

Collective Agreement

between

B.C. Institute of Technology

and the

BCIT Faculty and Staff Association

Effective January 1, 1996 to June 30, 1998

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1.1 Purpose of Agreement.1 Purpose of Agreement

- 1.1.1 To establish the basis for harmonious relations between the Employees and the Employer with respect to all matters dealt with in this Agreement; and
- 1.1.2 To facilitate the just and peaceful resolution of any differences which may arise between the Employees and the Employer, or between the parties; and
- 1.1.3 To establish an environment in which the parties can work together actively and creatively to provide technological education of the highest quality and effectiveness; and
- 1.1.4 To establish working conditions and remuneration for all Employees covered by this Agreement.

1.2 Agreement Responsibilities.2 Agreement Responsibilities

- 1.2.1 The Union shall instruct its members that they are required to abide by the terms of the Agreement, and the Employer shall instruct its representatives that they are required to know, apply, and abide by the terms of the Agreement. For this reason, the Employer shall print sufficient copies of the Agreement for distribution to Management and Employees.
- 1.2.2 The Employer shall not make any oral or written agreement with an Employee which conflicts with any terms of this Agreement.

1.3 Management Rights and Responsibilities.3 Management Rights and Responsibilities

- 1.3.1 The conduct of the Institute's business and educational affairs is ultimately the responsibility of the Board of Governors.
- 1.3.2 The management and direction of Employees in the bargaining unit is a right retained by the Employer, except as specified otherwise in this Agreement.
- 1.3.3 Except where otherwise specified in this Agreement, the Employer has the obligation and right to manage the business and educational affairs of the Institute. The Employer's obligations include, but are not limited to: the hiring and directing of the work force; the discipline or discharge for cause; assignment of duties as specified in 1.4; the organizational structure of the Institute; and the making, publication and enforcement of rules for the safety and protection of its Employees and equipment.
- 1.3.4 The Employer's rights shall be exercised in a manner not inconsistent with the provisions and intent of this Agreement.

1.4 Professional Responsibilities of Employees.4 Professional Responsibilities of Employees

- 1.4.1 It is the right and duty of every Employee to advise the Administration, individually, and/or collectively through the Staff Society, on matters affecting the welfare of the Institute.
- 1.4.2 Each Employee has a professional responsibility to remain a contributing, up-to-date and

effective member of the technological community at B.C.I.T as it maintains its leadership role in technological education.

- 1.4.3 Subject to Article 1.4.6 duties for teaching Faculty may include reasonable assignments in the activities listed below, as appropriate to the specific position and individual:

laboratories, lectures, clinical experience, tutorials, seminars, student course advising, student screening, selection advising, collegial evaluation, course evaluation, student evaluation, performance evaluation, interviewing, course preparation, course upgrading, curriculum development, program planning, coordination and evaluation, meetings and Departmental committee work, field trips, library liaison, contact with Employers, professional development, invigilation of exams, equipment control and design, and other administrative duties necessary for normal operation of the Department.

- 1.4.4 Subject to Appendix II and Article 1.4.6, Assistant Instructors may be given reasonable assignments assisting Faculty Employee(s) in any of the foregoing.

- 1.4.5 Subject to Appendix II and Article 1.4.6, duties for non-teaching Faculty and Technical Staff duties may be assigned within the requirements of the program or service being offered and may include administrative duties necessary for the normal operation of the Department.

- 1.4.6 It is understood that the assignments in 1.4.3 and 1.4.5 above are subject to the provisions of the Collective Agreement, and shall be made:

1.4.6.1 in a reasonable and equitable fashion in accordance with the provisions of Article 14.2; and

1.4.6.2 in a manner consistent with the position of Faculty, Assistant Instructor and Technical Staff as professional educators, as professionals in their respective fields, and as members of their Department; and

1.4.6.3 based on the criteria of fairness, equitability and reasonableness.

1.5 Impact of Legislation.5 Impact of Legislation

- 1.5.1 In the event that existing or future federal or provincial legislation makes invalid any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The Employer and the Union shall negotiate a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated.

- 1.5.2 The parties agree that the intent of negotiations referred to in this Article shall be to substitute equivalent provisions for Faculty, Assistant Instructors and Technical Staff to make up for any rights, privileges, benefits or remuneration lost pursuant to the legislation.

- 1.5.3 If after forty-five (45) working days from the commencement of negotiations referred to in 1.5.1 the matter has become deadlocked, then either the Union or the Employer may refer the matter to an impartial arbitrator for final binding determination. The time limits prescribed herein, the selection of an arbitrator and the sharing of arbitration fees and expenses shall be governed by Articles 3.9.2, 3.9.3, 3.9.4, and 3.10.

1.6 Conflict of Regulations.6 Conflict of Regulations

1.6.1 The Employer shall not make or publish any regulation which is in conflict with this Agreement, and shall forthwith amend any regulation discovered to be so in conflict; but in any case, in the event that there is a conflict between any term of this Agreement and any regulation made by the Employer, or on behalf of the Employer, this Agreement shall take precedence over the said regulations.

1.7 Non-Discrimination.7 Non-Discrimination

1.7.1 The parties agree that neither the Employer, nor the Employee, shall discriminate against any applicant to a position covered by this Agreement, or against any Employee, on the basis of age, race, sex or sexual orientation, colour, creed, religion, political beliefs, national origin, ethnic origin, marital status, family status, membership in the Union or activities relating to participation in the Union, or participation in community affairs.

1.7.2 When the singular is used in this Agreement, it is understood that the reference includes the plural as the context so requires.

1.8 Definitions.8 Definitions

1.8.1 Acknowledge/Acknowledgement.8.1 Acknowledge/Acknowledgement shall mean "make known the receipt of..."

1.8.2 Bargaining Unit.8.2 Bargaining Unit:

The group of Employees certified as the B.C.I.T. Faculty and Staff Association (the Association) under the applicable labour legislation.

1.8.3 Colleague.8.3 Colleague:

Unless otherwise specified in the Collective Agreement or by the Labour Management Committee in a specific case, this shall mean an Employee as defined herein.

1.8.4 Consultation.8.4 Consultation:

The serious exchange of information and ideas before action is taken.

1.8.5 Department.8.5 Department:

1.8.5.1 Unless otherwise specified in the Collective Agreement or by the Labour/Management committee in a specific case, this shall mean the Employees and the related Manager in one of the units designated as a Department by Memorandum of Agreement, or by Appendix III, for each of which an official roster shall be kept, to be established by mutual agreement. Each member of the Department shall participate in deliberations and decision with a single voice and a single vote.

1.8.5.2 Where, in this Agreement, reference is made to the authority or responsibilities of a

Department, the reference shall be taken to mean either the Department as defined in 1.8.5.1. or any portion of the Department to whom the Department has delegated the authority or responsibilities referred to, but without restricting the right of the Department to recall or reallocate such authority or responsibilities.

