

MEMORANDUM OF SETTLEMENT

NICOLA VALLEY INSTITUTE OF TECHNOLOGY ADMINISTRATION
(the "Employer")

and

NICOLA VALLEY INSTITUTE OF TECHNOLOGY EMPLOYEES' ASSOCIATION
(the "Union")

COLLECTIVELY THE "PARTIES"

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE EMPLOYER AGREE TO RECOMMEND TO THE NICOLA VALLEY INSTITUTE OF TECHNOLOGY BOARD;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE UNION AGREE TO RECOMMEND TO THE MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 1, 2019 AND EXPIRING MARCH 31, 2022 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2014-2019 Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreement shall be for 36 months from April 1, 2019 to March 31, 2022 both dates inclusive.

3. Effective Dates

The effective date for all changes to the new Collective Agreement will be the date of ratification of this Memorandum of Agreement, unless otherwise specified.

4. Mediated Offer of Settlement

The Parties agree to the amendments to the new Collective Agreement attached to this Offer of Settlement.

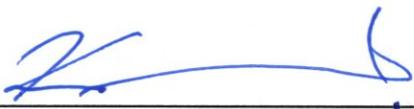
5. Tentatively Agreed Items

The Parties also agree to the amendments to the new Collective Agreement as previously "tentatively agreed".

6. Ratification

The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations.

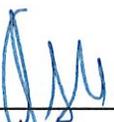
This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.



Employer



Union

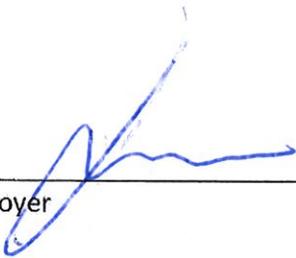


Employer



Union

Employer

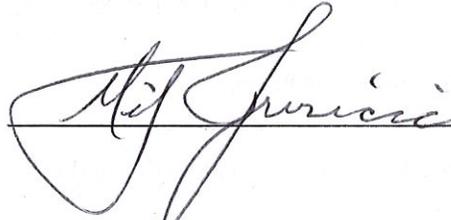


Union



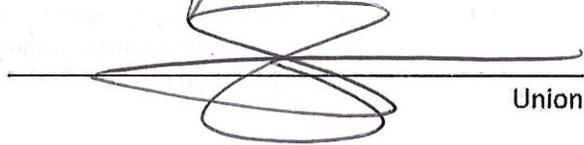
Employer

Union



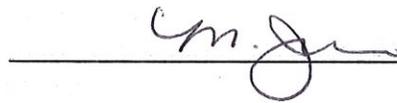
Employer

Union



Employer

Union



Date

Date

11.3 Professional Development Leave ~~Faculty~~

11.3.1 Employees requesting professional development leave shall submit a written proposal to the appropriate Senior Manager at least one month prior to the commencement of such leave. The proposal should set out how the time will be used to the advantage of the employee and to that of NVIT. The Senior Manager shall not unreasonably withhold approval of such leave requests.

11.3.2 Twenty (20) duty days of PD leave with pay are available each calendar year for continuing faculty employees who have completed probation.

Subject to operational requirements, five (5) ~~ten (10)~~ duty days of PD leave with pay are available each calendar year for continuing support staff

11.3.3 Subject to Article 11.3.1 leave with pay for PD activities, shall be granted by the Employer. Such leave shall be for the purpose of supporting and assisting ~~faculty~~ employees to upgrade their knowledge and skills for continuing professional responsibilities; to improve the quality, effectiveness and efficiency of programs and services at NVIT, or for career advancement in the postsecondary system.

11.3.4 Professional development activities shall not take the faculty employee from regular duties for more than ten (10) consecutive work-days at a time.

Professional development activities shall not take the support staff employee from regular duties for more than five (5) consecutive workdays at a time.

11.3.5 Each employee who has been granted PD leave shall prepare a report of those activities and submit the report to the appropriate Senior Manager and the Joint Professional Development Committee. Faculty will then be encouraged by the parties to share their experience in the spirit of shared learning and professional development.

11.3.6 The scheduling of PD leave shall be mutually agreed to by the employee and the ~~Institute~~ Employer subject to Article 22, Workload and Hours of Work.

11.3.7 Time taken to attend training or sessions at the request of ~~NVIT~~ the Employer shall not be considered as part of the annual PD leave.

~~Revised~~

Article 16.1 Job Postings & Vacancies

No change to existing language except for what follows.

...

16.1.2 Qualified employees who are on a continuing appointment and who apply for a posted position may be granted an interview. ~~NVIT~~The Employer will offer the position to the most suitable candidate so long as that person meets the qualifications required.

...

16.1.4 A posting is not required when:

1. An immediate need for a term employee is identified due to circumstances beyond the control of ~~NVIT~~The Employer, and
2. the Union consents.

The consent of the Union will not be unreasonably withheld.

20.3 Expertise in a Department/Program/Discipline

No change to existing language except for what follows.

...

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

20.3.3 If an ~~Union~~ employee will be laid off, ~~NVIT~~ the Employer will notify the Union at least thirty (30) days prior to the date that notice in Article 21.5 must be given. ~~NVIT~~ The Employer may, at its sole discretion, choose to inform the employee during this time, but may not inform the employee before notification to the Union. The parties shall meet and consider all options, in an attempt to avoid the lay off. Some of those options may be, but shall not be limited to, cross functional area appointments.

