

**COLLECTIVE AGREEMENT**

**between**

**VANCOUVER ISLAND UNIVERSITY**

**and**

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

**Effective from April 1, 2012 to March 31, 2014**

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## DEFINITIONS

“Collective Agreement” means the combination of provisions of the Common Agreement with local provisions that constitute a Collective Agreement between an institution and a local Union.

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

“Employer” means Vancouver Island University (VIU).

For the purpose of this collective agreement, “faculty member” means “vocational instructor”.

“FTE” is the value of a full-time equivalent workload per annum (see Appendix I).

“Joint Administration and Dispute Resolution Committee” or “JADRC” means the committee established under Article 7.4.

“Joint Labour-Management Committee” means a committee formed with equal representation from the Union and the Employer.

“Ministry” means the Ministry of Advanced Education.

“Post-Secondary Employers’ Association” or “PSEA” means the employers’ association established for post-secondary colleges, institutes, and special purpose, teaching universities under the Public Sector Employers’ Act.

“Ratification” means the acceptance by BCGEU, Vancouver Island University and the PSEA of the terms of the Agreement.

“Union” means BCGEU certified as the bargaining agent.

Workers’ Compensation Board of British Columbia (WCB BC) – WorkSafeBC is the operating name of the Workers’ Compensation Board of British Columbia, a statutory agency created by the Workers’ Compensation Act.

### Appointment Status:

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

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

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



Employment Status:

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

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

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

Any of the above may be described as part-time if the assignment is less than 1.0 FTE per annum.

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

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

(b) In support of our values of Learning, Discovery, Engagement, Diversity and Sustainability the University will provide to the Union all of the budget submissions from the Deans and Directors as presented to the Vice Presidents.

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

### 1.2 Future Legislation

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

### 1.3 Conflict with Regulations

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

### 1.4 Use of Singular Terms

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

### 1.5 Human Rights Act

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

### 1.6 Reduction in Salary or Benefits

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

## ARTICLE 2 - UNION RECOGNITION AND RIGHTS

### 2.1 Bargaining Agent Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent on behalf of employees employed by Vancouver Island University for whom BCGEU has been certified as bargaining agent by the Labour Relations Board of BC.

### 2.2 Correspondence

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

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

### 2.3 No Other Agreement

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

### 2.4 No Discrimination for Union Activity

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

### 2.5 Recognition and Rights of Stewards

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

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

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

The duties of stewards shall include:

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

## 2.6 Bulletin Boards

The Employer shall provide secure bulletin board facilities for Union use. The sites are to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union. In addition, the Employer shall provide access to electronic communication (e.g. email list serve).

## 2.7 Union Insignia

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

## 2.8 Right to Refuse to Cross Picket Lines

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

## 2.9 Time Off for Union Business

- (a) Without Pay -- Leave of absence without pay and without loss of seniority will be granted:
  - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
  - (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their premises of employment;
  - (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee.
- (b) A regular employee who is on leave of absence without pay in an elected or appointed position of the Union shall have accrued seniority banked.
- (c) With Pay -- Leave of absence with pay and without loss of seniority will be granted:
  - (1) to employees who are representatives of the Union to leave their employment to carry on negotiations with the Employer;
  - (2) to stewards, or their alternatives, to perform their duties pursuant to Section 2.5;
  - (3) to employees called to appear as witnesses before an Arbitration Board.
  - (4) 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 Employer 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 ( $\frac{1}{4}$ ) 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 ( $\frac{1}{4}$ ) full-time equivalent entitlement.

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

## 2.10 Committee Representation

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

## 2.11 Selection of University Administrators and Chairs

(a) Selection and appointment of the Provost and Vice-President Academic and Deans of Instruction is the duty and responsibility of the University Board. It is recognized, however, that such persons should be appointed only after wide consultation within the University community. Therefore, in order to assist the President in this task, a Search Committee, which will include Union representation, will be constituted. In the appointment of a Dean of Instruction where the majority of the faculty are members of BCGEU, there will be three (3) BCGEU representatives. These representatives will be appointed by the Union from the bargaining unit.

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

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

## 2.12 Appointment of a Dean from within the BCGEU Regular Membership

a) The term for a Dean appointed from within the BCGEU regular membership shall be at most five (5) years in duration, with the possibility of one (1) renewal term of at most five (5) years in duration, to a maximum of a ten (10)-year decanal appointment.

b) Dean's right to return to a BCGEU regular position

i. A Dean appointed from within the BCGEU regular membership shall have the right to return to his/her original BCGEU regular position on the completion of his/her decanal appointment provided the duration of the appointment, including renewals, does not exceed ten (10) years.

ii. BCGEU regular seniority will continue to accrue for the period of the decanal appointment.

c) Instructional Assignment for a Dean

- i. The Dean may be assigned a BCGEU instructional workload in the decanal program area(s), to a maximum of one (1) course per semester, provided such assignment does not result in a reduction to the instructional workload for existing BCGEU regular instructors in the decanal program area(s).
- ii. The instructional assignment for the Dean will result in no extra remuneration for doing so, including no BCGEU payment for that instruction.

### ARTICLE 3 - UNION SECURITY

- (a) All employees in the bargaining unit who, on October 22, 1974, were members of the Union, or thereafter become members of the Union, shall, as a condition of continued employment, maintain such membership.
- (b) All employees hired on or after April 21, 1975, shall, as a condition of continued employment, become members of the Union, and maintain such membership upon completion of thirty (30) days as an employee.

### ARTICLE 4 - CHECK-OFF OF UNION DUES

- (a) The Employer shall, as a condition of employment, deduct from the biweekly wages of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular biweekly dues payable to the Union by a member of the Union. The employee shall sign the authorization form provided by the Employer.
- (b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and (or) Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made biweekly and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made, together with the amounts deducted from each employee.
- (e) Before the Employer is obliged to deduct any amount under Section (a) of this Article, the Union must advise the Employer, in writing, of the amount of its regular biweekly dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer, signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (f) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous calendar year. Such receipts shall be provided to the employees prior to March 1 of the succeeding year.

### ARTICLE 5 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union security and dues check-off. A new employee shall be advised of the name and location of appropriate steward. Whenever the steward is employed in the same work area as the new employee, the immediate supervisor will introduce the employee to the steward, who will provide the employee with a copy of the Collective Agreement. Where operational requirements permit, the Employer agrees that a Union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes, sometime during the first thirty (30) days of employment, for the purpose of acquainting the new employee

with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Union. A copy of the job posting noting the successful applicant will be forwarded to the Union Chairperson after the close of each competition.

## **ARTICLE 6 - EMPLOYER'S RIGHTS**

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

## **ARTICLE 7 - EMPLOYER-UNION RELATIONS**

### **7.1 Representation at Meetings with the Employer**

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

### **7.2 Union Bargaining Committees**

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

### **7.3 Union Representatives**

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

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

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

### **7.4 Joint Administration and Dispute Resolution Committee**

#### **(a) Formation and Composition**

The Parties to this agreement will maintain a Joint Administration and Dispute Resolution Committee (JADRC) consisting of five (5) representatives of the employers and five (5) representatives of the Provincial Bargaining Council.

#### **(b) Operation**

Meetings of JADRC shall be held as needed. A meeting shall be called within twenty (20) days of the written request of either Party unless mutually agreed otherwise. A minimum of six (6) representatives with equal representation from the Common Parties will constitute a quorum. JADRC will set its own procedures and protocols. All decisions of JADRC will be mutual decisions between the Parties and will be recorded or confirmed in writing.

#### **(c) Purpose**

The purpose of JADRC is to:

- (1) Assist in the administration of collective agreements.
- (2) Provide a forum for dialogue between the Parties respecting issues impacting labour relations.
- (3) Provide a means for resolving issues pertaining to the implementation, interpretation and resolution of matters arising from the Common Agreement.
- (4) Appoint an Umpire(s) or Arbitrator(s) as applicable for:
  - (i) Jurisdictional Disputes Resolving process
  - (ii) Common Agreement Dispute Resolution
- (5) Develop strategies to reduce arbitration and related costs.

(d) Common Agreement Dispute Resolution

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

JADRC will act as the registrar for referred disputes and will forward the matter to an Arbitrator, within thirty (30) calendar days of the receipt of the dispute by JADRC's designated registrar. The agreed to list shall be as set out by JADRAC. The arbitrators shall be chosen in rotation from the list. A list of the arbitrators shall be provided to the Labour Management Committee once a year

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

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

(e) Process and Costs

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

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

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

Each local Party will be responsible for its own costs. The costs of the Arbitrator will be shared by the local Parties.

(f) Jurisdictional Dispute Resolving Process

(1) Preamble

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

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

(2) Process

(i) When requested, the Employer will provide a bargaining unit position or job description to the Union(s) certified at the institution. The Union may request such things as a draft job posting, job description, course outline, organizational chart, and other relevant information. The Employer will make every reasonable effort to respond to the request within seven (7) days of receipt of the request, but not later than thirty-one (31) days of receipt of the request.

(ii) For a new position or when a significant change has occurred, a local Party may request a meeting pursuant to Article 7.4(f)(2)(iii) below, to resolve any dispute which may arise concerning the appropriateness of bargaining unit placement.

(iii) When requested, the local Parties will meet within twenty-one (21) calendar days. Every effort will be made to reach agreement on the appropriate bargaining unit placement.

(iv) When there remains a dispute a local Party may refer the matter within thirty (30) calendar days to a Jurisdictional Assignment Umpire it selects from a list of Umpires appointed by the JADRC.

(v) The referral will include a brief outline of the particulars of the dispute, a summary of the Party's position on the matter and copies of documents upon which the Party intends to rely. A copy of the referral and documents will be sent to each Union certified and the Employer.

(vi) The Umpire will convene a hearing within twenty-one (21) days of receipt of the initial referral.

(vii) The Umpire will direct an exchange of particulars and documents upon which the Parties intend to rely no later than seven (7) days prior to a hearing of the matter.

(viii) The hearing will be expedited in all respects and conducted on an informal basis.

(ix) The expenses and fees of the Umpire will be borne equally among the Parties involved in the dispute.

(x) In determining the appropriateness of bargaining unit placement, the Umpire shall consider:

- a. job elements;
- b. past practice;
- c. impact on industrial relations;
- d. community of interest;
- e. employee preference, fairness and equity;
- f. certification definition(s);
- g. and such other factors as deemed appropriate by the Umpire.



(xi) The Umpire will render a decision within twenty-one (21) days after the conclusion of the hearing.

(xii) The Parties will accept the decision as final and binding on each of them.

### **7.5 Technical Information**

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

### **7.6 Human Resources Database**

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

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

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

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

(a) Relevant Matters include

(1) Health and Welfare

- (i) Benefit plan designs
- (ii) Participation rates
- (iii) Premiums
- (iv) Cost sharing
- (v) Commission costs
- (vi) Available studies commissioned by Government agencies
  - (e.g. comparative benefit analysis)
- (vii) Carrier contracts

(2) Collective Bargaining

- (i) Salary information by classification
- (ii) Demographics: age, gender, salary, placement, status
- (iii) Analysis of local collective agreements within the system
- (iv) Pension plan participation rates
- (v) FTE, head count, placement on scale, appointment status

(3) Contract Administration

- (i) Arbitration, Labour Relations Board, JADRC, Harassment, Jurisdictional and other third-party decisions and costs thereof for the system
- (ii) Local Letters of Understanding

## **ARTICLE 8 - RESPECTFUL WORKING ENVIRONMENT**

### **8.1 Statement of Commitment**

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

The Union and the Employer 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 Union and the Employer agree that attendance at these educational and training programs is mandatory.

### **8.2 Discrimination and Harassment (BC Human Rights Code)**

- (a) Harassment is a form of discrimination that adversely affects the recipient on one (1) 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 (1) of the following conditions:

- (1) is abusive or demeaning;
- (2) would be viewed by a reasonable person experiencing the behaviour or effect of the behaviour, as an interference with his/her participation in an institution-related activity;
- (3) 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 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.

- (b) Sexual Harassment

The Union and the Employer recognize the right of the employees to work and students to learn in an environment free from sexual harassment; therefore, the Employer will undertake to discipline an employee engaging in sexual harassment. Sexual Harassment is:

- (1) behaviour of a sexual nature by a person who knows or ought reasonably to know that the behaviour is unwanted or unwelcome; and
- (2) which interferes with another person's participation in an institution-related activity; or

- (3) which leads to or implies employment, educational or academically-related consequences for the person harassed; or
- (4) which creates a poisoned environment.

The parties agree that, where mutually agreeable, they shall first attempt to use Vancouver Island University Procedure No. 21.03.001 to resolve complaints prior to accessing the grievance process. An employee may initiate a grievance under this Clause. Grievances under this Clause will be handled with all possible confidentiality.

An alleged offender under this Clause shall be entitled:

- (1) to be given notice of the substance of a grievance under this Clause;
- (2) to be given notice and to attend, participate in and be represented in any arbitration hearing which is held as a result of a grievance under this Clause.

### **8.3 Workplace Bullying and Personal Harassment**

(a) The parties support a working environment that is free from workplace bullying and personal harassment. For the purposes of this Article, the definition for workplace bullying and personal harassment will be as set out in Vancouver Island University Policy No. 21.05 and Procedure No. 21.05.001.

(b) The Union and the Employer agree that attendance in educational and training programs is mandatory for all employees, including the mandatory awareness and prevention training for all persons in a supervisory role, including but not limited to excluded personnel, Program Chairs, Union Shop Stewards and Executives.

(c) The procedures for addressing workplace bullying and personal harassment complaints will be in accordance with Vancouver Island University Policy No. 21.05 and Procedure No. 21.05.001.

The complainant and the respondent have the right to have a Union shop steward present at all times during the investigative process.

### **8.4 Procedures for Discrimination and Harassment (BC Human Rights Code)**

The procedures for addressing human rights and sexual harassment complaints will be in accordance with Vancouver Island University Policy No. 21.03 and Procedure No. 21.03.001.

The complainant and the respondent have the right to have a Union shop steward present at all times during the investigative process.

#### **(a) Informal Processes**

The Parties agree that, where mutually agreeable, they may first attempt to use Vancouver Island University policies or processes to resolve complaints of harassment and sexual harassment prior to accessing the following procedures in Article 8.4(c) Mediation and 8.4(d) Investigation.

#### **(b) 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 his/her 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 8 investigation involving an allegation of harassment.

(c) Mediation

When a complaint is received by the Employer involving an individual covered by this Collective Agreement, the Parties will initiate a mediation procedure at the bargaining unit level. The mediation process is the recommended avenue of resolution. Consensual mediation will require the agreement of the complainant and the respondent to use the following process:

- (1) the Parties will discuss the nature of the complaint and agree upon who will conduct the mediation;
- (2) the mediation process and resolution will be kept strictly confidential by all participants;
- (3) 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;
- (4) 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.

(d) 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 Parties. An Investigator will be appointed within ten (10) working days of referral.

Where the Parties are unable to agree on a list of Investigators, JADRC will determine the list.

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 Employer and forwarded to the Investigator with a copy sent to the Union(s).

The appointment of an Investigator does not preclude an Investigator from mediating the dispute where possible up to the time of submission of the Investigator's report to the Parties pursuant to Article 8.4(e)(1) 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.

(e) Terms of Reference of the Investigator

- (1) The purpose of the Investigator will be to ascertain facts.
- (2) All persons quoted in the investigation will be named by code determined by the Investigator to preserve confidentiality.
- (3) 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.

(4) 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.

(5) Reliance on Report of Third Party Investigator

Despite Article 8.4(c)(4), 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.

(6) The Investigator will not be compellable as a witness in any arbitration or other legal procedure which may result from the investigation.