1.8.6 Division: 1.8.6 Division:

1.8.6.1 The organizational unit next above the Department level and consisting of two (2) or more Departments. For purposes of the Collective Agreement the Divisions shall be:

School of Health Sciences
 School of Business
 School of Engineering Technology
 Division of Student Services and Educational Support
 Division of Education
 Division of Finance and Administration

1.8.6.2 If a Staff Society bargaining unit member is attached to a unit other than named above, the parties will discuss and determine a suitable location for purposes of Article 1.8.6.

1.8.6.3 For the purposes of administering joint Divisional committees, other areas besides those named above may be designated by mutual agreement.

1.8.7 Employee: 1.8.7 Employee:

Within the Staff Society certification, Faculty members and Assistant Instructors and Technical Staff and anyone who teaches or has a teaching-related function in connection with a course, class, or training carried on by or at B.C.I.T., or under the B.C.I.T. label; and any such persons who are paid by salary, wage, honorarium or fee through B.C.I.T. and any such persons who are on an approved leave.

1.8.8 Employer: 1.8.8 Employer:

The Board of Governors of the British Columbia Institute of Technology and/or personnel to whom responsibility is delegated by the Board.

1.8.9 Month: 1.8.9 Month:

The period from a date in one calendar month to the preceding date in the next calendar month.

1.8.10 Mutual Agreement: 1.8.10 Mutual Agreement:

Agreement between the Employer and the Union.

1.8.11 Release Time: 1.8.11 Release Time:

Within the bargaining unit, time away from regular duties (such as teaching) for specified duties, eg., for a Program Head or curriculum development.

1.8.12 Search Committee 1.8.12 Search Committee:

The Committee which recommends an appointment of excluded management personnel, unless another Committee or process is specified in this Agreement.

1.8.13 Selection Committee 1.8.13 Selection Committee:

The Committee which recommends appointment of an Employee.

1.8.14 Tech Rep: 1.8.14 Tech Rep:

This term is synonymous with "Union Steward", "Shop Steward", "Technology Representative", "Department Representative", or "Department Steward".

1.8.15 Union: 1.8.15 Union:

The British Columbia Institute of Technology Faculty and Staff Association.

1.8.16 Working Conditions 1.8.16 Working Conditions:

For the purpose of this Agreement, this term shall include all matters dealt with in this Agreement.

1.9. Restriction 1.9. Restriction

Definitions, time limits and procedures in this Agreement are binding unless altered by mutual agreement.

2.1 Union Recognition.1 Union Recognition

2.1.1 Recognition of the Bargaining Agent.1.1 Recognition of the Bargaining Agent

The Employer recognizes the Association as the exclusive bargaining agent for all Employees as defined in Articles 1.8.2 and 1.8.7.

2.1.2. Communication.1.2. Communication

2.1.2.1 Unless otherwise specified in this Agreement, all correspondence between the Employer and the Union related to the interpretation, application, or implementation of this Agreement shall be conducted between the General Secretary of the Union and the Director of Labour Relations. Each party has the right to delegate this responsibility from time to time, provided that prior written notice of the delegation and/or revocation is given.

2.1.2.2 Unless otherwise specified in this Agreement, copies of all correspondence from the Employer to any member of the Bargaining Unit related to the interpretation, application, or implementation of this Agreement shall be delivered simultaneously to the General Secretary of the Union.

2.1.3 Bargaining Unit Work.1.3 Bargaining Unit Work

2.1.3.1 Subject to Articles 2.1.3.4, .5, and .6, no person other than a bargaining unit member shall perform work of a nature or type usually done by any bargaining unit member, or work similar thereto, or work which falls within the specific or generic job description of a bargaining unit member. There shall be no contracting out except as provided by Article 2.1.3.5.

2.1.3.2 The Employer agrees to post internally any contract work available and to give preference for such contract work to qualified Employees affected by Layoff (Article 18).

2.1.3.3 The Employer agrees to notify the Union of the Employer's intention to contract out, and to forward to the Union a copy of the posting.

2.1.3.4 Management personnel in non-teaching areas may perform bargaining unit work in their area of direct supervision to a maximum of ten (10) hours in a week.

2.1.3.5 By mutual agreement, persons other than members of the bargaining unit may perform bargaining unit work outside the conditions described in Articles 2.1.3.1, .4, and .6.

2.1.3.6 Associate Deans

Associate Deans shall be permitted to carry a class load, as assigned under Article 14.2 but this shall not exceed three (3) hours in a week.

2.1.4 Union Membership.1.4 Union Membership

2.1.4.1 Any Employee who was a member of the Union on June 20, 1975, and any Employee who became a member of the Union after that date shall, as a condition of employment with the B.C. Institute of Technology, remain a member of the Union in good standing during the term of this Agreement.

2.1.4.2 Any person appointed to a position in the Bargaining Unit after June 20, 1975 shall, as a condition of employment with B.C.I.T., apply for membership in the Union no later than the 31st day following the date of appointment, and shall, as a condition of employment, remain a member of the Union in good standing during the term of this Agreement.

2.1.5 Union Dues.1.5 Union Dues

2.1.5.1 The Employer shall deduct from the monthly wages or salary of each Employee in the Bargaining Unit, whether or not the Employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union, and shall require as a condition of employment that each Employee make and maintain whatever authorization is required for this deduction.

2.1.5.2 The Employer shall deduct from any Employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or By-Laws owing by the Employee to the Union each month and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are deducted.

2.1.5.3 All deductions shall be remitted to the agent appointed by the Union not later than ten (10) days after the date of deduction. The Employer shall also provide a list of names and classifications of those Employees from whose salaries such deductions have been made together with the amounts deducted from each Employee.

2.1.5.4 Before the Employer is obliged to deduct any amount under Article 2.1.5.1 and .2, the Union must advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount of its regular monthly dues and shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President or General Secretary of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

2.1.5.5 From the date of signing of this Agreement and for its duration, no Employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the Employees in the Bargaining Unit.

2.1.5.6 The Employer shall supply each Employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the Employee in the previous year. Such receipts shall be provided to the Employee prior to March 1 of the succeeding year.

