

MEMORANDUM OF AGREEMENT

COMMON AGREEMENT

between

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

and

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

**For the term of
April 1, 2004 to March 31, 2007**

DEFINITIONS

"*Agreement*" or "**Common Agreement**" means this Agreement reached between the Employers and the Unions as defined in the Protocol Agreement dated May 27, 2004.

"*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 a person employed within a bargaining unit represented by **one of the Unions as defined in the Protocol Agreement dated May 27, 2004 and that ratifies this Common Agreement.**

"Employer" means one of the "Employers" as defined in the Protocol Agreement dated May 27, 2004 and that ratifies this Common Agreement.

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

"*Joint Administration and Dispute Resolution Committee*" or "*JADRC*" means the committee established under Article 3.2 below.

"*Joint Labour-Management Committee*" means a committee formed by local parties with equal representation from a local union and an institution.

"*Local parties*" means the institution and local bargaining unit where both have ratified this Agreement.

"*Local provision*" means a provision of a collective agreement established by negotiations between an individual employer and a local union.

"*Local union*" means a bargaining unit representing employees at an institution that has ratified this Agreement.

"Ministry" means the Ministry of Advanced Education.

"*Parties*" or "*Common Parties*" means the Employers and Unions identified in the Protocol Agreement of **May 27, 2004** that have ratified this Agreement.

"*Post-Secondary Employers' Association*" or "*PSEA*" means the Employers' association established for post-secondary colleges and institutes under the Public Sector Employers' Act.

"*Provincial Bargaining Council*" means a council of the BC Government and Service Employees' Union (BCGEU) and the **Federation of Post-Secondary Educators (FPSE)** formed for the purpose of negotiating this Agreement.

"*Ratification*" means the acceptance **by a local union and by an institution and the PSEA of the terms of the Common Agreement pursuant to the Protocol of May 27, 2004.**

"*Union*" means a faculty association or trade union certified as a bargaining agent.

2.3 Procedures

2.3.1 Local Informal Processes

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

2.3.2 Right to Legal counsel

The Union is the exclusive bargaining agent for the bargaining unit employee and as such has the exclusive right to represent the employee in all matters pertaining to 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 2 investigation involving an allegation of harassment.

2.3.3 Mediation

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

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

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

2.3.4 Investigation

Where either the complainant or alleged harasser does not agree to mediation, or no resolution is reached during the mediation, the complaint will be referred to an investigator selected from a list of investigators agreed upon by the local parties.

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

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

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

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

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

2.3.5 Terms of Reference of the Investigator

(a) The purpose of the investigator will be to ascertain facts.

(b) All persons quoted in the investigation will be named by initials.

(c) The report of the Investigator will be given, in confidence, to the Union(s) and the Employer. It is the responsibility of the Employer to forward a copy of the report to the complainant and the alleged harasser. The Employer will state, in a covering letter, that the report is confidential. The report should refer to individuals involved by initials only. However, a key will be provided to the Employer and the Union(s) for internal use. This practice should be repeated at any subsequent arbitral proceeding.

(d) The report will not be introduced as evidence or have standing in any arbitration, or other legal procedure. This does not preclude the parties from reaching an Agreed Statement of Fact based upon facts in the report in preparation for an arbitral proceeding.

(e) Reliance on Report of Third Party Investigator

Despite 2.3.3 (d), an institution is entitled to rely on the fact of mediation or the report of a third party investigator as evidence that may mitigate liability in a proceeding that follows receipt of the third party investigator's report.

The Employer is entitled to rely on the investigator's report as evidence that it acted in good faith in any disciplinary action that it undertook following receipt of the third party investigator's report where the issue of good faith is raised by a grievor or the union.

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

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

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

(i) The investigator's report will not be placed on an employee's file.

Article 3.1 – Human Resources Database

3.1 Human Resources Database

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

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

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

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

3.1.1 Relevant Matters include:

a. Health and Welfare

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

b. Collective Bargaining

- i. Salary information by classification
- ii. Demographics: age, sex, salary, placement, status
- iii. Analysis of local collective agreements within the system
- iv. Pension plan participation rates

c. Contract Administration

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

Article 3.4 - Contract Training & Marketing Society

Maintain current language with the following prefatory note:

This article is suspended and has no force or effect for the term of this Agreement commencing April 1, 2004.

6.4 Targeted Labour Adjustment

6.4.1 Employer Commitments

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

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

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

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

whichever date is later.

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

6.4.2 Menu of Labour Adjustment Strategies

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

6.4.2.1 Labour Adjustment Strategies: Workplace Organization

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

- (a) Job sharing.
- (b) Reduced hours of work through partial leaves.
- (c) Transfers to other areas within the bargaining unit subject to available work and to meeting qualifications, with minimal training required where such training can be scheduled within the employee's professional development and other non-instructional time.
- (d) Unpaid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.

