

Collective Agreement

BETWEEN

Nicola Valley Institute of Technology
(herein after called "NVIT" or the "Employer")

AND

The Nicola Valley Institute of Technology
Employees' Association
(herein after called the "Union" or "NVITEA")

WHEREAS NVIT is an Employer within the meaning of the
Labour Relations Code of British Columbia; and

WHEREAS the Union is the authorized bargaining agent for the employees
of Nicola Valley Institute of Technology covered by the BC Labour
Relations Board Certification,

*THEREFORE it is agreed that for the term of
April 1, 2022 to March 31, 2025:*

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Article 1 Parties to, Purposes of, the Agreement

1.1 Commitment of Parties

The parties to this Agreement, the Employer and the Union:

- 1.1.1 Desire to set forth and establish the terms and conditions of employment so that efficient operations and harmonious relationships may be maintained between the Employer and the Union to the benefit of both parties.
- 1.1.2 Endeavour to ensure that all employees are treated with dignity and respect.
- 1.1.3 Agree to settle differences, which may arise, in a peaceful and amicable manner.
- 1.1.4 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.

1.2 Uniqueness

- 1.2.1 The parties agree and recognize that Nicola Valley Institute of Technology is a unique Indigenous post secondary institution that has a preference for hiring Indigenous employees, teaching Indigenous curriculum, and maintaining Indigenous culture, values and traditions.
- 1.2.2 The parties further agree that wherever possible, language in the Collective Agreement will reflect the uniqueness and those values.
- 1.2.3 The parties also agree to create an environment that respects the dignity, rights, cultures, and beliefs of all people, and to strive for balance and harmony in all our activities with each other.

Article 2 Collegial Model

- 2.1 The Employer and the Union agree to support a collegial model whereby the Employer and the Union work to serve the best interest of NVIT, as guided by the Colleges and Institutes Act.

The institution endorses a collegial working environment whereby bargaining unit employees and management personnel endeavor to work collectively to serve the overall best interest and needs of the institution's community.

Parties will be guided by their four key values as listed below:

NVIT Four Key Values

zəŋ^wzo ŋwt ~k^w ck^wact ~ Strength

q^wəm^wq^wəmt ~q^wam^wq^wamt ~ Balance / beauty

nk^s eytkn ~ nəqsılł ~ The all, people you travel with

sneŋm ~ mayntwix^w ~ Song / our spirit

Article 3 Recognition of Bargaining Agent

- 3.1 The Employer recognizes the Union as a trade union pursuant to the Labour Code of British Columbia with all rights and responsibilities attendant upon such status. More particularly, The Employer recognizes the Union as the exclusive Bargaining Agent for all members of the bargaining unit.

Article 4 Impact of Legislation: Existing and Future

- 4.1 In the event that any current or future applicable Provincial or Federal legislation or regulation renders null and void or materially alters any provision of this Agreement, the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered. All other provisions of this Agreement shall remain in full force and effect.

Article 5 Management Rights

- 5.1 The management and direction of the Employer's operations, including the right to hire, promote, layoff and direct employees, to determine qualifications and criteria in hiring; to set standards for work and class schedules; to discipline, suspend, and dismiss for proper cause is vested exclusively with the Employer, subject to the terms and conditions of the Collective Agreement, and applicable legislation.
- 5.2 The exercise of management's rights shall be done reasonably and fairly.

Article 6 Union Recognition

6.1 Union Security

- 6.1.1 All new employees covered under the bargaining unit shall, as a condition of employment, become and remain members in good standing of the

Union.

6.1.2 All employees within the bargaining unit who are already members of the Union shall, as a condition of employment, remain members in good standing of the Union.

6.1.3 Notwithstanding anything contained in this Article, The Employer shall not be required to discharge any employee to whom membership in the Union has been denied or terminated on some ground other than the refusal of such employee to tender the dues uniformly required in order to acquire or maintain membership in the Union, unless the Employer agrees that the grounds upon which the Union refused or terminated such employee's membership are valid to justify their discharge by the Employer.

6.2 Dues

6.2.1 For all employees covered under the bargaining unit, the Employer agrees to uphold the compulsory requirement for employees to pay Union dues as a condition of employment.

6.2.2 The Employer agrees to deduct from all employees in the bargaining unit, the monthly amount as determined by the Union, spread over the frequency of the monthly pay periods, and to deduct any other assessed charges as determined by the Union. This sum will be transmitted to the Union on a monthly basis with a list of employees from whom deductions were made in that pay period, and with the amounts deducted from each employee.

6.2.3 Before the Employer is obliged to deduct any amount, the secretary or president of the Union must advise the Manager, Human Resources' office in writing, by copy of a resolution passed at a general meeting of the Union, of the amount of its regular dues or other assessed charges. The amount so advised shall continue to be the amount to be deducted until changed by further written notice and resolution of the Union signed by the secretary or president of the Union.

6.2.4 Union dues will not be deducted from severance payments made to bargaining unit employees.

6.3 Appointment of Union Executive

The Union agrees to advise the Employer of the names of the stewards and Union Executive and the changes as they occur.

6.4 Time Off for Grievance Meetings

Absence from duties shall be permitted for stewards who may be required to attend to the processing of grievances, including meetings with the grievor and the Employer, provided that permission is received in advance from the appropriate senior manager. Such permission shall not be unreasonably withheld. Time spent during an employee's normal working hours in the processing of grievances shall be considered time worked. Such time, as well as additional time spent in such activities shall not qualify for overtime remuneration. These provisions apply only to those employees who have been identified in writing as stewards.

- 6.5 Within 60 days of execution of the Collective Agreement, the Employer shall provide an electronic copy to the NVITEA and will post the agreement on the NVIT website.
- 6.6 A list of all courses taught, the location of the course, and the instructor teaching the course will be provided to the Union each term.
- 6.7 When a new collective agreement is being negotiated at the local level, the parties will make every effort to schedule negotiation meetings to minimize such scheduling conflicts while maintaining reasonable frequency of bargaining sessions.

The Employer will provide paid release for up to four Union bargaining team members, of which at least one must be a support staff. Bargaining committee members making use of the release shall be identified to the Employer prior to commencement of bargaining. Faculty may be released at any time except during their scheduled classes.

Article 7 Bargaining Unit Description

7.1 The bargaining unit description for employees in this unit is the continuing and term employees of Nicola Valley Institute of Technology primarily involved in teaching, counselling, library services and/or providing support services at and from the Institute.

7.2 At the signing of this Agreement, the positions excluded from the bargaining unit are:

- President
- Vice President, Academic
- Vice President, Students
- Chief Financial Officer
- Dean
- Associate Dean
- Director of Finance
- Manager, Finance & Ancillary Services
- Finance Advisor
- Librarian
- Manager, Institutional Reporting & Colleague Administrator
- *Student Transitions Advisor
- Director, IT
- Manager, Facilities
- Manager, Human Resources
- Human Resources Advisor
- Manager, Success Centre
- Registrar
- Associate Registrar, Recruitment to Learner
- Associate Registrar, Learner to Graduate
- Manager, Marketing Events & Communications
- Director, Community Education
- *Manager, Co-Op
- Manager, Academic Integrity
- Executive Assistant to VP Students
- Executive Assistant to Chief Financial Officer
- Human Resources Officer
- Executive Assistant to the President and Board
- Executive Assistant to VP Academic
- Executive Assistant to Academic Office

7.3 The parties agree that should the Employer want to add additional positions to the above list, the Employer will advise the Union by providing them a copy of the posting. Should the Union disagree with the addition, the Union will inform the Manger, Human Resources in writing prior to the closing date. Failure to inform the Employer within the posting period will be deemed to be agreement by

acquiescence. In the event that the parties cannot mutually agree, the Union may take recourse as provided under the BC Labour Relations Code.

- 7.4 All members of the NVIT Elders' Council are exempt from the bargaining unit and are not considered part of management.

*Subject to LOU 6.

Article 8 Employee Status

8.1 Definitions

- 8.1.1 Continuing employee - is an employee, either faculty or staff, who works either full time or part time and whose work is ongoing and continuous and without a specified end date.
- 8.1.2 Term employee - is an employee, either faculty or staff, who works either full or part-time, and whose term of employment has a defined beginning and end date.
- 8.1.3 Term employees who are hired under any skill development (non faculty) type of funding are not members of the bargaining unit. If the position receives on-going funding from operations, it is deemed bargaining work.
- 8.1.4 Casual employee - is an individual who works for brief periods not exceeding thirty (30) continuous working days, usually to assist in periods of work overloads, temporary vacancies or to replace continuing or term employees who have been granted leave under this Agreement. A casual employee becomes a term employee once they exceed thirty (30) continuous working days.
- 8.1.5 Faculty may only be hired as a casual employees to do bargaining unit work in the following instances:
1. in a short term substitution capacity for an existing faculty member,
 2. on a short term basis with a duration of 4 days or less, or
 3. on a short term basis with a duration of more than 4 days and with agreement from the Union.
- 8.1.6 Students - are individuals currently enrolled in a post secondary institution and who from time to time are hired in the capacity of lab assistants, tutors, markers, library monitors, computer lab monitors, and other like positions, and shall not be deemed members of the bargaining unit or covered by the terms and conditions of this Agreement.

8.2 Non-Bargaining Unit Employees/Bargaining Unit Work

Administrators shall not perform the work assigned to bargaining unit employees where that work becomes the majority of the administrator's work. As a part of their regular duties, administrators shall not instruct more than one bargaining unit course per semester to a maximum of two bargaining unit courses per academic year. Administrators shall be required to meet the educational credential required to teach the course. Administrators who are assigned instructional work as part of their normal workload shall not receive additional compensation for that work if it is normally assigned to bargaining unit employees.

8.3 Faculty Contractors

Individuals who are contractors, as defined by Canada Revenue Agency, are not included in the above definitions. They may teach up to one course per semester to a maximum of two bargaining unit courses per academic year and are not included in this bargaining unit.

8.4 Community Education (CE)

Courses taught through CE are not bargaining unit work.

Notwithstanding the generality of the foregoing, courses taught within a 50 km radius through CE that are also being offered through base operations in the current academic year are bargaining unit work and ongoing faculty may be loaded with these courses.

In the event that CE intends to offer a program off site, that is currently being offered onsite through base operations, the Director, Community Education will work collaboratively with the relevant Dean and the Department Chair/Program Coordinator to ensure we maintain academic integrity within the program.

8.5 Continuing Studies

Continuing studies courses which are non-credit and non-transferable are not bargaining unit work.

Article 9 Contracting Out

9.1 The Employer agrees to not contract out any work performed by a member of the bargaining unit that would result in the lay off of any employee.

Article 10 Union-Management Committee

10.1 The Union and the Employer recognize the mutual value of ongoing joint discussions through a Union-Management Committee on matters pertaining to working conditions.

10.2 Composition

10.2.1 The Committee shall be composed of two (2) representatives of the Employer and two (2) representatives of the Union. If possible, at least one (1) of the representatives of the Union and one (1) representative of the Employer will have been members of their respective negotiating committees.

10.2.2 Additional representatives or resource people may attend the meetings from time to time in order to provide information and/or assistance to the Committee.

The Committee shall be chaired on a rotational basis with a member of the Employer's delegation chairing on even numbered years and a member of the Union's delegation chairing on odd numbered years. The chair will be responsible for the preparation and circulation of the agenda, minutes of the meetings, and the arrangement of the meeting rooms.

10.2.3 The Committee shall meet at least once per academic year, or at the request of either party to discuss and make recommendations to their respective principals on, but not limited to such matters as:

- changes to employee benefits,
- position classifications,
- services,
- labour-management relations,
- issues with application or interpretation of parts of this Agreement,
- matters of employer-employee relations arising out of this Agreement,
- recommended amendments or additions to this Agreement whether or not there is an unresolved grievance or collective bargaining is underway,
- operational priorities,
- program performance and student enrollment,
- matters referred to the committee pursuant to the grievance procedure, and
- policy matters under consideration by the Employer.

- 10.2.4 The Committee shall not have the authority to bind either party to this Agreement, or any agreement, but it may make recommendations to the parties' principals.

Article 11 Professional Development Service and Funds

11.1 General

- 11.1.1 It is mutually agreed that professional development is in the interests of both parties for the purpose of assisting both continuing support staff and faculty employees to upgrade present skills and knowledge, adapt to new work methods and procedures, and prepare for career advancement within NVIT and the post secondary system.
- 11.1.2 Professional development for purposes of this agreement is for the maintenance and development of the faculty member's professional competence and effectiveness. The purpose is to assist faculty to remain current and active in their discipline and program.
- 11.1.3 Professional development for support staff is intended to enhance their skills and knowledge.

11.2 Professional Development Service

- 11.2.1 Twenty (20) duty days of Professional Development Service with pay are available each fiscal year for continuing faculty employees with at least one-year continuous employment.

Subject to operational requirements, five (5) duty days of Professional Development Service with pay are available each fiscal year for continuing support staff with at least one-year continuous employment.