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

20.3.4 Notwithstanding the above, ~~NVIT~~ the Employer reserves the right to favour persons of Aboriginal ancestry.

...

Tentatively Agreed

Article 21 Lay-Off

No change to existing language except for what follows

21.2 Where such event(s) occur, ~~NVIT~~ the Employer may consider it necessary to reduce the number of employees through layoff.

...

21.6 Severance

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

...

21.6.4 If the employee elects to take severance pay, he or she thereby waives all other rights, claims or entitlements, and severs his or her relationship with the ~~Institute~~ Employer.

...

21.7 Faculty Recall

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

...

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

~~Confidentially Approved~~

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

[New] Article – Employer 23.9.5.4

Article 8.5.3 from the Common FTT as amended

(a) To be entitled to the Supplemental Employment Benefit as noted above, an employee must sign an agreement that they will return to work (provided there is reasonable expectation of work) and remain in the Employer's employ for a period of the duration of the leaves taken or six (6) months, whichever is less (exclusive of leave taken pursuant to Article ~~8.1.2~~X) after their return to work. Should the employee fail to return to work for a period of the duration of the leaves taken or six (6) months, whichever is less, the employee shall reimburse the Employer for the Supplemental Employment Benefit on a pro rata basis.

Should a repayment be required, any monies owing will be deducted from the employee's pay, if available, otherwise the employee will be invoiced.

(b) Article ~~8.5.3(a)~~X does not apply to an employee while they are on a leave under Article ~~8.1.2~~X. Article ~~8.5.3(a)~~X will apply once the leave under Article ~~8.1.2~~X has ended.

Tentatively Agreed

GENERAL WAGE INCREASES

The Collective Agreement will be updated as follows:

- Effective April 1, 2019 wage scales in the collective agreement which were in effect on March 31, 2019 shall be increased by two percent (2%)*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- Effective April 1, 2020, wage scales in the collective Agreement which were in effect March 31, 2020 shall be increased by two percent (2%)*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- Effective April 1, 2021, wage scales in the collective Agreement which were in effect March 31, 2021 shall be increased by two percent (2%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

*These wage increases shall apply to all current employees who are members of the bargaining unit on the date of ratification. Notwithstanding the foregoing, any former employees who worked for NVIT and were part of the bargaining unit between April 1, 2019 and the date of ratification must apply to NVIT within eight (8) weeks of ratification in order to be eligible and receive the increased amount as retroactive pay. It is understood that any retroactive payments will be processed when practicable, given the impact of the current public health issue on the Payroll Department's capacity to process.

Tentatively Agreed

APPENDIX 1 – SUPPORT STAFF SALARY SCALES – to be updated as per general wage increases

Delete starting with the below-noted language to the end of Appendix 1:

“Effective the date of ratification, the Employer and the Association agree to the following: ...”

Tentatively Agreed

APPENDIX 2 – FACULTY SALARY SCALE (PROVINCIAL SALARY SCALE) – to be updated as per “general wage increases”

Tentatively Agreed

APPENDIX 2 – SESSIONAL FACULTY SCALES – to be updated as per “general wage increases”

NEW JOINT COMMITTEE TO INDIGENIZE THE COLLECTIVE AGREEMENT

WHEREAS THE PARTIES TO THIS COLLECTIVE AGREEMENT:

Agree on the value and benefit of Indigenizing this collective agreement and NVIT workplace; and

Recognize the mutual value of ongoing joint discussions in a culturally safe environment through an Indigenization focussed committee; and,

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

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

PURPOSE

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

MANDATE

In recognition that the participants on the joint committee will bring with them their own unique perspective, experience and expertise, the Parties anticipate that the Joint Committee will be self governing. It is therefore ~~tasked with establishing its own Terms of Reference, it believes will best accomplish or begin, the process of advancing Indigenization at NVIT.~~

COMPOSITION

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

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

Notwithstanding the above, the core of the Joint Committee will consist of the Parties to the collective agreement ~~and~~ shall comprise three (3) representatives appointed by the Employer and three (3) representatives appointed by the Union. Each party will strive to include representatives from the Merritt and Burnaby campuses, as well as from the Community Education department. Ideally, a minimum of one (1) of the representatives of the Union and a minimum of one (1) representative of the Employer will have been members of their respective negotiating committees.

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

MEETINGS

The Joint Committee will meet at its discretion but no less than once per quarter, or more frequently at the request of the co-chairs either Party. The first meeting of the committee will be held within six (6) weeks of ratification of the tentative settlement.

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

RECOMMENDATIONS

Recommendations must be submitted to the Parties – ie. Employer and Union, no later than January 4, 2022 or a date that is mutually agreed upon by the core representatives.

With the understanding that the Indigenization of the collective agreement is in the best interests of both Parties, recommendations from the Joint Committee accepted by both Parties will be included in the Employer's and Union's set of bargaining proposals for the renewal of the 2019-2022 collective agreement.

Absent ratification of the tentative settlement of the renewal of the 2019-2022 collective agreement by the Parties respective principals – for the Union its members and for the Employer its board, (The Joint Committee does not have the authority to bind the Employer or Union to any recommendations.