- 2.1.6 Release Time for Union Activity.1.6 Release Time for Union Activity
- 2.1.6.1 Upon application to, and upon receiving the acknowledgement of the Employer, for each applicant, official representatives of the Union shall be granted release time with pay for the purpose of settling a grievance or attending negotiation sessions, as outlined elsewhere in this Agreement.
- 2.1.6.2 Upon application to, and upon receiving the acknowledgement of the Employer for each applicant, official representatives of the Union shall be granted release time for the purpose of carrying on Union activities.
- 2.1.6.3 The Employer shall grant, on written request from the Union, release time for Employees selected for positions with the Union or any body to which the Union is related.
- 2.1.6.4 The Employer shall grant, on written request from the Union, release time to any Employees specified for the purpose of:
- 2.1.6.4.1 attending conferences, conventions or other events deemed to require representation from the Union or to be of value to the Union; and
 - 2.1.6.4.2 transacting other business in connection with matters affecting members of the Bargaining Unit or affecting the Association or affecting B.C.I.T.
- 2.1.6.5 Wherever possible, the written request for release time for Union activities shall be given to the Employer three (3) months in advance of the commencement of the release time. Requests for such release time shall nevertheless be given precedence over any other applications for leave being processed at the same time, and shall be granted. The Union and the Employer shall cooperate to ensure that suitable arrangements are made to have the Employee's regular duties covered during any transition period, and during all periods of release time for Union activity.
- 2.1.6.6 With respect to any release time granted under 2.1.6.2, .3, and .4 above, the Employer shall continue to pay each Employee's regular wage or salary in full, but shall render an account to the Union for the amount of release time, including the Employer's contributions on behalf of such Employee for all benefits and a pro-rated share of vacation earned while on release time for Union activities covered by this clause. The Union shall then reimburse the Employer to the amount of the account rendered within sixty (60) days or as mutually agreed.
- 2.1.6.7 When release time is obtained under Article 2.1.6, suitable and reasonable arrangements will be made to have the Employee's regular duties covered. If such arrangements cannot be made with existing staff, then the Employer shall backfill the Employee on release time. No Employee shall be prevented from accepting release time for Union activity because that Employee's regular duties are not adequately covered.

2.1.7 Recognition of Tech Reps.1.7 Recognition of Tech Reps

2.1.7.1 The Employer recognizes the Union's right to appoint Tech Reps, taking into account both operational and geographical considerations.

2.1.7.2 The Union agrees to provide the Employer with a list of the Employees designated as Tech Reps, and their areas of responsibility, and to keep that list up to date as changes are made.

2.1.7.3 There shall be no loss of pay or benefits, and no penalty, for activity required of Tech Reps by the Union.

2.1.7.4 If the Tech Rep, in carrying out Union duties, is required to temporarily cease regular duties as an Employee of the Institute, that Tech Rep shall inform the official designated by the Employer to receive such notice, and the Employer shall make arrangements so that the regular duties of that Tech Rep are fulfilled.

2.1.8 Union Activities.1.8 Union Activities

2.1.8.1 Each Employee shall be entitled, at no loss of pay, to a total of three hours per week during regular hours of operation of the Institute, for the purpose of participation in Union activities, subject to 2.1.8.2 following.

2.1.8.2 The three (3) hours for participation in Union activities shall be scheduled during the Wednesday break period (1130 - 1430), unless the parties mutually agree to another time or times which allow greater participation by the Employees while minimizing interference in the operation of classes.

2.1.9 Union Facilities.1.9 Union Facilities

2.1.9.1 The Employer shall provide the Union with a suitable furnished office within the Institute facilities and access to services necessary to conduct business. The Union will make a monthly payment for these facilities and services. The amount of payment shall be as mutually agreed from time to time. Any change in location, furnishing and/or cost shall be by mutual agreement between the Employer and the Union. The Employer agrees to provide access to the Union's office facilities as required and through the normal Institute procedures.

2.1.9.2 The Union shall be able to purchase stationery and other office supplies from the Central Stores of B.C.I.T at the same rate that these are supplied to the Teaching Departments of the Institute.

2.1.9.3 Access to printing and duplicating facilities shall be provided to the Union in the same manner.

2.1.9.4 Telephone service through the Institute switchboard shall be provided to the Union in the same manner.

2.1.9.5 Reserve parking shall be provided for at least two cars in the present spaces, or at Management's option substitute spaces satisfactory to the Staff Society, at no more than the going rate for areas reserved for Administration officials.

2.1.9.6 The Employer agrees to provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by the Union. Except for the three bulletin boards already authorized, the Union agrees to pay purchase and installation costs of its own bulletin boards.

2.1.10 Information.1.10 Information

2.1.10.1 The Employer agrees to provide to the Union on request such information as is available relating to Employees in the Bargaining Unit.

2.1.10.2 This information shall include, but not be limited to, items such as:

2.1.10.2.1 The name, position, and seniority of the Employees in the Bargaining Unit,

2.1.10.2.2 Statistical information on the following:

Academic qualifications,
Experience (within the Institute, teaching, business experience, etc.),
Teaching training,
Professional recognition or achievement,
Committed contact hours as scheduled,
Staff/student ratios,
Amount of marking,
New course or repeat,
Number of courses,
Lab/lecture/seminar proportions,
Physical facilities,
Averaging provisions

2.1.10.3 Information relating to any matter dealt with in the Collective Agreement.

2.1.10.4 The above items are listed as examples and not intended to be exclusive.

2.2 Joint Labour/Management Committee.2 Joint Labour/Management Committee

2.2.1 A Joint Committee composed of three (3) Union representatives and three (3) Employer representatives will meet at the request of either party, but at least once a month, to review and discuss matters of concern to either party. Without limiting the generality of the foregoing, the Labour/Management Committee shall have the power to negotiate amendments to the terms of this Collective Agreement by mutual agreement.

2.2.2 The Labour/Management Committee shall deal with any disagreement between the Employer and the Union over the application, interpretation, or, if no Grievance has been initiated, the alleged violation of any provision of this Agreement. If no mutually acceptable agreement is

reached by the Labour/Management Committee, either party may submit the dispute to Arbitration. Arbitration shall be invoked by either the Union or the Employer notifying the other to this effect within twenty (20) working days after the matter has become deadlocked. The time limit prescribed herein, the selection of an arbitrator, and the sharing of fees and expenses for the arbitration shall be governed by Articles 3.9 and 3.10.

2.3 Consultation On Educational Matters.3 Consultation On Educational Matters

- 2.3.1 The effective conduct of the Institute's affairs requires the active and continuing participation of the Faculty, Assistant Instructors and Technical Staff and the Association in the development and implementation of the educational program.
- 2.3.2 Where not specified or spoken to in this Agreement, the management of significant matters affecting the development and implementation of the educational operation shall be carried on by consultative processes, as "consult" is defined in this Agreement. "Significant" shall mean matters in any area identified by either party as being significant to it.
- 2.3.3 Specifically, it is agreed that Faculty, Assistant Instructors and Technical staff have the right to be consulted on educational matters. This consultation will take the form of:
 - 2.3.3.1 Individual representation in Department affairs; the Manager shall involve the Department as a whole in decision-making on internal matters such as the planning of courses, use and development of facilities, budget and personnel matters; and
 - 2.3.3.2 Committees where the expertise of a specific professional would be of value to the Institute; and
 - 2.3.3.3 Consultation with the Association through the Labour/Management Committee and in other mutually agreed ways.
- 2.3.4 Consultation on educational matters shall include consultation with the Union through the Labour/Management Committee. Additional consultation shall take place through the Educational Council and in other ways such as communication between the Union and individual Managers where appropriate, and subject to Article 2.1.2. The Union shall have the opportunity to be represented on Institute task forces and committees which are investigating new directions in technological education.
- 2.3.5 There may be urgent situations requiring such rapid action that consultation cannot be carried out. In such situations, the Union shall be so informed and full information shall be transmitted to the Union as soon as possible.
- 2.3.6 The Institute's leadership role in technological education will be actively encouraged by both parties, and they will not by the consultative process unduly delay or impair activities necessary for the fulfilment of that role.