- (e) Workload averaging that does not incur a net increase in compensation cost.
- (f) Combined pension earnings and reduced workload to equal 100% of regular salary subject to compliance with the regulations of the College Pension Plan.
- (g) Agreed secondment.
- (h) Trial retirement.
- (i) Combinations and variations of the above or other workplace organization alternatives.

6.4.2.2 Labour Adjustment Strategies: Employee Transition

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

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

6.4.3 Layoffs May Occur

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

6.4.4 No Stacking of Entitlements

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

6.5 Delete

Article 6.7 Educational Technology/Distributed Learning

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

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

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

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

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

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

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

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

6.7.8 Where an employee 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.

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

Article 7 - LEAVES

7.1 Definitions

All references to spouse within the leave provisions of this Agreement include 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.

7.2 General Leave

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

7.3 Seniority Accrual

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

7.4 Retention of Status

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

7.5 Benefits While on Leave

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

7.6 Bereavement Leave

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

7.7 Family Illness Leave

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

7.8 Compassionate Care Leave

7.8.1 Entitlement

An employee will be granted a compassionate care leave of absence without pay for up to eight (8) weeks to care for a gravely ill family member. In order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within 26 weeks.

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

(a) The employee's benefit coverage will continue for the duration of the compassionate care leave, to a maximum of eight (8) weeks, and the premium payment shall be on the same basis as if the employee were not on leave.

(b) Where an employee elects to buy back pensionable service for part 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.

(c) 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.

(d) An employee who returns to work following a leave granted under this provision shall be placed in the position the employee held prior to the leave or in a comparable position.

7.8.2 Additional Leaves

Should an employee require additional time to care for a gravely ill family member, additional leaves may be granted beyond the 8 week period specified in 7.8.1 above. Such additional leave shall be pursuant to article 7.2 General Leave.

7.9 Jury Duty and Court Appearances

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

7.10 Public Duties

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

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

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

7.11 Exchange Leave

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

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

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

7.12 Deferred Salary Leave

Each Employer ratifying this Agreement will establish **or, as necessary, review and update** a deferred salary leave plan consistent with Regulations issued by **Canada Revenue Agency** under the Income Tax Act. **The parties may use the Letter of Agreement # 1 as a template for the deferred salary leave plan.**

See LOA #1.

ARTICLE 8 - PARENTAL LEAVE

8.1 Preamble

8.1.1 Definitions

a) “Common law partner” is a person of the same or different sex where the employee has signed a declaration or affidavit that they have been living in a common-law relationship or have been co-habiting for at least twelve (12) months. The period of co-habitation may be less than twelve (12) months where the employee has claimed the common-law partner’s child/children for taxation purposes.

b) “Base Salary” is the salary that an employee would earn if working their full workload up to a maximum of a full workload as defined in the employee’s collective agreement.

8.1.2 Entitlement

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

8.2 Commencement of Leave

Leave taken under **Article 8.1.2** shall commence:

8.2.1 for the birth mother, immediately after the end of the leave taken under the **maternity** leave provisions or **within 52 weeks of the birth** unless the Employer and the employee agree otherwise.

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

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

8.3 Benefits Continuation

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

a) **Premium payment for benefit coverage shall be on the same basis as if the employee were not on leave.**

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

8.3.2 An employee who returns to work following a parental leave shall retain the seniority the employee had attained prior to the leave and shall accrue seniority for the period of leave.

8.3.3 An employee who returns to work following a parental leave, shall be placed in the position the employee held prior to the leave or in a comparable position.

8.3.4 An employee who has taken leave under this provision is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken.

8.3.5 Where the proposed commencement of the leave or return to work does not coincide with the instructional calendar the local parties will negotiate mutually acceptable dates.

8.4 Supplemental Employment Benefit for Maternity and Parental Leave

8.4.1 Effective April 1, 2002, when on maternity or parental leave, an employee will receive a supplemental payment added to Employment Insurance benefits as follows:

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

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

(c) 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 employee's salary calculated on her average base salary.

(d) 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 employee's salary calculated on his/her average base salary.

(e) The average base salary for the purpose of Article 8.4.1(a) through (d) is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty six (26) weeks for the purpose of calculating the average base salary.

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

8.4.3 If an employee is disentitled or disqualified from Employment Insurance maternity or parental benefits, the employee shall receive the supplemental payment to the appropriate percentage less the amount of Employment Insurance benefits the employee would have received if qualified for Employment Insurance benefits.

