), College of the Rockies Faculty Association (FPSE Local 6), North Island College Faculty Association (FPSE Local 16), Okanagan College Faculty Association (FPSE Local 9), and Selkirk College Faculty Association (FPSE Local 10).

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DEFINITIONS

1. "Agreement" or "Common Agreement" means this Common Agreement reached between the employers and the unions as defined in "Parties" or "Common Parties" definition.
2. "Collective Agreement" means the combination of provisions of the Common Agreement with local provisions that constitute a collective agreement between an institution and a local union.
3. "Employee" means a person employed within a bargaining unit represented by one of the unions that has ratified a Collective Agreement that includes this Common Agreement.
4. "Employer" means an employer that has ratified a Collective Agreement that includes this Common Agreement.
5. "Institution" means a post-secondary institution that has ratified a Collective Agreement that includes this Common Agreement.
6. "Joint Administration and Dispute Resolution Committee" or "JADRC" means the committee established pursuant to Article 3.2 of this Agreement.
7. "Joint Labour-Management Committee" means a committee formed by local parties with equal representation from a local union and an institution.
8. "Local parties" means the institution and local bargaining unit where both have ratified a Collective Agreement that includes this Common Agreement.
9. "Local provision" means a provision of a Collective Agreement established by negotiations between an individual employer and a local union.
10. "Local union" means a bargaining unit representing employees at an institution that has ratified a Collective Agreement that includes this Common Agreement.
11. "Ministry" means the Ministry of Advanced Education, Skills and Training.
12. "Parties" or "Common Parties" means the following employers and unions that have ratified a Collective Agreement that includes this Common Agreement:
 - Camosun College/Camosun College Faculty Association (FPSE Local 12)
 - Coast Mountain College/Academic Workers' Union (FPSE Local 11)
 - College of New Caledonia/Faculty Association of the College of New Caledonia (FPSE Local 3)
 - College of the Rockies/College of the Rockies Faculty Association (FPSE Local 6)
 - North Island College/North Island College Faculty Association (FPSE Local 16)
 - Okanagan College/Okanagan College Faculty Association (FPSE Local 9)
 - Selkirk College/Selkirk College Faculty Association (FPSE Local 10)
13. "Post-Secondary Employers' Association" or "PSEA" means the employers' association that is established for post-secondary institutions under the *Public Sector Employers' Act* and that is the employer bargaining agent for all institutions.

14. "Ratification" means the acceptance by a local union and by both an institution and the PSEA of the terms of a Collective Agreement that includes this Common Agreement. The local unions and institutions are those listed in 12 above.
15. "Union" means a faculty association or trade union certified as a bargaining agent.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Common Agreement

1.1.1 The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Parties.

1.1.2 In order to promote the efficient and effective operation of the institution through the establishment and continuance of harmonious relations and working conditions established under the collective agreement, and to assist in the development and expansion of the public post-secondary system, the Parties therefore agree to the following terms of contract.

1.2 Future Legislation

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

1.3 Conflict with Policies

Every reasonable effort will be made to harmonize employer policies with the provisions of this Agreement. In the event of a conflict between the contents of this Agreement and any policies made by the employer, the terms of this Agreement will prevail.

1.4 Singular and Plural

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

ARTICLE 2 - HARASSMENT

2.1 Statement of Commitment

The Institutions promote teaching, scholarship and research and the free and critical discussion of ideas.

Unions and employers are committed to providing a working and learning environment that allows for full and free participation of all members of the institutional community. Harassment undermines these objectives and violates the fundamental rights, personal dignity and integrity of individuals or groups of individuals. Harassment is a serious offence that may be cause for disciplinary sanctions including, where appropriate, dismissal or expulsion.

The Institutions have a responsibility under the *BC's Human Rights Code* to prevent harassment and to provide procedures to handle complaints, to resolve problems and to remedy situations where harassment occurs.

The employer will offer educational and training programs designed to prevent harassment and to support the administration of the institutional policies and to ensure that all members of the institutional community are aware of their responsibility with respect to the policy. The Unions and Employers agree that attendance is required and will take place during compensated work time.

2.2 Definitions

2.2.1 Harassment is a form of discrimination that adversely affects the recipient on one or more of the prohibited grounds under the *BC Human Rights Code* [R.S.B.C. 1996 c.210].

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

- (a) is abusive or demeaning;
- (b) would be viewed by a reasonable person experiencing the behaviour or effect of the behaviour, as an interference with their participation in an institutional related activity;
- (c) creates a poisoned environment.

As of this date, the grounds protected against discrimination by *BC's Human Rights Code* [R.S.B.C. 1996 c.210] are race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.

2.2.2 Sexual Harassment is behaviour of a sexual nature by a person who knows or ought reasonably to know that the behaviour is unwanted or unwelcome; and

- (a) which interferes with another person's participation in an institution-related activity; or
- (b) leads to or implies employment, or academically-related consequences for the person harassed; or
- (c) which creates a poisoned environment.

2.3 Procedures

2.3.1 Local Informal Processes

The Parties agree that the local parties where mutually agreeable, may first attempt to use local policies or processes to resolve complaints of harassment and sexual harassment prior to accessing the following procedures in Article 2.3.3 Mediation and 2.3.4 Investigation.

2.3.2 Right to Legal Counsel

The union is the exclusive bargaining agent for the bargaining unit employee and as such has the exclusive right to represent the employee in all matters pertaining to their terms and conditions of employment, including matters that may lead to discipline by the employer. An individual bargaining unit employee has no right to be represented by legal counsel during an Article 2 investigation involving an allegation of harassment.

2.3.3 Mediation

When a complaint is received by the employer involving an individual covered by this collective agreement, whether as a complainant or respondent, the local parties will initiate a mediation procedure at the bargaining unit level. The mediation process is the recommended avenue of resolution.

Consensual mediation will require the agreement of the complainant and the respondent to use the following process:

- (a) the local parties will discuss the nature of the complaint and agree upon who will conduct the mediation;

- (b) the mediation process and resolution will be kept strictly confidential by all participants;
- (c) where a resolution is reached, the complainant and the respondent must agree in writing to the resolution and the matter will then be considered concluded;
- (d) no record of the mediation except the written agreed resolution will be placed on an employee's file. The written resolution will be removed from the employee's file after twelve (12) months unless there has been a subsequent complaint of harassment against the employee within the twelve (12) month period.

2.3.4 Investigation

Where either the complainant or respondent does not agree to mediation, or no resolution is reached during the mediation, the complaint will be referred to an investigator selected from a list of investigators agreed upon by the local parties. The parties will consider, among other things, the ability of the selected investigator to begin their investigation in a timely manner.

An investigator will be appointed within ten (10) working days of referral.

Where the local parties are unable to agree on a list of investigators, JADRC will determine the list. (See Appendix B.)

The referral should, where possible, include a written statement from the complainant and the respondent which succinctly outlines the issue(s) in dispute. The referral should be assembled by the Institution and forwarded to the Investigator with a copy sent to the union(s).

The appointment of an investigator does not preclude an investigator from mediating the dispute where possible up to the time of submission of the Investigator's report to the local parties pursuant to Article 2.3.5(a) below.

Any complaint of harassment will be kept confidential except as is necessary to investigate and resolve the issue. Investigators will stress the confidentiality of the investigation with the person(s) interviewed.

2.3.5 Terms of Reference of the Investigator

- (a) The purpose of the investigator will be to ascertain facts.
- (b) All persons quoted in the investigation will be named by code determined by the Investigator to preserve confidentiality.
- (c) The complete report of the Investigator will be given, in confidence, to the union(s) and the employer. It is the responsibility of the employer to forward a copy of the report to the complainant and the respondent. The employer will state, in a covering letter, that the report is confidential. The report should refer to individuals involved by code only. However, a reference key will be provided to the employer and the union(s) for internal use. This practice should be repeated at any subsequent arbitral proceeding. Upon consultation with the union, the employer may redact information from the forwarded report if the release of that information would violate the personal privacy of the individuals.

- (d) The report will not be introduced as evidence or have standing in any arbitration, or other legal procedure. This does not preclude the parties from reaching an Agreed Statement of Fact based upon facts in the report in preparation for an arbitral proceeding.
- (e) **Reliance on Report of Third Party Investigator**
 Despite 2.3.3 (d), an institution is entitled to rely on the fact of mediation or the report of a third party investigator as evidence that may mitigate liability in a proceeding that follows receipt of the third party investigator's report.

 The employer is entitled to rely on the investigator's report as evidence that it acted in good faith in any disciplinary action that it undertook following receipt of the third party investigator's report where the issue of good faith is raised by a grievor or the union.
- (f) The investigator will not be compellable as a witness in any arbitration or other legal procedure which may result from the investigation.
- (g) The investigator will conclude their work within twenty (20) days of appointment and will render a report within a further ten (10) days. These timelines may be extended if deemed appropriate by the local parties. If a dispute arises with respect to the extension, the matter will be referred to JADRC. If requested by the investigator, the employer will provide meeting space and contact information about persons to be interviewed.
- (h) The investigator may, as part of their report, make recommendations for resolution of the complaint.
- (i) The investigator's report will not be placed on an employee's file.

2.4 Findings

2.4.1 The employer will make a written determination based upon the facts and recommendation, if any, within ten (10) working days of the receipt of the Investigator's report. If necessary, this timeline may be extended by mutual agreement between the local parties.

2.4.2 The determination will:

- (a) state the action(s), if any, to be taken or required by the employer;
- (b) include, where appropriate, a statement of exoneration.

2.5 Rights of the Parties

Should a complainant file a complaint under the provisions of the *Human Rights Code*, it is understood that the *Human Rights Code* complaint will be set aside until such time as the procedures under this Article have been completed.

Where an allegation includes both complaints under the *Human Rights Code* and a personal harassment complaint, the local parties may agree to have the Investigator investigate all of the complaints, in order to relieve against expense and duality of process.

2.5.1 The above noted procedure does not restrict:

- (a) The employer's right to take disciplinary action;
- (b) The union's right to grieve such disciplinary action or to grieve an alleged violation of this Article.

2.5.2 The report of the investigator may be used in the development of an Agreed Statement of Fact for an arbitral proceeding.

2.6 False Complaints, Breaches of Confidentiality and Retaliatory Action

Frivolous, vexatious or malicious complaints of harassment or breaches of the confidentiality provisions of this clause or retaliation in respect of a complaint may result in discipline.

Should retaliation be alleged following the filing of a complaint, an Investigator may deal with that allegation and make a finding.

2.7 Local Discussion

The local parties will meet as necessary to facilitate the administration and other aspects of the application of this Article including issues arising under Article 2.8 below. The local parties may refer any differences over the administration or application of this Article to JADRC for resolution.

2.8 Relation to Other Agreements

Where a complaint under Article 2 involves individuals who are covered by another collective agreement the local parties will meet to clarify and agree upon a procedure.

ARTICLE 3 - EMPLOYER/UNION RELATIONS

3.1 Human Resources Database

The Parties believe that their on-going and collective bargaining relationships are enhanced through useful, timely, and accessible data on relevant human resources matters, including those listed below.

The Parties agree to provide and support the accumulation and dissemination of available data to the PSEA, which will be responsible for the management of the HRDB project including the gathering, analysis, and maintenance of such data. The Parties may undertake joint projects for the comparative analysis of such data.