PRACTICAL INITIATIVES

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

SCHEDULE "C" – SERVICE IMPROVEMENT ALLOCATION (SIA)

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

a) INDIGENIZATION ACTIVITY FUND

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

The Indigenization Activity Fund shall consist of the Year 1 and Year 2 SIA amounts.

The Indigenization Fund shall be administered by the Joint Committee to Indigenize the Collective Agreement and NVIT.

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

b) SUPPORT STAFF SERVICE IMPROVEMENT PROFESSIONAL DEVELOPMENT FUND

There shall be a Service Improvement Training Fund (to a maximum of \$37 000 annually) established for continuing support staff employees to provide up to the equivalent of five (5) duty days for specific types of employee training and professional development activities that would enhance the delivery of services to students, to be administered pursuant to the provisions of article 11.3. For clarification, equivalent means a combination of days and/or expenses for use on approved PD activities.

Examples of appropriate activities include, but are not limited to:

- indigenous cultural competencies,
- mental health and crisis management,
- accommodations and other training to support accessible learning for persons with disabilities, communications, conflict resolution, etc.
- release time to participate in such activities

NVIT and the Union will meet once per year to discuss training activities and opportunities that are relevant to this purpose.

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

SIA Available Amounts

Year 1 (April 1, 2019): \$12,144

Year 2 (April 1, 2020): \$ 25,561

Year 3 (April 1, 2021): \$37,247*

* This represents the amount of ongoing funding for this initiative.

TENTATIVELY AGREED ITEMS

Housekeeping

TENTATIVELY AGREED

The parties agree to amend titles, correct references, use gender neutral language, and insert the new term into the agreement.

ARTICLE 2__ Collegial Model

TENTATIVELY AGREED

- 2.1 The Employer and the Union agree to support a collegial model whereby the Employer staff, faculty and management and the Union work collectively to serve the goals and objectives of the Institute, as determined by the mission statement of the Board the best interest of NVIT.

ARTICLE 14 DISCIPLINE, SUSPENSION, DISMISSAL

Tentatively Agreed

This Article provides a formal method for disciplinary procedures. Before any formal disciplinary measures are taken, NVIT will take all reasonable steps to resolve the issue with the employee. NVIT may choose to use an Aboriginal traditional method for conflict resolution, or may choose to use a different method.

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

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

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

The remainder of the Article remains unchanged

Article 19 Department Heads/Program Coordinators

TENTATIVELY AGREED

- 19.1 The position of Department Head and Program Coordinator is defined as a faculty member who is given release time to perform departmental duties-as defined by ~~NVIT~~the Employer.
- 19.2 Department Head/Program Coordinator release will be posted and continuing faculty within the department may apply. An interview process with the Dean and department faculty will be held. The Department Head/Program Coordinator will be selected by mutual agreement between the department faculty and the Dean and shall serve at the pleasure of the Dean. NVIT has a preference for hiring and promoting suitably qualified Aboriginal people into the position of Department Head/Program Coordinator. Where mutual agreement is not achieved, the Dean and department faculty may seek alternative Department Head/Program Coordinator representation within NVIT from continuing faculty. In the event that mutual agreement still cannot be achieved, ~~NVIT~~the Employer reserves the right to assign the release.
- 19.3 Department Head/Program Coordinator release will normally be for a three (3) year term. Department Heads/Program Coordinator shall normally have no more than two (2) consecutive appointments. Upon expiry of the appointment, the Dean, together with the department, will engage in the process of selecting a new Department Head. Where possible, this process shall normally be completed by March 1 of the last year of the current Department Head/Program Coordinator's appointment to allow for a period of transition. The new Department Head/Program Coordinator will normally start on May 1.
- 19.4 Department Heads/Program Coordinators shall not receive additional compensation.
- 19.5 Faculty accepting an appointment as Department Head/Program Coordinator shall have up to a 50% release from their normal fulltime workload. This release may vary during the term of the appointment.

22.7.8 Overload (~~local provisions~~)

TENTATIVELY AGREED

22.7.8.1 If a member of the faculty responds to a posting by ~~NVIT~~ the Employer and is successful, the faculty member shall be paid the term rate. This overload may be taken as pay or banked as time to be taken at a time mutually agreed to.

22.7.8.2 ~~If NVIT initiates an overload with a faculty member then article 12.5 of the 2012 –2014 Common Agreement shall apply.~~

Note, replaces the reference to Article 12.5 of the 2012-2014 common agreement with the language found at Article 12.5.

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

(a) the pro-rata salary for the overload based on the Provincial Salary Scale or the secondary scale on which the employee is placed; or,

(b) a reduction of workload in a subsequent year that is commensurate with the amount of the overload.

22.7.8.3 Sections assigned to a faculty member under this article will not normally exceed two (2) in an academic year.

ARTICLE 15 - HEALTH AND SAFETY EQUIPMENT

Note, 2012-2014 Common Agreement Article 15, Health and Safety Equipment, to be added to Article 26.

Will need to be renumbered

Tentatively Agreed

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

ARTICLE 4 PRIOR LEARNING ASSESSMENT

Tentatively Agreed

Note, 2012-2014 Common Agreement Article 15, Health and Safety Equipment, to be added to Article 26.