(7) The Investigator will conclude her/his 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 a dispute arises with respect to the extension, the matter will be referred to JADRC. If requested by the investigator, the Employer will provide meeting space and contact information about persons to be interviewed.

(8) The Investigator may, as part of her/his report, make recommendations for resolution of the complaint.

(9) The Investigator's report will not be placed on an employee's file.

(f) List of Local Investigators

The following list of local Investigators is attached for the use of the Parties at their option under Article 8.4(a):

- Judi Korbin
- Kate Young
- John McConchie
- Marguerite Jackson

## 8.5 Findings

(a) 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 Parties.

(b) The determination will:

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

## 8.6 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 Parties may agree to have the Investigator investigate all of the complaints, in order to relieve against expense and duality of process.

- (a) The above noted procedure does not restrict:
  - (1) The Employer's right to take disciplinary action;
  - (2) The Union's right to grieve such disciplinary action or to grieve an alleged violation of this Article.
- (b) The report of the Investigator may be used in the development of an Agreed Statement of Fact for an arbitral proceeding.

### **8.7 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.

### **8.8 Discussion**

The Parties will meet as necessary to facilitate the administration and other aspects of the application of this Article including issues arising under Article 8.9 below. The Parties may refer any differences over the administration or application of this Article to JADRC for resolution.

### **8.9 Relation to Other Agreements**

Where a complaint under Article 8 involves individuals who are covered by another Collective Agreement, the Parties will meet to clarify and agree upon a procedure

## **ARTICLE 9 - GRIEVANCES**

### **9.1 Definition**

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

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

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

### **9.2 Step 1**

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

### **9.3 Time Limits to Present Initial Grievance**

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Article 9.4, must do so no later than thirty (30) calendar days after the date:

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

### **9.4 Step 2**

- (a) If the grievance is not resolved at Step 1, subject to the time limits in Article 9.3, the employee may present a grievance at this level by:
  - (1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
  - (2) stating the Article or Articles of the Agreement infringed upon or alleged to have been violated, and the remedy or correction required; and,
  - (3) transmitting this grievance to the Manager of Labour Relations through the Union steward.
- (b) The Manager of Labour Relations shall:
  - (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2;
  - (2) provide the employee with a receipt stating the date on which the grievance was received.

### **9.5 Time Limit to Reply at Step 2**

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

### **9.6 Step 3**

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

- (a) within fourteen (14) calendar days after the decision has been conveyed by the representative designated by the Employer to grievances at Step 2;
- (b) within fourteen (14) calendar days after the Employer's reply was due.

### **9.7 Time Limit to Reply at Step 3**

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

### **9.8 Failure to Act**

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

### **9.9 Time Limit to Submit to Arbitration**

Failing satisfactory settlement at Step 3, and pursuant to Article 10, the President or designate, may inform the Employer of the intention to submit the dispute to arbitration within:

- (a) thirty (30) calendar days after the Employer's decision has been received; or
- (b) thirty (30) calendar days after the Employer's decision was due.

### **9.10 Amending of Time Limits**

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

### **9.11 Dismissal or Suspension Grievance**

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

### **9.12 Deviation from Grievance Procedure**

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

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

### **9.13 Policy Grievance**

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

Where no satisfactory agreement is reached, either Party may submit the dispute to arbitration, as set out in Article 11 of this Agreement.

### **9.14 Technical Objections to Grievances**

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

### **9.15 Retroactive Settlements**

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



## ARTICLE 10 - ARBITRATION

### 10.1 Notification

Where a difference arising between the Parties relating to the interpretation, application or administration of the Agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this Agreement has been violated, either of the Parties may, after exhausting the grievance procedure in Article 9, notify the other Party, within thirty (30) calendar days of the receipt of the reply at Step 3, of its desire to submit the difference or allegations to arbitration.

### 10.2 Appointment of a Single Arbitrator

When a Party has requested that a grievance be submitted to arbitration, a single Arbitrator shall be selected from a list agreed to by the Parties. The arbitrators on the agreed to list shall be selected through rotation and availability.

### 10.3 Appointment of a Board of Arbitration

Notwithstanding the provisions contained in Section 10.2, the Parties shall, by mutual consent, have the option to appoint a three (3) member Board of Arbitration. The Party requesting the grievance be submitted to arbitration shall indicate to the other Party of the Agreement the name of its nominee on an Arbitration Board. Within seven (7) calendar days thereafter, the other Party shall indicate the name of its appointee to the Arbitration Board. The two (2) Arbitrators shall then meet to select an impartial Chairman.

### 10.4 Failure to Appoint

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

### 10.5 Board Procedure

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

### 10.6 Amending Time Limits

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

### 10.7 Appointment of Arbitrator

The agreed to arbitrators pursuant to Article 10.2, shall be as follows:

- Chris Sullivan
- Colin Taylor
- John Hall
- Mark Brown
- Marguerite Jackson

## ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE

### 11.1 Burden of Proof

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

### 11.2 Requirement of Writing

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

### 11.3 Dismissal and Suspension Grievance

All dismissals and suspensions will be subject to formal grievance procedure under Article 9 of this Agreement. A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union within five (5) calendar days of the action being taken.

### 11.4 Right to Grieve Other Disciplinary Action

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

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

### 11.5 Evaluation Reports

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

### 11.6 Union Representation

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

**ARTICLE 12 - SENIORITY, LAYOFF AND RECALL, SEVERANCE,  
BUMPING RIGHTS**

**12.1 Seniority Defined**

Definition of Service - Service shall be defined as the total hours paid, exclusive of overtime, converted to an FTE. 1.0 FTE, exclusive of overtime, shall represent one (1) year of service. (See Appendix I.)

(a) Regular Employee Seniority

Seniority shall be defined as the number of accrued hours paid in the bargaining unit. Accrued hours for a regular employee shall include all regular hours paid, plus hours accrued per Article 12.1(c)(3) to a maximum of 1.0 FTE per year (equivalent to one (1) year seniority), exclusive of overtime and vacation pay-in-lieu.

(b) Term Employee Seniority

(1) Term employees shall accumulate seniority based on the total number of hours paid, exclusive of overtime and vacation pay-in-lieu, by an employee in the bargaining unit pursuant to his/her term appointment.

(2) Term employees shall lose all seniority accumulated as a term employee in accordance with Articles 12.1(b)(1) and (2) if a period of twenty-four (24) months elapses from the date of the last term appointment to the date at which such an employee commences a subsequent term appointment.

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

(i) determining the term employee's incremental entitlement in accordance with Article 24.5(d)(2) herein;

(ii) preference for term appointment vacancies in accordance with Article 30.3 herein;

(4) Any former term employee of the University hired on a subsequent term appointment more than twenty-four (24) months after the end of his previous term appointment shall accumulate term employee seniority in accordance with this Article 12.1(b) as a new employee starting at a base of zero hours and shall be placed on the salary scale in accordance with the initial placement provisions of Article 24.5(a).

(5) Seniority as applied to term employees in this Collective Agreement shall be limited to the application of seniority credits only for the purposes identified in Article 12.1(b)(4) above.

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

(c) Additional Hours

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

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

(3) Qualified term employees shall be offered auxiliary work by seniority only after regular part-time employees have been offered such work.

(4) Any regular part-time employee who is assigned additional hours shall have those term and auxiliary hours, exclusive of overtime and vacation pay-in-lieu, credited to his/her regular seniority bank.

(5) Any term employee who is assigned additional hours shall have those term and auxiliary hours, exclusive of overtime and vacation pay-in-lieu, credited to his/her term seniority bank.

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

(d) Auxiliary employees shall not accumulate seniority.

## 12.2 Seniority List

(a) The Employer shall provide the Union with a seniority list for regular and term employees on January 31 and September 30 of each year.

(b) Before a change in workload can occur, including layoffs, claiming and posting and hiring of available work, the seniority list will be updated to include paid hours and accrued vacation. The seniority list will be updated to the date that the employee is exercising his/her rights for the above.

## 12.3 Loss of Seniority

(a) Regular Employees

An employee shall lose seniority as a regular employee if:

- (1) discharged for just cause;
- (2) voluntary termination of employment or abandonment of position occurs;
- (3) laid off for more than twenty-four (24) months;
- (4) elects severance on layoff, pursuant to Article 12.9.

(b) Term Employees

A term employee shall lose seniority as a term employee:

- (1) if a period of twenty-four (24) months elapses from the end date of the last term appointment, subject to Clause (4) below;
- (2) if discharged for just cause;
- (3) if voluntary termination of employment or abandonment occurs;
- (4) if a period of twenty-four (24) months elapses from the date of termination of WorkSafe BC wage loss and vocational rehabilitation benefits for a claim incurred while on the job at Vancouver Island University;
- (5) in the event that any of the circumstances in Article 12.3(a)(1), (2) and (4) occur.

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

## 12.4 Same Seniority Credits

- (a) When two (2) or more regular employees have the same service seniority credits and when mutual agreement cannot be reached, then seniority shall be determined by chance. (Refer to Articles 17.2(d) and 30.3).
- (b) Regular seniority will accrue upon commencement of a regular appointment. In those situations where more than one (1) instructor within a department is regularized through this regularization process and they have the same seniority accrual, the rank order of seniority will be determined first considering term seniority accrued prior to regularization and, if that is equal, by the provisions of Article 12.4.
- (c) When two (2) or more term employees have the same number of hours of seniority, then seniority shall be determined by chance.

## 12.5 Pre-Layoff Canvass

- (a) Where the Employer identifies to the Union a need to proceed with a layoff of regular employees pursuant to Article 12.7, the Employer shall, prior to issuing a layoff notice to any employee under Article 12:
  - (1) canvass the placement of regular employee(s), identified pursuant to Article 12.7, for layoff into a vacant position for which the employee(s) is qualified (the posting procedures in this Agreement shall be waived for such vacancies); or
  - (2) canvass any regular employee or group of regular employees within the Department identified (competency considered) for reduction in order to invite on a voluntary basis resignation with severance benefits of one (1) month for each full year of service up to a maximum of three (3) months.
- (b) Where an employee(s) selects an option or accepts an offer of placement, which shall be confirmed in writing by the Employer, such acceptance is final and binding on the employee.
- (c) Responses from employees to the pre-layoff canvass will be received by the Employer for consideration only if submitted within fourteen (14) calendar days of issuance of a written notice to the employee or group of employees within the department identified for reduction and to the Union of the pre-layoff canvass.
- (d) Where the number of volunteers exceeds the number of positions to be reduced, the determination shall be on the basis of program need and other relevant factors, one (1) of which is seniority.

## 12.6 Notice of Layoff

- (a) In the event of a layoff of regular employees, notice shall be twenty (20) working days as the required written notice.
- (b) Reduction, in whole or part, of a BCGEU faculty member's current regular appointment will constitute a layoff. Should it be necessary, layoff notice shall be served to a faculty member on assisted, unassisted or vacation leave subject to the conditions of this section.
- (c) When the Senate approves a recommendation to suspend a program through the Summative Assessment process that may result in the layoff of a faculty member(s), the University shall notify the Union of the Senate decision no less than three (3) months prior to the formal notice of layoff.
- (d) When written notice is given to the faculty member, the University shall provide the reasons for layoff and inform the faculty member(s) of his/her rights as outlined in the collective agreement.

## 12.7 Layoff, Recall, Bumping Rights of Regular Employees

(a) A regular employee with three (3) or more years of regular service seniority who is to be laid off shall elect one (1) of the following:

- (1) if applicable, accept a reduced assignment;
- (2) fill a vacancy where he/she has the necessary skills, abilities, experience, education, qualifications and certifications;
- (3) displace a regular employee with less regular service seniority where the laid off employee has the necessary skills, abilities, experience, education, qualifications and certifications. Where a regular employee elects to displace another regular employee with less regular service seniority, he/she shall notify the Employer within ten (10) calendar days of his/her receipt of notice of layoff; or where a regular employee exercises his/her right to displace a regular employee with less service seniority, the Union and the bargaining unit Chairperson shall be notified in writing by copy of the acknowledgement letter to the regular employee. The bargaining unit Chairperson or his/her designate, if requested by the regular employee, can sit as an observer at all interviews dealing with the displacement option exercised by the regular employee;
- (4) elect severance benefits, if eligible, provided for in Article 12.9. A regular employee who elects severance pay and is subsequently re-employed shall not be entitled to re-credit seniority;
- (5) remain available for recall for twenty-four (24) months;
- (6) opt for retraining plan in Article 12.11.

(b) A regular employee, subject to layoff, who has less than three (3) years regular service seniority shall elect one (1) of the following:

- (1) if applicable, accept a reduced assignment;
- (2) fill a vacancy where he/she has the necessary skills, abilities, experience, education, qualifications and certifications;
- (3) to displace a regular employee with less regular service seniority, within the same department listing in Appendix C where the laid off employee has the necessary skills, abilities, experience, education, qualifications and certifications. Where a regular employee elects to displace another regular employee with less regular service seniority, he/she shall notify the Employer within ten (10) calendar days of his/her receipt of notice of layoff; or where a regular employee exercises his/her right to displace a regular employee with less regular service seniority, the Union and the bargaining unit Chairperson shall be notified in writing by copy of the acknowledgement letter to the regular employee. The bargaining unit Chairperson or his/her designate, if requested by the regular employee, can sit as an observer at all interviews dealing with the displacement option exercised by the regular employee. The regular employee who is displaced, in the event more than one (1) possibility exists, shall be the one (1) with the least regular service seniority; or
- (4) remain available for recall for twenty-four (24) months.

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

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

## 12.8 Registry of Laid Off Employees

- (a) 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.

- (1) Employers are encouraged to use the Registry for the posting of all available positions.
  - (2) Employers will post on the Registry all employment opportunities of half-time ( $\frac{1}{2}$ ) 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 (Appendix E1 - Form 1).
  - (3) Postings will be removed from the Registry and archived to the database one (1) week after the closing by the Employer that entered the posting.
  - (4) Employers may elect to include job postings of positions from institutions not covered by this Agreement.
  - (5) All employees covered by this Agreement may access the electronic Registry of job postings for purposes of review.
  - (6) Unions, Employers and eligible employees have the right to access the information on the Registry.
- (b) Electronic Registry of Eligible Employees (Registrants)
- (1) 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) term employees with two (2) calendar years of service working at fifty percent (50%) workload or greater, as defined in the applicable local agreements.
  - (2) Employees who meet the service requirements of Article 12.8(b)(1)(i) above and have not had appointments renewed are eligible for listing on the Registry.
  - (3) 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 reappointed;
    - (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.
  - (4) Implementation
    - (i) An employee applies for listing through the Human Resources 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 local Union if he/she is no longer available for employment through the Registry.

(5) 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.

(c) Applying for Available Positions

(1) It is the responsibility of an employee listed on the Registry to enquire about and apply for available work as listed on the Electronic Posting of Available Positions.

(2) An employee applying for a posted position in the manner prescribed by the posting institution must tell the institution at the time of application that he/she is a registrant on the Registry.

(d) Rights for Registrants

(1) 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.

(2) 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 insurance 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.

a. In the case of the hiring from the Registry of an applicant represented by the BCGEU into another bargaining unit represented by the BCGEU, he/she will have his/her seniority recognized for all purposes other than severance accrual.

b. FPSE local Unions may elect to participate in a reciprocal arrangement with other participating FPSE locals and with the BCGEU bargaining units for the purposes of recognition of seniority other than severance accrual. FPSE local Unions that elect to participate in such a reciprocal arrangement must indicate their participation through formal notification to JADRC.



c. 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 his/her seniority to that new institution for all purposes other than severance accrual.

d. 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.

e. 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 him or her in accordance with its relocation policies and practices for the position for which the registrant was hired.

### **12.9 Severance Pay**

A regular employee, subject to layoff, who has three (3) years or more of regular service seniority with the Employer, shall be entitled to receive severance pay of one (1) month salary for each completed year of seniority to a maximum of three (3) months' salary.