- 11.2.2 Professional Development Service with pay, shall be granted by the Employer for the purpose of supporting and assisting employees to upgrade their knowledge and skills for continuing professional responsibilities; to improve the quality, effectiveness and efficiency of programs and services at NVIT, or for career advancement in the post-secondary system.
- 11.2.3 Each employee who has been granted Professional Development Service shall prepare a report of those activities and submit the report to the appropriate Senior Manager and the Joint Professional Development Committee. Employees will then be encouraged by the parties to share their experience in the spirit of shared learning and professional development.
- 11.2.4 The scheduling of Professional Development Service shall be mutually agreed to by the employee and the Employer subject to Article 22, Workload and Hours

of Work.

- 11.2.5 Time taken to attend training or sessions at the request of the Employer shall not be considered as part of the annual Professional Development Service.
- 11.2.6 Employees, individuals, or groups, requesting professional development service time shall submit a written proposal to the appropriate Senior Manager at least one month prior to the commencement of such service. The proposal should set out how the time will be used to the advantage of the employee and to that of the Employer. The Senior Manager shall not unreasonably withhold approval of such leave requests.

11.3 Professional Development Funds

- 11.3.1 The Employer will attempt to budget one percent (1%) of the total salary budget for continuing employees within the bargaining unit to support on-going professional development activities. The Employer shall provide the Union with the balance of the PD funds three months prior to the end of the fiscal year. Any monies remaining in the NVITEA Fund at the end of the fiscal year shall be retained by the Employer.
- 11.3.2 All continuing employees within the bargaining unit with at least six months continuous employment are eligible to apply to the Joint Professional Development Committee, for professional development funds.
- 11.3.3 Where purchase of resources of lasting value is required and approved, the resources will become the property of the Employer.

11.4 Joint Professional Development Committee (JPDC)

- 11.4.1 The administration and allocation of the professional development fund is the responsibility of the Joint Professional Development Committee (JPDC). The JPDC shall determine the criteria and procedures for fund allocation.
- 11.4.2 The JPDC shall consist of three (3) members appointed by the Employer, and three (3) members appointed by and from the Union, one of which shall be a support staff member.
- 11.4.3 Professional development funds for continuing employees shall normally not exceed \$2,000 per person per fiscal year. Group PD shall not normally exceed \$10,000.00.
- 11.4.4 Upon approval by the Joint Professional Development Committee any professional development funds remaining as of March 31st may be used to provide indemnity to eligible employees. Eligible employees are those who

have requested professional development funds in the current fiscal year and who have spent more than the maximum amount allocated to them prior to March 31st. Eligible employees will be required to provide receipts and will be paid equitably from any remaining funds to a maximum amount of \$500.00 each.

- 11.4.5 The JPDC will produce a year end report on the use of professional development activity and the use of funds. The purpose of this report, which shall include costs, shall be to monitor professional development efficiency. This report will be made available to the President of NVIT and to the Union.
- 11.4.6 Upon request, the Employer shall provide to the Union an accounting for all professional development expenditures.

11.5 Faculty Professional Development Fund

11.5.1 Purpose

The purpose of the Common Faculty Professional Development Fund ("the Faculty Fund") is to support 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.

11.5.2 Process

The parties agree to administer PD funds as follows:

1. The Employer will budget .6% of faculty salary per fiscal year to a PD Fund to support various types of professional development for faculty. (Called "Faculty Fund"). Any monies remaining in the Faculty Fund at the end of the fiscal year shall be retained by the Employer.
2. This fund will be held in a separate account from the NVIT PD fund budgeted as per Article 11.2.1 (Called "NVITEA Fund").
3. When NVIT faculty apply for, and are approved to receive professional development funds through the Joint Professional Development Committee (JPDC), the payment will be drawn equally from the two funds outlined in #1 & #2 above. For example: a PD payment of \$500.00 would result in \$250.00 being charged to both accounts.
4. If support staff members apply for PD funds and there is no balance in the NVITEA Fund but a balance remains in the Faculty Fund, the JPDC can review the accounts to determine if more than 50% of any previously approved faculty requests should be deducted from the Faculty fund to provide funds for support staff.

5. If faculty members apply for PD funds and there is no balance in the Faculty Fund but a balance remains in the NVITEA Fund the JPDC can approve 100% payment from the NVITEA Fund.
6. Balances remaining in either fund at fiscal year end can be utilized to pay indemnity payments as per Article 11.4.4, however only indemnity payments to faculty will come from the Faculty Fund.

Article 12 Technological Change

12.1 Definition and Notice

- 12.1.1 For the purposes of this Agreement, technological change means changes introduced by the Employer in the manner, method, or procedure in which it carries out educational operations and services as a result of a change in equipment or material where such technological change significantly affects the terms and conditions of the Collective Agreement or security of employment of employees in the bargaining unit.
- 12.1.2 When the Employer intends to introduce technological change it shall notify the Union in writing of its intention at least three (3) months in advance, and to update the information provided as new developments arise and modifications are made.
- 12.1.3 The notice given shall contain the following information:
 - the nature of the technological change,
 - the date on which the Employer proposes to effect the change, and
 - the approximate number and type of employees likely to be affected by the change.
- 12.1.4 Where the Employer has notified the Union of its intention to introduce technological change, the parties will meet within thirty (30) calendar days to commence discussions about impacts on employees.

12.2 Retraining / Job Security

- 12.2.1 Employees becoming redundant due to technological change as defined above shall be retrained to qualify for a new position or an existing vacant position, if retraining for such position shall be accomplished within three (3) months. By mutual agreement, the time may be extended.

Prior to the expiry of the 3 months' notice period, the employee may take the option of receiving severance pay as described below.

- 12.2.2 Cost of the retraining shall be the responsibility of the Employer.
- 12.2.3 In the event that the Employer cannot retrain an employee, or if the employee elects, the affected employee shall receive one (1) month's severance pay for the first five (5) years of service and one (1) additional month's pay for every full year of service thereafter, up to a maximum of six months' pay.
- 12.3 The election made under this Article must be forwarded in writing to the Manager, Human Resources and to the Union. Any employee not exercising this election within the given time limit shall be deemed to have elected severance pay.

Article 13 Personnel File

- 13.1 The Employer shall maintain a personnel file for each employee that shall contain documents pertaining to the employee. An employee may review their personnel file upon written request to the Manager, Human Resources or designate. The Manager, Human Resources or designate will then arrange, within a reasonable period of time but no more than two (2) work days, to review the employee's personnel file with the employee at a time convenient to the employee and the Manger, Human Resources or designate and the Employer.
- 13.2 An employee's personnel file will not be opened to unauthorized personnel, except with written permission of the employee. Unauthorized personnel shall be defined as all except the employee, President, relevant senior administrator, Manager, Human Resources or designate, or a person with a court order.
- 13.3 The employee may respond in writing to any document and such reply shall become part of the personnel file for the life of the documents.
- 13.4 The contents of the employee personnel file shall be maintained in a confidential manner.
- 13.5 An employee shall receive a copy of any document that is to be placed in the personnel file, which may be the basis of disciplinary action.

Article 14 Discipline, Suspension, Dismissal

This Article provides a formal method for disciplinary procedures. Before any formal disciplinary measures are taken, the Employer will take all reasonable steps to resolve the issue with the employee.

- 14.1 No employee shall be disciplined, suspended, or discharged except for just cause and only on the written authority of the President.
- 14.2 Progressive discipline steps shall be initiated for inappropriate conduct as warranted. The means of discipline, in order of increasing severity, are but not limited to:
- verbal warning
 - written warning
 - written censure or letter of reprimand
 - trial periods
 - suspension
 - dismissal

One or more of the disciplinary steps may be applied in any given disciplinary case.

After a period of twenty-four (24) months during which no further discipline have been recorded, all discipline in an employee's personnel record shall be removed.

- 14.3 At any meeting between an employee and a representative of the Employer, which is disciplinary, the employee has the right to be accompanied by the Chief Shop Steward and/or a Union appointed designate.
- 14.4 An employee shall be notified verbally of the reasons for any disciplinary action at the time the discipline is imposed. The disciplinary action shall be confirmed in writing within five (5) working days and shall include the reasons and the substance of every allegation against an employee. When an employee is suspended or dismissed, the Union shall receive a copy of the reasons provided to the employee.
- 14.5 An employee considered by the Employees' Association to be wrongfully or unjustly disciplined, suspended, or dismissed shall be entitled to recourse under Article 15, Grievance Procedure.

Article 15 Grievance Procedure & Arbitration

- 15.1 It is the intent of this Article to provide the parties with a procedure whereby differences and disputes as to the interpretation of any of the articles in this Agreement will be resolved without work stoppage.
- 15.2 A grievance is defined as any difference arising between the parties bound by this Agreement concerning the interpretation, application, operation, or any alleged violation of a provision of this Agreement, including any question as to whether any matter is arbitrable.

15.3 Every effort shall be made to resolve problems through the Union-Management Committee before using the formal process. This informal resolution process will not affect the timelines of the formal process. The affected employee may alternatively request a meeting with the appropriate supervisor in an attempt to discuss and resolve the issue before a grievance is initiated. Evidence of the use of this informal process shall be provided to the Union President and the Manager, Human Resources.

15.4 All formal grievances filed on behalf of employees must be initiated by the Union.

15.5 Except where specifically provided by other provisions of this Agreement, all grievances will commence at Step One. Thereafter, the subsequent steps will be followed sequentially unless a grievance is resolved, withdrawn, or otherwise disposed of, or unless the parties otherwise specifically agree to handle a particular grievance in a different manner.

15.6 Step One

15.6.1 In the first step of the grievance procedure, the Shop Steward shall file a grievance with Human Resources. Upon receipt of the grievance, a meeting of the parties will occur within ten (10) working days of the alleged violation. A decision shall be rendered within forty-eight (48) hours.

A sincere effort shall be made to resolve the matter at this stage.

15.6.2 Step One will end in one of the following ways:

- the dispute is resolved,
- the dispute is not resolved and the Union submits the grievance in writing to Step Two of the grievance procedure, or
- the Union decides not to pursue the grievance any further.

15.6.3 In the event of a grievance involving the dismissal or suspension of an employee, Step One may be omitted, and the grievance will commence at Step Two within ten (10) working days of the written notification to the employee of suspension or dismissal.

15.7 Step Two

15.7.1 Failing a satisfactory settlement at Step One, the Shop Steward will, within five (5) working days of the Step One decision, submit the alleged grievance in writing to the appropriate excluded supervisor, with a copy to the Manager, Human Resources, identifying the Article, violation, and resolution sought. A decision is to be rendered in writing within ten (10) working days.

Where no additional information is available or provided, and where the parties mutually agree, Step Two may be skipped, and the grievance may be filed at Step Three.

15.8 Step Three

- 15.8.1 Failing a satisfactory settlement at Step Two, the Union may initiate a meeting within five (5) working days of the Employer's Step Two response between the grievor, the Steward, and the Employer representatives. The Employer representatives must include the Manager, Human Resources, and may include other senior administrators, excluded supervisors and/or Elders. A written decision is to be rendered by the Employer, within five (5) working days. The Union may also include at this meeting the FPSE representative.

Where no settlement is reached in the first three steps of the grievance process, and in advance of either party providing notice to submit the grievance to mediation or arbitration, the Union-Management Committee will convene for a final attempt at a settlement.

15.9 Step Four (Mediation)

- 15.9.1 Failing a satisfactory settlement at Step Three, either party may notify the other party in writing within five (5) working days of the Employer's Step Three response, of its desire to submit the differences to mediation.
- 15.9.2 Within a further five (5) working days of the notice to proceed to mediation, the parties shall mutually agree upon an impartial mediator, or may request the appointment of a Settlement Officer by the Collective Agreement Arbitration Bureau.
- 15.9.3 The mediator shall begin proceedings within twenty-eight (28) days of being appointed.
- 15.9.4 The mediator shall endeavour to assist the parties to settle the grievance by mediation. The mediator shall not interpret the Collective Agreement, instruct the parties on action to take, or determine a decision on the alleged violation, unless the parties mutually agree to do so. The discussions in mediation are held "without prejudice" and cannot be disclosed.
- 15.9.5 If the parties are unable to settle the difference, either party may end mediation by written notice to the mediator and the other party.
- 15.9.6 Any expenses and compensation of the mediator shall be shared equally between the parties.

- 15.9.7 Where the parties mutually agree, Step Four Mediation may be omitted, and the grievance may advance directly to Step Five Arbitration.

15.10 Step Five (Arbitration)

- 15.10.1 Failing satisfactory settlement at Step Four mediation, or where the parties have agreed to omit mediation, the grievance may be submitted within ten (10) days by either party to binding arbitration. The parties shall endeavour to agree on a sole arbitrator.
- 15.10.2 In the event that mutual agreement cannot be reached, either party may, within five (5) working days of the written notice to the other party, request the Labour Relations Board to appoint an arbitrator.
- 15.10.3 It is distinctly understood that an arbitrator is not vested with the power to change, modify, or alter any provisions of this Agreement. The arbitrator shall only have the authority to apply, or to determine compliance with, the provisions of this Agreement.
- 15.10.4 The decision arrived at by the arbitrator shall be final and binding on the parties.
- 15.10.5 Each party shall pay the expenses incurred in connection with preparation and presentation of its own case to the arbitrator. The parties shall share equally the expenses of the arbitrator.