Will need to be renumbered

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~~ Employees who have the appropriate subject matter expertise but other ~~staff~~ Employees 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.

Prior Learning Assessment as Workload

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

Training in Prior Learning Assessment

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

Prior Learning Assessment Coordinators

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

Article 23 LEAVES

No change to existing language except for what follows

~~This article should be considered in conjunction with Article 7, Article 8 and LOU #5 of the 2012–2014 Common Agreement.~~

Note, replaces the references to Article 7, Leaves, and Article 8, Parental Leave of the 2012-2014 common agreement as amended by the 2014-2019 common agreement and the 2019-2022 FTT tentative settlement with the language at Articles 7 and 8.

The Union has a separate proposal on LOU #5.

23.1 General Leave – Unpaid

23.2 Definitions

Tentatively Agreed

All references to spouse within the leave provisions of this agreement include married and common-law partners regardless of sexual orientation, gender identity, or gender expression. References to family include spouse, children, children’s spouses, stepchild, stepchild in-law, siblings, in-law siblings, parents, step-parents, parents-in law, grandparents, grandchildren, nieces and nephews, and any other person living in the same household who is dependent on the employee. For the purpose of Article 23.3 – Compassionate Care Leave – only, the definition of “family member” is as set out in Appendix X.

23.3 Compassionate Care Leave

TENTATIVE AGREED

23.3.1 Entitlement

An employee will be granted a compassionate care leave of absence without pay for up to twenty-seven (27) weeks to care for a gravely ill family member. For the purpose of this Article 23.3, “family member” is defined as one of the persons listed in Appendix C – Family Members for the Purpose of Article 23.3 Compassionate Care Leave. In order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within twenty-six (26) weeks.

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

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

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

23.3.2 Additional Leaves

Should an employee require additional time to care for a gravely ill family member, additional leaves may be granted beyond the twenty-seven (27) week period specified in Article 23.3.1 above. Such additional leave shall be pursuant in accordance with the *Employment Standards Act*, including the certification criteria as outlined in the *Act*.

23.4 Public Duties

23.4.1 The employer may grant a leave of absence without pay to an employee to engage in election campaign activities in a municipal, provincial, or federal or Aboriginal government election to a maximum of ninety (90) days. Such leaves will not be unreasonably denied. Where elected to public office, for up to two (2) consecutive terms.

~~23.4.2 The employer will grant a leave of absence without pay to an employee:
(a) to seek election in a municipal, provincial, or federal, or Aboriginal government election to a maximum of ninety (90) days;
(b) Where elected to public office, for up to two (2) consecutive terms.~~

23.4.2 The Parties agree that Article 23.4 Public Duties may be applied to duties that include First Nations governance and Aboriginal community boards.

23.8 Union Leave

Note, language found at 2012-2014 Common Agreement Article, 3.4, Leave of Absence for College Committees and Union Leave, and LOU #5, Item 1.1 as amended below.

Will need to be renumbered.

3.4 Leave of Absence for College Committees and Union Leave

3.4.1 Leave of Absence for College Committees

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

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

Note, Item 1.1 (below) excerpted from LOU #5 in the 2012-2014 common agreement.

1.1 The parties agree that Article 3.5.2 Union Leave will be applied in the following way:

- 1.1.1 ~~NVIT~~ The Employer 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, ~~F~~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 replacement costs.
- 1.1.4 Requests under this Article will not be unreasonably denied.

3.4.2 Union Leave

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

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

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

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

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

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

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

23.8.1 Application for funding under ~~LOU #5, Article 1.1 of the 2012—2014 Common Agreement~~this Article 3.4.2 shall be undertaken as follows:

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

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

3.4.3 Additional Union Leave Without Pay

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

23.9 Parental Leave

23.9.1 Preamble

23.9.1.1 Definitions

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

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

23.9.1.2 Entitlement

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

23.9.2 Commencement of Leave

Leave taken under Article 23.9.1.2 shall commence:

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

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

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

23.9.3 Benefits Continuation

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

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

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

23.9.4 Return to Work

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

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

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

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

23.9.4.5 Upon written request, an employee on parental leave under Article 23.9.1.2 may return to work on a graduated basis. Upon receipt of a request, the local parties will mutually agree to an acceptable graduated parental leave return to work plan for the employee.

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

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

- (a) For the first week of maternity leave an employee shall receive one hundred percent (100%) of their salary calculated on their average base salary.
- (b) For a maximum of fifteen (15) additional weeks of maternity leave the employee shall receive an amount equal to the difference between the Employment Insurance benefits and ninety-five percent (95%) of her salary calculated on her average base salary.
- (c) For up to a maximum of thirty-five (35) weeks of parental leave, the biological, adoptive or legally recognized parent shall receive an amount equal to the difference between the Employment Insurance Standard Parental EI Benefits and eighty-five percent (85%) of the employee's salary calculated on their average base salary.
- (d) If the biological, adoptive or legally recognized parent elects the Extended Parental EI Benefit, for a maximum of sixty-one (61) weeks the parent shall receive the same total SEB benefit amount received under article 23.9.5.1(c) when the employee opts for the thirty-five (35) week EI benefit, spread out and paid over the 61 week period. The Employer will make this calculation.
- (e) Provided the employee received SEB as per Article 23.9.5.1(a), (b), (c), or (d), for the last week of the parental leave, where no EI benefit is paid, the employee shall receive one hundred (100%) of their salary calculated on their average base salary.
- (f) The average base salary for the purpose of Article 23.9.5.1(a) through (e) is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.