### **12.10 Reinstatement of a Regular Employee**

The following shall apply to regular employees:

- (a) Should the position occupied by a regular employee prior to layoff be reinstated or a position with the identical terms of reference be vacated or created in the same department, within the twenty-four (24) month recall period, the employee will be offered the position. Article 30.1 will be waived in this instance.
- (b) However, all other vacancies in the Union other than short-term vacancies (less than thirty [30] continuous working days) will be posted except those assignments accessed by regular part-time employees pursuant to Article 12.1(c)(1). The Employer shall send notice to laid-off employees. It is the responsibility of the employee to ensure the Human Resources Department is duly notified of the current mailing address.
- (c) Vacancies referred to in Article 12.10(b) shall be offered in the following order:
  - (1) regular laid-off employees within the twenty-four (24) month recall period;
  - (2) regular part-time employees;
  - (3) term employees.
- (d) The consideration of regular and term employees as set out in Article 12.10(c) above shall be in accordance with the provisions of Article 30.2 for regular employees and Article 30.3 for term employees

### **12.11 Retraining of Regular Employees**

Employees who have been laid off may, under the provisions of this Article, elect to be retrained for specific future employment within the Employer, as outlined in Article 12.7(a)(7) opt for retraining plan.

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

If a retraining plan is agreed to between the Employer, Union and the Employee involved, the employee shall receive an amount equivalent to the severance pay in Article 12.9. This amount shall be allocated in such a manner as to provide a payment plan during the retraining period. Continuation of Health and Insurance benefits shall be subject to:

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

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

An employee who chooses to be retrained shall accrue seniority for the first two (2) years of the retraining program, and shall, upon reinstatement, be placed with no loss of salary status.

## **ARTICLE 13 - REGULARIZATION**

### **13.1 Regularization**

- (a) For the purpose of this Article, “term workload” means the direct instructional component or non-instructional assignment.
- (b) Conversion of Instructors from Term to Regular Status

A term employee will be eligible for regularization if he/she has worked a minimum of 0.4348 FTE term workload in each of two (2) consecutive appointment years (see Appendix I). Regularization will be based on:

- (1) the average term workload of the two (2) consecutive qualifying years, to a maximum of full-time, will be converted to an FTE value (see Appendix I); and
- (2) through an annual review, the department will determine the allocation of annual workload (number of hours per day and months per year) to achieve that FTE.

Note: this could result in a regular appointment of less than twelve (12) months, with an annual scheduled break (lay-off notice not required, no provisions of lay-off apply).

- (c) Conversion of Part-time Term Appointments to Increased Regular Status

Increase to regular appointment will be based on:

- (1) additional term workload will be converted to regular, based on the average term workload of the two (2) consecutive qualifying years, to a maximum of full-time, which will be converted to an FTE value (see Appendix I); and,
- (2) through an annual review, the department will determine the allocation of annual workload (number of hours per day and months per year) to achieve that FTE.

- (d) Other Conditions

- (1) Conversions will be carried out upon review on April 1 for implementation for any change required by August 1 of each year.
- (2) An appointment year is August 1 to July 31.

(3) In all cases, regularization or conversion is subject to satisfactory evaluation, seniority considerations if relevant, availability of ongoing work, and qualifications for the work available.

(4) Provided that all other conditions are met, the absence of an evaluation having been done shall not be a bar to regularization.

(5) The availability of such qualifying ongoing employment that is not for the purpose of leave replacement, such as under Articles 2.9, 11, 17, 18, 19, 22.6, 24.3, is confirmed no later than October 1 after completion of the two consecutive appointment years.

(e) Multiple Departments

In cases where term workload for regularization or conversion is accrued in more than one (1) department, the following sequence will apply:

(1) The workload will be first accommodated in the department(s) where they originated.

(2) If any portion of the workload cannot be accommodated by the originating department, the balance of that workload will be referred to the other departments, in descending order (order is based on the total FTE workload accrued in each department).

(f) Sequence of Action Regarding Regularization

(1) Conversion of term appointments to increased regular status in order of seniority, provided qualifications are met for the work available.

(2) Conversion of eligible term employees, in order of seniority, provided qualifications are met for the work available.

(3) Exercise of “right to claim” by regular employees including newly regularized employees under (e)(1) and (e)(2) above. (Article 12.1(c) ).

(4) Posting of term vacancies to meet any work requirements still unfilled.

Note: The D. Munroe Award dated January 18, 2000, provides that nothing prohibits the Employer’s right to regularization of any position as it deems necessary.

## **ARTICLE 14 - WORKLOAD**

### **14.1 Workload Defined**

(a) Instructional Workload

For the purpose of this Article, "instructional workload" means a direct instructional component and an indirect instructional component.

(b) Non-Instructional Workload

For the purpose of this Article, “non-instructional workload” means a Chair or non-teaching assignment, which is recognized as distinct from 14.1(a).

### **14.2 Contact Hours/Workweek**

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

(b) A full direct instructional workload shall be at a minimum of twenty (20) hours per week up to a maximum of twenty-five (25) hours per week and described as a percentage (%) of the Full Time

Equivalency (FTE) allocation, based on program norms (see Appendix I). Each program will establish an annual direct instructional workload. Health programs will be based on an average workload consisting of clinical and class theory. Any changes or exceptions to the program norms will be reviewed with the Union and require Executive approval. The rate of pay shall be as per the Salary Scale (Appendix A). There are two (2) components of instructional workload:

- (1) Direct instructional component, which include the following responsibilities:
    - classroom lectures;
    - shop and laboratory supervision and instruction;
    - classroom learning sessions;
    - seminars/tutorials/discussion groups.
  - (2) Indirect instructional component, which include the following responsibilities:
    - student interviews;
    - posted office hours;
    - instructional advising, evaluation, and preparation;
    - administrative responsibilities;
    - curriculum maintenance and program enhancement;
    - professional development activities;
    - other duties directly related to instruction, including department meetings and department initiatives;
    - liaising on student placements and assessments.
- (c) Self direction is a key aspect to meet indirect instructional professional responsibilities.
- (d) A Chair or non-instructional workload shall be up to a maximum of thirty-five (35) hours per week, and described as a percentage (%) of the Full Time Equivalency (FTE) allocation. Indirect instructional components may also be assigned to this workload. The rate of pay shall be as per the Salary Scale (Appendix A).
- (e) Instructional and non-instructional assignments will be determined by the Dean, Director or Regional Campus Principal in consultation with employees. An employee may request a review of his/her workload. If disagreement exists the matter shall be referred to the Labour Management Committee for further consultation. The review process does not limit the grievance process.
- (f) The number of hours per week for employees carrying both an instructional and non-instructional assignment shall be determined on a proportional basis.
- (g) All faculty members are expected to attend department meetings and to participate in department initiatives. Department meetings and department initiatives will be arranged to accommodate the majority of faculty members' teaching schedules, not necessarily on the same day or time of the week.
- (h) Subject to departmental needs, an alternative direct instructional schedule for a normal work-week or biweekly pay period to a maximum as set out by the program norms (Appendix I), or seventy (70) hours for a non-instructional assignment, may be instituted by mutual agreement of the Dean, Director, or Regional Campus Principal and the employee.
- (i) If the department normally delivers direct instruction on an alternative four-day schedule, the fifth working day is normally scheduled for self-directed indirect instructional components.
- (j) New or substantive curriculum development is recognized as beyond the workload stated above. New instructional assignments or substantive work projects beyond the normal department scope will be funded separately.

(k) Current program direct instructional workloads that are under twenty (20) hours per week will be maintained unless otherwise agreed to by the Parties.

#### 14.3 Designated Headquarters

(a) Every employee covered by this Agreement shall be assigned a designated headquarters. When temporarily assigned another work location, time spent in travel from the employee's residence to the new work location in excess of time normally spent in travel from the employee's residence to his/her designated headquarters shall be considered time worked, pursuant to Article 14.1, and if that time worked results in overtime, such overtime shall be paid at the straight time rate. It is understood that time spent in travel shall be reasonable.

(b) The Parties recognize and agree that the Health programs require the assignment of dual-campus headquarters in order to remain viable. An instructor who is assigned to teach theory and/or clinical classes at both the Nanaimo and Cowichan campuses in both the Fall and Spring semesters and commutes the equivalent of no less than two (2) days per week each semester to the other campus shall receive a stipend of five hundred dollars (\$500.00) per semester at the end of each semester to a maximum of one thousand dollars (\$1,000.00) per year. The Parties agree there will be no additional cost to the Employer associated with instructors with this dual-campus headquarters arrangement.

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

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

#### 14.4 Meal Periods

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

#### 14.5 Rest Periods

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

#### 14.6 Continuing Education

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

### ARTICLE 15 - OVERTIME

#### 15.1 Definitions

- (a) "Overtime" means direct instructional component or non-instructional assignment performed by an employee in excess, or outside, of the regularly scheduled hours of work.
- (b) "Straight-time rate" means the hourly rate of remuneration.
- (c) "Time and one-half" means one and one-half times (1½x) the straight-time rate.

- (d) "Double time" means twice (2x) the straight-time rate.
- (e) "Double time and one-half" means two and one-half times (2½x) the straight-time rate.

### **15.2 Authorization and Application of Overtime**

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

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

### **15.3 Right to Refuse Overtime**

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

### **15.4 Overtime Entitlement**

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

- (a) Five (5) hours of direct instructional work on a regular scheduled workday, or up to eight (8) hours if on an alternate workweek, or with mutual agreement 14.2(c), less than full-time; seven (7) hours per day for a non-instructional assignment.
- (b) Exceeding the direct instructional program norm (see Appendix I) for the week or biweekly period, or thirty-five (35) hours of work per week for a non-instructional assignment (as defined in Article 14.1(b) or seventy (70) hours in a biweekly pay period. The rate of pay shall be maintained as per Appendix A.
- (c) Overtime premiums for employees carrying an instructional and non-instructional assignment shall be determined on a proportional basis based on a combined full-time appointment.
- (d) It is understood and agreed that the provisions made to this Agreement regarding non-instructional assignments shall become effective for any postings and subsequent appointments which occur after the effective date of the revised Collective Agreement.

### **15.5 Overtime Compensation**

- (a) Election of Time Off

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

- (b) No Carry Over of Overtime

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

- (c) Minimum Overtime Increment

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

### **15.6 Overtime Rates**

Overtime worked shall be compensated at the following rates:

- (a) time and one-half (1½x) for the first four (4) hours of overtime on a regularly scheduled workday;
- (b) double time (2x) for hours worked in excess of (a); and
- (c) double time (2x) for all hours worked on a day of rest.

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

### 15.7 Overtime Exemption

The Employer and the Union agree, when the Employer offers part-time instructors the opportunity to accept additional part-time auxiliary or term hours, merit considered, such assignments are exempt from overtime pay (as outlined in Article 15), provided they do not, in combination, exceed eight (8) direct instructional hours per day [as defined in Article 14.2(c)] and the program norms biweekly (see Appendix I).

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

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

## ARTICLE 16 - PAID HOLIDAYS

### 16.1 Paid Holidays

The following have been designated as paid holidays:

New Year's Day	British Columbia Day
<u>British Columbia Family Day</u>	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
<u>Victoria Day</u>	Christmas Day
Canada Day	Boxing Day

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

The addition of British Columbia Family Day, commencing in 2013, will take effect in accordance with the Family Day Act.

### 16.2 Holidays Falling on Saturday or Sunday

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

### 16.3 Holiday Falling on a Day of Rest

When a paid holiday falls on an employee's day of rest, the Employer shall make every reasonable effort to give the employee a lieu day off with pay on the first regularly scheduled workday following the day of

rest so affected. Where this is not possible, the lieu day shall be taken at a mutually agreeable time. A non-instructional day or an indirect instructional day is not a day of rest.

When a paid holiday is moved to another day under the provisions of this Clause:

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

#### **16.4 Holiday Falling on a Scheduled Workday**

An employee who works on a designated holiday which is a scheduled workday shall be compensated at the rate of double time (2x) for hours worked, plus a day off in lieu of the holiday; except for Christmas and New Year's when the compensation shall be at the rate of double time and one-half (2½x) for hours worked, plus a day off in lieu of the holiday.

#### **16.5 Holiday Coinciding with a Day of Vacation**

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

#### **16.6 Paid Holiday Entitlement for Employees Less than Full-time**

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

### **ARTICLE 17 - ANNUAL VACATIONS**

#### **17.1 Annual Vacation Entitlement**

The vacation year shall be defined as the twelve (12) month period commencing January 1 to December 31 each year.

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

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

This forty (40)-day entitlement shall be prorated in the event an employee is on leave pursuant to Articles 18.16, 18.20, 19, and 22.6.

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

#### **17.2 Utilization of Vacation Credits**

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



- (b) The full vacation entitlement would normally be scheduled to fit in with class schedules (low enrollment periods).
- (c) A teaching schedule will be developed in September in order that employees may identify periods wherein they may schedule annual vacation. Where vacation requests are for periods other than low enrollment, they will be considered on an individual basis, taking into account the reasons for the request, budget limitations and course cost implications.
- (d) A maximum of five (5) weeks of vacation in an unbroken period shall be granted on the basis of seniority within departments as first choice vacation period. Second periods of vacations shall be granted on seniority basis in a department but only after all "first" choices have been posted. The Employer shall make every reasonable effort to allow an eight (8)-week unbroken period if the instructor desires.
- (e) Vacation schedules will be circulated and posted by April 1 of each year.
- (f) An employee who does not exercise seniority rights within two (2) weeks of receiving the vacation schedule shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (g) Should programs not be offered in the following calendar year during the period July 1 to August 30, Union members affected will be advised in writing no later than June 1 of the preceding calendar year of this intention.

### **17.3 Vacation Carry Over and Vacation Payout**

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

The vacation entitlement for auxiliary and term employees, sixteen percent (16%) of regular straight-time earnings, shall be paid on each biweekly pay cheque.

### **17.4 Scheduled Vacations**

- (a) Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between employee and Employer.
- (b) An employee recalled to duty while on vacation shall be reimbursed expenses incurred consistent with Article 32 (Travel Allowance). Travel time to return to duty and where necessary to return to the place from where recalled will not be considered vacation time.

### **17.5 Illness or Injury During Vacation**

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

### **17.6 Vacation Credits Upon Death**

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

## ARTICLE 18 - SPECIAL AND OTHER LEAVE

### 18.1 Definitions

All leave entitlements are based on a calendar year (January 1 to December 31). All references to spouse within the leave provisions of this Agreement include heterosexual, common-law and same sex partners. References to family include spouse, children, children's spouses, stepchild, stepchild in-law, siblings, in-law siblings, parents, step-parents, parents-in-law, grandparents, grandchildren, nieces and nephews, and any other person living in the same household who is dependent upon the employee. For the purpose of Article 18.8 – Compassionate Care Leave – only, the definition of “family member” is as set out in Appendix H

### 18.2 General Leave

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

### 18.3 Seniority Accrual

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

### 18.4 Retention of Status

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

### 18.5 Benefits While on Leave

A faculty member will continue to receive his/her salary and benefits while on paid leave under this Article. A faculty member on unpaid leave may arrange to pay the costs required to maintain benefit coverage

### 18.6 Bereavement Leave

A faculty member not on leave of absence without pay or layoff will be entitled to five (5) days, equivalent to a faculty member's normal workweek as defined in Article 14.2, leave with no loss of pay and benefits in the case of the death of a family member and upon notification to the University. The University may grant additional leave with pay.

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

### 18.7 Family Illness Leave

A faculty member will be granted leave of absence for up to five (5) days, equivalent to a faculty member's normal workweek as defined in Article 14.2, per year without loss of pay or benefits for family illness for the purpose of actively caring for the member who is ill and requires the care of the faculty member. Additional family leave may be granted by the University.