2.4 Job Change.4 Job Change

- 2.4.1 Any significant changes in job function for a new position or an Employee or any changes in job description or new job description for a position in the Bargaining Unit shall be subject to mutual agreement between the Union and the Employer.

2.4.2 Any change in job function or job description which removes an Employee from the Bargaining Unit shall be regarded as the creation of a new position.

2.5 Technological Change.5 Technological Change

2.5.1 Definition.5.1 Definition

The introduction or approval by the Employer of a change in the delivery of services by Employees caused by a change in nature, type or quantity of equipment or materials, or a change in work methods, where such change would:

2.5.1.1 significantly alter the working conditions, terms of employment or security of employment of a member of the bargaining unit; or

2.5.1.2 significantly alter the basis on which this Agreement was negotiated; or

2.5.1.3 displace an Employee through elimination of that Employee's current position; or

2.1.5.4 change an Employee's current job function to such an extent that the Employee's level of remuneration would be reduced.

2.5.2 Process.5.2 Process

When the Employer intends to introduce a technological change the following conditions shall apply:

2.5.2.1 Notice

2.5.2.1.1 The Employer agrees to notify the Union of its intention as far as possible in advance, and to update the information provided as new developments arise and modifications are made;

2.5.2.1.2 In any case, at least seventy (70) days before a technological change is to be introduced, the Employer shall provide the Union and the Department(s) likely to be affected, with a description of the change disclosing all foreseeable significant effects on Employees.

2.5.2.1.3 Notice shall be given in writing and shall contain pertinent data, including:

2.5.2.1.3.1 the nature of the change;

2.5.2.1.3.2 the approximate date on which the Employer proposes to effect the change;

2.5.2.1.3.3 the approximate number and type of Employees likely to be affected by the change; and

2.5.2.1.3.4 the effect the change is likely to have on the terms, conditions, or security of employment of the Employees affected, or the alteration(s) that may have to be made to the Collective Agreement.

2.5.2.2 Consultation

When the Employer has notified the Union of its intention to introduce a technological change, either party may call for a meeting. The parties agree to meet within fifteen (15) working days of receipt of the call, and to hold constructive and meaningful consultation in an effort to find solutions to any problems foreseen as arising from the implementation of the intended change.

2.5.2.3 Resulting Agreements

Where the parties reach agreement under Article 2.5.2.2 such agreements shall be in the form of Memoranda of Agreement.

2.5.2.4 Failure to Agree

2.5.2.4.1 Where the parties do not reach agreement on solutions to any problems foreseen as arising from the implementation of the intended change within sixty (60) days after the date on which the Union has received notification, the matter may be referred to Expedited Arbitration by either party within ten (10) working days of failure to agree.

2.5.2.4.2 The change(s) in question shall not be introduced by the Employer until the disputed matters are processed by the Expedited Arbitration.

2.5.2.4.3 Where the recommendation from the Expedited Arbitration is not accepted, the matter may be referred to arbitration by either party within ten (10) working days of receipt of the recommendation.

2.5.2.5 Reduction in Number of Regular Employees as a Result of Technological Change

In the event of a reduction in the number of Regular Employees as a result of technological change, the procedures specified in Article 18 shall be followed.

2.5.2.6 Relocation or Reassignment

An Employee shall not be relocated or reassigned within the Institute as a result of technological change without the Employee's written consent.

3.1 Nature Of Grievance.1 Nature Of Grievance

3.1.1 If any difference arises between the parties concerning the application, operation, or alleged violation of the Agreement, including any question of whether a matter is arbitrable, or where any difference arises from the suspension, discipline or dismissal of any Employee, such differences may be the subject of a grievance and the following steps shall apply in sequence subject to Articles 3.4.3.2 and 2.2.

3.1.2 A grievance may be initiated by the Employer, by the Employee, or by the Union and shall be finally and conclusively settled without stoppage of work in the manner described in Article 3.

3.2 Participation Of Management.2 Participation Of Management

Management shall have the right to include another Management person, in addition to the Management Representative designated, at any meetings under Article 3.

3.3 Participation Of The Union.3 Participation Of The Union

The Union shall be informed at least 48 hours in advance of all meetings to be held under Article 3 and shall have the right to be present and to participate.

3.4 Employee Grievances

3.4.1 Step I: Manager.4 Employee Grievances3.4.1 Step I: Manager

3.4.1.1 Subject to Article 3.4.3.2., an Employee shall discuss any grievance or other complaint with the Employee's Manager (or equivalent) in an effort to resolve the matter promptly. The Employee shall advise the Manager in writing that the grievance or complaint is being lodged at Step I.

3.4.1.2 The Manager's decision at this step shall not be inconsistent with the Collective Agreement. At the conclusion of discussions under Article 3.4.1, a grievance report will be placed on the Employee's file by the Manager (or equivalent), with a copy to the Employee and the Union.

3.4.1.3 If the Employee or the Union feels that the Manager's decision is inconsistent with the terms of this Agreement, then either may carry the grievance to Step II within five (5) working days of the date of receipt of the Manager's decision.

3.4.2 Step II: Dean.4.2 Step II: Dean

3.4.2.1 Subject to Article 3.4.3.2, if a grievance is not resolved at Step I, the Employee and/or the Union may proceed to Step II by submitting a written formal grievance to that effect to the Dean or equivalent, with a copy delivered simultaneously to the Director of Labour Relations.

3.4.2.2 The Dean or equivalent shall meet with the Employee and/or the Union within five (5) working days after the grievance has been received as in 3.4.2.1 above.

3.4.2.3 Within five (5) working days of the meeting at Step II, the Dean or equivalent shall render a decision in writing addressed to the Employee with a copy to the Union and the appropriate representatives of the Employer.

3.4.2.4 If the Union does not proceed to Step III within ten (10) working days of receipt of the decision rendered, that decision shall become final and binding.

3.4.3 Step III: Vice President.4.3 Step III: Vice President

3.4.3.1 If the grievance is not resolved at Step I or II, then the Union may proceed to Step III by submitting a written formal grievance to the appropriate Vice President, with a copy delivered simultaneously to the Director of Labour Relations.

3.4.3.2 If any Employee has been disciplined, suspended or discharged under the provisions of Article 19, Step III may be invoked without invoking Steps I and II of the grievance procedure.

3.4.3.3 Within five (5) working days of receipt of the notice specified in Article 3.4.3.1, the Vice President shall convene a meeting with the Employee and Union to hear the grievance.

3.4.3.4 A decision shall be rendered in writing by the Vice President within five (5) working days of the date of the meeting above.