Article 9.1.4 – Constraints [JCBA]

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

Article 9.2 – Specific Benefits

9.2 Specific Benefits

9.2.1 Benefit Provisions

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

- (a) Basic Medical Insurance under the British Columbia Medical Plan, subject to Plan provisions.
- (b) Extended Health Benefits
 - (i) Total lifetime coverage level will be unlimited.
 - (ii) Reimbursement level on claims will be 95%; where existing reimbursement provisions in a local agreement exceed ninety five (95%) percent, the existing local provision will remain in force.
 - (iii) Hearing Aid benefit claims will be to a maximum of \$600 every five years.
 - (iv) **Medical Travel Referral Benefit** shall be in accordance with the provisions set out in Appendix F.
 - (v) Health and welfare benefits coverage will cease on the day that an employee's employment terminates.
 - (vi) **Eye vision exams shall be reimbursed to a maximum of \$75.00 every two (2) years.**

(c) Group Life and Accidental Death and Dismemberment Insurance

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

(d) Dental Plan

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

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

(e) Termination of Coverage

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

9.2.2 Flexible Benefit Plan Impact

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

9.2.3 Level of Health and Welfare Benefits

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

Article 9.3 - Disability Benefits

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

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

- ◆ Benefit level of sick leave at one hundred percent (100%) for the first thirty (30) calendar days, short-term disability at seventy percent (70%) weekly indemnity for the next twenty one (21) weeks, and long-term disability leave of seventy percent (70%) thereafter
- ◆ Long-term disability as defined on the basis of two-year own occupation and any other occupation thereafter as described by the JCBA plan
- ◆ Health and welfare benefit premiums will be paid by the Employer or the Plan for employees on sick leave, short-term disability and long-term disability
- ◆ Employer payment of premiums for both short-term and long-term disability benefits
- ◆ Claims Review Committee made up of three (3) medical doctors (one designated by the claimant, one by the Employer and the third agreed to by the first two doctors)
- ◆ Mandatory rehabilitation as described in the JCBA plan
- ◆ Subject to provisions of the Plan, enrolment is mandatory for all active regular employees and for active non-regular employees employed on a continuing basis for at least a four (4) month period with fifty percent (50%) or more of a full-time workload as defined by local provisions.

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

(a) that it wishes its members to be covered by the disability benefits plan by this Agreement, or

(b) that it wishes its members to continue to be covered by the disability benefits plan that currently applies to them.

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

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

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

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

ARTICLE 12 – SALARIES

12.1 Provincial Salary Scale

The Provincial Salary Scale is attached as Appendix A.

12.2 Secondary Scale Adjustment

12.2.1 Effective April 1, 2006, all steps on secondary scales will be increased by one and one-half percent (1 ½ %) or by the April 1, 2006 to March 31, 2007 total salary increase of any faculty agreement that includes the Provincial Salary Scale, whichever is greater.

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

12.3 Maintenance of Placement

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

12.4 Calculation of Pay

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

12.5 Overload

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

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

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

Note: Current 12.5 deleted, and 12.6 renumbered to 12.5

ARTICLE 13 - EFFECT OF THIS AGREEMENT

13.1

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

13.2

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

13.3

The following articles are not subject to 13.1 above:

- **Article 2** – Harassment
- **Article 3.1** – Human Resource Database
- **Article 3.2.1 – 3.2.5** – Joint Administration and Dispute Resolution Committee
- **Article 3.2.6** – Suspension and Discharge Grievance Resolution
- **Article 3.3** – Jurisdictional Dispute Resolution Process
- **Article 3.4** – Contract Training and Marketing Society
- **Article 4** – Prior Learning Assessment
- **Article 6.1.7 – Referral to JADRC**
- **Article 6.2** – Program Transfers and Mergers
- **Article 6.3** – Registry of Laid Off Employees
- **Article 6.4** – Targeted Labour Adjustment
- **Article 6.7 – Educational Technology/ Distributed Learning**
- **Article 7.8 – Compassionate Care Leave**
- **Article 9.1** – Joint Committee on Benefits Administration
- **Article 12.1 and Appendix A** – Provincial Salary Scale
- **Article 12.2** – Secondary Scale Adjustment
- **Article 9.3** – Disability Benefits

13.4

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

Article 14 Term

This Agreement shall be in effect from **April 1, 2004 to March 31, 2007** and shall continue in force until the renewal of this Agreement.

Article Number: New

X.0 International Education

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

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

X.1 General

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

X.2 Expenses

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

X.3 Health and Welfare Benefits

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

Limitations:

- (a) Dental expenses incurred will be reimbursed based on the British Columbia fee schedule in effect under the employer's group policy.
- (b) Benefit coverage will not extend beyond the date the policy or any benefits terminate with the employer's insurance carrier.
- (c) The employer will supply travel medical insurance.
- (d) When employees are working in countries where payment for medical services may require cash payment, employees will submit their claim to the insurance carrier for reimbursement of such expenses. The employer will advance monies in such instances if there is an anticipated delay from the insurance carrier.
- (e) An employee will be referred to the employer's Human Resources department to clarify the benefit and travel medical insurance coverage.
- (f) The Parties agree **that this Article X.3 – Health and Welfare Benefits** – shall govern the terms and conditions for employees who **are required** to travel to the U.S. to perform assigned work pursuant to the employees' collective agreement.