The Parties agree that a Steering Committee will oversee this program. The Committee will include representatives designated by each Party.

The Parties recommend that the Ministry of Advanced Education, Skills and Training continue to provide funding to assist in the gathering, analysis, and maintenance of such data through the agreed-upon organization.

3.1.1 Relevant Matters include:

- (a) Health and Welfare
 - (i) Benefit Plan Designs
 - (ii) Participation rates

- (iii) Premiums
 - (iv) Cost sharing
 - (v) Commission costs
 - (vi) Carrier contracts
- (b) Collective Bargaining
 - (i) Salary information by classification
 - (ii) FTE, headcount, placement on scale, appointment status
 - (iii) Demographics: age and gender
 - (c) Contract Administration
 - (i) Arbitration, Labour Relations Board, JADRC, Harassment, Jurisdictional and other third-party decisions and costs thereof for the system
 - (ii) Local Letters of Understanding

3.2 Joint Administration and Dispute Resolution Committee

3.2.1 Formation and Composition

The Parties to this agreement will maintain a Joint Administration and Dispute Resolution Committee (JADRC) consisting of three (3) representatives of each party. Where appropriate, additional individuals may be called as resources, by mutual agreement.

3.2.2 Operation

Meetings of JADRC shall be held as needed. A meeting shall be held within twenty (20) days of the written request of either party unless mutually agreed otherwise. A minimum of four (4) representatives with equal representation from the Common Parties will constitute a quorum. JADRC will set its own procedures and protocols. All decisions of JADRC will be mutual decisions between the Parties and will be recorded or confirmed in writing.

3.2.3 Purpose

The purpose of JADRC is to:

- (a) Assist in the administration of the Common Agreement.
- (b) Provide a forum for dialogue between the Parties respecting issues impacting labour relations.
- (c) Provide a means for resolving issues pertaining to the implementation, interpretation and resolution of matters arising from the Common Agreement.
- (d) Appoint arbitrator(s) as applicable for Common Agreement Dispute Resolution.
- (e) Develop strategies to reduce arbitration and related costs.

3.2.4 Common Agreement Dispute Resolution

Where a dispute arises concerning the interpretation, application, operation or alleged violation of this Agreement, the local parties will refer the dispute to JADRC using the Dispute Referral Form at Appendix C to this Agreement. Such referral would occur after the local grievance procedure is exhausted or deemed completed by agreement of the local parties.

JADRC will act as the registrar for referred disputes and will forward the matter to an arbitrator, within thirty (30) calendar days of the receipt of the dispute by JADRC's designated registrar. (See Appendix D for the list of arbitrators.)

Notwithstanding the referral of a dispute to an arbitrator, the local parties may mutually agree to request that JADRC attempt to resolve the matter through a pre-hearing discussion at the JADRC level. Where JADRC reaches a mutual decision on a matter referred, the decision will be final and binding upon the local parties.

Prior to an arbitral hearing, and in the absence of any JADRC decision, the local parties may resolve a dispute which relates to the interpretation, application, operation or alleged violation of this Agreement. The resolution is without prejudice or precedent.

3.2.5 Process and Costs

A matter referred to an arbitrator will be scheduled and heard within sixty (60) calendar days of referral unless otherwise mutually agreed by the local parties. Decisions will be final and binding except as provided by Section 99 of the *Labour Relations Code*.

Arbitral decisions shall be rendered within fifteen (15) calendar days of the conclusion of the hearing. Time limits may be altered by mutual agreement between the parties.

An arbitrator has the authority to order pre-hearing disclosure and to act as a mediator provided such action does not unduly delay a decision.

Each local party will be responsible for its own costs. The costs of the arbitrator will be shared by the local parties.

3.3 Leave of Absence for College Committees and Union Leave

3.3.1 Leave of Absence for College Committees

An employee whose assigned work schedule would prevent them from attending meetings of a college committee to which they have been elected or appointed, will be granted a leave of absence from their regular duties without loss of pay or other entitlements to attend such meeting(s).

Where such leave is granted, the employer will replace the employee as necessary. Costs arising from this provision will not be charged against the program area of the participating employee.

3.3.2 Union Leave

Meetings between representatives of the union and the employer will be scheduled at times mutually agreeable to the Parties. Reasonable effort shall be made to hold such meetings at times that do not conflict with assigned duties.

Where such meetings cannot be scheduled at times that do not conflict with assigned duties, the employer will grant a leave of absence without loss of pay or other entitlements for the purpose of attending such meetings to the total equivalent of one-quarter full-time equivalent per annum.

Where such leave is granted, the employer will replace the employee as necessary.

This clause may be utilized by the union to ensure adequate representation by the union with respect to issues that affect the institution or the post-secondary system. To facilitate the administration of this provision, the union will ensure that the employer is advised of the eligible leaves to be taken.

The union may designate a person(s) who will be entitled to union leave under this Article and will advise the employer of the amount of the leave to be taken. The amount of the entitlement is one quarter of a full time equivalent per annum, without loss of pay or other entitlement.

Costs arising from this provision will not be charged against the program area of the participating union representative.

This provision will not be utilized where existing employer-paid release time arrangements exceed this one-quarter full-time equivalent entitlement.

3.3.3 Additional Union Leave Without Pay

A bargaining unit may purchase additional release time above that currently paid for by the employer at replacement costs. Replacement cost is that for the individual who is carrying out the duties of the individual released. Such leaves will not be unreasonably withheld.

ARTICLE 4 - PRIOR LEARNING ASSESSMENT

4.1 Definition

Prior Learning Assessment (PLA) is the assessment by some valid and reliable means, of what has been learned through formal and non-formal education/training or experience, that is worthy of credit in a course or program offered by the institution providing credit.

The assessment and evaluation of prior learning and the determination of competency and credit awarded, will be done by instructional or faculty staff who have the appropriate subject matter expertise but other staff in an institution may have a supporting role in the process.

The work required for prior learning assessment includes but is not limited to: classroom-based and individual advising; classroom-based and individual assessment, training and upgrading; development of assessment tools; and training in the use of flexible assessment.

4.2 Prior Learning Assessment as Workload

Prior learning assessment work undertaken by an employee covered by this Agreement will be integrated into and form part of the employee's workload as workload is defined in the employee's collective agreement.

4.3 Training in Prior Learning Assessment

An employee required to perform prior learning assessment responsibilities as part of their workload, has a right to employer-paid training time and expenses, in the methodology and application of prior learning assessment as necessary for the assigned task.

4.4 Prior Learning Assessment Coordinators

Prior Learning Assessment coordinators will be faculty or instructional bargaining unit members.

ARTICLE 5 - COPYRIGHT AND INTELLECTUAL PROPERTY

5.1 Copyright Ownership

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

5.1.1 belongs to the employee(s) where the work product has been prepared or created as part of assigned duties, other than the duties listed in Article 5.1.2 below, and the copyright to all copyrightable material shall be the sole property of the employee(s) and shall be retained throughout their lifetime and upon their death by their heirs or assigns; and

5.1.2 belongs to the institution where one or more employees:

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

5.2 Employer Rights to Materials Copyrighted by Employee(s)

Where the employee holds the copyright pursuant to Article 5.1.1, the institution shall have a right to use their copyrighted material in perpetuity for institutional purposes. The institution may amend and update the copyrighted material with the approval of the employee(s) holding the copyright to the material. Such approval will not be unreasonably withheld.

5.3 Employee Rights to Materials Copyrighted by the Employer

Where the institution holds the copyright pursuant to Article 5.1.2, the employee(s) shall have the right to use in perpetuity, free of charge, such copyrighted material. The employee may amend and update the copyrighted material with the approval of the institution holding the copyright to the material. Such approval will not be unreasonably withheld.

5.4 Joint Review

JADRC may, at the request of either party, review issues arising from the application of this Article.

ARTICLE 6 - JOB SECURITY

6.1 Employee Security and Regularization

6.1.1 Intent

The purpose of this Article is to ensure that, by April 1, 2000, provisions relating to employee security and regularization of employees are established within each collective agreement affecting employees covered by this Agreement and to ensure that current and future employees who qualify for regularization under the provisions of this Article will be regularized.

Where this Article establishes a date for action, the parties responsible for taking the action may agree to another date.

6.1.2 Definitions

"Department" or "functional area" means the operational or administrative sub-division of an institution within which an employee is appointed and assigned workload and may include geographic limitations.

"Employee security" means the array of entitlements to continued employment, health and welfare and other benefits, and other rights available to employees through this Agreement or a local collective agreement.

"Non-regular employee" means a person employed on any basis other than regular as defined in the local collective agreement.

"Regularization" means the process by which a non-regular employee converts to regular status under this Article.

"Regular full-time" employee means a person who holds an appointment to ongoing work with a full-time annual workload within one or more departments or functional areas.

"Regular part-time" employee means a person who holds an appointment to an ongoing annual workload of less than full-time within one or more departments or functional areas.

6.1.3 Parameters for Employee Security and Regularization

- (a) Employee security and regularization provisions include those relating to:
 - (i) creating, posting and filling new positions and posting and filling vacant positions;
 - (ii) the types of appointment categories contained in the collective agreement;
 - (iii) the entitlements of regular and/or non-regular employees to continued appointment, access to additional work, and/or to health and welfare benefits based on time worked and/or seniority;
 - (iv) the circumstances under which a non-regular employee may be entitled to convert to or otherwise become a regular employee;
 - (v) requirements for notice of layoff or reduction in workload, including requirements relating to the timing of layoff notice;

- (vi) requirements relating to the accumulation of severance and the condition for payment of severance.
- (b) Amendments to existing employee security and regularization provisions must include:
- (i) (1) entitlement to regularization after a period of time worked of at least two consecutive appointment years of work at a workload of fifty percent (50%) or greater for each of two (2) consecutive appointment years and where there is a reasonable expectation of ongoing employment for which the employee is qualified at a workload of at least fifty percent (50%) or greater for two semesters in the next appointment year;
- or
- (2) entitlement to regularization after the employee has performed a workload at least one hundred and twenty percent (120%) of an annualized workload over at least two (2) consecutive years and there is a reasonable expectation of an ongoing workload assignment for which the employee is qualified, of at least fifty percent (50%) on an annualized basis over the immediately subsequent appointment year.
- (ii) requirements that an employee receive a satisfactory evaluation prior to regularization. An employee will be deemed to have received a satisfactory evaluation if one has not been undertaken by the employer. The employer may evaluate a non-regular employee at least once each twelve (12) month period and the employee may request an additional evaluation not more often than once in each twelve (12) month period.
- (c) In developing revised employee security and regularization provisions, local parties and/or JADRC and/or the arbitrator must consider the effects of any conversion from non-regular to regular status, including:
- (i) entitlement to confirmation of appointment as a regular employee;
 - (ii) requirements for a probationary period post-conversion of at least twelve months;
 - (iii) accumulation of regular seniority and severance entitlement related to appointment to regular status;
 - (iv) rights of regular employees to new or additional work for which they are qualified both within and outside a department or functional area, and the operational implications of such rights;
 - (v) limitations on concurrent regular appointment at more than one institution;
 - (vi) cost implications of any entitlement that may be derived from work or appointment in more than one campus, centre or geographic limitation;

- (vii) relationship of work performed by bargaining unit members in continuing and/or community education to any entitlement to consideration for conversion;
- (viii) the right of the employer to create, post and fill a new position or to post and fill a vacant position;
- (ix) educational implications for requirements to teach upper level degree courses and/or non-degree courses;
- (x) implications for existing appointment types;
- (xi) the cost implications for the employer of any changes and the impact on student access, employees and services.