15.11 Abandonment of Grievance

- 15.11.1 If an unresolved grievance is not advanced to the next stage within the specified time limits, the grievance shall be deemed to have been abandoned, without precedent or prejudice.

15.12 Policy Grievance

- 15.12.1 Should either the Employer or the Union have reason to grieve the actions of the other, or the provisions of this Collective Agreement, then they shall do so within 60 days of the alleged violation. The grievance shall be submitted as a Policy Grievance and the following initiating procedures shall be undertaken:

If the Union wishes to grieve then they will submit the grievance directly to the President, with a copy to the Manager, Human Resources.

- If the Employer wishes to grieve then they will submit the grievance directly to the President of the Union, with a copy to the Chief Shop Steward.

15.12.2 The following process will apply:

- 15.12.2.1 Every effort shall be made to resolve the policy grievance through the Union-Management Committee before using the formal process. This informal resolution process will not affect the timelines of the formal process. A meeting with the parties concerned will occur within ten (10) working days of receipt of the grievance and a written response will be provided within a further ten (10) working days.
- 15.12.2.2 If the written response is not to the satisfaction of the aggrieved party, then the grievance may be advanced to Step Four (Mediation) or Step Five (Arbitration). Notice of intent to advance to either mediation or arbitration will be in writing to the other party within fifteen (15) working days of the date of the written response.
- 15.12.2.3 Within a further thirty (30) working days of the notice to proceed to mediation or arbitration, the parties shall mutually agree upon a mediator or arbitrator, or may request the appointment of a Settlement Officer by the Collective Agreement Arbitration Bureau.
- 15.12.2.4 Each party shall pay the expenses incurred in connection with preparation and presentation of its own case to the arbitrator. The parties shall share equally the expenses of the arbitrator.

Article 16 Job Postings & Vacancies

16.1 Posting

Notices of bargaining unit vacancies shall be dated and posted on a designated bulletin board, circulated via staff email to the Union executive, and posted on the NVIT website for a minimum of ten (10) working days. Employees wishing to apply for the vacancy shall submit a resume within the time period as described in the posting.

- 16.1.1 The job posting will contain the title for the position and a brief description of the duties, qualifications, skills, ability and experience required, as well as the salary. The posting will also indicate whether the position is continuing, or term, the resume review date, the expected start date, and any other pertinent information.

- 16.1.2 Qualified employees who are on a continuing appointment and who apply for a posted position may be granted an interview. The Employer will offer the position to the most suitable candidate so long as that person meets the qualifications required.
- 16.1.3 The BC Human Rights Code permits the Employer to prefer persons of Indigenous ancestry in hiring and promotion. The Employer is committed to hiring and promoting suitably qualified Indigenous people.
- 16.1.4 A posting is not required when:
1. An immediate need for a term employee is identified due to circumstances beyond the control of the Employer, and
 2. the Union consents.

The consent of the Union will not be unreasonably withheld.

16.2 Selection Committee

16.2.1 Time Limit

A Selection Committee shall be struck within ten (10) working days of notice or information that a vacancy will occur.

16.2.2 Composition

16.2.2.1 Faculty

The Selection Committee shall normally have equal representation from Management and Union. The Union representatives shall consist of the Department Chair and faculty within a program/program grouping appointed by the Union. The Union maintains the right to substitute Union members due to lack of availability of department faculty.

16.2.2.2 Staff

The Selection Committee shall normally have equal representation from Management and Union. The Union representatives shall consist of support staff members that are familiar with the position, appointed by the Union. The Union maintains the right to substitute Union members due to lack of availability of support staff.

16.2.2.3 Academic and Non-Academic Managers

With respect to selection committees for excluded managers, the Employer will continue its practice of inviting participation of a representative or representatives selected by the Union.

- 16.2.3 The selection committee will meet to set the agenda, review applications and shortlist, determine questions to be asked during interviews, identify presentations to be made, and skills or features to be identified.
- 16.2.4 Other representatives that may be invited to sit on the selection committee may include a senior administrator, and/or other employees who are familiar with the vacant position. An Elder may also sit on the selection committee as a non-voting participant. The selection process shall not be impeded as a result of the lack of availability of individuals on the selection committee.
- 16.2.5 All time involved in the selection process shall be without loss of pay. The Selection Committee shall interview applicants for the vacant position taking into consideration the qualifications and experience demanded by the advertisement. The Selection Committee shall make their recommendation to the President. The President, or the President's delegate, makes the final decision on whether to make a job offer. These decisions shall not be grieved by the Union. The Selection Committee shall ensure that all applications are treated in a fair and equitable manner.

Article 17 Probation

17.1 Probation Period

All employees appointed to a continuing position must satisfactorily complete a probationary period.

- 17.1.1 For faculty positions, both teaching and non teaching, the period will be the equivalent of working 12 months' full time. No faculty shall serve a probationary period greater than twenty four (24) calendar months.
- 17.1.2 The probationary period for support staff placed at Group 1, 2, or 3 on the support staff scale shall be the equivalent of full time work for six (6) months.
- The probationary period for support staff placed at Group 4 or higher on the support staff scale shall be the equivalent of full time work for twelve (12) months.
- No support staff shall serve a probationary period greater than twice the length of the original probationary period.
- 17.1.3 Any leave from the position for a period greater than twenty (20) days may, at the Employer's discretion, extend the probationary period by the equivalent length of that leave.

- 17.1.4 Where an employee is hired in a term position, and subsequently gets hired into the same position as an ongoing employee, the time served as a term employee and the probationary period in the new position will not exceed 1.5x's the normal probation period as specified above.

17.2 Probation Evaluation and Assessment

- 17.2.1 Employee performance shall be monitored during the course of the probation period. Employees may be terminated for unsuitability where the employee's performance has been measured against reasonable standards and the employee has been advised of these standards and the performance expectations.

- 17.2.2 In the event of the need to end a term agreement in advance of its end date, agreements with one year or less in duration will be provided two weeks notice and/or two weeks pay, and term agreements with a duration of longer than one year will be provided one month's notice and/or one month's pay.

Term employees may be subject to assessment during the course of their term and may be terminated if their performance is deemed unsuitable. Term employees' performance will be measured against the same standards of performance as continuing employees.

Article 18 Trial Periods

- 18.1 At any time during a continuing appointment, if there is cause for concern about an employee's performance as a result of unfavourable evaluation reports or other just cause, the employee may be placed on a trial period not exceeding six months for staff, and two teaching semesters for faculty.

- 18.2 At the time of notification of placement on a trial period, the Employer shall provide written notice to the employee of the performance issues, the length of the trial period, the trial period interim evaluation date (pursuant to Article 18.3) and identify performance expectations. As such, the employee and appropriate exempt supervisor shall develop a written plan of action outlining the steps needed to address the area(s) of concern and/or actions needed to remedy the situation. Such a plan must be in writing, signed by both the employee and Employer.

- 18.3 Half way through the trial period, the exempt supervisor shall conduct an evaluation with the employee to provide feedback on progress and an interim assessment.

- 18.4 Upon successful completion of the trial period, the employee shall return to a continuing appointment without term.
- 18.5 If the trial period is not completed successfully termination will occur as per Article 14, Discipline, Suspension, Dismissal. By mutual agreement between the employee and Employer, a second trial period (not exceeding the time allowed in the first trial period) is considered an appropriate alternative to termination.
- 18.6 There shall be no more than one (1) trial period in succession, except as provided for in 18.5 above.
- 18.7 There shall be no more than two (2) trial periods within any two (2) year period.
- 18.8 An employee has the right to dispute the Employer's decision to terminate their employment after the trial period and may file a grievance at Step Three of the grievance procedure.

Article 19 Department Chair/Program Coordinators

- 19.1 The position of Department Chair and Program Coordinator is defined as a faculty member who is given release time to perform departmental duties as defined by the Employer.

The duties and responsibilities of Department Chairs/Program Coordinators include administrative responsibilities for which they report to the Dean on behalf of the program. Department Chairs/Program Coordinators perform a liaison function between the faculty of the program and the Dean in such matters that concern program delivery. In addition to instructional duties, a department chair or program coordinator's duties may include, but are not limited to, the following:

- Coordination and administration of an instructional program(s);
 - Support and assist faculty in an instructional program(s);
 - Maintenance of required program accreditation;
 - Development of the department's program(s);
 - Maintenance of program-specific facilities and equipment;
 - Interview new hires;
 - Assist with student and instructor issues or concerns;
 - Facilitate faculty meetings;
 - Foster partnership and informal program recruitment;
- 19.2 At the discretion of the Employer, Department Chair/Program Coordinator release will be posted and continuing faculty within the department may apply. Where a program has only one continuing faculty member, a posting is not

required where that faculty member is offered the position and accepts it. Where there is more than one continuing faculty member in a program, an interview process with the Dean and department faculty will be held. The Department Chair/Program Coordinator's appointment is at the discretion of the Dean. Where consensus is not achieved, the Employer reserves the right to assign the release, which would normally be an appointment within the program.

The Employer has a preference for hiring and promoting suitably qualified Indigenous people into the position of Department Chair/Program Coordinator.

- 19.3 Department Chair/Program Coordinator release will normally be for a three (3) year term. Department Chair/Program Coordinator shall normally have no more than two (2) consecutive appointments. Upon expiry of the appointment, the Dean, together with the department, will engage in the process of selecting a new Department Chair/Program Coordinator. Where possible, this process shall normally be completed by July 1 of the last year of the current Department Chair/Program Coordinator's appointment to allow for a period of transition. The new Department Chair/Program Coordinator will normally start on September 1.
- 19.4 Department Chair/Program Coordinators shall not receive additional compensation.
- 19.5 Faculty accepting an appointment as Department Chair/Program Coordinator shall have up to a 50% release from their normal full time workload. This release may vary during the term of the appointment.

Additional release may be provided to the Department Chair/Program Coordinator or continuing faculty within a program, for the coordination of Community Education programming.

Article 20 Seniority

20.1 Continuing Employees

- 20.1.1 The seniority date for full time continuing employees will be established from their first day of hire as a continuing employee, commencing no earlier than May 22, 1998 and be calculated on the basis of completed years (12 months of full time). Part time continuing employees will be calculated pro rata. The seniority of continuing employees shall be based upon total duration of service within the bargaining unit, including vacations and approved paid leaves.
- 20.1.2 All full time continuing employees shall accrue seniority on the anniversary of their date of hire as a full time continuing employee. Part time continuing employees shall accrue seniority on the basis of number of months worked or equivalent at regular pay.

- 20.1.3 A continuing employee shall maintain and accrue seniority during absences due to occupational illness or accidents or injuries, provided that such an employee is receiving benefits from the Workers' Compensation Board as a result of such illnesses, accidents, or injuries.

20.2 Term Employees

- 20.2.1 Term employees shall accrue seniority as term employees for purposes of layoff and recall as described in Article 21.

- 20.2.2 Calculation of Seniority for Term Employees:

20.2.2.1 Term faculty employees accrue seniority based on the number of courses taught (not their section value).

20.2.2.2 Term staff employees and non teaching faculty accrue seniority based on the number of completed months worked at regular pay.

- 20.2.3 When a term employee is appointed to a continuing position, their seniority earned to date shall be lost, and they will begin to accrue seniority as a continuing employee from their date of appointment.

Loss of seniority will occur as a result of any of the following:

- Voluntary resignation,
- Termination,
- Discharged for just and reasonable cause, and
- Loss of recall rights as per Article 21, Layoff and Recall

20.3 Expertise in a Department/Program/Discipline

- 20.3.1 If it becomes necessary to reduce the number of continuing employees in one or more departments/disciplines/program areas, the principle of seniority will be one of the determining factors.

20.3.2 In the event a continuing employee in a department/discipline/ program has been identified for layoff, they may displace an employee with less seniority within their area of expertise providing the employee exercising the right has equal or greater qualifications to perform the work of the employee with less seniority. The employee must give written notice within ten (10) working days of receipt of the layoff notice, of an intention to displace a specific employee with less seniority.

- 20.3.3 If an employee will be laid off, the Employer will notify the Union at least thirty (30) days prior to the date that notice in Article 21.5 must be given.

The Employer may, at its sole discretion, choose to inform the employee during this time, but may not inform the employee before notification to the Union. The parties shall meet and consider all options, in an attempt to avoid the lay off. Some of those options may be, but shall not be limited to, cross functional area appointments.

At the same time as an employee is given layoff notice, an updated seniority list will be provided to the Union.

- 20.3.4 Notwithstanding the above, the Employer reserves the right to favour persons of Indigenous ancestry.
- 20.3.5 If employees change jobs either from a job within the bargaining unit to an excluded position, or from an excluded position to a job in the bargaining unit, their total accumulated seniority shall be maintained.

20.4 Seniority List

The Employer will maintain a seniority list and update it annually in January by posting on the bulletin board and emailing to the Union.

Article 21 Lay-Off

- 21.1 Layoff means an involuntary loss of employment that affects employees as a result of, but not limited to, decreased or insufficient enrolment, elimination of or a reduction of programs, courses, and activities, and/or a shortage of funds.
- 21.2 Where such event(s) occur, the Employer may consider it necessary to reduce the number of employees through layoff.
- 21.3 Given that the Employer maintains the right to favour persons of Indigenous ancestry, seniority is one of the deciding factors governing layoffs and recall after layoff.