X.4 Emergencies and Emergency Evacuation

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

X.5 Orientation and Return

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

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

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

X.6 Article X shall apply to local unions as follows:

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

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

x.2 Article X shall apply to any local union whose collective agreement expiring March 31, 2004 did not include local provisions on International Education.

Article Number: New

Health and Safety Equipment

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

Appendix A – Provincial Salary Scale

Option 1 of Appendix A

STEP	April 1, 2003 to March 31, 2004	April 1, 2004 to March 31, 2005	Not later than August 1, 2005 to March 31, 2006	April 1, 2006 STEP	April 1, 2006 to March 31, 2007
			See Note 1		See Notes 2, 3, and 4
				1	\$ 75,674 <i>\$ 1,513</i> \$ 77,187
1	\$ 73,257	\$ 73,257	\$ 73,257 <i>\$ 1,465</i> \$ 74,722	2	\$ 73,257 <i>\$ 1,465</i> \$ 74,722
2	\$ 68,238	\$ 68,238	\$ 68,238 <i>\$ 1,365</i> \$ 69,603	3	\$ 68,238 <i>\$ 1,365</i> \$ 69,603
3	\$ 65,445	\$ 65,445	\$ 65,445 <i>\$ 1,309</i> \$ 66,754	4	\$ 65,445 <i>\$ 1,309</i> \$ 66,754
4	\$ 63,048	\$ 63,048	\$ 63,048 <i>\$ 1,261</i> \$ 64,309	5	\$ 63,048 <i>\$ 1,261</i> \$ 64,309
5	\$ 60,651	\$ 60,651	\$ 60,651 <i>\$ 1,213</i> \$ 61,864	6	\$ 60,651 <i>\$ 1,213</i> \$ 61,864
6	\$ 58,254	\$ 58,254	\$ 58,254 <i>\$ 1,165</i> \$ 59,419	7	\$ 58,254 <i>\$ 1,165</i> \$ 59,419
7	\$ 55,857	\$ 55,857	\$ 55,857 <i>\$ 1,117</i> \$ 56,974	8	\$ 55,857 <i>\$ 1,117</i> \$ 56,974
8	\$ 53,460	\$ 53,460	\$ 53,460 <i>\$ 1,069</i> \$ 54,529	9	\$ 53,460 <i>\$ 1,069</i> \$ 54,529
9	\$ 51,063	\$ 51,063	\$ 51,063 <i>\$ 1,021</i> \$ 52,084	10	\$ 51,063 <i>\$ 1,021</i> \$ 52,084
10	\$ 48,666	\$ 48,666	\$ 48,666 <i>\$ 973</i> \$ 49,639	11	\$ 48,666 <i>\$ 973</i> \$ 49,639

* *Italicized denotes stipends*

Note #1: Add 2% to all steps of the Salary Scale as a result of “Net 0 money”

Note #2: Add 3.3% to the top of the Salary Scale. (1.5% * 2.2)

Note #3: An employee who has spent 12 months at step 1 by April 1, 2006 shall move to the new step on April 1, 2006. Others will proceed to the new step on their normal increment date.

Note #4: The difference between the 1.5% increase on April 1, 2006 and the April 1, 2006 to March 31, 2007 total salary increase of any faculty collective agreement that includes the Provincial Salary Scale shall be applied to the top step of the scale effective April 1, 2006. Such application shall be made as soon as practicable and applied retroactively.

Option 2 of Appendix A

STEP	April 1, 2003 to March 31, 2004	April 1, 2004 to March 31, 2005	Not later than August 1, 2005 to March 31, 2006	April 1, 2006 STEP	April 1, 2006 to March 31, 2007
					See Notes 1, 2, and 3
				1	\$ 75,674
1	\$ 73,257	\$ 73,257	\$ 73,257	2	\$ 73,257
2	\$ 68,238	\$ 68,238	\$ 68,238	3	\$ 68,238
3	\$ 65,445	\$ 65,445	\$ 65,445	4	\$ 65,445
4	\$ 63,048	\$ 63,048	\$ 63,048	5	\$ 63,048
5	\$ 60,651	\$ 60,651	\$ 60,651	6	\$ 60,651
6	\$ 58,254	\$ 58,254	\$ 58,254	7	\$ 58,254
7	\$ 55,857	\$ 55,857	\$ 55,857	8	\$ 55,857
8	\$ 53,460	\$ 53,460	\$ 53,460	9	\$ 53,460
9	\$ 51,063	\$ 51,063	\$ 51,063	10	\$ 51,063
10	\$ 48,666	\$ 48,666	\$ 48,666	11	\$ 48,666

Note #1: Add 3.3% to the top of the Salary Scale. (1.5% * 2.2)

Note #2: An employee who has spent 12 months at step 1 by April 1, 2006 shall move to the new step on April 1, 2006. Others will proceed to the new step on their normal increment date.