6.1.4 Local Discussion Process

- (a) Within fifteen (15) working days of ratification of this Agreement, a local bargaining unit must advise the local employer in writing either
 - (i) that it agrees to retain the existing local employee security and regularization provisions without any changes, or
 - (ii) that it wishes to commence the process for amending existing local provisions respecting employee security and regularization through the processes established in this Article.
- (b) Where the local bargaining unit advises the employer under (a) above, of its intention to commence the processes for amending the existing local employee security and regularization provisions, the parties will commence discussions forthwith.
- (c) The purpose of these local party discussions is to amend local collective agreement provisions respecting employee security and regularization as necessary to satisfy the intent of this Article and within the parameters established in Article 6.1.3 above.
- (d) Local discussions must conclude no later than April 30, 1999. The results of local discussions may be:
 - (i) An agreement to:
 - (1) amend existing provisions respecting employee security and regularization effective by April 1, 2000, or
 - (2) maintain the current local collective agreement provisions respecting employee security and regularization,
 - (ii) Referral to JADRC for resolution of issues on which agreement has not been reached no later than June 30, 1999.

6.1.5 JADRC Resolution of Disputes

JADRC will review submissions received from the local parties and will:

- (a) agree on a resolution of the issues submitted to it by the local parties no later than September 30, 1999, in which event the decision will be binding upon those local parties, or

- (b) where JADRC is unable to reach agreement it will submit its differences to Donald R. Munroe by October 31, 1999, or such other person as mutually agreed on, acting as sole arbitrator of the issues submitted to them.

6.1.6 Jurisdiction

- (a) The arbitrator has the jurisdiction to resolve the differences submitted to them considering:
 - (i) submissions made by the local parties respecting the differences remaining between them after the review by JADRC;
 - (ii) provisions of employee security and regularization in place at other similar colleges, university colleges, agencies and institutes in British Columbia;
 - (iii) the cost implications for the employer of any changes and the impact on student access, employees and services.
- (b) A decision of the arbitrator is binding on the local parties and will take effect on April 1, 2000 or such other date as the arbitrator may determine is required to phase in changes to a collective agreement.
- (c) In making their decision, the arbitrator will make changes necessary to amend employment provisions within the parameters established under Article 6.1.3 above that require the least amount of change in existing provisions necessary to meet the requirements of this Article and that the arbitrator considers to be reasonable.
- (d) An agreement reached between local parties to amend existing provisions on employee security and regularization under this process is not admissible in an arbitration under this provision.

6.1.7 No result of this process will have the effect of altering an existing certification. Any grievance that arises regarding regularization will be referred to the JADRC process for resolution.

6.2 Program Transfers and Mergers

6.2.1 Notice of Program Transfer / Merger

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

6.2.2 Transfer/Merger Agreements

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

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

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

6.2.3 Disputes

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

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

6.3 Registry of Laid Off Employees

6.3.1 Electronic Posting of Available Positions

On behalf of the Parties, the PSEA will maintain a system-wide electronic Registry of job postings and the necessary supporting database.

- (a) Institutions are encouraged to use the Registry for the posting of all available positions.
- (b) Institutions will post on the Registry all employment opportunities of half-time or more and longer than three (3) months in duration that are available to applicants beyond those employed by the institution.
- (c) Postings will be removed from the Registry and archived to the database one (1) week after the closing by the institution that entered the posting.
- (d) Employers may elect to include job postings of positions from institutions not covered by this Agreement.
- (e) All employees covered by this Agreement may access the electronic registry of job postings for purposes of review.
- (f) Unions, employers and eligible employees have the right to access the information on the Registry.

6.3.2 Electronic Registry of Eligible Employees (Registrants)

- (a) Employees covered by this Agreement are eligible for listing on the Registry if they are employees who have received notice of layoff or have been laid off and are either:
 - (i) regular employees with one (1) calendar year of service working at fifty percent (50%) workload or greater, as defined in the applicable local agreement, or
 - (ii) non-regular employees with two (2) calendar years of service working at fifty percent (50%) workload or greater, as defined in the applicable local agreements.
- (b) Employees who meet the service requirements of Article 6.3.2(a)(i) above and have not had appointments renewed are eligible for listing on the Registry.
- (c) Length of Listing: An employee listed on the Registry may continue to be listed until the earlier of:

- (i) recall or re-appointment to equivalent employment at the institution from which the person was laid off or was not re-appointed;
 - (ii) obtaining equivalent employment as a result of being listed on the Registry;
 - (iii) the expiration of the employee's recall rights or two (2) years from the date of registration, whichever is later.
- (d) Implementation
- (i) An employee applies for listing through their Employee Relations Department by completing the PSEA Registry of Eligible Employees form (Appendix E2 - Form 2).
 - (ii) The institution will immediately forward the completed form to the PSEA who will list eligible employees on the Registry.
 - (iii) A registrant is responsible to ensure that the information on the Registry is current and to notify immediately the Employer and the local union if they are no longer available for employment through the Registry.
- (e) Employees Not Eligible
- Employees are not eligible for listing on the Registry if they have:
- (i) had their employment terminated for just and reasonable cause;
 - (ii) accepted early retirement, or
 - (iii) voluntarily resigned their employment.

6.3.3 Applying for Available Positions

- (a) It is the responsibility of employees listed on the Registry to enquire about and apply for available work as listed on the Electronic Posting of Available Positions.
- (b) Employees applying for a posted position in the manner prescribed by the posting institution must tell the institution at the time of application that they are a registrant on the Registry.

6.3.4 Rights for Registrants

- (a) Entitlement for Interview

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

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

- (b) Entitlements for Successful Applicants
- (i) Orientation/Training: A registrant who accepts an offer of available work shall be entitled to a reasonable amount of orientation and/or training.
 - (ii) Benefits: Registrants who are eligible for health and welfare benefits at the hiring institution shall have the waiting period(s) waived subject to carrier provisions.
 - (iii) Seniority: All registrants who accept an offer of available work will have their seniority recognized at the new institution for all purposes other than severance accrual for subsequent layoffs.
 - (1) In the case of the hiring from the Registry of an applicant represented by the BCGEU into another bargaining unit represented by the BCGEU, they will have their seniority recognized for all purposes other than severance accrual.
 - (2) FPSE local unions may elect to participate in a reciprocal arrangement with other participating FPSE locals and with the BCGEU bargaining units for the purposes of recognition of seniority other than severance accrual. FPSE local unions that elect to participate in such a reciprocal arrangement must indicate their participation through formal notification to JADRC.
 - (3) In the case of the hiring of an applicant from the Registry by and from institutions with bargaining units registered with JADRC, the successful applicant shall carry their seniority to that new institution for all purposes other than severance accrual.
 - (iv) Relocation Costs for Registrants: Relocation costs for successful applicants who change residence as a result of the hiring that are supported by proper proof of expenditures within ninety (90) days of commencing employment, will be paid by the hiring institution in accordance with its relocation policies and practices for the position for which the registrant was hired. If funding is available, the costs will be reimbursed to the hiring institution from the Labour Adjustment Fund.
 - (v) Recall and Repayment: An employee hired from the Registry who is recalled by an institution and returns to work at that institution will repay relocation costs received from the institution that hired them in accordance with its relocation policies and practices for the position for which the registrant was hired.

6.4 Targeted Labour Adjustment

6.4.1 Employer Commitments

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

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

If a work force reduction is necessary, the Joint Labour Management Committee will canvass employees in a targeted area or other areas over a fourteen (14) day period, or such longer time as the Joint Labour Management Committee agrees, to find volunteer solutions that provide as many viable options as possible and minimize potential layoffs. Subject to any agreement that the Joint Labour Management Committee may make to extend the period of a canvass, such canvasses shall take place either:

- prior to the issuance of lay-off notice to employees under the local agreement, or
- by no later than fourteen (14) calendar days following the annual deadline for notice of non-renewal or layoff where a local provision provides for such a deadline,

whichever date is later.

The union shall be provided with a copy of each final plan for employee labour adjustment.

6.4.2 Menu of Labour Adjustment Strategies

Where a work force reduction is necessary, the following labour adjustment strategies will be considered, as applicable.

6.4.2.1 Labour Adjustment Strategies: Workplace Organization

Subject to the institution's operational considerations, excluding the availability of funding, the following menu of work place organization labour adjustment strategies will be offered by institutions to minimize layoffs and at the appropriate time in the employee reduction process set out in the local provisions:

- (a) Job sharing.
- (b) Reduced hours of work through partial leaves.
- (c) Transfers to other areas within the bargaining unit subject to available work and to meeting qualifications, with minimal training required where such training can be scheduled within the employee's professional development and other non-instructional time.
- (d) Unpaid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.
- (e) Workload averaging that does not incur a net increase in compensation cost.
- (f) Combined pension earnings and reduced workload to equal one hundred percent (100%) of regular salary subject to compliance with the regulations of the College Pension Plan.
- (g) Agreed secondment.

- (h) Combinations and variations of the above or other workplace organization alternatives.

6.4.2.2 Labour Adjustment Strategies: Employee Transition

Subject to the institution's operational considerations, including the availability of funding, the following menu of employee transition labour adjustment strategies will be offered by institutions to minimize layoffs and at the appropriate time in the employee reduction process set out in the local provisions:

- (a) Paid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.
- (b) Severance with up to twelve (12) months' severance payment for an employee other than the employee(s) identified for layoff. Such severance shall be calculated by applying the local agreement severance provisions to the employee who is being offered severance. If the employee elects to take severance pay under this Article, they thereby waive all other rights, claims, or entitlements, and severs their relationship with the institution.
- (c) Workload averaging that does incur a net increase in compensation
- (d) Purchasing past pensionable service. If permissible the employer will match a minimum of three (3) years' contributions to the College Pension Plan where an employee opts for early retirement.
- (e) Early retirement incentives pursuant to local collective agreements.
- (f) Retraining.
- (g) Continuation of health and welfare benefits.
- (h) Combination and variations of the above or other employee transition alternatives.

6.4.3 Layoffs May Occur

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

6.4.4 No Stacking of Entitlements

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

6.5 Contracting Out

6.5.1 Additional Limitation on Contracting Out

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

- (a) any work presently performed by the employees covered by a collective agreement which would result in the layoff of such employees, including a reduction in assigned workload, or

- (b) the instructional activities that are contained in the programs listed and/or funded in the approved annual institutional program profile and that are currently performed by bargaining unit employees.

6.5.2 Certain Inter-Institutional Arrangements Permissible

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

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

6.6 Education Technology/ Distributed Learning

6.6.1 Distributed learning includes, but is not limited to, print based education courses, online or web-based instruction, video-conferencing, teleconferencing, instructional video and audio tapes, hybrid or mixed-mode programs and courses.