21.4 Faculty Layoff

- 21.4.1 If it becomes necessary to reduce the number of faculty employees in one (1) or more departments/disciplines/program areas, the sequence of layoff within each of the functional areas shall be as follows:
- 1) Term and casual faculty employees (Non Indigenous) with less than or equal to six months' seniority.
 - 2) Term and casual faculty employees (Indigenous) with less than or equal to six months' seniority.

- 3) Term and casual faculty employees (Non Indigenous) with more than six months' and less than two years' seniority.
- 4) Term and casual faculty employees (Indigenous) with more than six months' and less than two years' seniority.
- 5) Term and casual faculty employees (Indigenous and Non Indigenous) with two or more years' seniority based on seniority date.
- 6) Probationary continuing faculty employees.
- 7) Continuing faculty employees (Non Indigenous with less than or equal to six months' seniority).
- 8) Continuing faculty employees (Indigenous with less than or equal to six months' seniority).
- 9) Continuing faculty employees (Non Indigenous with more than six months' and less than two years' seniority).
- 10) Continuing faculty employees (Indigenous with more than six months' and less than two years' seniority).
- 11) Continuing faculty employees (Indigenous and Non Indigenous) with two or more year's seniority based on seniority date.

21.4.2 Any references or personnel records pertaining to a continuing faculty who has been laid off under the above Article shall clearly point out the reasons for the layoff.

21.5 Notice

In the event of layoff, a minimum of three (3) months' written notice shall be given to the continuing faculty employee. Term employees will be given two weeks notice or as dictated in their employment agreement.

21.6 Severance

21.6.1 In the event of a pending layoff, the Employer may negotiate a severance package with the employee.

21.6.2 In order to receive severance, the continuing faculty employee must not be employed in a different position within the Institute, and they must elect not to have their names placed on the recall list.

21.6.3 The amount of severance pay shall be calculated on the basis of the employee's normal rate of pay at the end of the layoff notice period and according to the number of completed years of service as follows:

| <u>Service</u> | <u>Severance Pay</u> |
|----------------|----------------------|
| 1 year..... | 2 weeks |

| | |
|-----------------------|----------|
| 2 years | 4 weeks |
| 3 years | 6 weeks |
| 4 years | 8 weeks |
| 5 years | 10 weeks |
| 6 years | 12 weeks |
| 7 years | 14 weeks |
| 8 years | 16 weeks |
| 9 years | 18 weeks |
| 10 years | 20 weeks |
| 11 years | 22 weeks |
| 12 years | 24 weeks |
| 13 years or more..... | 26 weeks |

21.6.4 If the employee elects to take severance pay, they thereby waive all other rights, claims or entitlements, and severs their relationship with the Employer.

21.6.5 Where layoffs are necessary in emergency circumstances, the advance notice provisions are not applicable. In such cases, continuing employees will receive payment in lieu of notice equal to the payment for the appropriate notice time. Payment in lieu of notice will be three months for those accepting the notice, or will be five days for those electing the severance option.

21.7 Faculty Recall

21.7.1 Faculty employees shall remain on the recall list for one (1) year from date of layoff. If the Employer determines that the number of continuing or term faculty employees will be increased in a specific department/discipline/program, it shall recall in the reverse order of layoff (i.e. last out, first back) to those employees who were previously employed in this area and who had been laid off within the previous year. If no one is available who meets the above conditions, a short-listing and interview opportunity will be provided to those employees who are fully qualified in this area and who had been laid off within the last year.

21.7.2 Employees are required to notify the Employer of their current address and telephone number to maintain their status on the recall list.

21.7.3 No new continuing or term employees shall be hired until employees on the recall list with the minimum qualifications have been given first right of refusal. Term employees are not entitled to be recalled to continuing positions.

- 21.7.4 Upon being notified of the anticipated vacancy, the recalled employee has fourteen (14) calendar days in which to accept the position. If the employee fails to notify the Manager, Human Resources in writing within the fourteen days, the employee will have been deemed to have refused the offered position.

21.8 Staff Layoff

- 21.8.1 Staff employees shall receive notice of layoff or pay in lieu of notice, in accordance with the Employment Standards Act.
- 21.8.2 If it becomes necessary to reduce the number of staff employees, the sequence of layoff shall be as follows:
- 1) Term and casual employees (Non Indigenous) with less than or equal to six months' seniority.
 - 2) Term and casual employees (Indigenous) with less than or equal to six months' seniority.
 - 3) Term and casual employees (Non Indigenous) with more than six months' and less than two years' seniority.
 - 4) Term and casual employees (Indigenous) with more than six months' and less than two years' seniority.
 - 5) Term and casual employees (Indigenous and Non Indigenous) with two or more years' seniority based on seniority date.
 - 6) Probationary continuing employees.
 - 7) Continuing employees (Non Indigenous) with less than or equal to six months' seniority.
 - 8) Continuing employees (Indigenous) with less than or equal to six months' seniority.
 - 9) Continuing employees (Non Indigenous) with more than six months' and up to two years' seniority.
 - 10) Continuing employees (Indigenous) with more than six months' and up to two years' seniority.
 - 11) Continuing employees (Indigenous and Non Indigenous) with two or more years' seniority based on seniority date.
- 21.8.3 Any references or personnel records pertaining to a continuing staff employee who has been laid off under the above Article shall clearly point out the reasons for the layoff.

21.9 Staff Recall

- 21.9.1 Staff employees shall remain on the recall list for six months from date of layoff. Recall shall occur in reverse order of layoff, provided the employee has the minimum qualifications to perform the duties of the vacant position. Term employees are not entitled to be recalled to continuing positions.
- 21.9.2 Employees are required to notify the Employer of their current address and telephone number to maintain their status on the recall list.
- 21.9.3 Staff employees may refuse recall to work if given less than one week to report to work.
- 21.9.4 Upon being notified of an anticipated vacancy, the recalled employee will have 14 calendar days in which to accept the position. If the employee fails to notify the Manager, Human Resources in writing within the fourteen days of being notified, the employee will have been deemed to have refused the offered position.

21.10 Registry of Laid Off Employees

This article is subject to the Employer's continued right to exercise a preference for hiring Indigenous employees.

21.10.1 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) The Employer is encouraged to use the Registry for the posting of all available positions.
- (b) The Employer 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 by completing the PSEA Electronic Posting of Available Positions form.
- (c) Postings will be removed from the Registry and archived to the database one (1) week after the closing of the posting.
- (d) All employees covered by this Agreement may access the electronic registry of job postings for purposes of review.
- (e) The Union, Employer and eligible employees have the right to access the information on the Registry.

21.10.2 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 21.10.2(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 Employer 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 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.

21.10.3 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.

21.10.4 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 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.

21.11 Targeted Labour Adjustment

21.11.1 Employer Commitments

It is agreed that the Employer 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 Union-Management Committee will canvas employees in a targeted area or other areas over a fourteen (14) day period, or such longer time as the Union-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 Union-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.

21.11.2 Menu of Labour Adjustment Strategies

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

21.11.2.1 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.

21.11.2.2 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 waives 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.

21.11.3 Layoffs May Occur

Once strategies other than layoff have been explored, the Employer may proceed, if need be, to layoffs pursuant to Article 21 of this collective agreement and the system-wide Electronic Registry of Laid off Employees will be available.

21.11.4 No Stacking of Entitlements

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

Article 22 Workload/Hours of Work

22.1 Work Week

The work week for full time continuing support staff and non teaching faculty shall normally be five (5) seven-hour (7-hr) days, thirty-five (35) hours per week. When the Employer intends to change a work schedule by more than two hours, for a duration longer than 1 month, 60 days advance notice will be provided to both the affected employees and the Union.

22.2 Meal Periods

Staff employees working greater than five hours and less than full time shall be entitled to a half-hour unpaid meal break. Staff employees working full time shall be entitled to a one hour unpaid meal break. If, as a result of an emergency, the employee is required to stay at their work station for the meal period, then the employee's work day shall be inclusive of that meal period.

22.3 Flexible Work Schedule

The Employer supports a flexible work schedule that minimizes the amount of overtime pay. Employees are encouraged to bank time at a 1:1 ratio in the rare circumstance where they may be asked to work above the normal work schedule.

On a quarterly basis, an employee may request to receive compensation for up to 50% of their total banked time at their regular hourly rate, rather than taking it as banked time. Payout of up to 50% of their banked time is at the discretion of

the Employer. All banked time must be preapproved and documented by the exempt supervisor.

22.4 Faculty Presence on Campus

The parties agree that the NVIT community is enhanced through the presence of and participation by full time instructional faculty. Hence, full time instructional faculty will be encouraged by the parties to maintain a significant presence on campus.

22.5 Overtime

All overtime must be authorized in advance by the Manager, Human Resources, recorded on a time sheet, approved by the staff employee's immediate supervisor, and submitted to payroll. Overtime that is not approved through this process will not be honoured.

22.6 Overtime Rates

One and one-half times the regular rate for the first three hours in excess of seven hours in a day, or first seven hours in excess of 35 hours in a week.

Two times the regular rate for hours worked in excess of ten hours in a day or 42 hours in a week.

This overtime may be taken as pay or banked as time to be taken at a time mutually agreed to.

22.7 Instructional Faculty (Continuing and Term)

It is recognized that faculty responsibilities may vary with respect to daily and weekly hours of work, depending on the nature of the course, and student needs. The normal work load for continuing and term full time faculty shall be subject to the following, unless mutually agreed to by the employee and Employer:

- 22.7.1 The normal teaching duties assigned to a full time continuing or term instructor shall be eight (8) sections or equivalent, with no more than the equivalent of 6 preps per academic year. The Academic Year is defined as September 1 to August 31 for the purposes of this article. If that assignment cannot be provided to a full time continuing or term instructor, then the maximum assignment shall be 7 sections, with 7 preps, or equivalent per academic year. Where a faculty member has an average student enrollment of less than 8 for their Fall loading, as per the enrollment details on September 1 of each year, the faculty member may be loaded with 8 sections and 8 preps in future semesters for that academic year.

Notwithstanding Article 22.7.8 Overload and the above, upon discussion with the relevant department the Employer may, with the employee's agreement, assign to the employee one additional section of union work per academic year. In recognition of a workload that exceeds the normal provisions of this Agreement, the employee will be paid the term rate.

- 22.7.2 In the case of an employee who has an assignment of 8 sections, an overload is not considered unless an employee works nine (9) sections or more.
- 22.7.3 In the case of an employee who has an assignment of 7 sections, as per 22.7.1 above, an overload is not considered unless an employee works eight (8) sections or more.
- 22.7.4 Instructional faculty shall not normally be required to have more than seven (7) class contact hours in any one (1) instructional day, and the length of the instructional day shall not normally exceed twelve (12) hours.
- 22.7.5 Class size is calculated whereas an instructor will not be assigned an average of more than one hundred thirty (130) students (registrants) per week in a lecture format averaged over the academic year. In the event the scheduled course is a non regular number of lecture hours per week, the calculation will be prorated. Notwithstanding, individual instructors have the option of allowing additional students into their class.
- 22.7.6 Faculty shall post and be available in their offices for student consultation, 1.5 hours per week per course, which is the equivalent of six (6) hours a week for a full time load. The hours shall be posted and maintained for the whole term.
- 22.7.7 In the event of a pending layoff of a continuing full time faculty member for whom a full workload is no longer available, the parties agree to meet to identify opportunities, including the scheduling of Community Education (CE) courses, to determine how the Employer will load that faculty member with CE sections in order to prevent layoff.

The parties agree that the utilization of CE work to prevent layoff is subject to:

- CE having a contractual arrangement to deliver courses, and
- the employee being qualified, and
- courses are scheduled to commence at least 30 days from notice of layoff.

The maximum number of non bargaining unit courses that can be utilized under this article is four (4) per academic year and will be subject to Article 22.10. No more than one half of an employee's workload can be loaded

through this article. This article will not be applied when an entire program is no longer offered. Should the instructor refuse the appointment of CE courses, layoff will proceed as per Article 21.

22.7.8 Overload

- 22.7.8.1 If a member of the faculty responds to a posting by the Employer and is successful, the faculty member shall be paid the term rate and must take vacation should the class hours be between 8:30-4:30, Monday to Friday. This overload may be taken as pay or banked as time to be taken at a time mutually agreed to.
- 22.7.8.2 A Continuing 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.
- 22.7.8.3 Sections assigned to a faculty member under this article will not normally exceed two (2) in an academic year.

22.7.9 Substitutions

- 22.7.9.1 The Employer may request a substitute for another faculty employee who is temporarily absent.
- 22.7.9.2 When such substitution takes place over a period of one (1) calendar week or more, the faculty member shall be compensated at their regular hourly rate for each scheduled contact hour.

22.8 Workload Modification

Upon the recommendation of the departments, and with the approval of the Dean, and subject to available resources, instructors may have a portion of their normal teaching load per semester reassigned to various tasks, including but not limited to, curriculum development, and teaching courses new to the NVIT curriculum. Such reassignments must be in writing and a copy must be provided to the Union and the Department Chair.