Note #3: The difference between the 1.5% increase on April 1, 2006 and the April 1, 2006 to March 31, 2007 total salary increase of any faculty agreement that includes the Provincial Salary Scale shall be applied to the top step of the scale effective April 1, 2006. Such application shall be made as soon as practicable and applied retroactively.

Appendix B

LIST OF INVESTIGATORS

The following list of investigators is attached for the use of the local parties at their option under Article 2.3.1 and is required under 2.3.2:

Rebecca Frame
Maureen Headley
Hanne Jensen
Catherine Sullivan

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

The parties agree that the addition to and replacement of the 2001-04 Common Agreement's list of investigators will as necessary be determined by JADRC.

Letter of Understanding #3

Camosun College

Delete this LOU

Letter of Understanding #4

Institute of Indigenous Government

Delete this LOU

Letter of Understanding # _____ (new) Caps on Placement on Salary Grid

The Parties agree that, notwithstanding Sections 10-13 of the May 27, 2004 Protocol Agreement, local parties may table in local bargaining proposals concerning the adjustment or removal of caps on the placement of employees on the Provincial Salary Scale.

Letter of Understanding # _____

Partial Sick Leave and Partial Disability Benefits

The Parties agree that it is in the interests of both the employee and the employers 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 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 9.3.2 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 common disability benefits plan set out in Article 9.3 of the Common Agreement.

New: Letter of Understanding – Respectful Working Environment

1. Preamble

The Parties recognize that certain types of conduct in the workplace may be inappropriate and may result in negative effects such as increased sick leave usage, increased short and long term disability leaves, and decreased levels of performance. Examples of such conduct are inappropriate behaviour, personal conflict, and bullying.

2. Mandate

The parties agree that the local parties, where mutually agreeable, may develop joint initiatives to inform and train employees and to enhance understanding on:

- a) the identification and reduction of inappropriate conflict in the work place,
- b) the effects of mental health issues in the workplace, and
- c) the development and maintenance of a respectful workplace environment.

3. Local Joint Process

The Parties agree that the local parties may establish a local joint process, including a joint committee, to inform and train employees and to enhance understanding on the matters specified in Section 2 above.

4. Expiry of this Letter

This Letter of Understanding is in effect for the term of the Common Agreement commencing April 1, 2004, unless otherwise agreed by the Parties.

New Letter of Understanding # ____:
COMMON FACULTY PROFESSIONAL DEVELOPMENT FUND

1. PURPOSE

1.1. The Common 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

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

3. FUND

3.1. The Common Faculty Professional Development Fund will be set at point six of one percent (0.6%) of faculty salary for each institution.

Letter of Understanding # (New) – Joint Review Process of Health and Welfare Benefits (Articles 9.2 & 9.3)

The Parties to this agreement recognize that the cost of benefits must be contained to ensure the long term sustainability of benefit plans.

The Parties agree for the term of this Agreement to expand the mandate of the Joint Committee on Benefits Administration (JCBA) to examine the benefits plans and to make recommendations that relate to cost containment, cost efficiencies, and new measures for the maximization of current benefit resources to ensure the sustainability of health and welfare benefits. The health and welfare benefits to be included in the review include:

- Extended Health Care and Vision Care
- Dental Plan
- Group Life Insurance and Accidental Death and Dismemberment
- Sick leave, Short and Long-Term Disability

Receipt of Reports and Recommendations

The recommendations of the Joint Committee on Benefits will be presented to the Parties according to the following schedule:

- 1) A preliminary report will **be issued not later than six (6) months after the ratification of this Agreement;**
- 2) A final report, including specific recommendations, **will be issued not later than three (3) months after the preliminary report has been issued.**

It is understood by both Parties that the recommendations will form the basis for discussions **between the parties and that any identified savings may be used by the parties to enhance benefits during the term of this agreement. If agreement cannot be reached then any unresolved issues will be referred to the next round of bargaining.**

The Parties agree that in the event that cost containment results in cost savings then a compensation trade-off among benefits may be negotiated.

Funding

The Employers will pay such reasonable costs of the Committee's work on this project as may exceed the amount specified in Article 9.1.5.

Note: The Employer and Union are in discussion in terms of revising the following “Deferred Salary Leave Plan LOU” to reflect what was discussed during bargaining.

Union Proposal: November 16, 2004

LETTER OF AGREEMENT (New) # _____

DEFERRED SALARY LEAVE PLAN

In the absence of a provision in the local agreement this Letter of Agreement shall form a part of the local collective agreement.

The Parties agree to establish a Deferred Salary Leave Plan

1. Description

(a) The purpose of the Deferred Salary Leave Plan is to afford employees the opportunity of taking a leave of absence of up to one (1) year with part pay by deferring salary for and taking a leave after the qualifying period. It is expressly understood that the Plan is not established to provide benefits to employees on or after retirement.