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

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

[NEW] 23.10 Leave Respecting the Death of a Child

Tentative Agreed

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

[NEW] 23.11 Leave Respecting the Disappearance of a Child

Tentative Agreed

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

[NEW] 23.12 Leave for Domestic Violence

Tentative Agreed

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

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

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

ARTICLE 27 HARASSMENT AND STANDARDS OF CONDUCT

Tentatively Agreed

Refer to ~~2012-2014 Common Agreement~~.

Note, replaces the reference to the 2012-2014 common agreement with the language from Article 2 of that agreement as amended by the 2014-2019 common agreement and, 2019-2022 FTT tentative settlement.

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

1. ~~Become familiar with the 2012-2014 Common Agreement harassment language;~~
2. Review all safety and emergency procedures annually or as amended;
3. Complete ~~NVIT's the Employer's~~ bullying & harassment training annually or as amended;
4. Become familiar with ~~NVIT-Employer~~ policies *such as the Sexualized Violence Policy*; and
5. Become familiar with the ~~NVIT-Employer's~~ Code of Conduct.

27.1 Statement of Commitment

~~The Institutions~~ **NVIT** promotes teaching, scholarship and research and the free and critical discussion of ideas.

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

~~The Institutions have~~ **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 Unions and Employers~~ **The parties** agree that attendance is required and will take place during compensated work time.

27.2 Definitions

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

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

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

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

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

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

27.3 Procedures

27.3.1 Local Informal Processes

The parties agree that ~~the local parties~~ where mutually agreeable, **they** 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~~**27.3.3** Mediation and ~~2.3.4~~**27.3.4** Investigation.

27.3.2 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~~ **their** terms and conditions of employment, including matters that may lead to discipline by the employer. An individual bargaining unit employee has no right to be represented by legal counsel during an Article **27** investigation involving an allegation of harassment.

27.3.3 Mediation

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

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

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

27.3.4 Investigation

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

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

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

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

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~~ 27.5.

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

27.3.5 Terms of Reference of the Investigator

- (a) The purpose of the investigator will be to ascertain facts.
- (b) All persons quoted in the investigation will be named by code determined by the Investigator to preserve confidentiality.
- (c) The report of the Investigator will be given, in confidence, to the union(s) and the employer. It is the responsibility of the employer to forward a copy of the report to the complainant and the respondent. The employer will state, in a covering letter, that the report is confidential. The report should refer to individuals involved by code only. However, a reference key will be provided to the employer and the union(s) for internal use. This practice should be repeated at any subsequent arbitral proceeding.
- (d) The report will not be introduced as evidence or have standing in any arbitration, or other legal procedure. This does not preclude the parties from reaching an Agreed Statement of Fact based upon facts in the report in preparation for an arbitral proceeding.
- (e) Reliance on Report of Third-Party Investigator

Despite 27.3.3 (d), ~~an institution~~ the Employer is entitled to rely on the fact of mediation or the report of a third party investigator as evidence that may mitigate liability in a proceeding that follows receipt of the third party investigator's report.

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

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

27.4 Findings

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

27.4.2 The determination will:

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

27.5 Rights of the Parties

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

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

27.5.1 The above noted procedure does not restrict:

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

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

27.6 False Complaints, Breaches of Confidentiality and Retaliatory Action

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

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

27.7 Local Discussion

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

~~2.8 Relation to Other Agreements~~

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

ARTICLE 28 PERSONAL HARASSMENT

Tentatively Agreed

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

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

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

28.3 Employees are encouraged to process complaints using traditional aboriginal methods of conflict resolution. Alternatively, an employee may follow the process of mediation and/or investigation as set out in Article 27.5.33 and 27.53.4 ~~Article 2.3 of the 2012—2014 Common Agreement,~~ excluding the option of proceeding to third party arbitration.

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

ARTICLE 29 COPYRIGHT AND INTELLECTUAL PROPERTY

Tentatively Agreed

Refer to 2012—2014 Common Agreement.

Note, replaces the reference to 2012-2014 common agreement with the language from Article 5 of that agreement

29.1 Copyright Ownership

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

29.1.1 belongs to the employee(s) where the work product has been prepared or created as part of assigned duties, other than the duties listed in Article 29.1.2 below, and the copyright to all copyrightable material shall be the sole property of the employee(s) and shall be retained throughout his or her lifetime and upon his/her death by his/her heirs or assigns; and

29.1.2 belongs to the institution where one or more employees:

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

29.2 Employer Rights to Materials Copyrighted by Employee(s)

Where the employee holds the copyright pursuant to Article 29.1.1, the institution shall have a right to use his/her copyrighted material in perpetuity for institutional purposes. The institution may amend and update the copyrighted material with the approval of the employee(s) holding the copyright to the material. Such approval will not be unreasonably withheld.

29.3 Employee Rights to Materials Copyrighted by the Employer

Where the institution holds the copyright pursuant to Article 29.1.2, the employee(s) shall have the right to use in perpetuity, free of charge, such copyrighted material. The employee may amend and update the copyrighted material with the approval of the institution holding the copyright to the material. Such approval will not be unreasonably withheld.