### 18.8 Compassionate Care Leave

- (a) Entitlement

A faculty member will be granted a compassionate care leave of absence without pay for up to eight (8) weeks to care for a gravely ill family member. For the purpose of this Article 18.8, “family member” is defined as one of the persons listed in Appendix H – Family Members for the purpose of Article 18.8 Compassionate Care Leave. In order to be eligible for this leave, the faculty member 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.

A faculty member 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:

- (1) The faculty member's benefit coverage will continue for the duration of the compassionate care leave, to a maximum of eight (8) weeks, and the premium payment shall be on the same basis as if the faculty member were not on leave.
- (2) Where a faculty member elects to buy back pensionable service for part or all of the duration of the compassionate care leave, to a maximum of eight (8) weeks, the Employer will pay the Employer portion of the pension contributions in accordance with the Pension Plan regulations.
- (3) Compassionate care leave, up to a maximum of eight (8) weeks, shall be treated as continuous employment for the purposes of seniority accrual under this Agreement.
- (4) A faculty member who returns to work following a leave granted under this provision shall be placed in the position the faculty member held prior to the leave or in a comparable position.

(b) Additional Leaves

Should a faculty member require additional time to care for a gravely ill family member, additional leaves may be granted beyond the eight (8) week period specified in Article 18.8(a) above. Such additional leave shall be pursuant to Article 18.2 General Leave.

### 18.9 Special Leave

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

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

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

### 18.10 Full-Time Union or Public Duties

The Employer will grant a leave of absence without pay to a faculty member:

- (a) to engage in election campaign activities in a municipal, provincial or federal election to a maximum of ninety (90) days. Such leaves will not be unreasonably denied;
- (b) to seek election in a municipal, provincial, or federal election to a maximum of ninety (90) days;

- (c) for a period of one (1) year for faculty members selected for a full-time position with the Union or anybody to which the Union is affiliated;
- (d) where elected to public office, for up to two (2) consecutive terms.

### **18.11 Jury Duty and Court Appearances**

- (a) Leave of absence without loss of pay and benefits will be provided to a faculty member summoned to serve on a jury or when subpoenaed or summoned as a witness in a criminal or civil proceeding not occasioned by the faculty member's private affairs, or when the faculty member accompanies a dependent child when the child is subpoenaed or summoned to appear as a witness in a criminal or civil proceeding. A faculty member in receipt of pay or benefits under this Article has the responsibility to reimburse the Employer all monies paid to him/her by the Court, except travelling and meal allowances not reimbursed by the Employer.
- (b) Time spent at court by a faculty member in an official capacity shall be at the regular rate of pay.
- (c) Court actions arising from employment requiring attendance at court shall be with pay.
- (d) In the event an accused faculty member is jailed pending a court appearance, such leave of absence shall be without pay.

### **18.12 Leave for Writing Examinations**

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

### **18.13 Leave for Taking Courses**

- (a) A faculty member shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, and other expenses consistent with Articles 18.18 and 32. Fees are to be paid by the Employer when due.
- (b) A faculty member may be granted leave without pay, or leave with partial pay, to take courses in which the faculty member wishes to enroll.

### **18.14 Elections**

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

### **18.15 Exchange Leave**

A faculty member holding a regular or continuous appointment may exchange his/her position and responsibilities with a qualified person from another institution for a fixed period of time with the agreement of the faculty member's department and the Employer.

The faculty member will continue to receive regular salary and benefits for the duration of the exchange. The exchanging individual will be paid by his/her institutional Employer.

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

**18.16 Professional Development****(a) Faculty Professional Development Fund****(1) Purpose**

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

**(2) Process**

The Parties will mutually agree on a process and criteria for the review and adjudication of employee applications to the fund. Applications will be considered by the BCGEU Professional Development Committee. The process will include the recommendation of adjudicated applications to the applicable senior administrator. The senior administrator is responsible for the final approval of applications.

**(3) Fund**

The Faculty Professional Development Fund will be set at zero point six percent (0.6%) of the BCGEU faculty salary.

To address employee's requirements for leaves that are requested outside of normal time limits. Long-term leaves will make up seventy percent (70%) of total monies allotted to assisted leaves and remaining thirty percent (30%) will be held to address short term leave requests that are two (2) weeks or less.

Any funds left over in the Fund that are not spent at the end of any fiscal year shall be retained by the Employer.

**(b) Definition**

Professional development activities will be directly relevant to the role of the faculty members within the University, including:

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

**(c) Full-time Professional Development Leave**

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

(2) The Committee will be comprised of:

- a Dean, Director or Regional Campus Principal and one (1) other University administrator appointed by the Provost and Vice-President Academic or designate, and
- two (2) members appointed by the Union.

The Committee will review the professional development applications and submit a report to the Provost and Vice-President Academic or designate and the Union at the end of each review. The Committee will disperse the yearly allocated funds under this Article.

(3) Application Procedure – Within the time lines determined by the Committee, the employee will submit a request for long-term leave to the Dean, Director or Regional Campus Principal, who will forward the application to the Committee for consideration.

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

(4) Total monies received by the employee on assisted professional development leave, excluding research and travel grants, will not bring the total earnings to more than one hundred percent (100%) of base salary for the period of the leave. The funds provided for distribution will be based on the 0.6% Faculty Professional Development Fund.

If the faculty member earns more than one hundred percent (100%) of base salary, the University will reduce the rate of assistance accordingly, or he/she will be obliged to reimburse the amount in excess of one hundred percent (100%) to the University.

(5) Return Service Commitment - faculty members undertake to remain in the service of the University for a period equal to the length of the approved leave. In the event the faculty member elects not to continue as an employee for that length of time, he/she shall refund to the University the full amount paid to him/her by the University while on assisted professional development leave.

(6) Accountability - it is the responsibility of the faculty members to prepare a report of leave activities and accomplishments within two (2) months following the completion of the leave for the appropriate Dean, Director or Regional Campus Principal who will ensure reporting to the University Board.

(d) Waiver of Tuition Fees for University Faculty Members Enrolling in Credit Courses

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

(e) Waiver of Tuition Fees for University Faculty Members Enrolling in Continuing Education Courses

A faculty member who is employed for a minimum of three (3) months will be allowed to enrol only during the period of employment in one (1) non-credit or part-time vocational course per term at no cost, subject to procedures which will be set from time to time by the Continuing Education Department at each campus

### 18.17 Leave of Absence for University Committees

A faculty member whose assigned work schedule would prevent him/her from attending meetings of a University committee to which he/she has been elected or appointed, will be granted a leave of absence from his/her regular duties without loss of pay or other entitlements to attend such meeting(s).

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

### 18.18 Provincial Articulation

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

### 18.19 On-the-Job Training

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

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

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

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

Term employees who attend the Instructor's Diploma course while not on an active term appointment and who are subsequently reappointed may be reimbursed as above upon application to and approval by the Dean, Director or Regional Campus Principal.

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

### 18.20 Unassisted Leave/Reduced Workload

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

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

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

(b) Reduced Workload

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

### 18.21 Foreign Contract Leave

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

- (b) It is intended that Vancouver Island University, as the Employer of reference, retain responsibility for the payment of salary, related payroll procedures, seniority matters and incremental progression, and where possible, health and insurance coverage dependent upon the provisions of the applicable plans and the conditions of the carrier.
- (c) The salary payable to the faculty member on a foreign contract shall be the salary commitment specified in the foreign contract less the cost of any applicable health and insurance coverage. Such salary shall be inclusive of vacation entitlement which shall be considered to be sixteen percent (16%) of the foreign contract salary amount.
- (d) The faculty member on a foreign contract leave may elect to utilize accrued vacation credits to top up salary during the foreign contract leave period.
- (e) For the purposes of seniority of faculty members whose seniority is based on hours completed, the hours completed on a particular foreign contract shall be calculated by dividing the foreign contract salary payable to the faculty member by the faculty member's hourly rate of pay which the faculty member held immediately prior to the commencement of the foreign contract leave. If the faculty member's overseas work is less than his/her normal full-time work but is supplemented by external work deemed to be of value to the University, then such external work shall account as credit toward seniority. In any event, the seniority of a faculty member accumulated pursuant to this Article shall not exceed the seniority the faculty member would have gained as a full-time regular faculty member working at the University.
- (f) It is recognized that a foreign contract would not include provision for overtime or other premium pay.
- (g) (1) The faculty member on a foreign contract leave shall be subject to the working conditions of the contract employer.
- (2) It is understood that various provisions of the Vancouver Island University/BCGEU Collective Agreement will not be applicable to the employee on a foreign contract leave in view of Article 18.21(g)(1) above as well as due to the University being unable to enforce aspects of the employment relationship, such as, but not limited to, occupational health and safety, class size, etc.
- (3) It is recognized that a great deal of flexibility is required concerning travel expenses, hours/days of work, class and shift schedules, meal periods, statutory holidays, non-instructional duty days, professional development, processing of disciplinary action, evaluation methods and the grievance procedure, as well as other matters dependent upon the nature of the foreign contract assignment.
- (h) The faculty member will be reinstated to the faculty member's former position at the predetermined time upon the faculty member's return to the University unless the faculty member was a term faculty member.
- (i) These foreign contract assignments are normally arranged at the faculty member's initiative. However, if not at the faculty member's initiative the assignment will be upon mutual agreement only between the faculty member and the University.
- (j) It is recognized that the eligibility for Workers' Compensation coverage and claims remains in effect for a maximum of six (6) months when on assignment outside of Canada subject always to any changes in the applicable legislation that may impact the extent of the Workers' Compensation coverage that can be maintained.



## 18.22 Deferred Salary Leave

Deferred salary leave will be in accordance with Vancouver Island University Policy 43.18, and consistent with applicable legislation.

## ARTICLE 19 - MATERNITY AND PARENTAL LEAVE

### 19.1 Maternity Leave

A pregnant faculty member will qualify for maternity leave.

(a) Upon request, the faculty member will be granted a leave of absence, without pay, for a period of not more than six (6) months. In the case of a term faculty member, leave of absence without pay will be granted for a period of six (6) months or for the duration of the term appointment if less than six (6) months remains of the faculty member's term appointment from the date of the commencement of the above leave of absence.

(b) The period of maternity leave without pay may commence eleven (11) weeks before the expected date of birth, or a later date at the faculty member's request. The Employer may require the faculty member to commence the leave where the duties of the faculty member cannot reasonably be performed because of the pregnancy, and to continue the leave until the faculty member provides a certificate from a medical practitioner stating she is able to perform her duties.

(c) Regardless of the commencement date of the leave of absence, the leave shall not end before the expiration of six (6) weeks following the actual date of birth of the child, unless the faculty member requests a shorter period.

(d) A request for a shorter period must be submitted in writing to the Employer at least one (1) week before the date the faculty member indicates she intends to return to work, and the faculty member must furnish the Employer with a certificate from a medical practitioner stating that she is able to resume work.

(e) On return from maternity leave, a faculty member shall be placed in her former position or in a position of equal rank and salary.

### 19.2 Parental Leave

(a) Definitions

(1) "Common-law partner" is a person of the same or different sex where the faculty member has signed a declaration or affidavit that he/she has been living in a common-law relationship or has been co-habiting for at least twelve (12) months. The period of co-habitation may be less than twelve (12) months where the faculty member has claimed the common-law partner's child/children for taxation purposes.

(2) "Base Salary" is the salary that a faculty member would earn if working his/her full workload up to a maximum of a full workload (see Appendix I).

(b) Entitlement

Upon written request, a faculty member shall be entitled to a leave of absence without pay of up to twelve (12) consecutive months in addition to statutory requirements.

(c) Commencement of Leave

Leave taken under Article 19.2(b) shall commence:

(1) for the birth mother, immediately after the end of the leave taken under the maternity leave provisions or within fifty-two (52) weeks of the birth unless the Employer and the faculty member agree otherwise. Where two (2) faculty spouses or two (2) faculty common-law partners utilize leave under Article 19, the twelve (12) month maximum shall apply to the combined leaves taken by both spouses or common-law partners.

(2) for a spouse, a biological father, or a common-law partner to care for the child after the child's birth, within fifty-two (52) weeks of the birth.

(3) for an adopting parent, within fifty-two (52) weeks after the child is placed with the parent.

(d) Graduated Return to Work

Upon written request, a faculty member on parental leave under Article 19 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 faculty member.

### 19.3 Benefits Continuation

(a) The Employer will maintain coverage for medical, extended health, dental, group life and disability benefits for leaves taken under Article 19. For the period of the leave, premium and pension contribution payment will be as follows:

(1) Premium payment for benefit coverage shall be on the same basis as if the faculty member were not on leave.

(2) Contributions for pensionable service shall be on the same basis as if the faculty member were not on leave. Where a faculty member elects to buy back pensionable service for part or all of the Article 19 leave, the Employer will pay the Employer portion of the pension contributions in accordance with the Pension Plan regulations.

(b) A faculty member who returns to work following a parental leave shall retain the seniority the faculty member had attained prior to the leave and shall accrue seniority for the period of leave.

A faculty member who returns to work following a parental leave shall be placed in the same position that faculty member held prior to the leave or in a comparable position.

A faculty member who has taken leave under this provision is entitled to all increases in wages and benefits the faculty member would have been entitled to had the leave not been taken.

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.

(c) If a faculty member maintains coverage for medical, extended health, dental and group life, the Employer agrees to pay the faculty member's share of these premiums. If a faculty member fails to return to work on the prearranged date, the Employer will recover monies paid under this section.

### 19.4 Supplemental Employment Benefit for Maternity and Parental Leave

(a) Effective April 1, 2002, when on maternity or parental leave, a faculty member will receive a supplemental payment added to Employment Insurance benefits as follows:

(1) For the first two (2) weeks of maternity leave, a faculty member shall receive one hundred percent (100%) of her salary calculated on her average base salary.

(2) For a maximum of fifteen (15) additional weeks of maternity leave, the faculty member shall receive an amount equal to the difference between the Employment Insurance benefits and ninety-five percent (95%) of her salary calculated on her average base salary.

(3) For up to a maximum of thirty-five (35) weeks of parental leave, the biological mother shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five percent (85%) of the faculty member's salary calculated on her average base salary.

(4) For up to a maximum of thirty-seven (37) weeks of parental leave, the spouse, the biological father or the common-law partner or adoptive parent who is caring for the child shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five (85%) of the faculty member's salary calculated on his/her average base salary.

(5) The average base salary for the purpose of Article 19.4(a)(1) through (4) is the faculty member's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the faculty member 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.

(b) A faculty member is not entitled to receive Supplemental Employment Benefits and Disability benefits concurrently. To receive Supplemental Employment Benefits, the faculty member shall provide the Employer with proof of application for and receipt of Employment Insurance benefits.

(c) If a faculty member is disentitled or disqualified from Employment Insurance maternity or parental benefits, the faculty member shall receive the supplemental payment to the appropriate percentage less the amount of Employment Insurance benefits the faculty member would have received if qualified for Employment Insurance benefits except where fifty-two (52) weeks from the date of the birth or adoption has expired.

### 19.5 Seniority Rights on Re-employment

(a) The faculty member will confirm in writing to Human Resources Department his/her intention to return to University employ no later than thirty (30) days prior to the anticipated return to work date.

(b) A faculty member who makes application for re-employment prior to the expiration of maternity, parental or adoption leave and who returns to work following the leave, shall retain service credits and seniority rights accumulated prior to the leave and shall accrue seniority for the period of the leave.

(c) A faculty member who returns to work following a parental leave shall be placed in the position the faculty member held prior to the leave or in a comparable position.