6.6.2 In developing and offering distributed learning programs and courses, the employer will plan in collaboration with the department or functional area and the employee(s) who will develop and/or deliver the program or course.

For the purposes of this Article, departments or functional areas are defined as the operational or administrative sub-division of an institution within which an employee is appointed and assigned workload and may include geographic limitations.

6.6.3 Subject to mutual agreement, the local parties may develop criteria for the determination of the appropriate release time for the development, delivery and revision of distributed learning programs or courses. To the extent that they contain provisions that address release time and workload for the development, delivery and revision of distributed learning programs or courses, local letters of understanding shall apply.

6.6.4 The employer will provide the necessary technological and human resources for employees assigned to develop and deliver the program and courses.

6.6.5 The employer will provide the necessary and appropriate training in the use of relevant educational technology for employees assigned to deliver distributed learning programs and courses.

6.6.6 Employees delivering distributed learning programs/courses shall not be required to provide technical support to students taking distributed learning courses.

6.6.7 Employees shall not be required to deliver distributed learning programs/ courses from their home. Employees delivering or developing distributed learning courses shall be provided with office space and the appropriate technology to support them in their work.

6.6.8 Where an employee has been assigned an online course and agrees to the employers' request to teach all or part of that course from home, the employer shall provide the appropriate technology and pay for the reasonable and approved cost of delivering those courses from home.

6.6.9 No regular employee will be laid off as a direct result of the introduction of distributed learning or education technology.

ARTICLE 7 - LEAVES

7.1 Definitions

All references to spouse within the leave provisions of this Agreement include married and common-law partners regardless of sexual orientation, gender identity, or gender expression. References to family include spouse, children, children's spouses, stepchild, stepchild in-law, siblings, in-law siblings, parents, step-parents, parents-in-law, grandparents, grandchildren, nieces and nephews, and any other person living in the same household who is dependent upon the employee. For the purpose of Article 7.8 – Compassionate Care Leave – only, the definition of “family member” is as set out in Appendix I.

7.2 General Leave

An Employer may grant a leave of absence with or without pay to an employee for any reason for up to twenty-four (24) consecutive months. Such leaves shall not be unreasonably denied. Where an application for general leave is denied, the applicant will be provided with a written explanation for the denial of the leave.

7.3 Seniority Accrual

All paid leaves shall be treated as continuous employment for the purposes of seniority accrual. Unpaid leaves shall be treated as continuous employment for the purposes of seniority accrual for the duration of the leave, except for movement up the salary increment scale.

7.4 Retention of Status

An employee on approved paid or unpaid leave will retain their employment status for the duration of the leave.

7.5 Benefits While on Leave

An employee will continue to receive their salary and benefits while on paid leave under this Article. An employee on unpaid leave may arrange to pay the costs required to maintain benefit coverage in accordance with the local provisions of the collective agreement.

7.6 Bereavement Leave

An employee will be entitled to five (5) days leave with no loss of pay and benefits in the case of the death of a family member and upon notification to the employer. The Employer may grant additional leave with pay.

7.7 Family Illness Leave

An employee will be granted leave of absence for up to five (5) days per year without loss of pay or benefits for family illness. Additional family illness leave may be granted by the employer.

7.8 Compassionate Care Leave

7.8.1 Entitlement

An employee will be granted a compassionate care leave of absence without pay for up to twenty-seven (27) weeks to care for a gravely ill family member. For the purpose of this Article 7.8, “family member” is defined as one of the persons listed in Appendix I – Family Members for the Purpose of Article 7.8 Compassionate Care Leave. In order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within twenty-six (26) weeks.

An employee who is granted a compassionate care leave of absence to care for a gravely ill family member shall be entitled to the benefits as follows:

- a) The employee's benefit coverage will continue for the duration of the compassionate care leave, to a maximum of twenty-seven (27) weeks, and the premium payment shall be on the same basis as if the employee were not on leave.
- b) Where an employee elects to buy back pensionable service for part of all of the duration of the compassionate care leave, to a maximum of twenty-seven (27) weeks, the employer will pay the employer portion of the pension contribution in accordance with the Pension Plan regulations.
- c) Compassionate care leave, up to a maximum of twenty-seven (27) weeks, shall be treated as continuous employment for the purposes of seniority accrual under this Agreement.
- d) An employee who returns to work following a leave granted under this provision shall be placed in the position the employee held prior to the leave or in a comparable position.

7.8.2 Additional Leaves

Should an employee require additional time to care for a gravely ill family member, additional leaves may be granted beyond the twenty-seven (27) week period specified in Article 7.8.1 above. Such additional leave shall be in accordance with the *Employment Standards Act*, including the certification criteria as outlined in the Act.

7.9 Donor Leave

An employee who is donating bone marrow or an organ is eligible for leave for the purpose of such donation. An employee on such leave may apply for sick leave and/or short-term disability benefits as applicable.

7.10 Jury Duty and Court Appearances

Leave of absence without loss of pay and benefits will be provided to an employee summoned to serve on a jury or when subpoenaed or summoned as a witness in a criminal or civil proceeding not occasioned by the employee's private affairs, or when the employee accompanies a dependent child when the child is subpoenaed or summoned to appear as a witness in a criminal or civil proceeding. An employee in receipt of pay or benefits under this Article has the responsibility to reimburse the employer all monies paid to them by the Court, except travelling and meal allowances not reimbursed by the employer.

7.11 Public Duties

7.11.1 An employer may grant a leave of absence without pay to an employee to engage in election campaign activities in a municipal, provincial, federal, or Aboriginal government election to a maximum of ninety (90) days. Such leaves will not be unreasonably denied.

7.11.2 An employer will grant a leave of absence without pay to an employee:

- (a) to seek election in a municipal, provincial, federal, or Aboriginal government election to a maximum of ninety (90) days.
- (b) Where elected to public office, for up to two (2) consecutive terms.

7.11.3 The Parties agree that Article 7.11 Public Duties may be applied to duties that include non-elected Aboriginal governance.

7.12 Exchange Leave

An employee holding a regular or continuous appointment may exchange their position and responsibilities with a qualified person from another institution for a fixed period of time with the agreement of the employee's Department and the employer.

The employee will continue to receive regular salary and benefits for the duration of the exchange. The exchanging individual will be paid by their institutional employer.

Where there are large inequities in cost of living between the location of the exchanging individual, the employer and the employee may discuss whether further assistance is required to facilitate the exchange.

7.13 Deferred Salary Leave

Each employer ratifying this Agreement will establish or, as necessary, review and update a deferred salary leave plan consistent with Regulations issued by Canada Revenue Agency under the Income Tax Act. The parties may use the Application, Agreement, and Approval Form as a template (see Appendix H) for the deferred salary leave plan.

7.14 Leave Respecting the Death of a Child

An employee is entitled to a leave of absence without pay of up to 104 weeks if they are entitled to leave respecting the death of a child under the *Employment Standards Act* and such leave will be in accordance with the *Employment Standards Act*. There will be no interruption in the accrual of seniority or eligibility for benefits.

7.15 Leave Respecting the Disappearance of a Child

An employee is entitled to a leave of absence without pay of up to 52 weeks if they are entitled to leave respecting the disappearance of a child under the *Employment Standards Act* and such leave will be in accordance with the *Employment Standards Act*. There will be no interruption in the accrual of seniority or eligibility for benefits.

7.16 Leave for Domestic Violence

Where leave from work is required due to an employee and/or an employee's dependent child being a victim of domestic violence, the employee shall be granted leave, in each calendar year, as follows in accordance with *Employment Standards Act*:

- (a) up to ten (10) days of unpaid leave to be taken intermittently or in one continuous period; and
- (b) up to fifteen (15) weeks of unpaid leave.

Notwithstanding the above, the Employer will provide pay for three (3) of the days referenced in (a) above. In the event existing legislation is changed regarding domestic violence leave to provide more than three (3) days paid leave, the Employer will provide such leave consistent with the legislation. (No stacking of entitlements.)

7.17 Cultural Leave for Aboriginal Employees

- (a) A self-identified Aboriginal employee may request up to three (3) days' leave with pay per calendar year to organize and/or attend Aboriginal cultural event(s). Such leave will not be unreasonably withheld.
- (b) Employees will provide the Employer with the dates of the days for which leave will be requested. Wherever possible, a minimum of two weeks' notice is required for leave under this provision.

ARTICLE 8 - PARENTAL LEAVE

8.1 Preamble

8.1.1 Definitions

- (a) "Common law partner" is a person of the same or different sex where the employee has signed a declaration or affidavit that they have been living in a common-law relationship or have been co-habiting for at least twelve (12) months. The period of co-habitation may be less than twelve (12) months where the employee has claimed the common-law partner's child/children for taxation purposes.
- (b) "Base Salary" is the salary that an employee would earn if working their full workload up to a maximum of a full workload as defined in the employee's collective agreement.

8.1.2 Entitlement

Upon written request, an employee who elects the extended parental benefit, as defined under the *Employment Insurance Act*, shall be entitled to a leave of absence without pay of up to six (6) consecutive months in addition to statutory requirements. An employee who elects the standard parental benefit as defined under the *Employment Insurance Act*, shall be entitled to up to twelve (12) consecutive months of leave without pay in addition to the statutory requirements.

8.2 Commencement of Leave

Leave taken under Article 8.1.2 shall commence:

8.2.1 for the birth mother, immediately after the end of the leave taken under the maternity leave provisions or within seventy-eight (78) weeks of the birth unless the employer and the employee agree otherwise.

8.2.2 for a spouse, a biological father, or a common-law partner to care for the child after the child's birth and within seventy-eight (78) weeks of the birth.

8.2.3 for an adopting parent, within seventy-eight (78) weeks after the child is placed with the parent.

8.3 Benefits Continuation

The Employer will maintain coverage for medical, extended health, dental, group life and disability benefits for leaves taken under Article 8. For the period of the leave, premium and pension contribution payment will be as follows:

- (a) Premium payment for benefit coverage shall be on the same basis as if the employee were not on leave.
- (b) Contributions for pensionable service shall be on the same basis as if the employee were not on leave. Where an employee elects to buy back pensionable service for part or all of the Article 8 leave, the employer will pay the employer portion of the pension contributions in accordance with the Pension Plan regulations.

8.4 Return to Work

- 8.4.1** An employee who returns to work following a parental leave shall retain the seniority the employee had attained prior to the leave and shall accrue seniority for the period of leave.
- 8.4.2** An employee who returns to work following a parental leave, shall be placed in the same position that employee held prior to the leave or in a comparable position.
- 8.4.3** An employee who has taken leave under this provision is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken.
- 8.4.4** Where the proposed commencement of the leave or return to work does not coincide with the instructional calendar the local parties will negotiate mutually acceptable dates.
- 8.4.5** Upon written request, an employee on parental leave under Article 8.1.2 may return to work on a graduated basis. Upon receipt of a request, the local parties will mutually agree to an acceptable graduated parental leave return to work plan for the employee.