Faculty employees are encouraged to apply for research grants. Faculty employees who receive research grants that are beneficial to the Employer may request release time to complete the funded work. The use of research grants to provide this release time will be determined in consultation with the employee, relevant Dean, and the Manager, Human Resources. Subject to the Employer's

operational requirements this release time shall not be unreasonably withheld. Release time will be funded at replacement cost which will normally include salary, benefits and cost of recruitment of the individual who is carrying out the duties of the individual replaced.

Grants that are awarded directly to NVIT will be administered by the Employer.

22.9 Faculty Duties

In addition to instructional duties, inclusive of facilitation of classes, providing lesson instruction, resourcing materials, and supporting students, a teaching faculty employee's duties may include, but are not necessarily limited to, the following:

- approved professional development,
- course preparation and revision,
- submission of course syllabi to appropriate Dean by published dates
- posting of student grades by published dates
- student consultation and/or selection,
- participation on NVIT committees,
- compulsory attendance at department meetings,
- development of new programs, curriculum and teaching methods,
- scholarly activity,
- consultation and liaison with partner institutions in the preparation and offering of upper division courses,
- community services such as community education courses, public lectures and community advisement or research in the area of the instructor's discipline and/or expertise,
- attendance at articulation meetings, conferences, etc related to their work,
- orientation advising (such as liaison, mentorship and support for students), and
- other related duties.

22.10 Allocation of Work - Right of First Refusal

Normally by March 31st of each year, the Dean, in consultation with the Department Chairs, will determine the teaching assignments for the following academic year. Taking into consideration requests from faculty, the needs of the Employer, the Dean will consider qualifications and ability, seniority, and the opportunities for recruitment, prior to determining the teaching assignments. The

decision of the Dean is final, and is not subject to the grievance procedure. Human Resources will normally issue teaching assignment letters to continuing faculty by May 15th of each year.

22.11 Directed Studies & Prior Learning Assessment

Directed studies courses or prior learning assessments (PLA) may only be undertaken with the prior approval of the Dean in consultation with the Department Chair/Program Coordinator.

A directed studies course will not normally be offered in an academic year when the course is offered on-campus or on-line.

Faculty will complete and submit the directed study remuneration form (which can be used for PLAs) within 30 days of grades being submitted to receive payment of two thirds of the course tuition fees. Failure to submit within the above timeframe will result in non-payment. For College Readiness courses which do not have tuition fees, faculty will be paid at the equivalent of a lower level 3 credit course tuition.

22.12 Prior Learning Assessment

22.12.1 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 employees who have the appropriate subject matter expertise but other employees 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.

22.12.2 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 collective agreement.

22.12.3 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.

22.12.4 Prior Learning Assessment Coordinators

Prior Learning Assessment coordinators will be bargaining unit members.

22.13 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.

22.13.1 General

- (a) Employee participation in international education is voluntary.
- (b) Subject to Article 22.12.1(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.

22.13.2 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.

22.13.3 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 22.12.3 – 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.

22.13.4 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 apprehend 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.

22.13.5 Orientation and Return

- 22.13.5.1 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.
- 22.13.5.2 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.

22.14 Education Technology / Distributed Learning

- 22.14.1 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.
- 22.14.2 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.
- 22.14.3 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.
- 22.14.4 The employer will provide the necessary technological and human resources for employees assigned to develop and deliver the program and courses.
- 22.14.5 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.
- 22.14.6 Employees delivering distributed learning programs/courses shall not be required to provide technical support to students taking distributed learning courses.
- 22.14.7 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.
- 22.14.8 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.

- 22.14.9 No continuing employee will be laid off as a direct result of the introduction of distributed learning or education technology.

Article 23 Leaves

23.1 General Leave - Unpaid

- 23.1.1 Except as otherwise specified in the Agreement, an employee may apply for and be granted general leave for good and sufficient reason acceptable to the Employer. Employees requesting such leave will file written application to the President who will determine, on the basis of the merits of the application and the Employer's operating situation, whether such leave will be granted.
- 23.1.2 Unpaid leave of more than five days, follows the above process.
- 23.1.3 For leaves less than five days at a time, unpaid leave may be approved by their supervisor in consultation with the Manager, Human Resources, and subject to operational requirements to a max of 15 days per calendar year.
- 23.1.4 Notwithstanding Article 23.1.3, an employee applying for general unpaid leave of more than 5 days shall apply in writing to the President, with a copy to the Manager, Human Resources, at least four (4) months prior to the date the leave is desired to commence.
- 23.1.5 An employee who is granted a leave may not return to work prior to their scheduled return date, unless it is agreed to by the Employer.
- 23.1.6 If an applicant is denied, the employee may request that the Union Management Committee consider possible solutions. The President will consider the recommendations of the Union Management Committee and make a final decision on applications for general leave. The final decision of the President on applications for general leave will be final and binding, and will not be subject to grievance procedure.

23.2 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 on the employee. For the purpose of Article 23.3 – Compassionate Care Leave – only, the definition of “family member” is as set out in Appendix 6.

23.3 Compassionate Care Leave

23.3.1 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 23.3, “family member” is defined as one of the persons listed in Appendix 6 – Family Members for the Purpose of Article 23.3 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.

23.3.2 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 23.3.1 above. Such additional leave shall be pursuant in accordance with the *Employment Standards Act*, including the certification criteria as outlined in the *Act*.

23.4 Public Duties

- 23.4.1 The Employer may grant a leave of absence without pay to an employee to engage in election campaign activities in a municipal, provincial, or federal or Indigenous government election to a maximum of ninety (90) days. Such leaves will not be unreasonably denied. Where elected to public office, for up to two (2) consecutive terms.
- 23.4.2 The Parties agree that Article 23.4 Public Duties may be applied to duties that include First Nations governance and Indigenous community boards.

23.5 Special Leave

A continuing employee may be granted leave of absence with pay for up to a total of ten (10) work days per calendar year for any one or a combination of the following reasons:

23.5.1 Family Illness

In the event 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 the ill person, the employee is entitled to special leave. A medical certificate may be required in such instances.

23.5.2 Cultural Leave

An employee may request special leave for the purposes of cultural leave. The leave request must be submitted in writing to the Manager, Human Resources a minimum of 1 month prior to the start of the leave, and must be approved by the appropriate senior manager.

23.5.3 Bereavement Leave

Special leave may be granted for bereavement leave.

23.5.4 Birth Leave

Upon written request, an employee shall be entitled to Special Leave to attend the birth of their child, or their spouse's child.

23.5.5 Support Staff Serious Household or Domestic Emergency

A maximum of three days, from within the 10 special leave days allotted, may be used for this purpose by ongoing Support Staff.

Where an employee has exhausted their Special Leave, application may be made under General Leave – Unpaid, or under Vacation if unused vacation days are available.

23.6 Education Leave

Educational leave is a period of unpaid leave enabling an employee to be freed from regular responsibilities to enable pursuit of educational or professional development recognized as beneficial to the Employer.

The welfare of NVIT and the professional competence of the employees are among the prime considerations of the Department Chair, the Dean and the employee when planning educational leave.

Education leave may be combined with earned professional development and vacation time.

Upon agreement between the Employer and the employee, an educational leave without pay may be granted for up to a maximum of 24 months. Any employee granted such leave shall arrange to maintain benefit coverage pursuant to Article 30 of this Agreement.

An unpaid education leave may be taken as full time or part time.

Unpaid education leave shall not be unreasonably withheld.

23.7 Deferred Salary Leave Plan

23.7.1 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.

23.7.2 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 Employer one (1) month prior to the anniversary date of their participation in the plan.

- 23.7.3 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.
- 23.7.4 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.
- 23.7.5 The Employer shall annually inform each participant as to the amount of deferred salary together with interest accrued. This information shall be made not later than February 28 of any given year.
- 23.7.6 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 the commencement of the leave, the participant will choose either a lump sum payment or will choose to receive regular semi-monthly 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 Employer under this plan, less any deductions made by the Employer for health and welfare benefits, as identified in Article 30.
 - 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%). The Employer 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.

23.7.7 Withdrawal from the Plan

a) A participant who ceases to be employed by the Employer 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 Employer 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 Employer receiving any necessary clearances and proofs normally required in such situations.

c) Prior to the commencement of the leave, 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.

23.7.8 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 5) for the deferred salary leave plan.

23.8 Leave of Absence for College Committees and Union Leave

23.8.1 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.

23.8.2 Union Leave

The Parties agree that Article 23.8.2 Union Leave will be applied in the following way:

- 23.8.2.1 The Employer will provide a bank equivalent to one quarter full time equivalent per annum at normal faculty replacement costs as per local Article 33.2.1.5
- 23.8.2.2 The bank will be established each April 1st to fund this leave for the upcoming fiscal year.
- 23.8.2.3 Subject to Employer operational requirements, the Union will request a draw down on the bank and will inform the Employer which Union member and when the leave is requested. The draw down will be based on replacement costs.
- 23.8.2.4 Requests under this Article will not be unreasonably denied.

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.

23.8.3 Application for Funding

All leave requests shall be submitted in writing on a form mutually agreed to by the Employer and the Union.

Each request for leave will normally be made at least ten (10) working days prior to the first day of the leave requested.

23.8.4 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.

23.8.5 Union Leave Bank

Any unspent balance of the Union Leave Bank shall be carried forward and added to the allocation for the next fiscal year. Funds not allocated within the fiscal year will be carried over for one year only.

\$3000 annually will be deducted from the bank on April 1 of each year to recognize the Union work done by support staff Union executive members during the regular work day. As a guide, this release will normally not exceed 3 hours per week for all support staff employees. This deduction will also recognize the attendance of faculty at Union meetings where no classes will be missed.

Where a support staff member wishes a release of more than half a day, that request must be authorized and will be deducted from the remaining balance of the Union leave bank based on replacement costs. Where a faculty member is requesting to attend a Union meeting that will result in missing a scheduled class, that request must be approved by the appropriate Dean, and that request will be deducted from the bank. The Employer will provide an updated balance of the Union Leave Bank in March of each year.

23.9 Parental Leave

23.9.1 Preamble

23.9.1.1 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.

23.9.1.2 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.

23.9.2 Commencement of Leave

Leave taken under Article 23.9.1.2 shall commence:

- 23.9.2.1 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.
- 23.9.2.2 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.
- 23.9.2.3 for an adopting parent, within seventy-eight (78) weeks after the child is placed with the parent.

23.9.3 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.

23.9.4 Return to Work

- 23.9.4.1 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.
- 23.9.4.2 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.
- 23.9.4.3 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.
- 23.9.4.4 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.
- 23.9.4.5 Upon written request, an employee on parental leave under Article 23.9.1.2 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.

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

- 23.9.5.1 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 23.9.5.1(c) when the employee opts for the thirty-five (35) week EI benefit, spread out and paid over the 61 week period. The Employer will make this calculation.
- (e) Provided the employee received SEB as per Article 23.9.5.1(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 (100%) of their salary calculated on their average base salary.
- (f) The average base salary for the purpose of Article 23.9.5.1(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.

23.9.5.2 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.

23.9.5.3 If an employee is disentitled or disqualified from Employment Insurance maternity or parental benefits, the employee shall receive the supplemental payment to the appropriate percentage less the amount of Employment Insurance benefits the employee

would have received if qualified for Employment Insurance benefits.

23.9.5.4 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 23.9.1.2) 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 23.9.5.4 (a) does not apply to an employee while they are on a leave under Article 23.9.1.2. Article 23.9.5.4 (a) will apply once the leave under Article 23.9.1.2 has ended.

23.10 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.

23.11 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.

23.12 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 10 days of unpaid leave to be taken intermittently or in one continuous period; and
- (b) up to 15 weeks of unpaid leave.

Notwithstanding the above, the Employer will provide pay for five (5) of the days referenced in (a) above. In the event existing legislation is changed regarding domestic violence leave to provide more than five (5) days paid leave, the Employer will provide such leave consistent with the legislation. (No stacking of entitlements.)

23.13 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.

23.14 Jury Duty and Court Appearance

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.

Article 24 Vacation & Statutory Holidays

24.1 Vacation

24.1.1 The annual vacation for a full time continuing faculty is forty (40) days.

24.1.2 The annual vacation for a full time continuing staff member is as follows:

- Less than one year of continuous service: 1.25 days off for each completed month of service
- One (1) completed year of continuous service through four (4) completed years of service: fifteen (15) work days annual vacation.
- Five (5) completed years of continuous service: twenty (20) work days annual vacation.

- Seven (7) completed years of continuous service: twenty three (23) work days annual vacation.
- Ten (10) completed years of continuous service: twenty five (25) work days annual vacation.
- Fifteen (15) completed years of continuous service: twenty eight (28) work days annual vacation.
- Twenty (20) completed years of continuous service: thirty (30) work days annual vacation.

The following summarizes the aforementioned entitlements:

| Years Service | Vacation Days |
|---------------|---------------|
| 1-4 | 15 |
| 5..... | 20 |
| 7..... | 23 |
| 10..... | 25 |
| 15..... | 28 |
| 20..... | 30 |

Existing support staff will be red circled at their existing vacation entitlement until such time that it becomes beneficial to be placed on the new vacation entitlement.