(d) A faculty member who has taken leave under this provision is entitled to all increases in wages and benefits the faculty member would have been entitled to had the leave not been taken.

(e) 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.

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

### 19.6 Extension Maternity Leave

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

### **19.7 Sick Leave Credits**

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

## **ARTICLE 20 - OCCUPATIONAL HEALTH AND SAFETY**

### **20.1 Conditions**

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

### **20.2 Occupational Health and Safety Committee**

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

### **20.3 Unsafe Work Conditions**

(a) Consistent with specific requirements of the WCB regulations, no employee shall be disciplined for refusal to work on a job that is deemed to be unsafe.

- (1) a member of the bargaining unit who is a member of an Occupational Health and Safety Committee; or
- (2) a person designated by an Occupational Health and Safety Committee; or,
- (3) Coordinator, Health and Safety Services.

(b) Where a condition has been deemed unsafe, in accordance with the above, employees will not be assigned to that site until conditions have been corrected.

### **20.4 Injury Pay Provision**

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

### **20.5 Transportation of Accident Victims**

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

### **20.6 Pollution Control**

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

## **20.7 Investigation of Accidents**

The Occupational Health and Safety Committee, as provided in Article 20.2, shall be notified in the event of any major accident or injury and may assist in the investigation as specified in the WCB legislation.

## **20.8 Pay Provisions**

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

## **ARTICLE 21 - CONTRACTING OUT**

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

## **ARTICLE 22 - HEALTH AND INSURANCE BENEFITS**

There will be no change to the level of Health and Insurance benefits without prior consultation between the Parties.

### **22.1 Eligibility**

- (a) Regular employees shall be eligible to participate in the Health and Insurance benefits as follows:
  - (1) A workload of at least 0.5 FTE per week or per biweekly period shall be eligible for all the Health benefits described in Articles 22.2, 22.3, and 22.4.
  - (2) A minimum workload of 0.7143 FTE per week or per biweekly period is required for participation in the Insurance benefits provided for in Article 22.5.
  - (3) All regular employees are eligible for Disability benefits in Article 22.6.
  - (4) Further, a regular employee with a workload of 0.5 FTE per week or per biweekly period with additional term hours resulting in a total assignment of 0.7143 FTE per week or per biweekly period for a minimum of ten (10) months, will qualify for the Insurance benefits provided for in 22.5.
- (b) Term employees shall be eligible to participate in the Health and Insurance benefits as follows:
  - (1) Appointments of at least five (5) months and a workload of at least 0.5 FTE per week or per biweekly period shall be eligible for the Health benefits described in Articles 22.2, 22.3, and 22.4.
  - (2) Appointments of at least ten (10)-months and a workload of at least 0.7143 FTE per week or per biweekly period shall be eligible for Insurance benefits described in Article 22.5.
  - (3) A minimum workload of 0.5 FTE for sixteen (16) weeks or more shall be eligible for Disability benefits described in Article 22.6.
  - (4) The entitlement to the above benefits expires at the end of the term employee's period of appointment.
  - (5) If it is expected that a term employee, whose term appointment is ending, will be appointed to a new term appointment within four (4) months of the end of the immediately

prior term appointment, the term employee may elect to continue to be covered for any or all of the benefits outlined in Articles 22.2, 22.3, and 22.4 provided the term employee was already being so covered and provided one hundred percent (100%) of each of the premiums is prepaid by the employee to the Employer prior to the end of the current term appointment. This clause also applies to regular part-year employees.

(6) If a new term appointment commences within four (4) months of the end of the previous term appointment, the employee's benefits that he/she carried in the term appointment immediately prior will be reinstated at the beginning of the month coincident with or immediately following the new term appointment, provided the term employee is eligible for such coverage during the new appointment period.

(c) Auxiliary employees are not entitled to the benefits outlined in Article 22.

## **22.2 Medical Services Plan**

All regular and term employees are eligible to participate in accordance with Article 22.1 herein. Benefits and premium rates shall be in accordance with the provisions of the plan. The Employer will pay one hundred percent (100%) of the premiums. (Important to refer to electronic brochure for specific details of terms and limits.)

## **22.3 Extended Health Benefits**

The Employer pays, for eligible employees in accordance with Article 22.1, one hundred percent (100%) of the premium cost of the Extended Health Benefit plan.

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

(b) (1) Vision care shall provide one hundred percent (100%) reimbursement up to a maximum of five hundred dollars (\$500) in a twenty-four (24) month period.

(2) Eye vision exams shall be reimbursed to a maximum of seventy-five dollars (\$75) every two (2) years.

(c) Hearing Aid benefit claims will be to a maximum of six hundred dollars (\$600) every five (5) years.

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

(e) Medical Travel Referral Benefit shall be in accordance with the provisions set out in Appendix F.

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

## **22.4 Dental Care Plan**

The Employer pays, for eligible employees in accordance with Article 22.1, one-hundred percent (100%) of the premium cost of the Dental Plan. The Plan shall provide coverage including:

(a) one hundred percent (100%) of basic diagnostic, preventative, restorative and periodontal services (Plan A). Plan A includes revision of cleaning 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;

- (b) sixty percent (60%) of major restorative services such as crowns, bridges, and dentures (Plan B);
- (c) fifty percent (50%) of orthodontia for dependent children (Plan C) to a maximum two thousand dollars (\$2,000) per child.
- (d) Dental Plan interpretation shall be in accordance with the provisions set out in Appendix H.

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

## **22.5 Group Life Insurance/Accidental Death and Dismemberment Benefit Plan**

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

The Employer contributes one hundred percent (100%) of a Group Life insurance premium for eligible employees in accordance with Article 22.1, which provides for three times (3x) annual salary and Accidental Death and Dismemberment also three times (3x) annual salary each. (Important to refer to electronic brochure for specific details of terms and limits.)

## **22.6 Disability Benefits**

- (a) The Employer shall continue a single plan for the provision of Disability benefits for eligible employees.
- (b) The Disability benefits plan will be as set out in the findings of the Joint Committee on Benefits Administration (JCBA) entitled Long-Term Disability Benefit Initiative, but will be an insured plan and will include the following elements:
  - (1) benefit level of sick leave at one hundred percent (100%) for the first thirty (30) calendar days, Short-Term Disability at seventy percent (70%) weekly indemnity for the next twenty-one (21) weeks, and Long-Term Disability leave of seventy percent (70%) thereafter;
  - (2) Long-Term Disability as defined on the basis of two (2)-year own occupation and any other occupation thereafter as described by the JCBA plan;
  - (3) Health and Insurance benefit premiums will be paid by the Employer or the Plan for employees on sick leave, Short-Term Disability and Long-Term Disability;
  - (4) Employer payment of premiums for both Short-Term and Long-Term Disability benefits;
  - (5) Claims Review Committee made up of three (3) medical doctors (one [1] designated by the claimant, one [1] by the Employer and the third agreed to by the first two [2] doctors);
  - (6) mandatory rehabilitation as described in the JCBA plan;
  - (7) subject to provisions of the Plan, enrolment is mandatory for all active regular employees and for active non-regular employees employed on a continuing basis for at least a four (4) month period with fifty percent (50%) or more of a full-time workload as defined by local provisions.
- (c) Employees shall retain any sick leave banks accrued up to but not beyond March 31, 2002, for the purpose of Short Term Disability.
- (d) The Employer shall provide each term employee who is not eligible for Disability benefits with sick leave to a maximum of ten (10) calendar days per illness. The pay shall be calculated on current term workload and pay rate.
- (e) Medical Certificate

- (1) The Employer may request a medical certificate for an absence in excess of three (3) days. The Employer will assume, where necessary, additional cost of obtaining the medical certificate.
  - (2) The Employer may request an independent medical certificate to confirm whether an employee is fit to return to work. The cost of securing such a certificate will be borne by the Employer.
- (f) The employee shall make every reasonable effort to inform the appropriate Chair or the appropriate Dean, Director or Regional Campus Principal, if the appropriate Chair cannot be reached, of the inability to work because of illness or injury. Changes in anticipated date of return to duty shall be made known to the appropriate Chair or the appropriate Dean, Director or Regional Campus Principal if the appropriate Chair cannot be reached.
- (g) An employee is not eligible for sick leave with pay for any period of suspension, strike, layoff, or lock out.
- (h) The Joint Committee on Benefits Administration (JCBA) shall oversee the continuation of the plan as described in Article 22.6(b) and shall address such matters pertaining to the plan as are included in the JCBA's mandate as set out in Article 22.10.

### **22.7 Medical Travel Expense Entitlement**

Medical Travel Referral Benefit shall be in accordance with the provisions set out in Appendix F.

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

### **22.8 Coverage During Layoff**

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

### **22.9 Absence Without Pay**

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

### **22.10 Termination of Coverage**

- (a) Non-Retiring Employees

Health and Insurance benefits coverage will cease on the day that an employee's employment terminates.



(b) Retiring Employees

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

## 22.11 Joint Committee on Benefits Administration

(a) Committee Established

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

(b) Committee Mandate

The Joint Committee on Benefits has a mandate to undertake tasks related to Health and Insurance benefits and Disability benefits including:

- (1) Comparison and analysis of contract administration and costs, using criteria developed by the committee.
- (2) Monitoring carrier performance including receiving reports from the plan administrator(s).
- (3) Reviewing the cost effectiveness and quality of benefit delivery, service, and administration by carriers, including access issues.
- (4) Tendering of contracts.

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

(c) Savings

All savings realized through the process of the Joint Committee on Benefits will be used to improve benefits, including disability benefits, either through actions taken by the Committee or the formal bargaining process between the Parties.

(d) Constraints (JCBA)

The Joint Committee on Benefits will not make any changes to the plan provisions that would increase the costs of Health and Insurance benefits or Disability benefits for individual Employers or reduce plan provisions without the agreement of the Parties to this Agreement. The Joint Committee shall be authorized to determine appropriate use of Article 22.11(c) savings from the 1998-2001 agreement (in the amount of \$71,849) and to allocate the funds to that use.

(e) Costs of the Joint Committee

The Employers will pay up to fifty thousand dollars (\$50,000) for the costs of the Committee's operations, exclusive of salaries and benefits.

## ARTICLE 23 - COLLEGE PENSION PLAN

Mandatory and optional enrolment in the College Pension Plan are based on eligibility rules as set out in the College Pension Plan regulations and applicable government legislation affecting the College Pension Plan.

## ARTICLE 24 - WAGES AND ALLOWANCES

### 24.1 Wages

For wages effective April 1, 2012 to March 31, 2014 and for the duration of this contract refer to Appendix A.

### 24.2 Paydays

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

### 24.3 Chairs Stipend or Release Time

	<u>Dec.31/2012</u>	<u>Apr.01/2013</u>	<u>Sep.01/2013</u>	<u>Jan.01/2014</u>
More than 0.9286 FTE per week Teaching Assignment	\$ <u>109.30</u> bw	\$ <u>110.39</u> bw	\$ <u>111.49</u> bw	\$ <u>112.60</u> bw
More than 0.8571 FTE per week Teaching Assignment	\$ <u>54.65</u> bw	\$ <u>55.20</u> bw	\$ <u>55.75</u> bw	\$ <u>56.31</u> bw

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

### 24.4 First Aid

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

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

### 24.5 Salary Placement

- (a) Initial Salary Placement

- (1) Credentials: For initial placement on the scale, credentials shall be recognized for placement consideration, subject to the following criteria:

- (i) Credentials, for the purpose of this Article, refer to the following accredited education credentials or equivalency (as confirmed by the Human Resources Department):

- Vocational Instructor's Diploma (VID) or Certificate in Adult and Continuing Education (CACE) or Provincial Instructor's Diploma (PID), where stated as a preferred qualification
- Two (2)-year Diploma
- Bachelor's Degree
- Post Degree Diploma, or B.Ed., or five (5)-Year Degree
- Master's Degree
- Doctorate

(ii) A qualified candidate will receive placement recognition of one (1) step for each credential he/she holds above the minimum required qualifications, as stated in the job posting, to a maximum of three (3) steps for all credentials.

(iii) If the credential(s) is included in the job posting as the minimum required qualification(s) for the position, there will be no placement recognition, except in the case of a Master's Degree.

(iv) An extra step(s) for a credential(s) will not be awarded where this would result in exceeding the initial maximum salary placement.

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

(i) Teaching Experience:

An equivalent of one (1) step for each year of teaching experience beyond two (2) in an approved university, university-college, college, technical institution, or vocational school or, in the case of high school related instruction in vocational, commercial, remedial and upgrading subjects.

All directly relevant teaching experience in the public school system will receive full credit.

Teaching experience less than three (3) years will be added to any industry experience and be subject to the four (4) year minimum experience and the two (2) years for one (1) increment.

Teaching non-credit courses in not included.

(ii) Work Experience:

An equivalent of one (1) step for each two (2) years of relevant work experience beyond four (4) in industry or business or related experience.

Credit for related work experience in the assigned discipline shall not pre-date the required certification.

Part-time experience will be prorated on the two (2) semester year. Other part-time work experience prorated on the basis of a thirty-five (35) hour workweek and twelve (12) month year. Maximum credit for one (1) year is one (1) year.

(3) Appeals: All appeals must be filed with the Chairperson of the Union within ninety (90) days from commencing duties or sixty (60) days following receipt of the Initial Salary Placement form completed by the Human Resources Department. The Salary Placement Appeal Committee will be comprised of the Union Chairperson, one (1) additional Union

member, the Provost and Vice-President Academic or designate, and the Executive Director, Human Resources or designate.

The decision of the Salary Placement Appeal Committee is final and binding.

(4) Forms: The Salary Data Collection form will be given to the employee at the offer of employment and will be submitted as soon as possible to the Human Resources Department.

(5) The above criteria shall be used to a maximum placement of Step 6 on the salary scale.

(6) Any former employee of the Employer, hired on a subsequent appointment more than twenty-four (24) months after the end of a previous appointment, shall be placed on the salary scale in accordance with the initial salary placement provisions of Article 24.5(a).

(b) Post Placement Credential Progression

(1) A faculty member shall qualify for one (1) additional increment above his/her existing salary upon successfully qualifying for the following credential or equivalency (as confirmed by the Human Resources Department), provided it is above the minimum required qualifications in his/her current position:

- Two (2)-year Diploma
- Bachelor's Degree
- Post Degree Diploma of B.Ed., or five (5)-year Degree
- Master's Degree
- Doctorate

(2) The effective date for such changes in category shall be effective from the first day of the next pay period following formal notification received by the Employer of the successful completion of the credential.

(3) A faculty member will receive incremental progression for credentials to a maximum of three (3) increments for the duration of his/her employment with Vancouver Island University.

(c) Maintenance of Placement

Where a qualified candidate previously employed by another institution as referred to under Article 12.8(d) becomes employed within two (2) years by Vancouver Island University, initial placement shall be made at the higher of the placement formula at Vancouver Island University or his/her most recent salary step from the other institution. This will only apply when the employee becomes employed in the same or a substantially similar field. The normal probation provisions of Vancouver Island University will apply.

(d) Service Progression

Faculty members shall progress through all incremental steps of the salary scale.

(1) Regular Employees

(i) For each year of service to the Employer, a regular employee is entitled to one (1) increment on the salary scale until the maximum is attained. It is understood that a year's service is equivalent to 1.0 FTE (see Appendix I) worked (i.e. 1.000 increment credit) and at least one (1) calendar year since the start of service or date of last increment. An increment will be effective on the first day of the pay period following the date on which the year's service is reached.

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

(iii) Effective October 1, 1989, an employee who has term seniority in accordance with this Agreement who is appointed to a regular appointment shall have his/her first increment adjustment as a regular employee based on accrued increment hours accumulated as a term employee and service as a regular employee. Thereafter, the employee's incremental progression shall be applied in accordance with the provisions of Article 24.5(d)(1)(i) and (ii).