Article 30 Health and Welfare Benefits

Refer to 2012—2014 Common Agreement.

Note, replaces the reference to 2012-2014 common agreement with the language from Article 9 of that agreement, as amended, with the exception of 9.1 as it is not applicable

The benefits outlined below will be provided to all eligible employees. All active ~~regular-continuing~~ ~~e~~Employees and active ~~non-term regular-e~~Employees who are employed on a continuing basis for at least a four (4) month period with fifty percent (50%) or more of a full-time workload shall participate in the Weekly Disability Income and Long Term Disability plans. ~~A full-time continuing employee who has INAC health and dental coverage may decline to be enrolled in the Extended Health and Emergency Travel Assistance, and the Dental plans, and in so choosing, must indicate in writing by signing a waiver form. Employees who are in a position to opt out of the three plans shall receive 2% of their gross earnings on each paycheque in lieu of those benefits.~~

30(1), Group Life Insurance and Dependent Life Insurance

EXTANT

30(2), Extended Health and Emergency Travel Assistance

EXTANT

30(3), Weekly Disability Income and Long Term Disability

EXTANT

30(4), AD&D Benefits

EXTANT

30(5), Dental Plan

EXTANT

30.7 Specific Benefits (Article 9.2. common)

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

- (a) Basic Medical Insurance under the British Columbia Medical Plan, subject to Plan provisions.
- (b) Extended Health Benefits
 - (i) Total lifetime coverage level will be unlimited.
 - (ii) Reimbursement level on claims will be ninety-five percent (95%); where existing reimbursement provisions in a local agreement exceed ninety-five percent (95%), the existing local provision will remain in force.

While not to be included in the Collective Agreement, effective date of ratification, the Employer agrees that the Extended Health Benefits plans will be amended such that: (a) the reimbursement for professional services will be amended from \$10 per visit maximum

to \$20 per visit maximum for the first five (5) visits per calendar year, where applicable and (b) reimbursement for Extended Health benefit claims will increase to 100%.

- (iii) Hearing Aid benefit claims will be to a maximum of six hundred dollars (\$1,000) every three (3) years.
 - (iv) Medical Travel Referral Benefit shall be in accordance with the provisions set out in Appendix F.
 - (v) Health and welfare benefits coverage will cease on the day that an employee's employment terminates.
 - (vi) Eye vision exams shall be reimbursed to a maximum of one hundred (\$100) dollars every two (2) years.
 - (vii) Vision care reimbursement shall be \$650 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 (9) months except dependent children (up to age 19) and those with gum disease and other dental problems as approved by the Plan.
- Dental Plan interpretation shall be in accordance with the provisions set out in Appendix 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.

30.8 Medical Services Plan of BC

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

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

30.9 Level of Health and Welfare Benefits

There shall be no change to the level of health and welfare benefits without prior consultation between the Administration and Union.

Article 32 Support Staff Salaries

Tentatively Agreed

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

32.1 Placement Guidelines

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

- 32.~~12~~.1 Minimum qualifications are defined for each position as per the job posting. Initial placement on the scale with these qualifications will be at Step 1 of the appropriate scale.
- 32.~~12~~.2 One additional step for each additional two years of ~~NVIT-Employer~~ approved relevant formal educational qualifications.
- 32.~~12~~.3 One step for every two years of relevant work experience. The maximum number of steps that can be used through relevant work experience is four. ~~NVIT-The Employer~~ reserves the right to place individuals at a higher placement on the scale.
- 32.~~12~~.4 _____ Work experience at NVIT – one step for each full year of work.

[NEW] ARTICLE PENSIONS (Employer's proposed Article 10, Appendix B)

Tentatively Agreed

Note, Article 10 of the 2012-2014 common agreement as amended below

Mandatory Enrolment

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

~~Existing Employees~~

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

[NEW] ARTICLE EARLY RETIREMENT INCENTIVE (Employer Proposed Article 11)

Tentatively Agreed

Note, Article 11 of the 2012-2014 common agreement

Definition

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

Eligibility

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

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

Incentive Payment

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

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

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

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

DEFINITIONS

~~**Collective Agreement** means the combination of provisions of the 2012—2014 2019-2022 Common Agreement with local provisions that constitute a collective agreement between an institution and a local union.~~

All other definitions remain as in the current collective agreement

TENTATIVELY AGREED

Letter of Understanding #1 – Union Management Committee Agenda

Delete

Letter of Understanding #2 – Academic Issues

Delete

Letter of Understanding #4 – Support Staff Issues

Delete

Letter of Understanding #5 – Instructional Faculty Vocational Programming

Renew

**APPENDIX 3 – MEMORANDUM OF UNDERSTANDING ON THE ECONOMIC STABILITY
DIVIDEND**

Tentatively Agreed

DELETE

Note, 2012-2014 Common Agreement Article, 1.3, Conflict with Policies.

Will need to be renumbered

1.3 CONFLICT WITH POLICIES

~~Tentatively Agreed~~

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

Note, 2012-2014 Common Agreement Article, 6.3 Registry of Laid off Employees and, LOU #5, Item 1.3, as amended below

Will need to be renumbered

Tentatively Agreed

This article is subject to NVIT's continued right to exercise a preference for hiring Indigenous instructors.