24.1.3 Part time continuing faculty and staff shall be entitled to vacation days calculated on a pro rated basis to reflect the actual work load.

24.1.4 The following applies to continuing faculty and staff:

24.1.4.1 Vacation will be taken at a time mutually agreed upon between the employee and the Employer. Requests for vacation leave shall be submitted for approval by May 31st of each year.

24.1.4.2 In the event an employee terminates employment, and has taken unearned vacation, the overpayment shall be deducted from the final paycheque or repaid by the employee on request by the Employer.

24.1.4.3 Vacation entitlements are accrued on a monthly basis. Vacation will be prorated for less than a full month of employment.

24.1.4.4 New employees are entitled to take accrued vacation after the first three months of employment

24.1.4.5 All employees on appointments, which span the period of December 24th to January 1st, shall receive that period as time off with pay. If employees are required to work the non-statutory days in that period, the holidays will be scheduled at a later date.

24.1.4.6 After completion of two (2) years of continuous service, a full time continuing employee may defer up to ten (10) days of vacation time upon written request to the Manager, Human Resources (shall be pro rated for part-time continuing employees). The deferred time must be used by July 31st of the subsequent year. Such requests will not be unreasonably denied.

Notwithstanding the above, the ten (10) day maximum carry over of vacation time will not apply in either of the following two situations:

- a) If an employee is off on extended sick leave (over 30 days), short term disability, long term disability, or Workers' Compensation in any given year; or
- b) In the first year of hiring an employee.

If either of the above cases applies, then the employee may choose, in consultation with the Manager, Human Resources, to carry over all of their remaining eligible vacation time into the following year.

It is expected that the carry over will be fully expended in that following year.

24.1.5 Term and casual employees shall receive vacation pay of 4% calculated on each paycheque.

24.2 Statutory Holidays

24.2.1 Employees shall receive the following statutory holidays:

- New Year's Day
- BC Family Day
- Good Friday
- Victoria Day
- Canada Day
- BC Day
- Labour Day
- National Day for Truth & Reconciliation
- Thanksgiving Day
- Remembrance Day

- Christmas Day
- Boxing Day

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

24.2.2 Statutory Holiday Pay

Continuing employees are entitled to statutory holidays with pay. Sessional and part time employees will be paid in accordance with the Employment Standards Act of British Columbia.

24.2.3 Easter Monday

Easter Monday shall be recognized as a holiday. Continuing and term employees scheduled to work on that day will be entitled to a day off with pay.

24.2.4 Indigenous Day

National Indigenous Day, June 21, is not a statutory holiday. The Employer believes it is extremely important that it shows support for this National holiday. In celebration of NVIT's Indigenous mandate, all bargaining unit members scheduled to work on that day will be released from their regular duties to participate in local or regional Indigenous day festivities.

24.2.5 Vacation and Statutory Day

On the day that an employee is on approved vacation or professional development leave and a statutory holiday occurs, no vacation or professional development leave shall be charged for that day.

If, during any particular year, New Year's day falls on a Saturday or a Sunday, then NVIT shall be closed on the following Monday, and the following Monday shall be deemed to be the statutory holiday.

Article 25 Allowances

- 25.1 An employee required to travel on Institute business outside of their home campus area will be reimbursed for reasonable expenses for meals, accommodation and transportation. Travel shall be pre-approved by the Employer. Receipts must accompany claims, other than for meals and mileage, which will be at a prescribed rate.

25.2 Allowances will be reimbursed as per the Travel Approval and Reimbursement Policy.

Article 26 Health and Safety

26.1 The Employer agrees to make reasonable and proper provision for the maintenance of high standards of health and safety in the workplace.

26.2 The Union and the Employer agree to comply with all regulations made pursuant to the Workers' Compensation Act, or any other statute of the Province of BC pertaining to the working environment.

26.3 The Employer agrees to supply at no cost to employees all pieces of health and safety apparel and equipment required by Workers' Compensation.

26.4 Occupational Health and Safety Committee

26.4.1 The Institute shall maintain an Occupational Health and Safety Committee in keeping with the Occupational Health and Safety Regulations of the Workers' Compensation Board and ensure such committees carry out all the duties and responsibilities in accordance with the regulations.

26.4.2 The Occupational Health and Safety Committee shall assist in creating a safe place of work, shall recommend actions that will improve the effectiveness of the occupational health and safety program, and shall promote compliance with the Occupational Health and Safety Regulations.

26.4.3 The Employer agrees to provide employees information and orientation to health and safety measures, as required by applicable legislation.

Article 27 Harassment and Standards of Conduct

27.1 The parties are committed to providing a secure and safe working and learning environment and agree that such an environment can be enhanced if employees:

1. Review all safety and emergency procedures annually or as amended;
2. Complete the Employer's bullying & harassment training annually or as amended;
3. Become familiar with Employer policies such as the Sexualized Violence Policy; and
4. Become familiar with the Employer Code of Conduct.

27.2 Statement of Commitment

NVIT promotes teaching, scholarship and research and the free and critical discussion of ideas.

The Parties 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 Employer has 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 Parties agree that attendance is required and will take place during compensated work time.

27.3 Definitions

- 27.3.1 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 Indigenous identity, age, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation and, in the case of employment, unrelated criminal convictions 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.

27.3.2 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.

27.4 Procedures

27.4.1 Local Informal Processes

The Parties agree that where mutually agreeable, they may first attempt to use policies or processes to resolve complaints of harassment and sexual harassment prior to accessing the following procedures in Article 27.4.3 Mediation and 27.4.4 Investigation.

27.4.2 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 27 investigation involving an allegation of harassment.

27.4.3 Mediation

When a complaint is received by the Employer involving an individual covered by this collective agreement, whether as a complainant or respondent, the Parties will initiate a mediation procedure. 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.

27.4.4 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.

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

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.

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 27.4.5 (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.

27.4.5 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 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.
- (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 27.4.3 (d), the Employer 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 Parties. 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.

27.5 Findings

27.5.1 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.

27.5.2 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.

27.6 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.

27.6.1 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.

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

27.7 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.

27.8 Local Discussion

The Parties will meet as necessary to facilitate the administration and other aspects of the application of this Article. The Parties may refer any differences over the administration or application of this Article to an arbitrator for resolution.

Article 28 Personal Harassment

28.1 For the purposes of this Article, personal harassment includes:

- physical threat, intimidation, or assault,
- unwelcome behaviour or comment that is directed at, or offensive to any employee that demeans, belittles, causes personal humiliation or embarrassment to the employee, or any employees, or
- the improper use of power and authority inherent in the position held.

28.2 Personal harassment does not include the appropriate exercise of the Employer's right to direct the work force, evaluate employees, or take where warranted appropriate progressive discipline steps up-to and including termination for just and reasonable cause.

28.3 Employees are encouraged to process complaints using traditional Indigenous methods of conflict resolution. Alternatively, an employee may follow the process of mediation and/or investigation as set out in Article 27.4.3 and 27.4.4 excluding the option of proceeding to third party arbitration.

28.4 Where a person who is the subject of the complaint is the management representative at any step of the grievance procedure then the Union will present the grievance to the President, or in the case of the subject being the President, a nominee of the Board Chair.

Article 29 Copyright and Intellectual Property

29.1 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:

29.1.1 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 29.1.2 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

29.1.2 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.

29.2 Employer Rights to Materials Copyrighted by Employee(s)

Where the employee holds the copyright pursuant to Article 29.1.1, 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.

29.3 Employee Rights to Materials Copyrighted by the Employer

Where the institution holds the copyright pursuant to Article 29.1.2, 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.

Article 30 Health and Welfare Benefits

The benefits outlined below will be provided to all eligible employees. All active continuing Employees and active term Employees who are employed on a continuing basis for at least a four (4) month period with fifty percent (50%) or more of a full-time workload shall participate in the Weekly Disability Income and Long Term Disability plans.

The benefits coverage is dictated by the terms of the contract (currently with Manulife Financial Company). The general provisions outlined below and the Employee Benefit Booklet are guides. In the case of any discrepancy, the Manulife contract will prevail.

1. Group Life Insurance and Dependent Life Insurance
 - All full time continuing employees will become eligible for this benefit on the date following 3 months of continuous, active employment.
 - Group Life coverage is three (3) times annual salary to a maximum of \$800,000.

2. Extended Health and Emergency Travel Assistance (Excluding Weekly Disability Income, AD&D & LTD)
 - All full time continuing employees will become eligible for these benefits on the date following 3 months of continuous, active employment.

3. Short Term Disability and Long Term Disability
 - All active regular employee and active non-regular employee who are employed on a continuing basis for at least a four (4) month period with fifty percent (50%) or more of a full-time workload shall participate in the plan.
 - An active employee shall become eligible for Short Term Disability coverage and Long Term Disability coverage on the first day of the month coincident with or next following the date of employment with NVIT. Enrolment is mandatory.
 - Short Term Disability (70% benefit level following a 30 calendar day sick leave period for a 21 week benefit period) and Long Term Disability benefits (70% benefit level) will be taxable.

Use of Sick Leave Bank

NVIT employees accrued sick leave up until March 31, 2002 and that leave was "banked". In the event of disability, an employee with banked sick leave has the option to utilize that leave following the 30-day sick leave period instead of applying for Short Term Disability benefits (at a 70% benefit level) subject to adjudication by the benefits carrier. The sick leave bank will be reduced by one full day of replacement for each full day of weekly disability income benefits beyond the 30-day sick leave period. Banked sick leave may be used only to replace Short Term Disability benefits and not to replace long term disability benefits.

4. AD & D Benefits
 - All full time continuing employees will become eligible for AD & D benefits on the date following 3 months of continuous, active employment.

5. Dental Plan
 - All full time continuing employees will become eligible for dental benefits on the date following 3 months of continuous, active employment.

30.1 Retiree Benefits

Upon request, the Employer may provide retired employees access to computers and the library at no charge. If access is approved, retired employees will be issued a library and/or identity card.

30.2 Workers' Compensation

- 30.2.1 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.
- 30.2.2 During the period an employee is in receipt of Workers' Compensation benefits, the Employer will stop paying the salary to the employee. If the employee chooses to pay their share of the required premiums for pension, and group benefits, the Employer will continue to pay their share.
- 30.2.3 The Union and the Employer agree to comply with all regulations made pursuant to the Workers' Compensation Act, or any other statute of the province of British Columbia pertaining to the working environment.

30.3 Pay in Lieu of Benefits

All part time continuing, and full time term employees, following three consecutive calendar months of employment, will receive 2% of their gross earnings on each pay cheque in lieu of benefits.

30.4 Specific Benefits

The following benefits will be provided to employees based on eligibility requirements:

- (a) Basic Medical Insurance under the British Columbia Medical Plan, subject to Plan provisions.
- (b) 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 \$1,000 every three (3) years.
 - (iv) Medical Travel Referral Benefit shall be in accordance with the provisions set out in Appendix 3.
 - (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 (\$100) dollars every two (2) years.
- (vii) Vision care reimbursement shall be \$650 every two (2) years.

The Employer shall provide to each employee a copy of the schedule of health and welfare benefits as negotiated under this agreement. New employees shall receive a copy of the schedule of health and welfare benefits together with their employment agreement. There shall be no reductions in benefits during the life of this agreement.

- (c) **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.
- (d) **Dental Plan**
Plan A that includes revision of cleaning of the teeth (prophylaxis and scaling) every nine (9) 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 4.

30.5 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.

30.6 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.

30.7 Pensions

30.7.1 Mandatory Enrolment

Enrolment in the College Pension Plan or Municipal Pension Plan shall be as set out by the *Public Sector Pension Plans Act*, Schedule A or Schedule B, whichever is appropriate.

30.8 Early Retirement Incentive

30.8.1 Definition

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

30.8.2 Eligibility

- 30.8.2.1 An employee must be at the highest achievable step of the salary scale.
- 30.8.2.2 An employee must have a minimum of ten (10) years of full-time equivalent service in the BC College and Institute System.

30.8.3 Incentive Payment

- 30.8.3.1 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% |

- 30.8.3.2 An Employer may opt to pay the early retirement incentive in three equal annual payments over a thirty-six (36) month period.
- 30.8.3.3 Eligible bargaining unit members may opt for a partial early retirement with a pro-rated incentive.

30.9 Notice of Retirement

Employees shall provide a minimum of 90 days notice of their last day of work prior to retirement. The parties agree that the employee will work with the supervisor to ensure the majority of allocated vacation will be utilized during the 90 days prior to retirement.

In exceptional circumstances, such notice may be waived by mutual agreement.

Article 31 Increments

- 31.1 Subject to satisfactory service and other provisions of this Agreement, a continuing employee will advance one (1) step on the salary schedule (up to the maximum on their pay scale) on their increment date.
- 31.2 The increment date is the first day of the pay period following twelve months' full time work.
- 31.3 Service as a term employee may result in a delay and alteration of the increment dates so that the employee receives their increment at the beginning of the month following the month in which the equivalent of twelve months of full time employment have been accumulated.
- 31.4 Increment dates shall be delayed, and altered accordingly, if an employee is absent from duty without pay except as per Article 23.9 (Parental Leave).