(2) Term Employees

(i) For each year of service to the Employer, a term employee is entitled to one (1) increment on the salary scale until the maximum is attained. It is understood that a year's service is equivalent to 1.0 FTE (see Appendix I) worked (i.e. 1.000 increment credit) and at least one (1) calendar year since the start of service or date of last increment. An increment will be effective on the first day of the pay period following the date on which the year's service is reached.

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

(3) Auxiliary Employees

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

#### 24.6 Retirement Gratuity and Long Service Allowance

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

A break in service resulting in a loss of seniority as per Article 12.3 renders any previous experience ineligible.

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

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

(b) A BCGEU instructor employed prior to January 12, 1989, who has served the Employer for at least ten (10) consecutive years as a BCGEU instructor immediately prior to leaving the service of the Employer for any reason other than cause or retirement, shall receive a long service termination allowance equal to one-half (½) the value of the retirement gratuity.

A break in service resulting in a loss of seniority as per Article 12.3 renders any previous experience ineligible.

(c) The faculty member shall elect the option in which they receive their allowance payment. Payment options for the Retirement Gratuity or Long Service Allowance will be in compliance with Canada Revenue Agency regulations.

(d) An employee shall be eligible for only one of the benefits pursuant to Articles 24.6(a) and (b) above. Service credit shall not be pyramided with any other resignation or retirement benefit(s) offered by the Employer.

#### **24.7 Clothing Supply**

- (a) If a particular type of work clothing or special apparel is required by the nature of the faculty member's job, such clothing or apparel shall be provided by the Employer.
- (b) The Employer agrees to supply at no cost to faculty members all pieces of health and safety apparel and equipment required by Workers' Compensation.

#### **24.8 Cleaning**

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

#### **24.9 Safety Footwear**

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

#### **24.10 Independent Study Stipend**

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

### **ARTICLE 25 - TECHNOLOGICAL CHANGE**

The procedure to be followed by the Employer and the Union concerning technological change shall be in accordance with the British Columbia Labour Code.

### **ARTICLE 26 - PROGRAM TRANSFERS AND MERGERS**

#### **26.1 Notice of Program Transfer / Merger**

When the Employer decides to transfer or merge a program or a partial program and the transfer or merger will result in the transfer or layoff of one (1) or more faculty members, the Employer will provide written notice to the Union(s) as soon as possible, but within sixty (60) calendar days prior to the date of transfer or merger.

#### **26.2 Transfer/Merger Agreements**

When notice is served, a Committee composed of equal representation from the Employer and the Union(s) representing faculty members affected by the transfer or merger will be formed to negotiate a transfer/merger agreement.

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

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

#### **26.3 Disputes**

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

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

## ARTICLE 27 - COPYRIGHT AND INTELLECTUAL PROPERTY

### 27.1 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:

- (a) belongs to the faculty member(s) where the work product has been prepared or created as part of assigned duties, other than the duties listed in Article 27.1(b) below, and the copyright to all copyrightable material shall be the sole property of the faculty member(s) and shall be retained throughout his/her lifetime and upon his/her death by his/her heirs or assigns; and
- (b) belongs to the Employer where one (1) or more faculty members:
  - (1) have been hired or agree to create and produce copyrightable work product(s) for the Employer, or
  - (2) are given release time from usual duties to create and produce copyrightable work product(s), or
  - (3) are paid, in addition to their regular rate of pay, for their time in an appointment to produce copyrightable work product(s).

### 27.2 Employer Rights to Materials Copyrighted by Faculty Member(s)

Where the faculty member holds the copyright pursuant to Article 27.1(a), the Employer shall have a right to use his/her copyrighted material in perpetuity for institutional purposes. The Employer may amend and update the copyrighted material with the approval of the faculty member(s) holding the copyright to the material. Such approval will not be unreasonably withheld.

### 27.3 Faculty Member Rights to Materials Copyrighted by the Employer

Where the Employer holds the copyright pursuant to Article 27.1(b), the faculty member(s) shall have the right to use in perpetuity, free of charge, such copyrighted material. The faculty member may amend and update the copyrighted material with the approval of the Employer holding the copyright to the material. Such approval will not be unreasonably withheld.

### 27.4 Joint Review

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

## ARTICLE 28 - DISTRIBUTED LEARNING

- (a) 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.
- (b) In developing and offering distributed learning programs and courses, the Employer will plan in collaboration with the department or functional area and the faculty member(s) who will develop and/or deliver the program or course.

- (c) For the purposes of this Article, departments or functional areas are defined as the operational or administrative sub-division of the Employer within which a faculty member is appointed and assigned workload and may include geographic limitations.
- (d) Subject to mutual agreement, the Parties may develop criteria for the determination of the appropriate release time for the development, delivery and revisions 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.
- (e) The Employer will provide the necessary technological and human resources for faculty members assigned to develop and deliver the program and courses.
- (f) The Employer will provide the necessary and appropriate training in the use of relevant educational technology for faculty members assigned to deliver distributed learning programs and courses.
- (g) Faculty members delivering distributed learning programs/courses shall not be required to provide technical support to students taking distributed learning courses.
- (h) Faculty members shall not be required to deliver distributed learning programs/courses from their home. Faculty members delivering or developing distributed learning courses shall be provided with office space and the appropriate technology to support them in their work.
- (i) Where a faculty member has been assigned an online course and agrees to the Employer's 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 costs of delivering those courses from home.
- (j) No regular faculty member will be laid off as a direct result of the introduction of distributed learning or education technology.

## **ARTICLE 29 - NON-INSTRUCTIONAL DUTY DAYS FOR FACULTY MEMBERS**

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

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

## **ARTICLE 30 - POSTED JOB COMPETITIONS**

### **30.1 Job Postings**

Where a regular or term job vacancy within the bargaining unit except short term vacancies not to exceed thirty (30) continuous working days is to be filled, notice shall be posted on the appropriate bulletin boards, and on the internet (<http://www.mala.ca>) for a minimum period of five (5) working days. A copy of the job posting noting the successful applicant will be forwarded to the campus Shop Steward after the close of each competition. The Union will provide to the Employer a list of campus shop stewards. However, when term employees, through length of service are eligible for probationary status and new positions are created by the Board, these vacancies will not be subject to posting, subject to Article 12.10 herein.



### 30.2 Transfers

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

### 30.3 Term Appointment Vacancies

Once regular full-time employees have exercised their seniority in accordance with Clauses 12.10 (Layoff) and 30.2 (Transfer), regular part-time employees will have access to additional term hours [per Clause 12.1(c)], to a maximum of full-time work, as available in the same instructional program (as listed in Appendix C). Term employees will then be given preference in respect of consideration for term appointment vacancies only, merit considered. Factors used to determine merit will be education, qualifications, skills, ability and experience and any other relevant matters which are necessary or desirable, having regard to the nature of the duties to be performed and consistent with the job requirements.

In the event that merit is assessed as relatively equal, seniority shall be the determining factor. The Employer agrees that the provisions of Clause 30.3 will not be utilized in order to avoid the Employer's obligation to convert temporary appointments to regular status.

## ARTICLE 31 - TRANSFERS AND SECONDMENTS

### 31.1 Short Term Transfers

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

### 31.2 Secondments

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

## ARTICLE 32 - TRAVEL

### 32.1 Travel on University Business

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

### 32.2 Travel Stipend for Continuing Education Faculty Members

The Employer and the Union agree to a travel stipend which may be paid to certain Continuing Education faculty members in circumstances where the faculty member who offers the required expertise normally resides/works more than fifty (50) kilometres from the campus at which the course is to be delivered.

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

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

### ARTICLE 33 - INDEMNITY/INSURANCE

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

### ARTICLE 34 - CLASS SIZE

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

The employer agrees to adhere to WorkSafe BC regulation.

### ARTICLE 35 - MALASPINA INTERNATIONAL HIGH SCHOOL

#### 35.1 Field Trips; Extra Curricular Programs and Activities; Student Teachers; Volunteers

The Employer and the Union agree to facilitate and enhance the operation of the High School acknowledging the particular pedagogical dimensions of the High School instructional services delivered to this unique international, school-aged population.

##### (a) Field Trips

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

##### (b) Extra Curricular Programs and Activities

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

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

##### (c) Student Teachers

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

(d) Volunteers

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

### **35.2 Principal's Teaching Assignment**

The Employer and the Union agree that the Principal of the High School may be expected to teach in the program to a maximum of one (1) course in two (2) of the three (3) semesters each academic year. This requirement is in recognition of the following points:

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

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

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

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

## **ARTICLE 36 - ESTABLISHMENT OF JOINT COMMITTEE**

### **36.1 Committee Composition**

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

### **36.2 Meetings**

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

### **36.3 Chairperson**

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

### **36.4 Committee Jurisdiction**

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

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

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

### **ARTICLE 37 - INTERNATIONAL EDUCATION**

The Parties agree that participation in international education is important and valuable, enhancing student and faculty opportunities.

The Parties agree that this Article shall govern the terms and conditions for faculty who travel outside Canada and the U.S. to perform assigned work pursuant to the Collective Agreement.

#### **37.1 General**

- (a) Faculty participation in international education is voluntary.
- (b) Subject to Article 37.1(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 faculty member participating in an international education project.
- (d) Should an international education project require the interpretation of the workload provisions of the Collective Agreement, the Employer will apply to the faculty such workload expectations as are reasonably equivalent to those workload expectations that would normally apply.

#### **37.2 Expenses**

- (a) The Employer will reimburse, pursuant to Policy 42.08, receipted expenses incurred by a faculty member 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. In such cases, a per diem allowance consistent with Policy 42.08 will be provided to the faculty member.

#### **37.3 Health and Insurance Benefits**

- (a) Subject to eligibility pursuant to the Collective Agreement, the Employer will provide current Health and Insurance benefits coverage for faculty working under this Article. Premiums for this coverage will continue to be paid as if the faculty member was continuing to work for the Employer in British Columbia.

Limitations:

- (1) Dental expenses incurred will be reimbursed based on the British Columbia fee schedule in effect under the Employer's group policy.
- (2) Benefit coverage will not extend beyond the date the policy or any benefits terminate with the Employer's insurance carrier.

(3) When a faculty member is working in countries where payment for medical services may require cash payment, the faculty member will submit his/her 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.

(4) A faculty member will be referred to the Human Resources Department to clarify the benefit and travel medical insurance coverage.

(5) In no event will a faculty member who is eligible for benefits receive greater benefits than he/she would have been covered for while employed at his/her home campus.

(b) Notwithstanding the provisions of 37.3(a), in cases where a faculty member does not have Extended Health Benefit coverage, the Employer will supply travel medical insurance. Article 37.3 also applies to travel in the United States.

#### **37.4 Emergencies and Emergency Evacuation**

The Faculty of International Education shall maintain procedures for dealing with emergencies while working overseas and shall provide same to a faculty member as part of his/her orientation.

#### **37.5 Orientation**

Faculty working under this Article will receive an 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;
- (d) emergency procedures; and
- (e) other issues related to the work.

#### **37.6 Return**

The Employer will arrange the scheduling of international work in such a way that faculty members will be provided up to three (3) days inclusive of required travel time between the completion of their international education assignments before assuming regular duties at the institution. The duration of travel shall be a factor in determining the number of days off upon return. This will not apply in situations where a faculty member elects to extend his/her stay through the use of vacation.

### **ARTICLE 38 - TERM OF AGREEMENT**

#### **38.1 Duration**

This Agreement shall be binding and remain in effect from 12:01 a.m., April 1, 2012 to midnight, March 31, 2014. The Union and the Employer desire every employee to be familiar with the provisions, rights and obligations inherent in this Agreement. For this reason, the Employer shall print sufficient copies of the Agreement for distribution to employees within sixty (60) calendar days from the signing of the Agreement.

#### **38.2 Notice to Bargain**

- (a) This Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or after December 1, 2013 but in any event, not later than December 31, 2013.

(b) Where no notice is given by either Party prior to December 31, 2013, both Parties shall be deemed to have been given notice under this Article on December 31, 2013, and thereupon Article 38.3 of this Agreement applies.

(c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the Vice-President or President as applicable.

### **38.3 Commencement of Bargaining**

Where a Party to this Agreement has given notice under Article 38.2 of this Agreement the Parties shall, within ten (10) calendar days after the notice was given, commence collective bargaining.

### **38.4 Changes in Agreement**

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

### **38.5 Agreement to Continue in Force**

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

The Parties hereby agree to recommend to their respective principals an April 1, 2012 - March 31, 2014 Agreement as amended from the current contract, subject to ratification by the University Board and the BCGEU membership.

**SIGNED ON BEHALF OF  
THE UNION:**

\_\_\_\_\_  
Darryl Walker  
President

\_\_\_\_\_  
Darlene Thorburn  
Staff Representative

\_\_\_\_\_  
Stuart Seifert, Chair, BCGEU Local 702  
Bargaining Committee

\_\_\_\_\_  
Karen Burns  
Bargaining Committee

\_\_\_\_\_  
Gordon Buzzard  
Bargaining Committee

\_\_\_\_\_  
Wes Irwin  
Bargaining Committee

**SIGNED ON BEHALF OF PSEA:**

\_\_\_\_\_  
John Bowman  
Chair, PSEA Board

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
Mike Brown  
Chair, University Board

\_\_\_\_\_  
Ralph Nilson  
President & Vice-Chancellor

\_\_\_\_\_  
Janine Reed  
Executive Director, Human Resources

**EMPLOYER BARGAINING COMMITTEE:**

\_\_\_\_\_  
Lynn Meyers  
Committee Chair & Human Resources Advisor

\_\_\_\_\_  
Fred MacDonald  
Dean, Trades & Applied Technology

\_\_\_\_\_  
Graham Pike  
Dean, International Education

\_\_\_\_\_  
Glynis Steen  
Associate Dean, Trades & Applied Technology

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2013

**APPENDIX A1**  
**Provincial Salary Scale**

Step	01 April 2012 to 30 December 2012	<u>31 December 2012</u> to <u>31 March 2013</u>	<u>01 April 2013</u> to <u>30 August 2013</u>	<u>01 September 2013</u> to <u>31 December 2013</u>	<u>01 January 2014</u> to <u>31 March 2014</u>
1	\$83,231	<u>\$84,063</u>	<u>\$84,904</u>	<u>\$85,753</u>	<u>\$86,611</u>
2	\$77,970	<u>\$78,750</u>	<u>\$79,538</u>	<u>\$80,333</u>	<u>\$81,136</u>
3	\$72,628	<u>\$73,354</u>	<u>\$74,088</u>	<u>\$74,829</u>	<u>\$75,577</u>
4	\$69,655	<u>\$70,352</u>	<u>\$71,056</u>	<u>\$71,767</u>	<u>\$72,485</u>
5	\$67,104	<u>\$67,775</u>	<u>\$68,453</u>	<u>\$69,138</u>	<u>\$69,829</u>
*6	\$64,553	<u>\$65,199</u>	<u>\$65,851</u>	<u>\$66,510</u>	<u>\$67,175</u>
7	\$62,002	<u>\$62,622</u>	<u>\$63,248</u>	<u>\$63,880</u>	<u>\$64,519</u>
8	\$59,450	<u>\$60,045</u>	<u>\$60,645</u>	<u>\$61,251</u>	<u>\$61,864</u>
9	\$56,899	<u>\$57,468</u>	<u>\$58,043</u>	<u>\$58,623</u>	<u>\$59,209</u>
10	\$54,348	<u>\$54,891</u>	<u>\$55,440</u>	<u>\$55,994</u>	<u>\$56,554</u>
11	\$51,797	<u>\$52,315</u>	<u>\$52,838</u>	<u>\$53,366</u>	<u>\$53,900</u>

\*Maximum initial placement in category.