8.5 Supplemental Employment Benefit (SEB) for Maternity and Parental Leave

8.5.1 When on maternity or parental leave, an employee will receive a supplemental payment added to Employment Insurance benefits as follows:

- (a) For the first week of maternity leave an employee shall receive one hundred percent (100%) of their salary calculated on their average base salary.
- (b) For a maximum of fifteen (15) additional weeks of maternity leave the employee shall receive an amount equal to the difference between the Employment Insurance benefits and ninety-five percent (95%) of their salary calculated on their average base salary.
- (c) For up to a maximum of thirty-five (35) weeks of parental leave, the biological, adoptive or legally recognized parent shall receive an amount equal to the difference between the Employment Insurance Standard Parental EI Benefits and eighty-five percent (85%) of the employee's salary calculated on their average base salary.
- (d) If the biological, adoptive or legally recognized parent elects the Extended Parental EI Benefit, for a maximum of sixty-one (61) weeks the parent shall receive the same total SEB benefit amount received under article 8.5.1(c) when the employee opts for the thirty-five (35) week EI benefit, spread out and paid over the sixty-one (61) week period. The Employer will make this calculation.

- (e) Provided the employee received SEB as per Article 8.5.1(a), (b), (c), or (d), for the last week of the parental leave, where no EI benefit is paid, the employee shall receive one hundred percent (100%) of their salary calculated on their average base salary.
- (f) The average base salary for the purpose of Article 8.5.1(a) through (e) is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.

8.5.2 An employee is not entitled to receive Supplemental Employment Benefits and disability benefits concurrently. To receive Supplemental Employment Benefits the employee shall provide the employer with proof of application for and receipt of Employment Insurance benefits.

8.5.3 Repayment of the Supplemental Employment Benefit

- (a) To be entitled to the Supplemental Employment Benefit as noted above, an employee must sign an agreement that they will return to work (provided there is reasonable expectation of work) and remain in the Employer's employ for a period of the duration of the leaves taken or six (6) months, whichever is less (exclusive of leave taken pursuant to Article 8.1.2) after their return to work. Should the employee fail to return to work for a period of the duration of the leaves taken or six (6) months, whichever is less, the employee shall reimburse the Employer for the Supplemental Employment Benefit on a pro rata basis. Should a repayment be required, any monies owing will be deducted from the employee's pay, if available, otherwise the employee will be invoiced.
- (b) Article 8.5.3(a) does not apply to an employee while they are on a leave under Article 8.1.2. Article 8.5.3(a) will apply once the leave under Article 8.1.2 has ended.

ARTICLE 9 - HEALTH AND WELFARE BENEFITS

9.1 Joint Committee on Benefits Administration

9.1.1 Committee Established

The Parties agree to maintain a Joint Committee on Benefits with four (4) members appointed by each side.

9.1.2 Committee Mandate

The Joint Committee on Benefits has a mandate to undertake tasks related to health and welfare benefits and disability benefits including:

- (a) Comparison and analysis of contract administration and costs, using criteria developed by the committee.
- (b) Monitoring carrier performance including receiving reports from the plan administrator(s).

- (c) Reviewing the cost effectiveness and quality of benefit delivery, service, and administration by carriers, including access issues.
- (d) Tendering of contracts.
- (e) Training for local Joint Rehabilitation Committees.

Participation in the existing Benefits User Group will continue. Participation is open to institutions that are not currently members of the Benefits User Group.

9.1.3 Constraints

The Joint Committee on Benefits will not make any changes to the plan provisions that would increase the costs of health and welfare benefits or disability benefits for individual employers or reduce plan provisions without the agreement of the Parties to this Agreement. The Joint Committee shall be authorized to determine appropriate use of the Article 9.1.3 savings from the 1998-2001 agreement (in the amount of \$71,849) and to allocate the funds to that use.

9.1.4 Costs of the Joint Committee

The employers will pay up to \$50,000 for the costs of the committee's operations, exclusive of salaries and benefits.

9.2 Specific Benefits

9.2.1 Benefit Provisions

The following benefits will be provided to employees based on eligibility requirements in the local collective agreements:

- (a) Extended Health Benefits
 - (i) Total lifetime coverage level will be unlimited.
 - (ii) Reimbursement level on claims will be ninety-five percent (95%); where existing reimbursement provisions in a local agreement exceed ninety-five percent (95%), the existing local provision will remain in force.
 - (iii) Hearing Aid benefit claims will be to a maximum of one-thousand dollars (\$1000) every three (3) years.
 - (iv) Medical Travel Referral Benefit shall be in accordance with the provisions set out in Appendix F.
 - (v) Health and welfare benefits coverage will cease on the day that an employee's employment terminates.
 - (vi) Eye vision exams shall be reimbursed to a maximum of one hundred dollars (\$100) every two (2) years.
 - (vii) Vision care shall be increased to six-hundred and fifty dollars (\$650) every two (2) years.
- (b) Group Life and Accidental Death and Dismemberment Insurance

Group Life and Accidental Death and Dismemberment benefits each shall be set at three (3) times the employee's annual salary.

(c) Dental Plan

Plan A that includes revision of cleaning of the teeth (prophylaxis and scaling) every nine months except dependent children (up to age 19) and those with gum disease and other dental problems as approved by the Plan.

Dental Plan interpretation shall be in accordance with the provisions set out in Appendix G.

(d) Termination of Coverage

Retiring employees who are eligible under the local collective agreement for health and welfare benefits and who have applied for College Pension Plan benefits will maintain coverage until the commencement of pension health and welfare benefits and in any event no later than ninety (90) calendar days following the date of the employee's retirement.

9.2.2 Flexible Benefit Plan Impact

Existing flexible benefits plan default levels of coverage shall be increased, where necessary, to match the benefit levels established in Article 9.2.1.

9.2.3 Level of Health and Welfare Benefits

There will be no change to the level of health and welfare benefits without prior consultation between the local parties.

9.3 Disability Benefits

9.3.1 The employers shall continue a single plan for the provision of disability benefits for eligible employees who are covered by this Agreement and whose local bargaining unit has opted into this Agreement's Plan pursuant to Article 9.3.3 in the 2001-2004 Common Agreement who have joined or who will subsequently join the plan pursuant to Article 9.3.3 below.

9.3.2 (a) The disability benefits plan will be as set out in the findings of the Joint Committee on Benefits Administration (JCBA) entitled *Long-Term Disability Benefit Initiative*, but will be an insured plan and will include the following elements:

- ◆ Benefit level of sick leave at one hundred percent (100%) for the first thirty (30) calendar days, short-term disability at seventy percent (70%) weekly indemnity for the next twenty one (21) weeks, and long-term disability leave of seventy percent (70%) thereafter
- ◆ Long-term disability as defined on the basis of two-year own occupation and any other occupation thereafter as described by the JCBA plan
- ◆ Health and welfare benefit premiums will be paid by the employer or the Plan for employees on sick leave, short-term disability and long-term disability
- ◆ Employer payment of premiums for both short-term and long-term disability benefits

- ◆ Claims Review Committee made up of three (3) medical doctors (one designated by the claimant, one by the employer and the third agreed to by the first two doctors)
- ◆ Mandatory rehabilitation as described in the JCBA plan
- ◆ Subject to provisions of the Plan, enrolment is mandatory for all active regular employees and for active non-regular employees employed on a continuing basis for at least a four (4) month period with fifty percent (50%) or more of a full-time workload as defined by local provisions.

(b) The disability benefits plan includes Partial Disability Benefits which shall be administered in accordance with the terms and conditions of this plan, as amended July 1, 2009.

9.3.3 Within ninety (90) days of the ratification of this Agreement, a local bargaining unit that is not already covered by the common disability plan shall advise the local employer in writing either:

- (a) that it wishes its members to be covered by the disability benefits plan by this Agreement, or
- (b) that it wishes its members to continue to be covered by the disability benefits plan that currently applies to them.

9.3.4 (a) Current employees in a local bargaining unit that chooses to participate in this Agreement's disability benefits plan under Article 9.3.3 (a) above shall retain any sick leave banks accrued up to but not beyond March 31, 2004 including any entitlement to full or partial payout of such sick leave banks. The local provisions for use of those sick leave banks including payout, where applicable, shall continue to apply.

- (b) Current employees in a local bargaining unit that chooses to participate in this Agreement's disability benefits plan under Article 9.3.3 (a) and who have sick leave benefits of a fixed amount of time and who are entitled under their local collective agreement to a payout of such benefits shall have those benefits converted to a bank as of March 31, 2004 and shall be entitled to payout of the bank, subject to the provisions of the local collective agreement.

9.3.5 Employees in a local bargaining unit that chooses to participate in this Agreement's disability benefits plan under Article 9.3.3 (a) and who are not eligible for enrolment in the Plan shall be entitled to sick leave coverage as provided in the local collective agreement, subject to such sick leave not exceeding a maximum of thirty (30) calendar days per illness.

9.3.6 Disability benefits plan members shall establish and maintain a Joint Rehabilitation Committee (JRC) with up to two (2) representatives appointed by the Union and up to two (2) representatives appointed by the Employer.

The operation of the JRC is subject to the terms and conditions of the disability benefits plan.

9.3.7 The Joint Committee on Benefits Administration (JCBA) shall oversee the continuation of the plan as described in Article 9.3.2 and shall address such matters pertaining to the plan as are included in the JCBA's mandate as set out in Article 9.1.2.

ARTICLE 10 - PENSIONS

10.1 Mandatory Enrolment

Enrolment in the College Pension Plan shall be as set out by the *Public Sector Pension Plans Act*, Schedule A.

10.2 Existing Employees

The employer will encourage employees who have not joined the College Pension Plan to do so. However, employees on payroll as of the date of ratification who have not joined the College Pension Plan shall retain the right not to do so.

ARTICLE 11 - EARLY RETIREMENT INCENTIVE

11.1 Definition

For the purposes of this provision, early retirement is defined as retirement at or after age 55 and before age 64.

11.2 Eligibility

11.2.1 An employee must be at the highest achievable step of the salary scale.

11.2.2 An employee must have a minimum of ten (10) years of full-time equivalent service in the BC College and Institute System.

11.3 Incentive Payment

11.3.1 An employer may offer and an employee may accept an early retirement incentive based on the age at retirement to be paid in the following amounts

Age at Retirement	% of Annual Salary at Time of Retirement
55 to 59	100%
60	80%
61	60%
62	40%
63	20%
64	0%

11.3.2 An employer may opt to pay the early retirement incentive in three equal annual payments over a thirty-six (36) month period.

11.3.3 Eligible bargaining unit members may opt for a partial early retirement with a pro-rated incentive.

ARTICLE 12 - SALARIES

12.1 Provincial Salary Scale

The Provincial Salary Scale is attached as Appendix A.

12.1.1 Effective the first day of the first full pay period after April 1, 2019, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2019 shall be increased by two percent (2%). The Parties agree that retroactive adjustment from the date of ratification to April 1, 2019 will apply in the case of a tentative settlement on or before June 30, 2020. After that date there will be no retroactive adjustment. The Parties agree that PSEA and FPSE may extend this June 30, 2020 deadline by mutual agreement.

12.1.2 Effective the first day of the first full pay period after April 1, 2020, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2020 shall be increased by two percent (2%). The Parties agree that retroactive adjustment from the date of ratification to April 1, 2020 will apply in the case of a tentative settlement on or before June 30, 2020. After that date there will be no retroactive adjustment. The Parties agree that PSEA and FPSE may extend this June 30, 2020 deadline by mutual agreement.