(b) The employer and employees may enter into any variation of this Plan by mutual consent of the two parties involved, provided that such variations meet the requirements of the Income Tax Act and the appropriate pension plans' legislation and their regulations.

2. Qualifications

All regular employees will be eligible to take leave under the Plan.

3. Application

(a) In order to participate, an employee must make written application to the employer stating the date when the employee wishes to participate in the Plan. Eligible applicants will complete the attached Employee Application, Agreement and Employer Approval Form (clause 10)

(b) The employer will not unreasonably withhold approval of an employee's application for Deferred Salary Leave. In the event that an employer does not approve an employee's application the employer will provide the reasons in writing to the employee and the union.

(c) The employer will render a decision on applications for Deferred Salary Leave within 30 days of receipt. The Union will be advised of all applications.

4. Payment Formula and Leave of Absence

The payment of salary, benefits and the timing of leaves of absence shall be as follows:

- (a) During the deferral period of the Plan, an employee will be paid up to ninety percent (90%) of their base salary and not less than sixty-six and two-thirds percent (66 2/3%) of their base salary. The remaining percentage of annual salary, based on a calendar year, will be accumulated and this amount shall be paid to the employee during the period of absence. Interest earned in the Plan on behalf of the participating employee shall be paid at the end of each calendar year.
- (b) The monies retained by the employer for participants, shall be held in an interest bearing account or at the employee's option, invested and reinvested by the employer in investments offered from time to time by an investor mutually agreeable to the employer and the employee. All investments shall be deposited only in an institution covered by the Canada Deposit Insurance Corporation (CDIC). The employer and the union shall not be liable to any participant for investments made under this clause.
- (c) Employment insurance premiums will be based on the gross salary during the deferral period and will not be payable during the leave period, and that Canada Pension Plan (CPP) deductions will be based on net salary during both the deferral period and the leave period.
- (d) The leave of absence may be taken only in the qualifying year of the Plan. Under special circumstances, exceptions may be granted; however, the deferral period must not exceed six (6) years in total from the date the salary deferrals commenced, and the leave of absence will commence at a mutually agreeable time. Agreement shall not be unreasonably withheld.
- (e) With the approval of the employer, an employee may select some alternative method of deferring salary other than that specified in (a) above; however, the annual deferral amount may not exceed thirty-three and one-third percent (33 1/3%) of the salary nor be less than ten percent (10%) of the salary the participating employee would normally receive in one (1) year.

5. Terms of Reference

- (a) The leave of absence shall occur according to and be governed by this Letter of Agreement rather than other leave provisions in the Collective Agreement in force between the employer and the union.
- (b) Payment to a participant on leave shall be made in accordance with local institutional payroll procedures. These installments shall start on the pay period following the commencement of the leave. The final installment shall be the balance of any monies retained by the employer for the participant in the Plan.
- (c) Upon no less than six (6) months' notice, a participant may request a one (1) year postponement of the start of the leave requested in the initial application. Such postponement will be granted where it is not in conflict with the number of employees approved to take leave in that year.
- (d) On return from leave, an employee shall return to the position held immediately prior to going on leave.
- (e) An employee participating in the Plan shall be eligible, upon return to duty, for any increase in salary and benefits that would have been received had the leave of absence not been taken.

(f) Employees who are laid off will be required to withdraw from the Plan and will be paid a lump sum adjustment for any monies deferred to the date of withdrawal, plus any interest earned. Repayment shall be made within 60 calendar days of withdrawal from the Plan.

(g) Prior to commencing their leave of absence, an employee may withdraw funds from the Plan only in the case of financial or other hardship (except where paragraph (f) applies). Upon withdrawal any monies accumulated plus interest owed, will be repaid to the employee within 60 calendar days of notification.

(h) Should an employee die while participating in the Plan, any monies accumulated plus interest owed at the time of death, will be paid to the employee's estate.

(i) There will be no interruption of a leave once it has commenced.

6. Salary

Throughout the period of the leave of absence, the employee may not receive any salary or wages from the Employer, other than:

(a) amounts which were deferred under the Plan; and

(b) the benefits that the employer usually pays to or on behalf of employees.

7. Benefits

(a) During a leave of absence, the responsibility for payment of benefit premiums for a participant shall be established in this Agreement.

(b) The employee's benefit coverage will continue for the duration of the leave and the premium payments shall be on the same basis as if the employee were not on leave.

(c) Where a participant is obligated to pay the cost of any benefit during the period of leave, the employer will pay such costs on behalf of the participant and deduct the money paid from money otherwise payable to the participant from the fund.

(d) Pension contributions, entitlement and purchase for service shall be governed by the appropriate Pension Plan Act and regulations. The employer will notify the Administrators of the Pension Plan the value of the contributions and salary levels for the purpose of pension adjustment reporting.

8. Termination or Amendment of the Plan

(a) This Plan may be amended or terminated by agreement between the union and the employer.

(b) No amendment shall be made to the Plan which will prejudice any tax ruling which is applicable to the Plan prior to the amendment.