**APPENDIX A2**  
**2% SALARY STIPEND**

Step	01 April 2012 to 30 December 2012	<u>31 December 2012</u> to <u>31 March 2013</u>	<u>01 April 2013</u> to <u>30 August 2013</u>	<u>01 September 2013</u> to <u>31 December 2013</u>	<u>01 January 2014</u> to <u>31 March 2014</u>
1	\$84,896	<u>\$85,744</u>	<u>\$86,602</u>	<u>\$87,468</u>	<u>\$88,343</u>
2	\$79,529	<u>\$80,325</u>	<u>\$81,129</u>	<u>\$81,940</u>	<u>\$82,759</u>
3	\$74,080	<u>\$74,821</u>	<u>\$75,570</u>	<u>\$76,326</u>	<u>\$77,089</u>
4	\$71,048	<u>\$71,759</u>	<u>\$72,477</u>	<u>\$73,202</u>	<u>\$73,935</u>
5	\$68,446	<u>\$69,131</u>	<u>\$69,822</u>	<u>\$70,521</u>	<u>\$71,226</u>
*6	\$65,844	<u>\$66,503</u>	<u>\$67,168</u>	<u>\$67,840</u>	<u>\$68,519</u>
7	\$63,242	<u>\$63,874</u>	<u>\$64,513</u>	<u>\$65,158</u>	<u>\$65,809</u>
8	\$60,639	<u>\$61,246</u>	<u>\$61,858</u>	<u>\$62,476</u>	<u>\$63,101</u>
9	\$58,037	<u>\$58,617</u>	<u>\$59,204</u>	<u>\$59,795</u>	<u>\$60,393</u>
10	\$55,435	<u>\$55,989</u>	<u>\$56,549</u>	<u>\$57,114</u>	<u>\$57,685</u>
11	\$52,833	<u>\$53,361</u>	<u>\$53,895</u>	<u>\$54,433</u>	<u>\$54,978</u>

\*Maximum initial placement in category.

## APPENDIX B

### EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

#### Statement

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

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

#### Purpose

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

#### Objectives

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

#### Policy

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

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

### **Shop Steward**

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

#### Responsibilities of the shop steward

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

### **Union Representatives**

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

**APPENDIX C**  
**DEPARTMENTAL LISTING**

<b>Departmental Listing</b>	<b>Including</b>
Activity Assistant	
Barber/Stylist	
Business Programs	Micro Computer Applications Specialist/Applications Upgrade Applied Business Technology Applied Business Technology – On Line
<u>Academic and Career Preparation</u>	ABE, Access, Employment and Life Skills Training (ELST), <u>Workplace Essential Skills and Training (WEST)</u> , Literacy, Aboriginal Bridging Program
Carpentry & Residential Construction	Foundation & Apprenticeship, <u>Residential Building Maintenance &amp; Repair</u>
Continuing Education (as covered under Memorandum of Understanding #1)	
Culinary Arts	Foundation & Apprenticeship
Dental Assistant	
Electrical Program	Foundation & Apprenticeship
English Language Centre (ELC)	ESL Program
Green Building and Renewable Energy Program	
Hairdressing	
Health Care Assistant	HCA Refresher & Upgrading
Horticulture	
Industry Training	
ITAS	
Log Scaling	
Malaspina International High School	Malaspina High School
Mechanical Programs	Appliance Repair Automotive Service Technician, Foundation & Apprenticeship Heavy Duty/Commercial Transport Mechanics, Foundation & Apprenticeship Heavy Equipment Operator HVAC, Foundation & Apprenticeship Power Sports and Marine Technician
Practical Nursing	P.N. Refresher & Upgrading
Professional Baking	Foundation & Apprenticeship
Pulp and Paper Operations	
Welding	Aluminum Boat Building

**APPENDIX D  
DISPUTE REFERRAL FORM**

Date: \_\_\_\_\_

E	COLLEGE/INSTITUTE	
M	CONTACT PERSON	
P	ADDRESS	
L		
O	PHONE	FAX
Y		EMAIL
E		
R		

U	COLLEGE/INSTITUTE	
N	CONTACT PERSON	
I	ADDRESS	
O	PHONE	FAX
N		EMAIL

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

**FOR JADRC USE ONLY**

DATE RECEIVED:

DATE CIRCULATED:

JOINT STATEMENT RECEIVED:

EMPLOYER STATEMENT RECEIVED:

UNION STATEMENT RECEIVED:

REFERRED TO ARBITRATOR:

FILE NUMBER ASSIGNED: #

**APPENDIX E1**

**REGISTRY OF LAID OFF EMPLOYEES – FORM 1**

**PSEA ELECTRONIC POSTING OF AVAILABLE POSITIONS**

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

**APPENDIX E2**  
**REGISTRY OF LAID OFF EMPLOYEES – FORM 2**

**PSEA REGISTRY OF ELIGIBLE EMPLOYEES**

(For PSEA use only:)

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

Registrant Electronic Resume available at:

College/University College/Institute Contact Person:

College/University College/Institute Contact Phone Number:

Bargaining Unit Contact Person:

Bargaining Unit Contact Phone Number:

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

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

\_\_\_\_\_  
Signature of Registrant

\_\_\_\_\_  
Date

**APPENDIX F**  
**MEDICAL TRAVEL REFERRAL BENEFIT**

**Benefit Summary**

Deductible Amount: None

Benefit Amount: One hundred percent (100%) of eligible expenses

Individual Maximum: Ten thousand dollars (\$10,000) per year

Coverage Limitations:

- One hundred and twenty-five dollars (\$125) per day for a maximum of fifty (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 one hundred and twenty-five dollars (\$125) per day, but do not exceed the average of one hundred and twenty-five dollars (\$125) per day for the year, the average will be paid. For example, where the expenses claimed in a given calendar year are one hundred and fifty dollars (\$150) day one (1), one hundred and twenty-five dollars (\$125) day two (2) and one hundred and sixty dollars (\$160) day three (3), a total of three hundred and seventy-five dollars (\$375) will be paid. Where the expenses claimed in a given calendar year are one hundred and fifty dollars (\$150) day one (1), seventy-five dollars (\$75) day two (2) and three hundred dollars (\$300) day three (3), a total of three hundred and seventy-five dollars (\$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 his/her opinion adequate medical treatment is not available within a one hundred (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).

**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).

**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.



### 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 benefits, 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 his/her license;
- Charges which are not medically necessary to the care and treatment of any existing or suspected injury, disease or pregnancy;
- Charges which are from an occupational injury or disease covered by any Workers' Compensation legislation or similar legislation;
- Charges which would not normally have been incurred but for the presence of this coverage or for which the employee or dependent is not legally allowed to pay;
- Charges which the administrator is not permitted, by any law to cover;
- Charges for dental work where a third party is responsible for payments of such charges;
- Charges for bodily injury resulting directly or indirectly from war or act of war (whether declared or undeclared), insurrection or riot, or hostilities of any kind;
- Charges for services and supplies resulting from any intentionally self-inflicted wound;
- Charges for experimental procedures or treatment not approved by the Canadian Medical Association or the appropriate medical speciality society;
- Charges made by a physician for travel, broken appointments, communication costs, filling in forms, or physician's supplies.

### Claims Adjudication

**To claim benefits, the employee or dependent must:**

- Submit original receipts or photocopies of receipts if accompanied by an explanation of benefits from another carrier, and a claim form;
- Provide explanation and proof to support the claim including itemized bills and the attending physician's statement that the referral to the location where treatment was received was medically necessary;
- Provide explanation and proof to support the claim that an attendant (if any) was necessary and made at the request of an attending physician

**APPENDIX G**  
**DENTAL PLAN**

The nine (9) month limitation applies to 1) polishing, 2) the application of fluoride, and 3) the recall itself. The nine (9) month limitation does not apply to scaling; any current scaling limits in dental contracts apply.

The process for an individual faculty employee to have his/her teeth cleaned more frequently than every nine (9) months as provided by Article 22.4 is as follows:

- Faculty employee visits dentist as usual
- Dentist advises that the faculty employee has gum disease or other dental problem which requires cleaning more frequently than every nine (9) months
- Dentist fills in the usual claim form, but in addition notes that the faculty employee has gum disease or specifies the other dental problem that requires more frequent cleaning
- Faculty employee or dentist submits the form to the insurance carrier as normal
- The insurance carrier determines if the reasons set out by the dentist fit within the approved reasons under the Dental plan for having teeth cleaned more frequently than every nine (9) months

The Employers' approval of the more frequent cleaning is not required.

## APPENDIX H

FAMILY MEMBERS FOR THE PURPOSE OF  
ARTICLE 18.8 COMPASSIONATE CARE LEAVE

1. The following “family members” are persons identified through their relationship to the faculty member.
  - 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 a faculty member’s current or former foster parent
  - Spouse of a faculty member’s current or former ward
  - Spouse of a person who is living with the faculty member as a member of the faculty member’s family
  
2. The following “family members” are persons identified through their relationship to the faculty member’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 faculty member
- Any person who lives with the faculty member as a member of the faculty member's family
- Whether or not related to a faculty member by blood, adoption, marriage or common-law partnership, an individual with a serious medical condition who considers the faculty member to be, or whom the faculty member considers to be, like a close relative

**APPENDIX I**  
**BCGEU PROGRAM NORMS**

<b>Program</b>	<b>Teaching Norms (hpw)</b>
<b>Academic and Career Preparation (ACP):</b>	
<u>ACP</u> - Cowichan	24
<u>ACP</u> – Nanaimo	24
<u>ACP</u> – Parksville/Qualicum	24
<u>ACP</u> – Powell River	22.66
<b>Continuing Education (CE):</b>	
CE – MOU #1 (various Programs)	28***
<b>Health:</b>	
Activity Assistant (CE)	28***
Dental Assistant	20
Health Care Assistant	25*
Practical Nursing	22**
<b>International:</b>	
English as a Second Language	20
Malaspina International High School	25
<b>Trades:</b>	
Applied Business Technology (ABT)	25
ABT – Online Delivery	25
Automotive	25
Barber/Stylist	25
Carpentry & Residential Construction	25
Culinary Arts	25
Electrical	25
Hairdressing	25
Heavy Duty/Commercial Transport Mechanics	25
Heavy Equipment Operator	25
<u>Horticulture (effective April 1, 2013)</u>	<u>18***</u>
HVAC – Cowichan	25
ITAS – <i>WAT Specialty</i>	20
Power Sports & Marine Technician	25
Professional Baking	25
Pulp & Paper Operations	25
Welding	25

\* Health Programs Teaching Norms are based on an annual weighted average workload consisting of practical/clinical and class theory.

\*\*\* Approved exception to Program Norm.

Annual Workload = FTE Value (See Definitions). Hours paid will be converted to an FTE value.  
Formula: Number of Direct Hours / Program Norm x Common Denominator Factor = FTE Value

**MEMORANDUM OF UNDERSTANDING #1**

The Parties agree that BCGEU jurisdiction extends to some vocational programming in the area of “Continuing Education”. During the life of this contract the Parties will operate a BCGEU jurisdiction program based on the undernoted premises:

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

The Parties acknowledge that exceptions to the rules above may emerge dependent upon funding sources, contractual terms, and other reasons and agree that they will work in a reasonable and fair manner to find satisfactory solutions.

- (d) The Parties will establish a joint sub-committee to review the application of this Memorandum of Understanding. The committee will have no more than two (2) employer designates and two (2) union designates.

The committee's mandate shall be to look at the feasibility of maintaining this Memorandum and report to the Labour Management Committee with recommendations. The recommendations shall include, but not be limited to, the process for assigning programming to this MOU#1 and provide transparency regarding the application of this MOU#1.

- (e) The Employer shall advise the Union of any CE – MOU # 1 program changes or additions.
- (f) This memorandum is renewed only for the length of the collective agreement.

Original Signed by the Parties on June 25<sup>th</sup>, 1996

**MEMORANDUM OF UNDERSTANDING #2****ELC Learning Centre**

The Employer and the Union agree to allow volunteers to participate in the ELC Learning Centre and classes under the conditions as set out below.

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

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

This Agreement will in no way prejudice any other Agreement between the Union and the Employer.

## MEMORANDUM OF UNDERSTANDING #3

**Pilot Project**  
**ABE/Literacy – All 4 Campuses**

**Initial Timeframe:** August 2011 – July 2012

**One year extension:** August 2012 – July 2013 (for evaluation purposes)

The Parties agree, given historical issues regarding workload in Adult Basic Education (ABE), to enter into a Pilot Project in ABE/Literacy. The principles are as follows:

- (1) No net costs to the Employer,
- (2) Without prejudice to either Party,
- (3) The project will be evaluated by the Parties within the timelines indicated,
- (4) Either Party can cancel this project, given appropriate notice, to take effect no sooner than the end of the Spring semester,
- (5) Both Parties are entering in to this pilot project in good faith and will support the pilot project to be successful,
- (6) The Parties further agree that after the pilot has been evaluated and deemed successful, pilot projects can be considered in other areas, with the same restrictions as above. Other pilot projects for consideration may require different models to be developed because the Parties accept that programs have very different norms and very different operational requirements.

Structure and Criteria for Pilot Project – ABE/Literacy

Discussion shall include the Chair, Faculty and Dean in order to determine the appropriate annual instructional delivery schedule to ensure that the following principles are met:

- (1) Two (2) semester system/year or Trimester system/year – instructional delivery model, depending on the campus,
- (2) Equivalent eight (8) courses per year (which may include labs, learning centre, and tutorials),
- (3) Twenty-four (24) hours per week of direct instruction, as per Appendix I,
- (4) Annual Regular Full-Time workload, in accordance with Article 14.2, 17.1 and 29 (prorated for Regular Part-Time employees), to include:
  - four (4) weeks per year of Professional Development/Curriculum Development activities (as per Article 14.2)

This project will include instructional and non-instructional employees. The Parties acknowledge there may be issues and/or challenges that will occur during the life of this agreement. The Parties further agree that changes may be needed to ensure the success of the project.

Criteria for Professional Development and Curriculum Development



Four (4) weeks of professional development/curriculum development leave shall be allocated to each Regular Full-Time employee. Regular Employees with part-time workload shall have their professional development/curriculum development leave allocated on a pro-rata basis. Such leaves shall be scheduled during periods when classes are not in session.

Regular non-instructional faculty may request to, or be assigned by, the Dean an alternate professional development/curriculum development leave period(s) during the year outside of the scheduled leave period noted above. Such alternate leave period(s) will be taken at a minimum of one (1)-day per activity to a maximum of two (2) weeks per activity. The Dean will track the usage of annual professional development/curriculum development leave.

In the absence of a professional development / curriculum development plan, the Dean has the ability to assign professional development/curriculum development activities.

There will be no carry-over of unused professional development/curriculum development leave allocation from one (1) year to the next.

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

- (1) Studies,
- (2) Experience in business, industry, community service, government or other educational institutions,
- (3) Preparing/reviewing course material outside of normal curriculum maintenance as per Article 14.2(d),
- (4) Workshops and conferences (presenting or attending).
- (5) Other professional development/curriculum development activities as agreed to between the Dean and the regular employee.

The professional development/curriculum development activities will be evaluated based on the Standards for Evaluation of Professional Performance for BCGEU Faculty (as agreed to between the Parties).

Each regular instructor shall submit to the respective Dean or designate a detailed curriculum development/professional development plan for the period of his/her leave on an agreed upon form.

It is recognized that knowledge sharing is an essential part of on-going learning. During the Fall preparation week, each regular instructor will provide a written summation of his/her curriculum development/professional development activity for peer sharing and reporting back to the Dean, with oral presentations to the faculty group scheduled by the Dean to meet the majority of instructors' teaching schedules.