6.3 Registry of Laid Off Employees

6.3.1 Electronic Posting of Available Positions

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

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

6.3.2 Electronic Registry of Eligible Employees (Registrants)

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

- (i) recall or re-appointment to equivalent employment at the institution from which the person was laid off or was not re-appointed;
- (ii) obtaining equivalent employment as a result of being listed on the Registry;
- (iii) the expiration of the employee's recall rights or two (2) years from the date of registration, whichever is later.

(d) Implementation

- (i) An employee applies for listing through ~~his/her~~ their Employee Relations Department by completing the PSEA Registry of Eligible Employees form (Appendix E2 - Form 2).
- (ii) The ~~institution~~ 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 ~~s/he~~ they are ~~is~~ no longer available for employment through the Registry.

(e) Employees Not Eligible

Employees are not eligible for listing on the Registry if they have:

- (i) had their employment terminated for just and reasonable cause;
- (ii) accepted early retirement, or
- (iii) voluntarily resigned their employment.

6.3.3 Applying for Available Positions

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

6.3.4 Rights for Registrants

(a) Entitlement for Interview

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

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

(b) Entitlements for Successful Applicants

- (i) Orientation/Training: A registrant who accepts an offer of available work shall be entitled to a reasonable amount of orientation and/or training.

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

Note, 2012-2014 Common Agreement Article 6.4, Targeted Labour Adjustments, and LOU #5, Item #1.2, as amended below.

Will need to be renumbered.

Tentatively Agreed

6.4 Targeted Labour Adjustment

6.4.1 Employer Commitments

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

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

If a work force reduction is necessary, the 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 Union~~-Management Committee agrees, to find volunteer solutions that provide as many viable options as possible and minimize potential layoffs. Subject to any agreement that the ~~Joint Labour Union~~-Management Committee may make to extend the period of a canvass, such canvasses shall take place either:

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

whichever date is later.

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

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 workplace organization labour adjustment strategies will be offered by institutions to minimize layoffs and at the appropriate time in the employee reduction process set out in the local provisions:

- (a) Job sharing.
- (b) Reduced hours of work through partial leaves.
- (c) Transfers to other areas within the bargaining unit subject to available work and to meeting qualifications, with minimal training required where such training can be scheduled within the employee's professional development and other non-instructional time.

- (d) Unpaid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.
- (e) Workload averaging that does not incur a net increase in compensation cost.
- (f) Combined pension earnings and reduced workload to equal one hundred percent(100%) of regular salary subject to compliance with the regulations of the College Pension Plan.
- (g) Agreed secondment.
- (h) Combinations and variations of the above or other workplace organization alternatives.

6.4.2.2 Labour Adjustment Strategies: Employee Transition

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

- (a) Paid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.
- (b) Severance with up to twelve (12) months’ severance payment for an employee other than the employee(s) identified for layoff. Such severance shall be calculated by applying the local agreement severance provisions to the employee who is being offered severance. If the employee elects to take severance pay under this Article, 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 (3) years’ contributions to the College Pension Plan where an employee opts for early retirement.
- (e) Early retirement incentives pursuant to local collective agreements.
- (f) Retraining.
- (g) Continuation of health and welfare benefits.
- (h) Combination and variations of the above or other employee transition alternatives.

6.4.3 Layoffs May Occur

Once strategies other than layoff have been explored, the ~~institutions-Employer~~ may proceed, if need be, to layoffs pursuant to Article 21 of this collective agreement. ~~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.

Note, 2012-2014 Common Agreement Article 6.6, Education Technology/ Distributed Learning, and LOU #5, Item #1.2 as amended below

Will need to be renumbered

tentatively agree

Article 6.6 Education Technology / Distributed Learning

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

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

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

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

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

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

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

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

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

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

Note, 2012-2014 Common Agreement Article 14, International Education, as amended below

Will need to be renumbered

Tentatively Agreed

ARTICLE 14 INTERNATIONAL EDUCATION

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

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

14.1 General

- (a) Employee participation in international education is voluntary.
- (b) Subject to Article 14.1(d) below, the terms and conditions of the Collective Agreement will apply.
- (c) The employer will meet and review the terms and conditions for each assignment outside Canada and the U.S. with the employee participating in an international education project.
- (d) Should an international education project require interpretation of the workload provisions in the Collective Agreement, the employer will apply to the employee such workload terms as are equivalent to those workload terms that would normally apply.
- (e) The employer will convene an annual review session for the employees participating under this Article to enable the employees to share experiences and identify problems and solutions. The employer will ensure that minutes of these meetings are recorded and provided to the union.

14.2 Expenses

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

14.3 Health and Welfare Benefits

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

Limitations:

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

- (c) The employer will supply travel medical insurance.
- (d) When employees are working in countries where payment for medical services may require cash payment, employees will submit their claim to the insurance carrier for reimbursement of such expenses. The employer will advance monies in such instances if there is an anticipated delay from the insurance carrier.
- (e) An employee will be referred to the employer's Human Resources department to clarify the benefit and travel medical insurance coverage.
- (f) The Parties agree that Article 14.3[insert number] – Health and Welfare Benefits – shall govern the terms and conditions for employees who are required to travel to the U.S. to perform assigned work pursuant to the employees' collective agreement.