12.1.3 Effective the first day of the first full pay period after April 1, 2021, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2021 shall be increased by two percent (2%).

The new rates shall be rounded to the nearest whole dollar. These wage increases shall apply to all current employees who are members of the bargaining unit on the date of ratification.

Notwithstanding the foregoing, any former employees who worked for any of the FTT Employers in a FTT bargaining unit position between April 1, 2019 and the date of ratification must apply to the applicable FTT Employer within eight (8) weeks of the date of ratification in order to be eligible and receive the increased amount as retroactive pay. It is understood that any retroactive payments will be processed when practicable, given the current public health issue.

12.2 Secondary Scale Adjustment

All steps on secondary scales will be increased as follows:

12.2.1 Effective the first day of the first full pay period after April 1, 2019: two percent (2%). The Parties agree that retroactive adjustment will apply from the date of ratification to April 1, 2019 in the case of a tentative settlement on or before June 30, 2020. After that date there will be no retroactive adjustment. The Parties agree that PSEA and FPSE may extend this June 30, 2020 deadline by mutual agreement.

12.2.2 Effective the first day of the first full pay period after April 1, 2020: two percent (2%). The Parties agree that retroactive adjustment will apply from the date of ratification to April 1, 2020 in the case of a tentative settlement on or before June 30, 2020. After that date there will be no retroactive adjustment. The Parties agree that PSEA and FPSE may extend this June 30, 2020 deadline by mutual agreement.

12.2.3 Effective the first day of the first full pay period after April 1, 2021: two percent (2%).

12.2.4 Despite Articles 12.2.1 to 12.2.3, above, local parties may elect to revise secondary scales to the extent possible within a weighted average of the salary increases specified in Article 12.2.

The new rates shall be rounded to the nearest whole cent or dollar as applicable. These wage increases shall apply to all current employees who are members of the bargaining unit on the date of ratification.

Notwithstanding the foregoing, any former employees who worked for any of the FTT Employers in a FTT bargaining unit position between April 1, 2019 and the date of ratification must apply to the applicable FTT Employer within eight (8) weeks of the date of ratification in order to be eligible and receive the increased

amount as retroactive pay. It is understood that any retroactive payments will be processed when practicable, given the current public health issue.

12.3 Maintenance of Placement

Where an employee covered by this Agreement becomes employed within two (2) years by another institution also covered by this Agreement, initial placement shall be made at the higher of the placement formula at the hiring institution or their current or most recent salary step. This will only apply when the employee becomes employed in the same or a substantially similar field. The normal probation provisions of the hiring institution will apply.

12.4 Calculation of Pay

Each institution will review its division of annual pay into pay periods to ensure that employees receive the full or pro-rated (as applicable) gross annual salary in the Provincial Salary Scale in Appendix A.

12.5 Overload

A regular employee who works an overload in a given year shall receive no less than either:

- (a) the pro-rata salary for the overload based on the Provincial Salary Scale or the secondary scale on which the employee is placed or
- (b) a reduction of workload in a subsequent year that is commensurate with the amount of the overload.

The conditions governing overloads are as set out in the regular employee's local collective agreement, subject to the above provision.

12.6 Faculty Administrative Stipends

Stipends currently in place for faculty administrative positions that are occupied by employees covered by this Agreement shall be increased as follows:

12.6.1 Effective the first day of the first full pay period after April 1, 2019: two percent (2%). The Parties agree that retroactive adjustment will apply from the date of ratification to April 1, 2019 in the case of a tentative settlement on or before June 30, 2020. After that date there will be no retroactive adjustment. The Parties agree that PSEA and FPSE may extend this June 30, 2020 deadline by mutual agreement.

12.6.2 Effective the first day of the first full pay period after April 1, 2020: two percent (2%). The Parties agree that retroactive adjustment will apply from the date of ratification to April 1, 2020 in the case of a tentative settlement on or before June 30, 2020. After the date there will be no retroactive adjustment. The Parties agree that PSEA and FPSE may extend this June 30, 2020 deadline by mutual agreement.

12.6.3 Effective the first day of the first full pay period after April 1, 2021: two percent (2%).

The new rates shall be rounded to the nearest whole cent or dollar as applicable. These wage increases shall apply to all current employees who are members of the bargaining unit on the date of ratification.

Notwithstanding the foregoing, any former employees who worked for any of the FTT Employers in a FTT bargaining unit position between April 1, 2019 and the date of ratification must apply to the applicable FTT Employer within eight (8) weeks of the date of ratification in order to be eligible and receive the increased amount as retroactive pay. It is understood that any retroactive payments will be processed when practicable, given the current public health issue.

ARTICLE 13 - EFFECT OF THIS AGREEMENT

13.1

Where a provision of a local collective agreement provides a greater employee benefit than does a similar provision of this Agreement, except as noted in Article 13.3 below, the local agreement provision will supersede the provision of this Agreement to the extent of the greater benefit.

13.2

All provisions of this Agreement will be effective on the date of ratification except as otherwise noted.

13.3

The following Articles are not subject to Article 13.1 above:

- Article 2 - Harassment
- Article 3.1 - Human Resource Database
- Article 3.2.1 - 3.2.5 - Joint Administration and Dispute Resolution Committee
- Article 4 - Prior Learning Assessment
- Article 6.1.7 - Referral to JADRC
- Article 6.2 - Program Transfers and Mergers
- Article 6.3 - Registry of Laid Off Employees
- Article 6.4 - Targeted Labour Adjustment
- Article 6.6 – Educational Technology/ Distributed Learning
- Article 7.8 - Compassionate Care Leave
- Article 8 - Parental Leave
- Article 9.1 - Joint Committee on Benefits Administration
- Article 9.3 - Disability Benefits
- Article 12.1 and Appendix A - Provincial Salary Scale
- Article 12.2 - Secondary Scale Adjustment
- Letter of Understanding - Expedited Arbitration

13.4

Any disputes over the application of this Article will be resolved through JADRC.

ARTICLE 14 - INTERNATIONAL EDUCATION

The Parties agree that participation in international education is important and valuable, enhancing student and faculty opportunities while supporting international education at each institution.

The Parties agree that this Article shall govern the terms and conditions for employees who travel outside Canada and the U.S. to perform assigned work pursuant to the employees' collective agreement.

14.1 General

- (a) Employee participation in international education is voluntary.
- (b) Subject to Article 14.1(d) below, the terms and conditions of the Collective Agreement will apply.

- (c) The employer will meet and review the terms and conditions for each assignment outside Canada and the U.S. with the employee participating in an international education project.
- (d) Should an international education project require interpretation of the workload provisions in the Collective Agreement, the employer will apply to the employee such workload terms as are equivalent to those workload terms that would normally apply.
- (e) The employer will convene an annual review session for the employees participating under this Article to enable the employees to share experiences and identify problems and solutions. The employer will ensure that minutes of these meetings are recorded and provided to the union.

14.2 Expenses

- (a) The employer will reimburse, pursuant to employer policy, receipted expenses incurred by an employee while on employer business. The employer may grant a sufficient travel advance to cover those expenses that can reasonably be anticipated prior to travel, including appropriate transportation, accommodation and meal expenses.
- (b) The employer will waive the requirement that receipts be provided in situations where these are not reasonably obtainable.

14.3 Health and Welfare Benefits

The employer will provide current health and welfare benefits coverage for employees working under this Article. Premiums for this coverage will continue to be paid as if the employee was continuing to work for the employer in British Columbia.

Limitations:

- (a) Dental expenses incurred will be reimbursed based on the British Columbia fee schedule in effect under the employer's group policy.
- (b) Benefit coverage will not extend beyond the date the policy or any benefits terminate with the employer's insurance carrier.
- (c) The employer will supply travel medical insurance.
- (d) When employees are working in countries where payment for medical services may require cash payment, employees will submit their claim to the insurance carrier for reimbursement of such expenses. The employer will advance monies in such instances if there is an anticipated delay from the insurance carrier.
- (e) An employee will be referred to the employer's Human Resources department to clarify the benefit and travel medical insurance coverage.
- (f) The Parties agree that Article 14.3 – Health and Welfare Benefits – shall govern the terms and conditions for employees who are required to travel to the U.S. to perform assigned work pursuant to the employees' collective agreement.

14.4 Emergencies and Emergency Evacuation

- (a) The employer will provide an employee with twenty-four (24) hour contact number(s), e-mail address(es) or fax number(s) to ensure the timely referral of an emergency to a responsible employer official who will make every effort to assist in the satisfactory resolution of an apprehended or actual emergency for the employee.
- (b) The employer will consult with the appropriate Canadian government departments and the embassy or consulate in the country where employees are working to determine the appropriate procedures should evacuation become necessary. The employer will ensure that this information is made available to the employee in advance of travel. A copy of this information will be provided to the union at the same time.
- (c) If necessary, the employer will contract with local specialists with respect to the safety of employees, their families and companions.
- (d) In the event of an emergency, the employee will immediately contact the appropriate employer official for assistance and direction. The employee has the right to leave the area if they reasonably apprehends that their health or safety is in danger. The expenses incurred in the satisfactory resolution of an emergency or emergency evacuation of an employee will be the responsibility of the employer. Those additional expenses incurred in the satisfactory resolution of an emergency or emergency evacuation of an employee's family or companion(s) will be initially paid by the employer and then reimbursed to the employer by the employee on a mutually agreed basis.

14.5 Orientation and Return

14.5.1 Employees working under this Article will receive a reasonable orientation prior to departure that includes but is not limited to:

- (a) the project;
- (b) the culture and country;
- (c) travel, safety or medical concerns, benefits issues; and
- (d) other issues related to the work.

14.5.2 The employer will arrange the scheduling of international work in such a way that an employee will be provided three (3) working days, inclusive of required travel time, between the completion of their international education assignments before assuming regular duties at the institution. This will not apply in situations where an employee elects to extend their stay through the use of vacation time.

14.6 Application

Article 14 shall apply to local unions as follows:

14.6.1 Within fifteen (15) working days following ratification of its collective agreement commencing April 1, 2004, a local union whose collective agreement expiring March 31, 2004 included local provisions on International Education shall advise the employer in writing either:

- (a) That it agrees to retain the existing local International Education language without any changes, or
- (b) That it chooses to adopt the International Education language of this Article 14.

14.6.2 Article 14 shall apply to any local union whose collective agreement expiring March 31, 2004 did not include local provisions on International Education.

ARTICLE 15 - HEALTH AND SAFETY EQUIPMENT

The employer agrees to supply at no cost to employees all pieces of health and safety apparel and equipment required by the BC *Workers' Compensation Act* and the *Occupational Health and Safety Regulations*.

ARTICLE 16 - COMMON FACULTY PROFESSIONAL DEVELOPMENT FUND

16.1 Purpose

16.1.1 The Common Faculty Professional Development Fund (“the Fund”) is in support of various types of professional development activities. Such professional development is for the maintenance and development of the faculty members’ professional competence and effectiveness. The purpose is to assist faculty to remain current and active in their discipline and program. The Fund is not meant to replace any existing development or educational funds.

16.2 Process

16.2.1 The local parties will mutually agree on a process and criteria for the review and adjudication of employee applications to the Fund. The process will include the recommendation of adjudicated applications to the applicable senior administrator. The senior administrator is responsible for the final approval of applications.