## **PILOT REVIEW**

### **(A) Pilot Review Criteria**

- (1) At the end of the Fall 2011 semester and/or beginning of the Spring 2012 semester, there shall be a review of the implementation of the Pilot instructional delivery model in

ABE/Literacy. A second review of the Pilot instructional delivery model will be conducted after the end of Fall 2012 semester and no later than the end of the Spring 2013 semester.

(2) Plans for curriculum development/professional development activities in the Pilot year shall be delivered to the Dean prior to the end of Fall semester for approval

(3) In keeping with the principles for the Pilot Project, the final outcome review of the Pilot Project will require at least the following:

(i) Ensure there have been no additional costs;

(ii) Maintain the current level of student learning outcomes in ABE/Literacy programs;

(iii) Maintain the student FTE delivery targets;

(iv) Maintain comparable student completion rates; and

(v) Curriculum development/professional development activities, as previously approved by the Dean, have been completed or are under way for all regular faculty in ABE/Literacy

(B) Pilot Review Committee

The Committee will review, based on the aforementioned criteria, the success of the Pilot Project and make recommendations to the Principals.

The Committee will be comprised of three (3) Union members (as appointed by the Union) and three (3) Management members (as appointed by Management, one of whom will be the Dean), and other consultants as required.

**LETTER OF UNDERSTANDING 1****Prior Learning Assessment****Effective August 1, 2002****Definition:**

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

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

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

**Training in Prior Learning Assessment:**

An employee required to perform prior learning assessment responsibilities as part of his/her 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.

**Process:**

PLA assignments for up to two (2) courses may be assigned to a full-time instructor as part of regular non-teaching responsibilities (Memorandum of Understanding - 12.2c, revised document). The number of PLA assignments included in regular non-teaching responsibilities will be pro-rated for less than full-term appointments (e.g., if half time – one (1) PLA assignment). PLA assignments which are part of normal non-teaching responsibilities are considered part of normal workload for full-time faculty with no additional compensation to individual faculty.

NB: A PLA assignment is considered to be an assessment of one (1) student for one (1) course by one (1) instructor.

PLA assignments beyond two (2) courses a year may be provided on a voluntary basis. Any individual full-time instructor may accept up to a maximum of ten (10) PLA assignments per year. Acceptance of PLA assignments for more than ten (10) courses in a year requires the written approval of the BCGEU shop steward and the Vice-President, Academic.

Additional PLA assignments (beyond two [2] courses) will be compensated as follows:

1. (a) A stipend of one hundred and twenty-five dollars (\$125.00) for a Full PLA Assignment (assignment includes advising, support, development of assessment tools and assessment) for one (1) student in one (1) course under seventy-five (75) hours.
  - (b) A stipend of two hundred and fifty dollars (\$250.00) for a Full PLA Assignment for one (1) student in one (1) course of seventy-five to one hundred and fifty (75 - 150) hours.
  - (c) A stipend of three hundred and seventy-five dollars (\$375.00) for a Full PLA Assignment for one (1) student in one (1) course over one hundred and fifty (150) hours.
2. A stipend of two hundred and fifty dollars (\$250.00) for one (1) student in a Clinical Workplace Based Assignment.

3. A stipend of four hundred and fifty dollars (\$450.00) for one (1) Comprehensive Assessment of one (1) student for three (3) or more courses.
4. A stipend of fifty dollars (\$50.00) for a PLA Challenge Examination involving a pre-existing format (with minor revisions to existing assessment tool) for one (1) course.
5. One hundred dollars (\$100.00) for a PLA Challenge Examination involving a customized format (exam designed specifically for individual assessment) for one (1) course.

The instructor will be paid the full amount of the appropriate stipend whether or not the student completes the PLA process. Payment to the instructor will be made on the first pay period following the confirmation of the student's PLA registration.

When PLA assignments in an instructional area exceed ten (10) course assignments, the Dean, Director or Regional Campus Principal may, at his/her discretion and with the mutual agreement of the faculty member and the Department Chair, provide release time in lieu of payment to a faculty member qualified to accept these assignments. Release time shall be negotiated by the Dean, Director, or Regional Campus Principal and faculty member involved, and will normally occur within the fiscal year in which it was earned.

Three (3) months prior to the expiry of this Letter of Agreement, a Joint Committee of the Union and the Employer will review the implementation of this agreement using data and input from the PLA Coordinator, Deans, Directors and Regional Campus Principals and the Union.

NB: The rates noted do not apply to instructors engaged under Memorandum of Understanding #1 – Continuing Education. PLA assignments under Memorandum of Understanding #1 – Continuing Education will be compensated at the instructor's hourly rate in programs such as, but not limited to, Professional Bartending, Animal Care Aide, Activity Aide and American Sign Language.

This agreement is subject to review during contract renewal discussions in 2014. Subject to the agreement of the Parties, the language will, in whole or in part, be incorporated into the renewed Collective Agreement.

## LETTER OF UNDERSTANDING 2

### Partial Sick Leave and Partial Disability Benefits

The Parties agree that it is in the interests of both the employee and the Employer to enable an employee to remain at work when the employee is only partially disabled.

“Partially disabled” for the purpose of this Letter of Understanding means that the employee is unable to do a portion of his/her normal workload where such portion is agreed by the Employer to conform to the configuration of faculty workload in the employee’s instructional or non-instructional areas and where the partial sick leave is in any event no greater than eighty percent (80%) of a full-time workload in that area. The application of this definition is subject to the Employer’s legal duty of accommodation.

Determination of whether the employee is partially disabled as defined above shall be by the Short-Term Disability benefits carrier.

An employee who is determined to be partially disabled will be entitled to sick leave under Article 22.6 on a pro-rated basis until the employee has satisfied the qualifying period for Short-Term Disability benefits of the equivalent of thirty (30) complete calendar days. In any event, to qualify for Short-Term Disability benefits the employee must complete the qualifying period within six (6) months of the date the employee commenced part-time sick leave.

Should the employee return to his/her full normal duties of his/her own occupation during this qualifying period for Short-Term Disability benefits and then become disabled from the same or related disability within fourteen (14) consecutive calendar days after returning to full active employment, he/she will be considered to be within the same qualifying period.

The employee is required to meet all application, reporting, and other requirements provided for in this Short-Term and Long-Term Disability benefits plans as applicable.

The carrier’s approval of a partial Disability claim for sick leave continuation on a pro-rata basis does not in itself mean that the employee’s subsequent claims for Short-Term Disability benefits will be automatically approved, nor does approval for Short-Term Disability benefits mean that the employee’s subsequent claim for Long-Term Disability benefits will be automatically approved.

Additional information on the processes and criteria for partial sick leave and partial Disability benefits are set out in the document titled “Administration of Partial Sick Leave and Partial Disability Benefits”, which the Parties agree shall be part of the “Policies and Procedures” sections of the Disability Management Handbook for the Disability benefits plan set out in Article 22.6 of the Collective Agreement.

## LETTER OF UNDERSTANDING 3

### Re: Expedited Arbitration

#### 1. Expedited Arbitrations

Where a difference arises at an institution relating to the interpretation, application or administration of the collective agreement, including where an allegation is made that a term or condition of the collective agreement has been violated, either parties may, after exhausting the steps of the grievance procedure under the agreement, notify the other party within ten (10) calendar days of receipt of the last grievance step reply, of its desire to arbitrate and to submit the difference or allegation to expedited arbitration before a single arbitrator

#### 2. Issues for Expedited Arbitration

(a) All grievances except those relating to the following shall be resolved by expedited arbitration:

- i. Dismissals;
- ii. Suspensions in excess of five (5) working days;
- iii. Policy grievances;
- iv. Grievances requiring the presentation of extrinsic evidence;
- v. Grievances where a local party intends to raise a preliminary objection;
- vi. Grievances arising from the duty to accommodate; and
- vii. Grievances arising from the interpretation, application and administration of the Common Agreement, including but not limited to, the application of Article 13.1 of the Common Agreement.

(b) Those grievances not suitable for resolution at expedited arbitration, as listed under section 2 (a) above, may be referred to arbitration under the provisions of the collective agreement.

(c) By mutual agreement, a grievance falling into any of the categories as listed under section 2 (a) above, may be placed into the expedited arbitration process.

#### 3. Expedited Arbitrators

The following arbitrators shall be selected on the basis of the person who is available to hear the grievance within ten (10) calendar days of appointment, on a rotating basis.

- Chris Sullivan
- Colin Taylor
- John Hall
- Mark Brown
- Marguerite Jackson

If none of the listed arbitrators are available within ten (10) days, the parties shall agree to another arbitrator who is available within ten (10) days of appointment.

#### 4. Process

As the process is intended to be expedited, lawyers shall not be retained to represent either party. This does not preclude either party from using staff who may be lawyers.

## **5. Agreed Statement of Facts**

The parties shall develop an agreed statement of facts and shall exchange reliance documents prior to the hearing. Disclosure of relevant or potentially relevant documents is a mutual and ongoing obligation before and during the particular hearing.

## **6. Written Submission**

By mutual agreement, written submissions may be used in place of a hearing. Submissions shall be in standard format and will not be more than ten (10) pages long.

## **7. Procedure**

All presentations shall be short and concise and are to include a comprehensive opening statement. The parties shall make limited use of authorities during their presentations.

## **8. Mediation**

- a) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.
- b) Where mediation fails or is not appropriate in the opinion of the arbitrator, a decision shall be rendered as contemplated herein.

## **9. Issuance of Decision**

The decision of the arbitrator is to be completed on the agreed form and mailed to the parties within three (3) working days of the hearing.

## **10. Status of the Decision**

- a) All decisions, including mediated settlements, under this expedited arbitration process are limited in application to the particular dispute and are without prejudice. The decisions shall have no precedential value and shall not be referred to in any subsequent proceeding. The expedited arbitrators shall include statements to this effect at the beginning of their decision.
- b) All settlements of proposed expedited arbitration cases made prior to an expedited hearing are also without prejudice and have no precedential value.
- c) The decision or award, including mediated settlements, is final, binding, and conclusive, and is not open to question or review in a court on any grounds whatsoever.
- d) Should the parties disagree as to the meaning of the decision or award, including mediated settlements, either party may request that the arbitrator clarify the decision.

## **11. Costs**

- a) The parties shall equally share in the costs of the fees and expenses of the expedited arbitrator.
- b) Hearings shall be conducted at the institution or at the offices of the union where possible to minimize costs.

## **12. Authority of Arbitrator**

The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions under the *Labour Relations Code*.

**MEMORANDUM OF AGREEMENT #1****Bargaining Unit Work**

When the employer introduces a new program or alters any existing Vancouver Island University program(s), it shall notify the BCGEU in writing at the point a decision by the Provost and Vice-President Academic is made to implement. The written notice shall be provided to the BCGEU bargaining unit chairperson and include details of the altered or new program(s).

The employer shall meet with the BCGEU within 7 days of the written notice to consult on the appropriate bargaining unit jurisdiction of the new or altered program(s) within the University. Should the Union disagree with the jurisdictional placement of the new or altered program(s), it may pursue the matter through the Labour Relations Board.



**MEMORANDUM OF AGREEMENT #2****Re: 2012 BCGEU Faculty Common Table - Harassment**

The 2012-2014 BCGEU Faculty Common Table Agreement (Common Agreement) of December 17, 2012 contains a number of provisions related to workplace harassment. VIU and BCGEU Instructors, Local 702 are not parties to that Common Agreement. They are prepared, however, to adopt a number of the Common Table provisions related to workplace harassment. In particular:

1. The parties agrees to participate on the committee established pursuant to LOU #4 (Respectful Working Environment) of the Common Agreement. The parties further agree that they will adopt jointly developed education and training programs that are created pursuant to section 2 (Mandate) of LOU #4 of the Common Agreement. VIU and the Union agree that attendance at these educational and training programs is mandatory.
2. The parties agrees to participate on the committee described in Schedule 2 (Re: Training of Harassment Investigators) of the Common Agreement.
3. The parties agree that the principles regarding awareness and training set out in the Letter of Agreement #9 (Re: Article 8 – Respectful Working Environment, Article 9 - Harassment) in the VIU/BCGEU collective agreement April 1, 2010 to March 31, 2012 have proven to be beneficial to both the Union and the Employer.

To this end, the awareness and prevention training is mandatory for all persons in a supervisory role, including but not limited to excluded personnel, Program Chairs, Union Shop Stewards and Executives.

**LETTER OF AGREEMENT 1**

**On-Line Workload**

The Parties agree to jointly undertake a review of how on-line instruction is operating in relation to Article 28.

Any Dean who has an element of on-line instruction will present a report to the Labour Management Committee before the end of the Academic Year. The Labour Management Committee will consider current practices in relation to Article 28 and provide recommendations to the Parties. If approved by the Parties' respective principals, any changes pursuant to this Letter of Agreement will be implemented by March 31 of the following year.

**LETTER OF AGREEMENT 2****Continuing Education Exception to Program Norm (Appendix I)**

The Parties to this agreement recognize that Continuing Education courses and programs are cost recovery and part-time in nature and have minimal, if any, indirect instructional components. They are often paid based on the number of students enrolled rather than on an instructional workload factor. As a result, they do not meet the model for establishing a direct instructional program norm (see Appendix I).

The Parties agree, on an exception basis, without prejudice and without precedent, to continue the practice of a combined direct and indirect instructional workload based on twenty-eight (28) hours per week or fifty-six (56) hours biweekly, paid on an hourly rate, for Continuing Education courses and programs. This applies to those Continuing Education courses and programs covered under both the Memorandum of Understanding #1 and the normal BCGEU Collective Agreement provisions.

**LETTER OF AGREEMENT 3****Suspension of Claiming Rights during Periods of Layoff**

The Parties agree, on an exception basis, without prejudice and without precedent, to temporarily suspend claiming rights under Article 12.1(c) for additional Term workload in the same instruction program when a layoff notice has been issued within that instructional program (see Appendix C).

This temporary suspension will provide the Dean, Director or Regional Campus Principal the opportunity to reassign the additional Term workload amongst the regular faculty members as a viable option to layoff. It is recognized that such reassignments would be the normal course of action for regular faculty members within the same headquarters and/or department within that instructional program seniority group, but where the regular faculty member subject to layoff notice is coming from another headquarters and/or department within that instructional program seniority group, this Letter of Agreement would apply.

This Agreement will be reviewed in one (1) year from the date of signing.

**LETTER OF AGREEMENT 4****Suspension of Seniority Credit Adjustments  
for employees on LTD beyond Change of Definition**

The Parties agree to suspend seniority credit adjustments, as provided for under BCGEU Article 18.3, for those BCGEU regular employees who are in receipt of Long Term Disability (LTD) benefits and have been deemed to be disabled from all occupations as a result of the “Change of Definition” (COD) decision by the disability benefits carrier, Manulife Financial. This seniority suspension is in effect commencing the first pay period in January 2009.

Should an LTD-COD employee subsequently return to active VIU employment as a BCGEU regular member, the Human Resources Department will calculate and apply BCGEU seniority credits that would have otherwise been earned from the period that seniority credit adjustments were suspended to the date the employee returns to active employment.

The intent of this agreement is not to remove any rights of the BCGEU member as a result of suspending his/her seniority credit adjustments.

**LETTER OF AGREEMENT 5****Continuation of IT Privileges for BCGEU Term Faculty**

The Parties agree to provide a BCGEU Term faculty member with continued access to the following VIU Information Technology services up to six (6) months following the end of his/her Term appointment with VIU;

- Email
- Computer and network accounts, including access to course and students' records systems.

The intent of this agreement is to allow sufficient time for a BCGEU Term faculty member to wrap up instructional duties at the end of the Term appointment and, if required, prepare for incoming classes for the start of the next Term appointment.

This Letter of Agreement will expire on March 31, 2014