3.4.3.5 If the grievance has not been resolved at Step III, the Union may proceed to Step IV.

3.5 Union Grievance.5 Union Grievance

3.5.1 If the Union desires to initiate a grievance, it shall present a written statement of the grievance to the Employer within ten (10) working days of the date the facts on which the grievance is based first became fully known to the Union.

3.5.2 The Labour/Management Committee shall meet within ten (10) working days of the presentation of the grievance.

3.5.3 The Employer shall respond in writing within five (5) working days of the meeting above.

3.5.4 If the grievance is not resolved within twenty (20) working days of the receipt of the response in 3.5.3 above, then the Union may proceed to Step IV.

3.6 Employer Grievance.6 Employer Grievance

3.6.1 If the Employer desires to initiate a grievance, the Employer shall present a written statement of the grievance to the Union within ten (10) working days of the date the facts on which the grievance is based first became fully known to the Employer.

3.6.2 The Labour/Management Committee shall meet within ten (10) working days after the grievance has been presented.

3.6.3 The Union shall respond in writing within five (5) working days following the meeting above.

3.6.4 If the grievance is not resolved within twenty (20) working days following receipt of the response in 3.6.3 above, then the Employer may proceed to Step IV.

3.7 Step IV: Arbitration.7 Step IV: Arbitration

3.7.1 If a grievance has not been resolved at Step III or under Article 3.5 or 3.6, then the Union if the Union is grieving, or the Employer if the Employer is grieving, may submit it to an impartial arbitrator for final binding determination. Notice of referral to arbitration shall be given within twenty (20) working days of the action in Article 3.4.3.3, 3.5.3 or 3.5.4.

3.7.2 The fees and expenses of the arbitrator shall be shared equally by the parties.

3.7.3 The arbitrator shall be mutually agreed by the parties within ten (10) working days after either party has given notice of the desire to invoke arbitration.

3.7.4 If the parties are unable to agree upon an arbitrator within ten (10) working days, then either party may ask the Chair of the Labour Relations Board of B.C. to select an arbitrator.

3.7.5 The arbitrator shall have the authority to interpret and apply the provisions of this Agreement in determination of a Grievance referred to arbitration but shall not have the authority to alter or amend any of the provisions of this Agreement. The Arbitrator shall also have the authority to determine whether the matter is arbitrable.

3.7.6 In the event of a dispute over the interpretation of the Arbitrator's decision, then either party may request a clarification of the decision from the Arbitrator within ten (10) working days. Such clarification shall be considered part of the Arbitrator's decision.

3.8 Expedited Arbitration.8 Expedited Arbitration

The parties agree that where a difference arises between the parties relating to the dismissal, discipline or suspension of an Employee, or to the interpretation, application, operation or alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement Tony Hickling, Vince Ready, John Kinzie, or a substitute agreed to by the parties, shall at the request of either party;

3.8.1 investigate the difference;

3.8.2 define the issue in the difference; and

3.8.3 make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and, for those five days from that date, time does not run in respect of the grievance procedure.

3.8.4 The parties agree to add other names to the list by mutual agreement, should these individuals not be available as quickly as is contemplated by the article.

3.9 Time Limits.9 Time Limits

The time limits specified in Article 3 may be extended by mutual agreement.

Statement Of IntentStatement Of Intent

The intent of the parties is to encourage the use of Regular Employees and to diminish the potential for Employees to remain on temporary status over a prolonged period. Position vacancies created by departing Regular Employees will be filled with Regular Employees whenever possible.

4.1 Regular Employees.1 Regular Employees

- 4.1.1 A Regular Employee means an Employee employed full-time or part-time on a continuous basis without term.
- 4.1.2. All bargaining unit work, except as otherwise specifically provided in this Agreement shall be performed by Regular Employees.

4.2 Temporary Employees.2 Temporary Employees

- 4.2.1 Temporary Employee means an Employee employed to fill a temporary vacancy for a stated specific term, whether part-time or full-time. A temporary vacancy means a position/vacancy shown not to be of an on-going nature.
- 4.2.2 A Temporary Employee shall be used only:
 - 4.2.2.1 to fill a vacancy created by a Regular Employee who is away from that Regular Employee's position or from the Institute, for a stated period of time; or
 - 4.2.2.2 to fill a temporary vacancy up to one year where instructional staff are unable to configure to meet training delivery requirements or to accommodate unanticipated circumstances which result in the temporary need for increased staff; or
 - 4.2.2.3 to fill a temporary vacancy caused by a temporary increase in workload or a temporary shortage of expertise in the specific area for up to one year.
- 4.2.3 A temporary appointment may be extended or repeated at any time by prior mutual agreement.

4.3 Auxiliary Employees.3 Auxiliary Employees

The following Employees shall be considered as Auxiliary Employees for the purposes of this agreement:

- 4.3.1 In Part-Time Studies as Instructors or Laboratory Assistants;
- 4.3.2. Markers;
- 4.3.3 Student Employees;
- 4.3.4 Guest Lecturers.

4.4 Student Employees.4 Student Employees

4.4.1. PREAMBLE

Student Employees means students hired to work as supplementary work force to assist Faculty, Assistant Instructors, or Technical Staff, and they shall be included in the Bargaining Unit. Authorization from the Union is required before any Employee can be hired under this category and is required for each person so hired.

4.4.2 As a condition of employment, Student Employees shall pay Union dues subject to the provisions of Article 2.1.5, Union Dues.

4.4.3 Student Employees shall have the same working conditions as Technical Staff with respect to hours of work and overtime and access to the Grievance Procedure.

4.4.4 Student Employees shall be informed in writing of the duration of their term of employment when hired.

4.4.5 Student Employees shall not be used to perform functions:

4.4.5.1 which could have been performed by Employees who have been laid off; or

4.4.5.2 which were formerly performed by an Employee currently on leave; or

4.4.5.3 which under the Agreement should be performed by another Employee category; or

4.4.5.4 which are inconsistent with the Student Employee level of compensation; or

4.4.5.5 which involves handling work of a confidential nature or related to B.C.I.T. labour relations.

4.5 Guest Lecturers.5 Guest Lecturers

4.5.1 No single Guest Lecturer shall undertake more than ten percent (10%) of the teaching time in any one (1) course.

4.5.2 Guest Lecturers can be used only by invitation to augment course content under the supervision of the regular instructor.

4.5.3 Guest Lecturers shall be paid no more than the rates negotiated between the Union and the Employer for hourly paid part-time Employees in the Part-Time Studies, unless by mutual agreement between Union and Employer.

4.5.4 The Employer agrees that the pay rate of a Guest Lecturer, as indicated in Article 4.5.3, shall be reduced by an amount equivalent to the Union dues which the Guest Lecturer would pay if the Guest Lecturer were in the Bargaining Unit. The Employer agrees to transmit monthly to the Union an amount of money equivalent to the amount of reduction. The transmittal of this equivalent sum shall be accompanied by a list of the Guest Lecturers in the time period covered.