16.3 Fund

16.3.1 The Fund will be set at point six of one percent (0.6%) of faculty salary for each institution.

16.3.2 Any monies in the Fund not spent at the end of any fiscal year shall be retained by the employer.

ARTICLE 17 - TERM

This Agreement shall be in effect from April 1, 2019 to March 31, 2022, and shall continue in force until the renewal of this Agreement.

**APPENDIX A
PROVINCIAL SALARY SCALE**

STEP	01-Apr-19¹ to 31-Mar-20	01-Apr-20¹ to 31-Mar-21	01-Apr-21¹ to 31-Mar-22
1	\$95,134	\$97,037	\$98,978
2	\$89,121	\$90,903	\$92,721
3	\$83,014	\$84,674	\$86,367
4	\$79,620	\$81,212	\$82,836
5	\$76,700	\$78,234	\$79,799
6	\$73,787	\$75,263	\$76,768
7	\$70,868	\$72,285	\$73,731
8	\$67,954	\$69,313	\$70,699
9	\$65,036	\$66,337	\$67,664
10	\$62,119	\$63,361	\$64,628
11	\$59,204	\$60,388	\$61,596

¹The first day of the first full pay period after this date. For April 1, 2019, the first day of the first full pay period after this date. The Parties agree that retroactive adjustment from the date of ratification to April 1, 2019 will apply in the case of a tentative settlement on or before June 30, 2020. After that date there will be no retroactive adjustment. For April 1, 2020, the first day of the first full pay period after this date. The Parties agree that retroactive adjustment from the date of ratification to April 1, 2020 will apply in the case of tentative settlement on or before June 30, 2020. After that date there will be no retroactive adjustment.

APPENDIX B

LIST OF INVESTIGATORS

The following list of investigators is attached for the use of the local parties at their option under Article 2.3.3 and 2.3.4

Rebecca Frame
Ana Mohammed
Linda Sum
Kyra Hudson
Laurie Mills
Yuki Matsuno
Ken Saunders

This list may be amended at any time by the Joint Administration Dispute Resolution Committee.

APPENDIX C

DISPUTE REFERRAL FORM

Date: _____

EMPLOYER	COLLEGE/INSTITUTE	
	CONTACT PERSON	
	ADDRESS	
	PHONE	FAX
		EMAIL

UNION	COLLEGE/INSTITUTE	
	CONTACT PERSON	
	ADDRESS	
	PHONE	FAX
		EMAIL

ARTICLE OF AGREEMENT IN DISPUTE:
COPY OF THIS REFERRAL GIVEN TO LOCAL PARTIES? NO <input type="checkbox"/> YES <input type="checkbox"/> DATE:
STATEMENT OF ISSUE(S) IN DISPUTE:
Signature: _____ Title: _____

FOR JADRC USE ONLY	
DATE RECEIVED:	DATE CIRCULATED:
JOINT STATEMENT RECEIVED:	
UNION STATEMENT RECEIVED:	EMPLOYER STATEMENT RECEIVED:
FILE NUMBER ASSIGNED: #	REFERRED TO ARBITRATOR:

APPENDIX D

LIST OF ARBITRATORS

The following arbitrators are to be chosen in rotation as referenced in Articles 3.2.3 and 3.2.4:

Joan Gordon
Judi Korbin
Ken Saunders
Robert Pekeles
Corinn Bell

This list may be amended at any time by the Joint Administration Dispute Resolution Committee.

APPENDIX E2

REGISTRY OF LAID OFF EMPLOYEES - FORM 2

PSEA REGISTRY OF ELIGIBLE EMPLOYEES

0. (For PSEA use only:)
1. College, University College, Institute:
2. Registrant:
3. Service Date (length of service):
4. Program/Area:
5. Date of Availability (Lay-off or End of Contract):

Registrant Electronic Resume available at:

College/University College/Institute Contact Person:

College/University College/Institute Contact Phone Number:

Bargaining Unit Contact Person:

Bargaining Unit Contact Phone Number:

Information Release Waiver for the purposes of the Freedom of Information and Protection of Privacy:

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

Signature of Registrant

Date

APPENDIX F

MEDICAL TRAVEL REFERRAL BENEFIT

Benefit Summary

Deductible Amount: None

Benefit Amount: 100% of eligible expenses

Individual Maximum: \$10,000 per year

Coverage Limitations:

- \$125 per day for a maximum of 50 days per calendar year for all eligible expenses combined;
- Where an employer requires it, receipts must be submitted with the expense claim;
- Where the eligible expenses exceed \$125 per day, but do not exceed the average of \$125 per day for the year, the average will be paid. For example, where the expenses claimed in a given calendar year are \$150 day 1, \$125 day 2 and \$160 day 3, a total of \$375 will be paid. Where the expenses claimed in a given calendar year are \$150 day 1, \$75 day 2 and \$300 day 3, a total of \$375 will be paid;
- Coverage will not be provided for travel and expenses incurred outside of BC except where the cost of travel to Alberta is less than the required travel within BC;
- Referral must be made by a physician to a specialist (a physician whose specialized services and treatments routinely performed are those that general practitioners do not perform).

List of Eligible Expenses

Medical Travel: When ordered by the attending physician because in their opinion adequate medical treatment is not available within a 100 kilometre radius of the employee's home campus, the following are included as eligible expenses:

- Public transportation (e.g. scheduled air, rail, bus, taxi and/or ferry);
- Automobile use as set out in the policy or collective agreement (as applicable) of employee's institution

Accommodation: Where transportation has been provided as outlined above, accommodation in a commercial facility, Easter Seal House, Heather House, Vancouver Lodge, Ronald McDonald House, or other similar institutions as approved by the administrator, before and after medical treatment.

Meals: Where transportation has been provided above, reasonable and customary expenses for meals as set out in the policy or collective agreement (as applicable) of the employee's institution.

Attendant: Where necessary, and at the request of the attending physician, transportation and accommodation of an attendant (e.g. family member or registered nurse) in connection with expenses incurred under items 1 and 2 above.

Superior Benefits

A superior benefit that existed in an institution's Medical Travel Referral Benefit Plan or Collective agreement that was in place prior to the 1998 Common Agreement continues to apply.

Exclusions

No benefit shall be payable for:

- Charges which are considered an insured service of any provincial government plan;
- Charges which are considered an insured service under the extended health plan, or any other group plan in force at the time;
- Charges for a surgical procedure or treatment performed primarily for beautification, or charges for hospital confinement for such surgical procedure or treatment;
- Charges for medical treatment, transport or travel, other than specifically provided under eligible expenses;
- Charges not included in the list of eligible expenses;
- Charges for services and supplies which are furnished without the recommendation and approval of a physician acting within the scope of their license;
- Charges which are not medically necessary to the care and treatment of any existing or suspected injury, disease or pregnancy;
- Charges which are from an occupational injury or disease covered by any Workers' Compensation legislation or similar legislation;
- Charges which would not normally have been incurred but for the presence of this coverage or for which the employee or dependent is not legally allowed to pay;
- Charges which the administrator is not permitted, by any law to cover;
- Charges for dental work where a third party is responsible for payments of such charges;
- Charges for bodily injury resulting directly or indirectly from war or act of war (whether declared or undeclared), insurrection or riot, or hostilities of any kind;
- Charges for services and supplies resulting from any intentionally self-inflicted wound;
- Charges for experimental procedures or treatment not approved by the Canadian Medical Association or the appropriate medical speciality society;
- Charges made by a physician for travel, broken appointments, communication costs, filling in forms, or physician's supplies.

Claims Adjudication

To claim benefits, the employee or dependent must:

- Submit original receipts or photocopies of receipts if accompanied by an explanation of benefits from another carrier, and a claim form;
- Provide explanation and proof to support the claim including itemized bills and the attending physician's statement that the referral to the location where treatment was received was medically necessary;
- Provide explanation and proof to support the claim that an attendant (if any) was necessary and made at the request of an attending physician.

APPENDIX G

DENTAL PLAN

The nine (9) month limitation applies to 1) polishing, 2) the application of fluoride, and 3) the recall itself. The nine (9) month limitation does not apply to scaling; any current scaling limits in dental contracts apply.

The process for an individual faculty employee to have their teeth cleaned more frequently than every nine (9) months as provided by Article 9.2.1 (d) is as follows:

- Faculty employee visits dentist as usual
- Dentist advises that the faculty employee has gum disease or other dental problem which requires cleaning more frequently than every nine (9) months
- Dentist fills in the usual claim form, but in addition notes that the faculty employee has gum disease or specifies the other dental problem that requires more frequent cleaning
- Faculty employee or dentist submits the form to the Insurance Carrier as normal
- The Insurance Carrier determines if the reasons set out by the dentist fit within the approved reasons under the dental plan for having teeth cleaned more frequently than every nine(9) months

The employers' approval of the more frequent cleaning is not required.

APPENDIX H

DEFERRED SALARY LEAVE APPLICATION, AGREEMENT, AND APPROVAL FORM

I have read and I understand the terms and conditions of Article 7.13 Deferred Salary Leave of the Common Agreement the provisions of the [institution name] Deferred Salary Leave Plan, between the union and the employer governing the Deferred Salary Leave Plan. I agree to participate in the Plan subject to its rules and on the following specific conditions:

Enrolment Date: My enrolment in the Plan shall become effective _____, 20____

Year of Leave: I propose to commence my leave (yy/mm/dd), upon the approval of the employer, for a period of _____ months (up to one year).

Funding of the Leave: To accomplish the funding of the leave I hereby authorize the following amounts be withheld from my current compensation effective the date of my enrolment in the Plan:

First Year _____%

Second Year _____%

Third Year _____%

Fourth Year _____%

Number of additional year _____

Percentage per additional year _____

The participant may, by written notice to the employer prior to the anniversary date in any year, alter the percentage amounts for that and any subsequent year subject to the provisions [institution name] of the Deferred Salary Leave Plan Memorandum.