14.4 Emergencies and Emergency Evacuation

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

14.5 Orientation and Return

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

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

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

14.6 — Application

~~Article 14 shall apply to local unions as follows:~~

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

~~(a) — That it agrees to retain the existing local International Education language without any changes,
or~~

~~(b) — That it chooses to adopt the International Education language of this Article 14.~~

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

Note, 2012-2014 Common Agreement LOU #5, NVIT Variant

The Union proposes deleting this LOU

Tentatively Agreed

The Parties clarified, during their August 20, 2020 bargaining session that agreement to delete LOU #5 is subject to the following:

- 1. Article 6.1 of the common agreement will not be ported into the renewed collective agreement between the Parties; and*
- 2. Article 9 in the current (2014-2019) collective agreement remains.*

Note, 2012-2014 Common Agreement Appendix F, Medical Referral Benefit

Will need to be renumbered

Tentatively Agreed

APPENDIX F

MEDICAL TRAVEL REFERRAL BENEFIT

Benefit Summary

Deductible Amount: None

Benefit Amount: 100% of eligible expenses

Individual Maximum: \$10,000 per year

Coverage Limitations:

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

List of Eligible Expenses

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

- Public transportation (e.g. scheduled air, rail, bus, taxi and/or ferry);

- Automobile use as set out in the policy or collective agreement (as applicable) of employee's institution

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

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

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

Superior Benefits

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

Exclusions

No benefit shall be payable for:

- Charges which are considered an insured service of any provincial government plan;
- Charges which are considered an insured service under the extended health plan, or any other group plan in force at the time;
- Charges for a surgical procedure or treatment performed primarily for beautification, or charges for hospital confinement for such surgical procedure or treatment;
- Charges for medical treatment, transport or travel, other than specifically provided under eligible expenses;
- Charges not included in the list of eligible expenses;
- Charges for services and supplies which are furnished without the recommendation and approval of a physician acting within the scope of 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.

Note, 2012-2014 Common Agreement Appendix G, Dental Plan

Will need to be renumbered

Tentatively Agreed

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 9.2.1 (d) is as follows:

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

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

Note, 2012-2014 Common Agreement Article 7.13, Deferred Salary Leave, and Appendix H, Deferred Salary Leave Application, Agreement and Approval Form

Will need to be renumbered

7.13 Deferred Salary Leave

Tentatively Agreed

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

APPENDIX H

DEFERRED SALARY LEAVE APPLICATION, AGREEMENT, AND APPROVAL FORM

I have read and I understand the terms and conditions of Article # Deferred Salary Leave of the Common Agreement the provisions of the [institution name] Deferred Salary Leave Plan, between the union and the employer governing the Deferred Salary Leave Plan. I agree to participate in the Plan subject to its rules and on the following specific conditions:

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

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

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

First Year _____%

Second Year _____%

Third Year _____%

Fourth Year _____ %

Number of additional year _____

Percentage per additional year _____

The participant may, by written notice to the employer prior to the anniversary date in any year, alter the percentage amounts for that and any subsequent year subject to the provisions [institution name] of the Deferred Salary Leave Plan Memorandum.

Signature of Applicant Date

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

Signature of Employer Date

*Note, 2012-2014 Common Agreement Appendix I, Family Members for the Purpose of Article 7.8
Compassionate Care Leave.*

Will need to be renumbered

Tentatively Agree

APPENDIX I

FAMILY MEMBERS FOR THE PURPOSE OF ARTICLE 7.8 COMPASSIONATE CARE LEAVE

1. The following “family members” are persons identified through their relationship to the employee.
 - Spouse (includes heterosexual, common-law, and same-sex relationships)
 - Children
 - Children’s spouses
 - Step-children
 - Step-children-in-law
 - Siblings
 - In-law siblings
 - Parents
 - Step-parents
 - Parents-in-law
 - Grandparents
 - Grandchildren
 - Nieces/Nephews
 - Guardians
 - Step-siblings
 - Aunts/Uncles
 - Current or former foster-parents
 - Current or former foster children
 - Current or former wards
 - Current or former guardians
 - Spouse of sibling or step-sibling
 - Spouse of child or step-child
 - Spouse of a grandparent
 - Spouse of a grandchild
 - Spouse of an aunt or uncle
 - Spouse of a niece or nephew
 - Spouse of a current or former foster child
 - Spouse of a current or former guardian
 - Spouse of an employee’s current or former foster parent
 - Spouse of an employee’s current or former ward
 - Spouse of a person who is living with the employee as a member of the employee’s family

2. The following “family members” are persons identified through their relationship to the employee’s spouse

- Spouse’s parents or step-parents
- Spouse’s siblings or step-siblings
- Spouse’s children
- Spouse’s grandparents
- Spouse’s grandchildren
- Spouse’s aunts or uncles
- Spouse’s nieces or nephews
- Spouse’s current or former foster parents
- Spouse’s current or former wards

3. The following “family members” are deemed family members

- Any other person in the same household who is dependent upon the employee
- Any person who lives with the employee as a member of the employee’s family
- Whether or not related to an employee by blood, adoption, marriage or common-law partnership, an individual with a serious medical condition who considers the employee to be, or whom the employee considers to be, like a close relative