Article 32 Support Staff Salaries

NVIT support staff shall receive compensation increases as per Appendix 1.

32.1 Placement Guidelines

The placement guidelines for new continuing support staff will be as follows:

- 32.1.1 Minimum qualifications are defined for each position as per the job posting. Initial placement on the scale with these qualifications will be at Step 1 of the appropriate scale.
- 32.1.2 One additional step for each additional two years of Employer approved relevant formal educational qualifications.
- 32.1.3 One step for every two years of relevant work experience. The maximum number of steps that can be used through relevant work experience is four. The Employer reserves the right to place individuals at a higher placement on the scale.
- 32.1.4 Work experience at NVIT – one step for each full year of work.

Article 33 Faculty Salaries

33.1 Compensation

Refer to Appendix 2 Faculty Salary Scales.

33.2 Placement Guidelines

The placement guidelines for new continuing faculty will be as follows:

Qualifications at an NVIT approved institution

| | |
|--------------------------------------------------------------------------|-----|
| Two year Diploma –1st Step | |
| Bachelors Degree – 2nd Step | |
| Master's Degree – 3rd Step | |
| Doctorate Degree – 5th Step | |
| Relevant post secondary teaching experience / professional experience | 1:1 |
| Relevant work experience (Grade 11 & 12 teaching) | 1:1 |
| Relevant work experience (Including K – Grade 10 teaching) | 3:1 |

- 33.2.1.2 The maximum number of steps that can be used through “relevant work experience” is three. The Employer reserves the right to place individuals at a higher placement on the scale.
- 33.2.1.3 The Employer reserves the right to determine whether diploma and degree qualifications presented by employees will be recognized for employment and/or pay purposes.
- 33.2.1.4 For the purposes of this Article, 12 months full time equals one year.
- 33.2.1.5 Term faculty teaching less than or equal to 2 courses will not be placed on the scale. They will be compensated at the applicable term rate. Term faculty teaching greater than 2 courses will be placed on scale.

Article 34 Faculty Role in Curriculum and Program Development

It is recognized that faculty involvement in curriculum and program development is vital for the maintenance of the quality of instruction at NVIT. Further, those faculty members are expected to maintain currency within areas of expertise and are provided opportunity to do so. Faculty members are recognized as key players in both curriculum and program change and development.

The process of curriculum and program changes and development will include faculty, the Department Chair and the relevant Dean and professional bodies within each program group.

Article 35 Indemnification

In accordance with provisions of the self-insured Comprehensive General Liability Coverage of the University College & Institute Protection Program the Employer shall hold and save harmless each employee from any legal action arising from the proper performance of their duties for the Employer.

Article 36 Retroactivity

Terms and conditions of this Agreement shall become effective only on and from the date of execution of this Agreement, except where the terms and conditions are clearly identified in the Agreement as being effective on a different date.

Article 37 Term of Agreement

- 37.1 The term of this Agreement shall be from April 1, 2022, to March 31, 2025, and the provisions shall remain in force and effect after that date, until a new Agreement has been settled.
- 37.2 The Employer and Union agree that there will be no strikes or lock-outs during the term of this Agreement.

Definitions

Academic year is defined as September 1 to August 31 for the purposes of this agreement.

Bargaining Unit shall have the meaning set out in Article 7.1.

Casual Employee shall have the meaning set out in Article 8.1.

Continuing Employee shall have the meaning set out in Article 8.1.

Department Chair shall have the meaning set out in Article 19.1.

Employer means Nicola Valley Institute of Technology.

Exempt employees are those employees not included in the bargaining unit.

JPDC means Joint Professional Development Committee.

Professional Development shall have the meaning set out in Article 11.

Program is defined as an organized distinct group of related courses.

Senior Manager is defined as a Director, Dean, or Vice President.

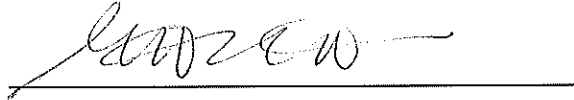
Technological Change shall have the meaning as set out in Article 12.1.1.

Term Employee shall have the meaning set out in Article 8.1.

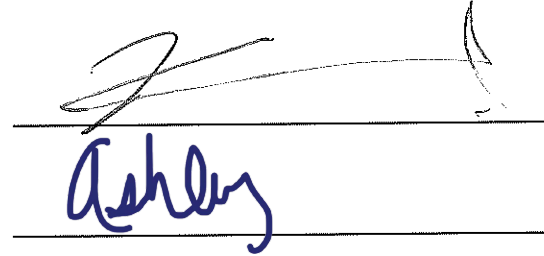
Union means NVITEA.

The parties hereto have executed this Agreement.

Nicola Valley Institute of Technology
Employees' Association

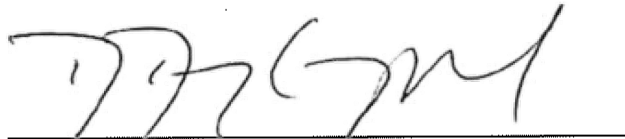


Nicola Valley Institute of Technology



Signed by the parties in Merritt, BC on the 7 day of September, 2023

Signed for the Post Secondary Employers' Association



September 14, 2023

Doug Campbell, Board Chair, PSEA Board of Directors

Letter of Understanding #1 – Use of Office Space

The Employer will provide to the Union, for a fixed monthly fee of \$100, the use of an office inclusive of heat, power and Internet access. Reasonable telephone use and photo copying will be included unless, from the Employer's point of view, the cost associated with those two items becomes unreasonable. Should that occur, the Employer retains the right to renegotiate the rental amount in such circumstances.

At any time during the term of this Agreement, either party may terminate this LOU after the provision of 60-calendar day's notice in writing.

Letter of Understanding #2 – Instructional Faculty Vocational Programming

The parties agree that certain programs, as well as certain courses within programs, use a vocational type of learning that emphasizes a hands-on practical approach to learning. The following vocational section loading guidelines shall be used:

- i) Full time Access to Practical Nursing (APN) instructors will instruct 700 contact hours in each Academic Year. This level will be deemed to be 8 sections. There is no limit to the number of preps. The salary for a term APN instructor will be calculated and paid rateably in accordance with the calculation of this full time workload.
- ii) Full time Health Care Assistant (HCA) instructors will instruct 724 contact hours in each Academic Year. This level will be deemed to be 8 sections. There is no limit to the number of preps. The salary for a term HCA instructor will be calculated and paid rateably in accordance with the calculation of this full time workload.
- iii) Full time Trades instructors will instruct 960 contact hours in each Academic Year. This level will be deemed to be 8 sections. There is no limit to the number of preps. The salary for a term trades instructor will be calculated and paid rateably in accordance with the calculation of this full time workload.
- iv) Full time Renewable Energy instructors will instruct 750 contact hours in each Academic Year. This level will be deemed to be 8 sections. There is no limit to the number of preps. The salary for a term RNET instructor will be calculated and paid rateably in accordance with the calculation of this full time workload.

Where an instructor is hired for at least half-time of the above-mentioned full-time hours, they will be placed on the Faculty Salary Scale.

Where an instructor is hired for less than half-time of the above-mentioned full-time hours, they will be paid the following hourly rates:

Effective May 1, 2023

APN – term rate/hours of 1 section = \$82.28 per contact hour

HCA – term rate/hours of 1 section = \$79.55 per contact hour

Trades – term rate/hours of 1 section = \$60.00 per contact hour

RNET – term rate/hours of 2 section = \$76.80 per contact hour

Effective May 1, 2024

APN – term rate/hours of 1 section = \$86.85 per contact hour

HCA – term rate/hours of 1 section = \$83.97 per contact hour

Trades – term rate/hours of 1 section = \$63.33 per contact hour

RNET – term rate/hours of 2 section = \$81.06 per contact hour

Letter of Understanding #3 – Service Improvement Funds

The following dedicated funds will be established to enhance services for students:

a) INDIGENIZATION ACTIVITY FUND

Both Parties recognize that resources are required to meaningfully support efforts to strengthen our teaching and learning community's goals of embodying respect, reciprocity and responsibility through the active processes of Indigenization. As such, NVIT will establish an Indigenization Activity Fund to support the work of the Joint Committee to Indigenize the Collective Agreement and NVIT.

The Indigenization Activity Fund has a current balance of \$27,705, and will remain in the fund year to year until fully depleted.

The parties agree that \$10,000 will be provided to the NVIT Indigenization Committee.

The remaining balance shall be administered by the Joint Working Group to Indigenize the Collective Agreement and NVIT.

The Joint Working Group to Indigenize the Collective Agreement and NVIT will provide quarterly updates on the balance of the fund.

b) SUPPORT STAFF SERVICE IMPROVEMENT PROFESSIONAL DEVELOPMENT FUND

The Support Staff Service Improvement Professional Development Fund is for continuing support staff employees to provide up to the equivalent of five (5) duty days for specific types of employee training and professional development activities that would enhance the delivery of services to students, to be administered pursuant to the provisions of article 11.3. For clarification, equivalent means a combination of days and/or expenses for use on approved PD activities. The balance in the fund at the signing of this agreement will remain in the fund, and be carried over year after year until the fund is fully utilized. No additional funds will be added to the Support Staff Improvement Professional Development Fund.

Commencing April 1, 2023, and for each fiscal year thereafter, the parties mutually agree the \$37,000 will be allocated accordingly:

- 1/3 of the fund to support Institutional Indigenous Learning days to share best practices in teaching and student supports.
- 1/3 of the fund into emergency student aid.
- 1/3 of the fund for wellness events that support students and employees.

The Union Management Committee will be the oversight body of this fund.

Letter of Understanding #4 – Joint Working Group to Indigenize the Collective Agreement and NVIT

WHEREAS THE PARTIES TO THIS COLLECTIVE AGREEMENT:

Agree on the value and benefit of Indigenizing this collective agreement and, NVIT; and
Recognize the mutual value of ongoing joint discussions in a culturally safe environment through an Indigenization focussed committee; and,

Agree on the need to identify and explore ongoing opportunities to advance Indigenization at NVIT; and

Agree to establish a Joint Working Group to begin the work of Indigenizing this collective agreement and NVIT.

PURPOSE

Develop recommendations to advance Indigenization of this Collective Agreement and at NVIT.

MANDATE

In recognition that the participants on the joint committee will bring with them their own unique perspective, experience and expertise, the Parties anticipate that the Joint Working Group will establish its own Terms of Reference.

COMPOSITION

The intention of the Parties is to ensure that the joint committee is open, inclusive and transparent welcoming participation from Elders, employees, learners, board members, local chiefs and members of the broader NVIT community.

The co-chairs of the current NVIT Indigenization Committee will be invited to actively participate in the Joint Working Group.

Notwithstanding the above, the core of the Joint Committee shall comprise three (3) representatives appointed by the Employer and three (3) representatives appointed by the Union. Each party will strive to include representatives from the Merritt and Burnaby campuses. Ideally, a minimum of three (3) of the representatives of the Union and a minimum of three (3) representative of the Employer will have been members of their respective 2023 negotiating committees.

The committee will be Employer-Union co-chaired with the Union co-chair chosen by the Union representatives and the Employer co-chair chosen by the Employer representatives.

MEETINGS

The Joint Working Group will meet at its discretion.

To allow for broad participation, meetings will be held during work hours.

RECOMMENDATIONS

Recommendations must be submitted to the Parties – ie. Employer and Union, no later than November 30, 2023.

With the understanding that the Indigenization of the collective agreement is in the best interests of both Parties, recommendations from the Joint Working Group accepted by both Parties will be included in the Employer's and Union's set of bargaining proposals for the renewal of the 2022-2025 collective agreement.

The Joint Working Group does not have the authority to bind the Employer or Union to any recommendations.

PRACTICAL INITIATIVES

The Parties agree that to the extent possible, an Indigenization lens will be applied to their interactions.

Letter of Understanding #5 – Indigenous Dispute/Conflict Resolution

NVIT and the Union are committed to address disputes and conflict resolution through an Indigenous methodology based on Indigenous epistemology, laws, and values. For the purpose of Indigenous dispute/conflict resolution, “legal principles and values these traditions frequently embody include: respect, restitution, reconciliation, responsibility and connection with natural and spiritual environments, Creator and community”, (Sikka, Wong, Bell, 2016, p.1).

More specifically, NVIT will utilize their four key values as the foundation for collaboration to address disputes and conflict resolution as listed below:

NVIT Four Key Values

zəʔwzo ʔwt ~kʷ ckʷact ~ Strength

qʷəmʔwəmt ~qʷaŋhʔwəmt ~ Balance / beauty

nkʂ eytkn ~ nəqsilt ~ The all, people you travel with

sneʔm ~ ʔmayntwixʷ ~ Song / our spirit

It is important to recognize the great diversity within Indigenous communities that will have similar, yet distinct epistemology, values, and belief systems. The respective parties will work collaboratively to determine a culturally appropriate dispute/conflict resolution:

The Parties will strike a joint working group to explore the development of an Indigenous Dispute Resolution framework. The Parties will conclude this work by August 31, 2023. Upon completion of their work, the Working Group will make a recommendation to the Parties. The Parties may choose to use that framework during the term of this Agreement and the Parties will agree the framework will be considered at the next round of bargaining. The Working Group does not have the authority to bind the Employer or Union to any recommendations.