9. Income Tax Act, Pension Plans and Regulations

Within 90 days of the signing of this agreement the Parties will submit this Letter of Agreement for review to ensure that it complies with the requirements of the **Income Tax Act** and the appropriate pension plans legislation and their regulations. The Parties agree that they will make any modifications to this Letter of Agreement that are necessary in order to comply with the **Income Tax Act** and the appropriate pension plans legislation and their regulations.

10. Employee Application, Agreement and Employer Approval Form

"I have read the terms and conditions of the Letter of Agreement #1 between the union and the employer governing the Deferred Salary Leave Plan, and I understand it. I agree to participate in the Plan subject to its rules and on the following specific conditions:

Enrolment Date: My enrolment in the Plan shall become effective ____, 20__

Year of Leave: I propose to commence my leave (yy/mm/dd), upon the approval of the employer, for a period of _____ months (up to one year).

Funding of the Leave: To accomplish the funding of the leave I hereby authorize the following amounts be withheld from my current compensation effective the date of my enrolment in the Plan:

First Year ____ %

Second Year ____ %

Third Year ____ %

Fourth Year ____ %

Number of additional years _____

Percentage per additional year _____

The participant may, by written notice to the employer prior to the anniversary date in any year, alter the percentage amounts for that and any subsequent year subject to Section 4(e) of the Deferred Salary Leave Plan Memorandum."

Signature of Applicant Date

The employer hereby approves the above noted employees participation in the Deferred Salary Leave Plan

Signature of employer Date

Cc Union President

Letter of Understanding (New) # _____
Variant Applications of Common Agreement
Provision to the NVIT Parties

1. The parties recognize that NVIT is a unique Aboriginal provincial institute with a mandate to teach Aboriginal curriculum, maintain Aboriginal culture, values, and traditions, and accordingly has a preference for hiring Aboriginal employees. Therefore the parties agree that NVIT is subject to the following variations of this agreement:
 - 1.1 The parties agree that Article 3.5.2 Union Leave will be applied in the following way:
 - 1.1.1 NVIT will provide a bank equivalent to one quarter full time equivalent per annum at normal faculty replacement costs as per local Article 35.2.1.5
 - 1.1.2 The bank will be established each April 1st to fund this leave for the upcoming fiscal year.
 - 1.1.3 Subject to employer operational requirements, The NVITEA will request a draw down on the bank and will inform the Employer which Union member and when the leave is requested. The draw down will be based on the hourly rate of the employee plus benefits.
 - 1.1.4 Requests under this Article will not be unreasonably denied.
 - 1.2 The parties agree that Article 6.1 Employee Security and Regularization, and Article 6.6 Contracting Out, does not apply to NVIT. For clarity the parties agree that Articles 6.4 Targeted Labour Adjustment and 6.7 Education Technology do apply. The parties agree that Article 6.1 Employee Security and Regularization and Article 6.6 Contracting Out may be opened at the local table.
 - 1.3 The parties agree to include Article 6.2 Program Transfers And Mergers, and Article 6.3 Registry of Laid Off Employees subject to NVIT's continued right to exercise a preference for hiring people of Aboriginal Ancestry.
 - 1.4 The parties agree to a variation of Article 7 Leaves subject to Section 2 below.
 - 1.5 The parties agree to a variation of Article 9 Benefits subject to Sections 3 and 4 below.
2. The Parties agree that NVIT be exempted from Article 7.6 Bereavement Leave and 7.7 Family Illness Leave.

For clarification, the parties agree that local articles 23.1.1, 23.1.5, 23.1.6, 23.1.7, and 23.5 remain in effect.

The parties agree to include article 7.10 Exchange Leave, subject to NVIT's continued right to exercise a preference for hiring people of Aboriginal ancestry.

The parties agree that Article 7.9 Public Duties may be applied to public duties that include First Nations governance and Aboriginal community boards.
3. Upon ratification of the local collective agreement Article 9 (Health and Welfare) provisions will come into effect upon the first day of the first month following the fifteenth day after ratification.

4. The parties recognize the employees of NVIT who are “status” as defined in the Indian Act often have health and dental coverage provided by Indian and Northern Affairs Canada (INAC). Those employees who have this coverage may choose to opt out through the signing of a waiver of the health, dental and emergency travel benefits provided by NVIT as part of its benefits plan. Those employees who have INAC coverage and who choose to opt out shall receive 2% of their gross earnings on each paycheque in lieu of benefits.
5. The Parties agree that Article 30.7 of the NVIT local agreement remains in force.
6. **Support Staff Issues at NVIT Other Than Compensation Increases**

The parties agree that the following may be negotiated at the local table:

- a) Support staff temporarily reassigned to higher or lower position
- b) Staff taking over additional responsibilities due to the emergency absence of another support staff employee
- c) Staff promoted to a higher position
- d) A joint management/union process for evaluating scale placement for new positions or positions substantially changed
- e) Study of alternative scales and objective placement methodology, for future implementation, for new or substantially changed.
- f) Factors influencing increments

Letter of Understanding # (New) – NVIT Support Staff Salary

The Parties agree that the NVIT Support Staff shall receive 1.5% compensation increase on all steps on the Support Staff salary scales on April 1, 2006.