Signature of Applicant

Date

The employer hereby approves the above noted employees participation in the Deferred Salary Leave Plan

Signature of Employer

Date

APPENDIX I

FAMILY MEMBERS FOR THE PURPOSE OF ARTICLE 7.8 COMPASSIONATE CARE LEAVE

1. The following “family members” are persons identified through their relationship to the employee.
 - Spouse (includes heterosexual, common-law, and same-sex relationships)
 - Children
 - Children’s spouses
 - Step-children
 - Step-children-in-law
 - Siblings
 - In-law siblings
 - Parents
 - Step-parents
 - Parents-in-law
 - Grandparents
 - Grandchildren
 - Nieces/Nephews
 - Guardians
 - Step-siblings
 - Aunts/Uncles
 - Current or former foster-parents
 - Current or former foster children
 - Current or former wards
 - Current or former guardians
 - Spouse of sibling or step-sibling
 - Spouse of child or step-child
 - Spouse of a grandparent
 - Spouse of a grandchild
 - Spouse of an aunt or uncle
 - Spouse of a niece or nephew
 - Spouse of a current or former foster child
 - Spouse of a current or former guardian
 - Spouse of an employee’s current or former foster parent
 - Spouse of an employee’s current or former ward
 - Spouse of a person who is living with the employee as a member of the employee’s family

2. The following “family members” are persons identified through their relationship to the employee’s spouse
 - Spouse’s parents or step-parents
 - Spouse’s siblings or step-siblings
 - Spouse’s children
 - Spouse’s grandparents
 - Spouse’s grandchildren
 - Spouse’s aunts or uncles

- Spouse's nieces or nephews
- Spouse's current or former foster parents
- Spouse's current or former wards

3. The following "family members" are deemed family members

- Any other person in the same household who is dependent upon the employee
- Any person who lives with the employee as a member of the employee's family
- Whether or not related to an employee by blood, adoption, marriage or common-law partnership, an individual with a serious medical condition who considers the employee to be, or whom the employee considers to be, like a close relative

LETTER OF UNDERSTANDING 1

EMPLOYMENT EQUITY – ABORIGINAL EMPLOYEES

PSEA and FPSE recognize that Aboriginal employees are underrepresented in the post-secondary education system. They are committed to redress the under-representation of Aboriginal employees and therefore further agree that:

- PSEA and FPSE will encourage the Employers, and with support from the local faculty association/union, to make application to the Human Rights Tribunal under section 42 of the Human Rights Code to obtain approval for a special program that would serve to attract and retain Aboriginal employees.
- PSEA and FPSE will assist the Employers and the local faculty association/union as requested in the application for and implementation of a special program consistent with this Letter of Understanding

LETTER OF UNDERSTANDING 2

MEDICAL SERVICES PLAN OF BC

The parties recognize that the method of funding MSP has been changed from an individually paid premium system to a system funded by an employer paid payroll tax.

If the government, at any time in the future, reverts to an individually paid premium system for basic medical insurance, the parties agree that the employer will pay 100% of the premium for employees on the same basis as exists in the 2014 – 2019 collective agreement.

LETTER OF UNDERSTANDING 3

EXPEDITED ARBITRATION

Re: Expedited Arbitration

Effective the date of ratification, the parties agree that the following expedited arbitration process will be used for the resolution of grievances:

1. Expedited Arbitrations

Where a difference arises at an institution relating to the interpretation, application or administration of a local agreement, including where an allegation is made that a term or condition of a local agreement has been violated, either of the local parties may, after exhausting the steps of the grievance procedure under the local agreement, notify the other local party within ten (10) calendar days of receipt of the last grievance step reply, of its desire to arbitrate and to submit the difference or allegation to expedited arbitration before a single arbitrator.

2. Issues for Expedited Arbitration

- (a) All grievances except those relating to the following shall be resolved by expedited arbitration:
 - i. Dismissals;
 - ii. Suspensions in excess of five (5) working days;
 - iii. Policy grievances;
 - iv. Grievances requiring substantial interpretation of a provision of the collective agreement;
 - v. Grievances requiring the presentation of extrinsic evidence;
 - vi. Grievances where a local party intends to raise a preliminary objection;
 - vii. Grievances arising from the duty to accommodate; and
 - viii. Grievances arising from the interpretation, application and administration of the Common Agreement, including but not limited to, the application of Article 13.1 of the Common Agreement.
- (b) Those grievances not suitable for resolution at expedited arbitration, as listed under section 2 (a) above, may be referred to arbitration under the provisions of the local agreement.
- (c) By mutual agreement, a grievance falling into any of the categories as listed under section 2 (a) above, may be placed into the expedited arbitration process.

3. Expedited Arbitrators

The following arbitrators shall be selected on the basis of the person who is available to hear the grievance within thirty (30) calendar days of appointment, on a rotating basis. It is understood that the same arbitrator will not be selected to hear consecutive grievances except by mutual agreement by the parties.

- Kate Young
- Colin Taylor
- John Hall
- Mark Brown
- Marguerite Jackson
- Joan Gordon

If none of the listed arbitrators is available to hear the grievance within thirty (30) calendar days, the local parties shall agree to another arbitrator within thirty (30) calendar days.

4. Process

As the process is intended to be expedited, lawyers shall not be retained to represent either local party. This does not preclude either local party from using staff who may be lawyers.

5. Agreed Statement of Facts

The local parties shall develop an agreed statement of facts and shall exchange reliance documents prior to the hearing. Disclosure of relevant or potentially relevant documents is a mutual and ongoing obligation before and during the particular hearing.

6. Written Submission

By mutual agreement, written submissions may be used in place of a hearing. Submissions shall be in standard format and will not be more than ten (10) pages long.

7. Procedure

All presentations shall be short and concise and are to include a comprehensive opening statement. The local parties shall make limited use of authorities during their presentations.

8. Mediation

- a) Prior to rendering a decision, the arbitrator may assist the local parties in mediating a resolution to the grievance.
- b) Where mediation fails or is not appropriate in the opinion of the arbitrator, a decision shall be rendered as contemplated herein.

9. Issuance of Decision

The decision of the arbitrator is to be completed and mailed to the local parties within three (3) working days of the hearing.

10. Status of the Decision

- a) All decisions, including mediated settlements, under this expedited arbitration process are limited in application to the particular dispute and are without prejudice. The decisions shall have no precedential value and shall not be referred to in any subsequent proceeding. The expedited arbitrators shall include statements to this effect at the beginning of their decision.
- b) All settlements of proposed expedited arbitration cases made prior to an expedited hearing are also without prejudice and have no precedential value.
- c) The decision or award, including mediated settlements, is final, binding, and conclusive. It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.
- d) Should the local parties disagree as to the meaning of the decision or award, including mediated settlements, either party may request that the arbitrator clarify the decision.

11. Costs

- a) The local parties shall equally share in the costs of the fees and expenses of the expedited arbitrator.
- b) Hearings shall be conducted at the institution or at the offices of the local union where possible to minimize costs.

12. Authority of Arbitrator

The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions under the *Labour Relations Code*.

LETTER OF UNDERSTANDING 4

WORKING COMMITTEE ON SECONDARY SCALES

1. Committee Mandate

The Employer and the Union agree to participate in a joint committee (the “Committee”), with a mandate to:

- Quantify the costs that would be required in order to transition the base pay for employees included in this letter of understanding for each local from the applicable secondary salary scales to the Provincial Salary Scale as appropriate subject to the parameters described below.

2. Application

This LOU will apply to non-regular faculty employees whose pay:

- a. Is determined according to a local salary scale other than the Provincial Salary Scale, or
- b. is differentiated from regular faculty employees due to limits on progression up the salary scale that do not apply to regular faculty employees, or
- c. is differentiated from regular faculty employees due to limits on initial placement on the salary scale that do not apply to regular faculty employees, or
- d. is differentiated from that paid to regular faculty employees through reduction formulas applied to the Provincial Salary Scale that do not apply to regular employees.

3. Exceptions and Additions

This letter of understanding shall not apply to classifications of non-regular faculty employees in the bargaining unit who do not perform work normally done by regular faculty bargaining unit members, as defined by the collective agreement. (For example, substitutes, continuing education instructors, and instructional/faculty assistants). Additionally, qualification-based differences in pay are excluded from the scope of this committee work.

In addition to non-regular employees, this letter of understanding shall apply to the following regular employee groups only:

- i. Selkirk College: Regular faculty being paid according to on-line courses (LOU #7).
- ii. Any other regular faculty groups that the parties mutually agree.

4. Definition and Formula – Base Pay

This formula calculates base pay for non-regular employees included in this LOU.

This formula sets a standard to be used by the committee for calculating base pay for non-regular faculty employees who perform work normally done by regular faculty bargaining unit members, as defined by the collective agreement during the same time period of their work assignment. For those institutions that have a different pay structure in their local collective agreement for non-regular employees, the pay calculated using the following formula will be converted on the same/equivalent basis to their local pay structure for non-regular employees. (i.e. hourly, per course, weighted hourly, etc.).

Base Pay Formula and Conditions:

- a) The standard for base pay is calculated by the following formula:

$$\frac{S \cdot D \cdot P}{Y} \quad \text{where:}$$

- S** is the full-time annual salary on the appropriate step of the grid, as per local collective agreement placement provisions.
- D** is the number of days in the appointment period.
- P** is the percentage of full-time work during the appointment period.
- Y** is two hundred and sixty-one (261) days, which is the number of working days in one year. This is calculated based on three hundred and sixty-five (365) days per year divided by seven (7) days per week and multiplied by five (5) working days per week.

Examples:

Standard Appointment:

A 16-week appointment at 25% of full-time work at step 6 salary would be $\$72,340 \times 80 \text{ days} \times 0.25$ divided by 261 = \$5,543.30

Compressed Appointment:

The same work performed in a compressed format over an 8 week appointment would result in 50% of full-time work for 40 days: $\$72,340 \times 40 \text{ days} \times 0.50$ divided by 261 = \$5,543.30

- b) For clarity, base pay does not include lieu payments, such as vacation and/or benefits. These additional lieu payments, if applicable to non-regular employees in the local collective agreement, would be added to the base pay to formulate the non-regular employee's total compensation related to the term of the work assignment.
- c) The cost to transition an employee from the applicable secondary salary scales to the Provincial Salary Scale will be defined as the difference between the base pay the employee is paid using the secondary scale for the term of their work assignment and the amount the employee would be paid according to the above formula.

5. Costing Criteria:

- a) The Parties will use an average of the most recent 3 years of HRDB data (April 1, 2016 – March 31, 2019) for costing purposes. Where the data is not available in the HRDB data, the parties will use data from the institution's historic records using the same 3 year period. Where the institution does not use an April 1 – March 31 year, the records used will be those that most closely fit that time period.
- b) Normal rounding principles will apply. If rounding to the nearest dollar, less than .5 dollars will be rounded down to the nearest lower whole dollar and .5 dollars or more will be rounded to the nearest higher whole dollar. If rounding to the nearest cent, less than .5 cents will be rounded down to the nearest lower whole cent and .5 cents or more will be rounded to the nearest higher whole cent.

6. Committee Composition

The Committee shall be equally represented and shall consist of:

- Four (4) Employer Representatives, two (2) of which will be from PSEA; and

- Four (4) Union Representatives.

Costs for leaves and expenses to be borne by each party.

7. Timelines

The work of the Committee will conclude no later than March 31, 2022. This information shall be provided by the Committee to each party's respective principals and may be brought forward by either party in the next round of collective bargaining.

Common Agreement Negotiating Committees

2019-2022

For the Employers:

Michael Madill, Spokesperson, Post-Secondary Employers' Association (PSEA)
Barb Severyn, Camosun College
Brian Bonia, Coast Mountain College
Fred Alaggia, College of New Caledonia
Gary Leier, College of the Rockies
Ken Crewe, North Island College
Linda Heska, Okanagan College
David Feldman, Selkirk College

For the Unions:

Bob Davis, Co-Chair, FPSE
Leslie Molnar, Co-Chair, FPSE
Lesley Burke O'Flynn, Spokesperson, FPSE Staff

Representatives of Participating Unions

Kelly Pitman, CCFA, FPSE Local 12
Sheree Ronaasen, AWU/CUPE 2409, FPSE Local 11
Jan Mastromatteo, FACNC, FPSE Local 3
Ben Heyde, CORFA, FPSE Local 6
Janis Almond, NICFA, FPSE Local 16
Bob Groves, OCFA, FPSE Local 9
Victor Villa, SCFA, FPSE Local 10