Reference

Sikka, N., Wong, G., Bell, C. (2016). Indigenous Centered Conflict Resolution Processes in Canada, 1-45.

<https://www.nawash.ca/wordpress/wp-content/uploads/2016/10/Web-version-Final-Indigenous-Centred-Conflict-Resolution-app.pdf>

Letter of Understanding #6 – Re: Article 7.2

Notwithstanding the language contained in Article 7.2 of this agreement, the parties agree that:

1. The Student Transitions Advisor position will become a Union support staff position once the incumbent leaves the position, and the position becomes vacant; and
2. The Co-Op Coordinator position will be a faculty position once the current Co-Op Coordinator exempt term position reaches its end date on September 15, 2023.

Letter of Understanding #7 – Cost of Living Adjustment

Definitions

“General Wage Increase” or “GWI” means the overall general wage increase expressed as a percentage.

“Cost of Living Adjustment” or “COLA” means a percentage-based general wage increase adjustment provided in accordance with this Memorandum of Agreement. COLA is an upward adjustment applied to and folded into all wage rates.

The “annualized average of BC CPI over twelve months” (AABC CPI) means the *Latest 12-month Average Index % Change* reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March in the preceding year and concluding at the end of the following February.

The “Latest 12-month Average Index”, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The *Latest 12-month Average Index % Change* is reported publicly by BC Stats in the monthly BC Stats *Consumer Price Index Highlights* report. The BC Stats *Consumer Price Index Highlights* report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

COLA

The COLA will be applied as applicable to the GWI effective on April 1, 2023 and April 1, 2024. The COLA will be calculated by determining the difference between the AABC CPI and the annual general wage increase to the maximum COLA prescribed that year in Wage Schedule – Grids.

April 2023

If the 2023 AABC CPI exceeds the April 2023 GWI of 5.5%, then, on April 1, 2023 the April 2023 GWI will be adjusted upwards to reflect a COLA equal to the difference between the April 2023 GWI and the 2023 AABC CPI up to a maximum of 1.25%.

April 2024

If the 2024 AABC CPI exceeds the April 2024 GWI of 2.0%, then, on April 1, 2024 the April 2024 GWI will be adjusted upwards to reflect a COLA equal to the difference between the April 2024 GWI and the 2024 AABC CPI up to a maximum of 1.00%.

GENERAL WAGE INCREASES

All wage scales for classifications or positions in the collective agreement shall be increased by the following percentages effective on the dates indicated:

- (a) Effective April 01, 2022, all wage scales in the collective agreement which were in effect on March 31, 2022 shall have each step increased by \$455. The resulting rates of pay will then be increased by a further 3.24%. The new rates of pay shall be rounded to the nearest whole cent or dollar as applicable.
- (b) Effective April 01, 2023, all wage scales in the collective agreement which were in effect on March 31, 2023 shall be increased by 5.5%. The new rates of pay shall be rounded to the nearest whole cent or dollar as applicable.
- (c) Effective April 01, 2024, all wage scales in the collective agreement which were in effect on March 31, 2024 shall be increased by 2%. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (d) The above wage increases may be adjusted pursuant to Letter of Understanding #7 Re: Cost of Living Adjustment.

These wage increases shall apply to all current employees who are members of the bargaining unit on the date of ratification of the MOA and any employees who retired on or after April 1, 2022.

Appendix 1 – Support Staff Salary Scales

Salary Scales Effective April 1, 2022

| | Level 1 | Level 2 |
|----------|-----------|-----------|
| Step 10: | 44,474.03 | 54,132.88 |

(Red Circled Employees Only)

| Group | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|-------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 1 | 37,119.47 | 38,004.71 | 38,940.56 | 39,901.70 | 40,837.53 | 42,709.23 | 43,765.24 |
| 2 | 38,940.56 | 39,901.70 | 40,837.53 | 41,849.25 | 43,063.33 | 44,985.64 | 46,098.52 |
| 3 | 40,837.53 | 41,849.25 | 43,063.33 | 44,125.63 | 45,617.93 | 47,590.78 | 48,768.81 |
| 4 | 44,125.63 | 45,617.93 | 46,730.78 | 47,616.13 | 48,779.59 | 50,828.31 | 52,087.28 |
| 5 | 46,730.78 | 47,616.13 | 48,779.59 | 49,968.36 | 51,966.75 | 54,091.14 | 55,431.64 |
| 6 | 48,779.59 | 49,968.36 | 51,966.50 | 53,231.15 | 55,128.13 | 57,353.92 | 58,776.06 |
| 7 | 51,966.50 | 53,231.15 | 55,128.13 | 56,493.98 | 58,289.76 | 60,591.46 | 62,094.49 |
| 8 | 58,289.77 | 59,731.48 | 62,286.11 | 63,828.99 | 65,397.15 | 67,850.60 | 69,535.11 |
| 9 | 62,286.11 | 63,828.99 | 65,397.15 | 66,990.62 | 68,837.00 | 71,391.62 | 73,164.66 |
| 10 | 65,397.15 | 66,990.62 | 68,837.00 | 70,531.66 | 72,302.16 | 74,932.66 | 76,794.21 |
| 11 | 68,837.00 | 70,531.66 | 72,302.16 | 74,072.69 | 75,742.03 | 78,473.68 | 77,303.99 |
| 12 | 72,302.16 | 74,072.69 | 75,742.03 | 77,613.73 | 79,181.89 | 81,989.42 | 84,027.41 |
| 13 | 75,742.03 | 77,613.73 | 79,181.89 | 81,129.48 | 82,647.06 | 85,530.49 | 87,656.98 |
| 14 | 79,181.89 | 81,129.48 | 82,647.06 | 84,670.52 | 86,086.91 | 89,071.49 | 91,286.56 |

Salary Scales Effective April 1, 2023

| | | | | |
|----------|-----------|--|-----------|------------------------------|
| | Level 1 | | Level 2 | |
| Step 10: | 47,476.03 | | 57,786.85 | (Red Circled Employees Only) |

| Group | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|-------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 1 | 39,625.03 | 40,570.03 | 41,569.05 | 42,595.06 | 43,594.06 | 45,592.10 | 46,719.39 |
| 2 | 41,569.05 | 42,595.06 | 43,594.06 | 44,674.07 | 45,970.10 | 48,022.17 | 49,210.17 |
| 3 | 43,594.06 | 44,674.07 | 45,970.10 | 47,104.11 | 48,697.14 | 50,803.16 | 52,060.70 |
| 4 | 47,104.11 | 48,697.14 | 49,885.11 | 50,830.22 | 52,072.21 | 54,259.22 | 55,603.17 |
| 5 | 49,885.11 | 50,830.22 | 52,072.21 | 53,341.22 | 55,474.51 | 57,742.29 | 59,173.28 |
| 6 | 52,072.21 | 53,341.22 | 55,474.24 | 56,824.25 | 58,849.28 | 61,225.31 | 62,743.44 |
| 7 | 55,474.24 | 56,824.25 | 58,849.28 | 60,307.32 | 62,224.32 | 64,681.38 | 66,285.87 |
| 8 | 62,224.33 | 63,763.35 | 66,490.42 | 68,137.45 | 69,811.46 | 72,430.52 | 74,228.73 |
| 9 | 66,490.42 | 68,137.45 | 69,811.46 | 71,512.49 | 73,483.50 | 76,210.55 | 78,103.27 |
| 10 | 69,811.46 | 71,512.49 | 73,483.50 | 75,292.55 | 77,182.56 | 79,990.61 | 81,977.82 |
| 11 | 73,483.50 | 75,292.55 | 77,182.56 | 79,072.60 | 80,854.62 | 83,770.65 | 82,522.01 |
| 12 | 77,182.56 | 79,072.60 | 80,854.62 | 82,852.66 | 84,526.67 | 87,523.71 | 89,699.26 |
| 13 | 80,854.62 | 82,852.66 | 84,526.67 | 86,605.72 | 88,225.74 | 91,303.80 | 93,573.83 |
| 14 | 84,526.67 | 86,605.72 | 88,225.74 | 90,385.78 | 91,897.78 | 95,083.82 | 97,448.40 |

Salary Scales Effective April 1, 2024*

| | | | | |
|----------|-----------|--|-----------|------------------------------|
| | Level 1 | | Level 2 | |
| Step 10: | 48,425.55 | | 58,942.59 | (Red Circled Employees Only) |

| Group | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|-------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 1 | 40,417.53 | 41,381.43 | 42,400.43 | 43,446.96 | 44,465.94 | 46,503.94 | 47,653.78 |
| 2 | 42,400.43 | 43,446.96 | 44,465.94 | 45,567.55 | 46,889.50 | 48,982.61 | 50,194.37 |
| 3 | 44,465.94 | 45,567.55 | 46,889.50 | 48,046.19 | 49,671.08 | 51,819.22 | 53,101.91 |
| 4 | 48,046.19 | 49,671.08 | 50,882.81 | 51,846.82 | 53,113.65 | 55,344.40 | 56,715.23 |
| 5 | 50,882.81 | 51,846.82 | 53,113.65 | 54,408.04 | 56,584.00 | 58,897.14 | 60,356.75 |
| 6 | 53,113.65 | 54,408.04 | 56,583.72 | 57,960.74 | 60,026.27 | 62,449.82 | 63,998.31 |
| 7 | 56,583.72 | 57,960.74 | 60,026.27 | 61,513.47 | 63,468.81 | 65,975.01 | 67,611.59 |
| 8 | 63,468.82 | 65,038.62 | 67,820.23 | 69,500.20 | 71,207.69 | 73,879.13 | 75,713.30 |
| 9 | 67,820.23 | 69,500.20 | 71,207.69 | 72,942.74 | 74,953.17 | 77,734.76 | 79,665.34 |
| 10 | 71,207.69 | 72,942.74 | 74,953.17 | 76,798.40 | 78,726.21 | 81,590.42 | 83,617.38 |
| 11 | 74,953.17 | 76,798.40 | 78,726.21 | 80,654.05 | 82,471.71 | 85,446.06 | 84,172.45 |
| 12 | 78,726.21 | 80,654.05 | 82,471.71 | 84,509.71 | 86,217.20 | 89,274.18 | 91,493.25 |
| 13 | 82,471.71 | 84,509.71 | 86,217.20 | 88,337.83 | 89,990.25 | 93,129.88 | 95,445.31 |
| 14 | 86,217.20 | 88,337.83 | 89,990.25 | 92,193.50 | 93,735.74 | 96,985.50 | 99,397.37 |

*The wage increases will be further adjusted as per Letter of Understanding 7 – Cost of Living Adjustments.

Appendix 2 – Faculty Salary Scale (Provincial Salary Scale)

Sessional Faculty Scales

Effective May 1, 2023, the term rate for sessional faculty will be \$7,200 per section.
 Effective May 1, 2024, the term rate for sessional faculty will be \$7,600 per section.
 Courses that are 45 hours or less and have a section rate greater than 1.0 will be paid the flat term rate as indicated above.
 Courses with greater than 45 hours and have a section value of more than 1.0 will be paid at the term rate multiplied by the section value.
 Rates include vacation pay and benefit allowance.

Salary Scales Effective April 1, 2022

| | |
|----------|---------|
| Step 1: | 102,655 |
| Step 2: | 96,195 |
| Step 3: | 89,635 |
| Step 4: | 85,990 |
| Step 5: | 82,854 |
| Step 6: | 79,725 |
| Step 7: | 76,590 |
| Step 8: | 73,459 |
| Step 9: | 70,326 |
| Step 10: | 67,192 |
| Step 11: | 64,061 |

Salary Scales Effective April 1, 2023

| | |
|----------|---------|
| Step 1: | 109,584 |
| Step 2: | 102,688 |
| Step 3: | 95,685 |
| Step 4: | 91,794 |
| Step 5: | 88,447 |
| Step 6: | 85,106 |
| Step 7: | 81,760 |
| Step 8: | 78,417 |
| Step 9: | 75,073 |
| Step 10: | 71,727 |
| Step 11: | 68,385 |

Salary Scales Effective April 1, 2024*

| | |
|----------|---------|
| Step 1: | 111,776 |
| Step 2: | 104,742 |
| Step 3: | 97,599 |
| Step 4: | 93,630 |
| Step 5: | 90,216 |
| Step 6: | 86,808 |
| Step 7: | 83,395 |
| Step 8: | 79,985 |
| Step 9: | 76,574 |
| Step 10: | 73,162 |
| Step 11: | 69,753 |

*The wage increases will be further adjusted as per Letter of Understanding 7 – Cost of Living Adjustments.

Appendix 3 – 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 4 – 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 Employer's approval of the more frequent cleaning is not required.

Appendix 5 – Deferred Salary Leave Application, Agreement, and Approval Form

I have read and I understand the terms and conditions of Article 23.7 Deferred Salary Leave, 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 6 – Family Members for the Purpose of Article 23.3 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