4.5.5 If a Guest Lecturer received no honorarium, fee or other pay, the Employer agrees to include in the transmittal referred to in Article 4.5.4 an amount of money equivalent to the amount that would have been transmitted had the Guest Lecturer received payment.

4.6. Regularizing Temporary Employees.6. Regularizing Temporary Employees

- 4.6.1 After two (2) years of employment as a Temporary Employee, an Employee will become a Regular Employee:
- 4.6.1.1 Provided there has been no more than a five (5) month break in continuous employment at any one time in the two (2) year period immediately preceding; and
 - 4.6.1.2 Unless the Temporary Employee is hired to fill a vacancy created by a Regular Employee who is away from that Regular Employee's position or from the Institute, for a stated period of time, in which case the Temporary Employee may be retained as a Temporary for that third (3rd) year but shall be made a Regular Employee at the commencement of that Temporary Employee's fourth (4th) year of employment.
 - 4.6.1.3 Provided the position or a similar one is to be filled, or the same primary functions or similar functions are to be carried out.
- 4.6.2 Where a Temporary Employee becomes eligible for conversion to a regular status and where the subsequent term of employment is three (3) months or less
- 4.6.2.1 the Employee shall be made regular, however that Employee shall be considered to have received individual layoff notice.
 - 4.6.2.2 In this event the individual shall be paid severance pay in accordance with the entitlements in Article 18 and be eligible for rehire as a Regular Employee; but shall not fall under the layoff avoidance options and rights provisions.
- 4.6.3 Where it is shown that an Employee has been appointed to an inappropriate category relative to the terms of this Article and to the duties performed, that appointment shall be changed to regular, with an option of retroactivity to the start day of the current appointment. In these cases the Employee will be given the option of regular status either on the start date of the disputed appointment or the effective date of the resolution of the matter.
- 4.6.4 The prospect of an applicant becoming classified as a Regular Employee shall in no way militate against that applicant being selected and appointed.
- 4.6.5 When two or more suitably qualified candidates are deemed equal by the Selection Committee, then the candidate with the greatest length of service time with the bargaining unit shall be awarded the position.

4.7 General.7 General

Other appointments not covered by the categories named in this Article 4 shall be made after prior mutual agreement only. Such an agreement shall not be unreasonably withheld.

5.1 Time Limits.1 Time Limits

The time limits specified in Article 5 may be altered in any specific case by mutual agreement.

5.2 Selection Procedures In Bargaining Unit.2 Selection Procedures In Bargaining Unit

5.2.1 Competition.2.1 Competition

5.2.1.1 Subject to Article 18.2, 18.4, and 18.6, all vacancies and all additions to staff within the Bargaining Unit as a whole shall be open to competition except by mutual agreement of the parties in (a) emergency or (b) compassionate situations or (c) other special circumstances.

5.2.1.2 If a position is not to be filled or is not to be continued, the reason(s) shall be forwarded in writing to the Union within one (1) calendar month of the vacancy occurring.

5.2.1.3 Notice of positions to be filled non-competitively shall be posted internally by the Employer and clearly labelled non-competitive.

5.2.1.4 Regular Employees may be employed to fill temporary vacancies for which they apply if they are selected by the appropriate Selection Committee.

5.2.1.5 If so appointed, a replacement Employee shall not lose Regular status, and shall be entitled to return to the former position held by that Employee.

5.2.1.6 The Manager shall notify the Association by electronic mail, at the time the Department is notified, that a selection committee will need to meet with respect to a vacancy.

5.2.2 Vacancies, Advertisements, Appointments.2.2 Vacancies, Advertisements, Appointments

In order to encourage the expeditious processing of all selection activities while affording the Union the opportunity to review the categories/classifications of Employees, the Institute will provide to the Union office:

5.2.2.1 a copy of all personnel requisitions ("green sheets") for vacant and for new positions concerning the Association bargaining unit.

5.2.2.2 copies of all job postings at the Institute at the time that such posting occurs.

5.2.2.3 copies of advertisements and information on the placing of advertisements for all vacancies within the Bargaining Unit, at the same time that such advertisements are placed.

5.2.2.4 a copy of the appropriate Selection Committee Report.

5.2.2.5 a copy of the appointment letter, sent at the same time it is sent to the Employee, or relevant information including the name, Department and placement of each new Employee within one (1) calendar month of the initial date of employment, whichever is the earlier.

5.2.3 Selection Committee.2.3 Selection Committee

5.2.3.1 Time Limit

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

5.2.3.2 Composition

5.2.3.2.1 The Selection Committee shall be formed as follows: 50% representation by and from the Employees within a Program/Program Grouping, by a method to be determined by the grouping unit, and 50% representation from management; in addition, the Union may sit as an observer on the Selection Committee as full participant except with no vote. (The 50% representation means 50% of voting weight.)

5.2.3.2.2 The Selection Committee shall be weighted according to the position to be filled (e.g. Faculty, Assistant Instructors or Technical Staff) except that:

5.2.3.2.2.1 in case of a deadlock, the Committee may appoint an additional member by mutual agreement; and

5.2.3.2.2.2 the Selection Committee may add non-voting members where there is unanimous agreement by the committee on the need for additional expertise or where such additional members are required by law.

5.2.3.3 Responsibilities

5.2.3.3.1 If either party has a preferred candidate the Selection Committee shall be so notified. If the Selection Committee, after considering the preferred candidate's qualifications and experience and the needs of the Department, wishes to recommend that person for appointment without calling for other applications, it shall so advise the parties, and the position may, by mutual agreement of the parties, be filled without advertising or competition, subject to 5.2.1.3.

5.2.3.3.2 Otherwise, the Selection Committee shall:

5.2.3.3.2.1 Formulate the agreed advertisement, authorize the advertisement and decide within a budget supplied by the Employer where it shall be placed. In emergency situations the Manager and a Union representative may carry out the duties of the Selection Committee in regard to the advertisement.

5.2.3.3.2.1.1 Subject to Article 5.2.1.2 and .3, the advertisement shall be placed within ten (10) working days of the formation of the Selection Committee, except where notice of the vacancy is received more than three (3) months before the date of the vacancy.

In the latter case advertising shall be done within a period of time specified by the Selection Committee, but commencing not later than two (2) months before the date of the vacancy.