Further, the NVIT Support Staff shall receive the difference between the 1.5% increase on April 1, 2006 and the April 1, 2006 to March 31, 2007 total salary increase of any faculty collective agreement that includes the Provincial Salary Scale shall be applied to the NVIT Support Staff salary grids. Such application shall be made as soon as practicable and applied retroactively.

Implementation and Transition Matters

For inclusion in the Memorandum of Agreement that will be completed before the collective agreement is in a form for distribution.

1. Stipend

By no later than five (5) working days following ratification of this Agreement, a local bargaining unit shall advise the local employer in writing either:

- (a) that it wishes its members to receive the stipend in exchange for negotiated savings offsets as set out below, or
- (b) that it does not wish to participate in the stipend/savings offset process set out below.

For a local union that advises its employer that it has chosen option (a) above, the following process shall apply:

The FPSE and the employers at the MID table where the FPSE is certified agree to pay a stipend to all FPSE employees, commencing as soon as practicable following ratification and the determination of cost savings, but no later than August 1, 2005. The commencement of the stipend will correspond to the effective date of the offsetting savings referred to below. The stipend will be in accordance with Appendix A. The stipend will be paid at the same time as salary payments and deemed to be salary for pension and all other purposes. The required savings to enable the funding of the stipend will be found in the following manner:

The parties will review the following items from the common agreement:

- Sick days
- Bereavement leave
- Compassionate or family illness leave
- HR Database
- Electronic Registry

In the event that there are cost savings in any of these items, those savings will be used to fund the stipend, and the necessary consequential changes will be incorporated into the common agreement. Failing agreement as to the interpretation application or alleged violation of this provision, either party may refer the difference to Vince Ready and Peter Cameron who will have the authority to render a binding decision, including (without limitation) the authority to amend the common agreement to give effect to this provision. If there is an outstanding difference that is unresolved as of ten days from the date of ratification by the parties, the difference is deemed to be referred to Vince Ready and Peter Cameron.

Following the result of the process in the previous paragraph, the local parties at the institution will find cost savings such that the total cost savings in the common and local agreements are equal to the cost of the stipend, and the necessary consequential changes will be incorporated into their local agreement. In choosing between cost savings options, the impact on employees will be a substantive factor. Failing agreement as to the interpretation, application or alleged violation of this provision, either party may refer the difference to Vince Ready and Peter Cameron who will have the authority to render a binding decision, including (without limitation) the authority to amend local agreement provisions that otherwise would be in effect, in order to achieve the total common and local savings of 2%. If there is an outstanding difference that is unresolved as of

40 days from the date of ratification, the difference is deemed to be referred to Vince Ready and Peter Cameron.

In resolving any difference referred to them under this provision, Vince Ready and Peter Cameron shall have the authority of an arbitrator under the Labour Relations Code and all the authority expressed or implied by this provision. They may determine their own practice and procedure, which may be different from institution to institution.

No party may strike or lockout with respect to any difference referred to under this provision.

Vince Ready and Peter Cameron will determine any difference under this provision and provide the parties with a written decision on an expeditious basis.

2. Provision for Ratification and for Resolving Local Differences between Parties Participating in the MID Process

For parties participating in the MID process, the collective agreement at each institution consists of the common agreement provisions and the provisions agreed to between the local parties. It is agreed that each party at each institution will ratify the common agreement provisions and the local agreement provisions as a single package. The ratification vote for each party must occur by April 1, 2005.

Where the parties at an institution fail to reach agreement on local matters, either party may refer the difference, within 40 days of ratification by the parties, to Vince Ready and Peter Cameron who will have the authority to render a binding decision. If the decision supports a change to the collective agreement, the parties must incorporate the change into the agreement.

In resolving any difference referred to them under this provision, Vince Ready and Peter Cameron shall have all the authority of arbitrators under the Labour Relations Code and all the authority expressed or implied by this provision. They may determine their own practice and procedure, which may be different from institution to institution.

No party may strike or lockout with respect to any difference referred to under this provision.

Vince Ready and Peter Cameron will determine any difference under this provision and provide the parties with a written decision on an expeditious basis.

The undersigned parties agree to recommend this Memorandum of Agreement to their respective principals.

Signed by the Parties at Vancouver, British Columbia, on the March 18, 2005.

For the Employers:

For the Unions:

John Waters, Chair

Cindy Oliver, President, FPSE

Marian Exmann, Douglas College

George Davison, Chair, FPSE

Jennifer Holden, NIC

Jeff McKeil, Staff, FPSE