- 5.2.3.3.2.1.2 If continuation of the position requires authorization by the Employer, the advertising shall be carried out within ten (10) working days after the authorization has been obtained. This authorization shall not be unduly withheld, and in any case shall be subject to the provisions of Article 8, Workload.
- 5.2.3.3.3 Prepare a report which shall include a written statement of criteria used in preparing the shortlist. Criteria shall be based on: Faculty, Assistant Instructors, or Technical Staff responsibilities as outlined in Article 1, relevant Appendices and Memoranda of Agreement, specific job duties, and a job description if one exists for the position.
- 5.2.3.3.4 Forward its recommendations in a prioritized short list through the Manager or equivalent to the Employer.
- 5.2.3.3.5 Recommend placement of the prospective Employee on the salary scale according to the placement criteria specified in Article 11.
- 5.2.3.4 The prospect of an applicant becoming classified as a Regular Employee shall in no way militate against that applicant being selected and appointed.
- 5.2.3.5 If all candidates on the short list become unavailable, or if in the opinion of the Employer none of the short-listed candidates is acceptable, the matter shall be referred back to the Selection Committee for review. The Committee shall then:
- 5.2.3.5.1 reconfirm their original shortlist, or
- 5.2.3.5.2 recommend other candidates, or
- 5.2.3.5.3 recommend starting the Selection process again.
- 5.2.3.6 An unsuccessful internal applicant shall, upon written request filed within six (6) weeks of the date of the successful applicant's letter of appointment, be advised in writing of the reasons they were unsuccessful. An internal applicant is an individual who was:
- 5.2.3.6.1 an employee at the time they submitted their application for the position, or,
- 5.2.3.6.2 an individual who was an employee for a minimum of three (3) calendar months and whose last day of employment occurred within the five month period immediately prior to the posted starting date of the position for which the application was filed.
- 5.2.3.6.3 An individual eligible as an internal applicant under 5.2.3.6.2 above may not file a grievance pursuant to this clause.

5.2.4 Departmental/Program Administrative Positions .2.4 Departmental/Program Administrative Positions (Chief Instructors, Senior Instructors, Coordinators and Other Supervisory Personnel Within the Bargaining Unit.)

5.2.4.1 Recommendations for appointment to the position of Chief Instructor, Senior Instructor, Coordinator, other supervisory personnel, or any other position carrying special remuneration or title within the Bargaining Unit shall be made by the Department through the Manager or equivalent to the Employer.

5.2.4.2 The Department may, if it wishes, make recommendations for terms of reference, including the term of appointment and provisions for recall, for positions referred to in Article 5.2.4.1 to the Employer, but in any case the new appointment shall be for a period not exceeding three (3) years and shall be renewable. A Program Head does not normally represent more than one Technology Program, except in the formative period of the Program or in special circumstances as mutually agreed.

5.2.4.3 There shall be no changes to the normal process for identifying Chief Instructor, Senior Instructor, Program Head, Coordinator and Supervisor allowances until agreement is reached on a new organizational system.

5.2.4.4 The foregoing provisions notwithstanding, the Association Employees in the Program, with the participation of the Associate Dean or equivalent having one vote, shall determine in accordance with the Collective Agreement Release Time for the Program Head and other supervisory personnel within the Bargaining Unit.

5.2.4.5 Incumbents

It is the intent of Article 5.2.4 that incumbents established in these positions before June 15, 1976 shall continue to hold their positions until such time as:

5.2.4.5.1 The term of appointment to the position expires, if a term was stated at the time of appointment;

5.2.4.5.2 They complete the assigned duties relevant to the position, if the position was based on an assignment of duties which do not necessarily continue;

5.2.4.5.3 They resign from the position concerned;

5.2.4.5.4 They terminate their employment at the Institute.

5.2.4.6 Establishing, or altering, or continuance of job descriptions and functions of Chief Instructors, Senior Instructors, or Coordinators shall be subject to mutual agreement.

5.2.5 Part-Time Studies.2.5 Part-Time Studies

5.2.5.1 The selection of Employees to instruct in Part-Time Studies shall be subject to the final approval of the Employer.

5.2.5.2 In carrying out this responsibility, the following procedures shall be followed:

- 5.2.5.2.1 Where the course or courses to be taught fall within the area of expertise of a teaching Department of the Institute, that Department will be expected to select and recommend a candidate or candidates.
- 5.2.5.2.2 The opportunity to instruct in courses described in 5.2.5.2.1 will first be offered to the Employees of that Teaching Department for new or replacement positions.
- 5.2.5.2.3 Where the Teaching Department concerned cannot recommend a suitable instructor for the course, the Part-Time Studies Department shall post the position internally, and apply the procedure in Articles 5.2.5.1 and .2.
- 5.2.5.2.4 Where the courses do not fall within the area of expertise of a teaching Department of the Institute the selection of candidates will be made by the Employer.
- 5.2.5.2.5 The opportunity to instruct in courses described in Article 5.2.5.2.4 must first be offered to the Regular Employees of the Institute for new or replacement positions.
- 5.2.5.2.6 In an emergency situation, the Employer may select for duty an Employee required for instruction or may release from duty an unsuitable Employee. Where the Employer exercises authority under this clause, the Employer shall immediately notify the Union in writing of the name of the Employee, the course concerned, and the circumstances requiring action, and the action shall be grievable.
- 5.2.5.2.7 Selection and retention of an Employee for instruction in Part-Time Studies shall be based on the candidate's qualifications, experience, and suitability for the specific Part-Time Studies instructional situation. When a person has been properly selected and appointed to instruct in classes in Part-Time Studies, and when that person has satisfactorily met the requirements of a Part-Time Studies performance appraisal under Article 13, then that person shall normally be rehired, except for stated reasons. Where the recommendation of the Department concerned is not approved by the Employer, the reasons shall be conveyed in writing to the Department.
- 5.2.5.2.8 Articles 5.2.5.1 and .2 shall not be interpreted as preventing a Part-Time Studies Employee from grieving under Article 3. Notwithstanding the foregoing, where a course has been authored by an individual who was not paid by the Employer for the course development work, and that course is being offered through Part-Time Studies, the course author shall be given the right of instructing the first offering. In the event the Employer has an interest in owning the course materials, it shall negotiate a mutually agreeable price with the course author. The hiring of an instructor

ARTICLE 5

Selection/Employment/Appointment Procedures for the Bargaining Unit
for a subsequent offering shall be through the normal process.

5.2.5.3 Article 20 notwithstanding, the provisions of Article 5.2.3 shall apply to the Part-Time Studies Departments for selection of Employees for positions other than to instruct.

5.2.5.4 A Joint Committee shall be created by the parties, composed of five individuals named by each of the parties. The Joint Committee shall discuss and recommend an Institute-wide application of course-based seniority to the process of appointing Part-Time Studies Instructors. The Joint Committee shall report to the parties no later than December 31, 1997.

5.3 Medical Examination.3 Medical Examination

5.3.1 A candidate whose appointment has been recommended by a Search or Selection Committee may be required by the Employer to undergo a medical examination.

5.3.2 The Employer shall bear the full cost of any medical examinations which are a condition of hiring.

5.3.3 A joint Union-Management Committee shall establish the form for use in a general medical examination in consultation with the Director of Medical Services.

5.3.4 When a candidate for appointment is not hired because of inadequate health, the Search or Selection Committee shall be asked to recommend another candidate, and the Employer shall immediately notify the Committee and the Union.

5.4 Re-Employment.4 Re-Employment

5.4.1 A Regular Employee who leaves BCIT employment other than by Layoff (Staff Reduction) and who is re-employed as a Regular Employee within 3 months shall be classified as continuously employed at that Employee's previous step and shall be granted retroactively a leave of absence without pay covering those days absent and shall regain all previous rights and benefits including superannuation provided the Employee has not withdrawn superannuation contributions and meets the requirements of the superannuation plan.

5.4.2 A former Employee rehired within 2 years to a similar position in the same Department shall be placed no lower than the step occupied by that Employee at the time of leaving BCIT employment.

5.4.3 Fall/Winter Re-Employment

5.4.3.1 If prior to November 1 the Employer concludes that a temporary vacancy exists in the same department for the entire Fall and Winter Terms, and if the Selection Committee selects a Fall Term temporary Employee to continue in the Winter Term, then:

5.4.3.1.1 the employee will be paid as though the employment was continuous, and

5.4.3.1.2 any interruption in health and welfare benefits shall be adjusted so that there is no gap in benefit coverage and no additional waiting periods or expenses are imposed.

5.4.3.2 Where the Employee's Full-Time Equivalency (FTE) status, or classification changes in the Winter term, the period between the two terms shall, for all purposes including salary determination, be considered to be the FTE status and classification of the Winter term.

5.5 Return To Bargaining Unit From Management.5 Return To Bargaining Unit From Management

5.5.1 An Employee in the Bargaining Unit who accepts an excluded Management position on a short-term basis, up to two (2) years, shall be given leave of absence from that Employee's regular position. On termination of the short-term appointment, the Employee shall automatically return to the former position.

5.5.2 A member of the Bargaining Unit who has been, or is, appointed to an excluded Management Position and subsequently leaves that post, shall be given special consideration in a competition for a teaching vacancy. This is not to be interpreted as giving absolute priority.

- 6.1 Non-Academic Management Administrators.1 Non-Academic Management Administrators
- 6.1.1 The Union shall have the right to be notified of vacancies for Non-Academic Management Administrators and to appoint one voting member to the Search Committee. The Manager shall notify the Association by electronic mail, at the time the Department is notified, that a search committee will need to meet with respect to a vacancy.
- 6.1.2 Acting appointments of Non-Academic Administrators may be made by mutual agreement for up to one year. It is understood that recommendations for acting appointments of Non-Academic Administrators for more than two (2) months will be made through the Search Committee process.
- 6.2 Academic Management Administrators (including Student Services, Computer Resources, Learning Resources and Directors of: The Technology Centre and International Education).2 Academic Management Administrators (including Student Services, Computer Resources, Learning Resources and Directors of: The Technology Centre and International Education)
- 6.2.1 Academic Management Administrator vacancies shall be filled in the following manner.
- 6.2.1.1 A Search Committee shall be formed and meet within ten (10) working days of the knowledge that a retirement, resignation or leave will occur at a specified date during the next calendar year, or that a new position has been created.
- 6.2.1.2 This committee shall be formed as follows: 50% representation from the Employees within a Program/Program Grouping and 50% representation appointed by Management from BCIT staff; in addition, the Union may sit as an observer on the Search Committee, as a full participant except with no vote. (The 50% representation means 50% of voting weight).
- 6.2.1.3 The Manager shall notify the Association by electronic mail, at the time the Department is notified, that a search committee will need to meet with respect to a vacancy.
- 6.2.2 In the case of academic administrators, if either party has a preferred candidate, the Search Committee shall be so notified. If the Search Committee recommends the preferred candidate, the position may be filled without advertising or competition.
- 6.2.3 The Search Committee shall make every effort to complete recruitment within ten (10) weeks. If this does not occur, the matter will be referred to the Labour/Management Committee to recommend alternative courses of action aimed at expediting the recruitment.
- 6.2.4 The Search Committee shall:
- 6.2.4.1 formulate and authorize the advertisement and decide within a budget supplied by the Employer where it shall be placed;
- 6.2.4.2 prepare criteria for screening, and screen applicants;
- 6.2.4.3 prepare a report for the Employer and the Union containing an alphabetical shortlist of suitable candidates, an assessment and recommendation regarding these candidates; and
- 6.2.4.4 have the right to review the job description and if necessary, to recommend changes

to the Employer.

6.2.5 If all candidates on the shortlist become unavailable, or if in the opinion of the President none of the shortlisted candidates is acceptable, the matter shall be referred back to the Search Committee for review. They will then recommend other candidates, reconfirm their original shortlist, or recommend that a new Committee be struck.

6.2.6 Acting appointments of Academic Administrators (including Student Services) may be made by mutual agreement for up to one year. It is understood that recommendations for acting appointments of Academic Administrators (including Student Services) for more than two (2) months will be made through the Search Committee process.

6.3 President.3 President

The position of President is considered not to be included under other provisions of this Article. Selection of a President shall be carried out by a Search Committee on which the Union representation shall be at least one third (1/3) of the total number of the Committee.

7.1 Academic Freedom.1 Academic Freedom

- 7.1.1 Subject to Articles 7.1.2 and 7.1.3, members of the Bargaining Unit shall be governed by their own discretion in their presentation of course material within the constraints of professional conduct as Faculty, Assistant Instructors, and Technical Staff.
- 7.1.2 The provision of this Article shall be subject to such modification as a legal accrediting body requires, provided that:
- 7.1.2.1 the accrediting body legally governs the right of a graduate to practice; and
- 7.1.2.2 the particular requirement as to teaching method is specified precisely by the accrediting body; and,
- 7.1.2.3 the specific provision is stated by the accrediting body as being essential to continued accreditation of the course or program, or licensing of B.C.I.T. graduates.
- 7.1.3 In Industry Services when course materials include specific lesson plans and/or presentation guidelines, the instructor will be expected to follow the plans and guidelines; otherwise the method of presentation will be left to the instructor's discretion.

7.2 Personnel Files.2 Personnel Files

- 7.2.1 During normal working hours and in the presence of a Human Resources Office staff member, all Employees have the right of access to their personnel records. Every Employee is also entitled to copies of all material in their personnel file at the time it is inserted into the personnel file.
- 7.2.2 There shall be space for the Employee to initial each document included in the Employee's personnel file, to indicate that the Employee has seen the document. The Employee's initial or signature shall in no way be taken to indicate concurrence with the content of the document.
- 7.2.3 Employees are entitled to add comments to documents in their personnel files, or to add material to the file.
- 7.2.4 Subject to Article 13 (Performance Appraisal) and as may be specifically provided in Article 19 (Discipline, Suspension, Discharge), the Employer shall take no action against an Employee except on the basis of material in the Personnel file, unless the Employee specifically waives this provision.
- 7.2.5 A Dean, Director, or Manager may keep a file of personal notes, aides, memoirs, and similar informal material concerning an Employee. Before material is transferred to the personnel files a full review shall be held with the Employee. No material shall be transferred from such files into the personnel file if the Employee has not been informed through such a review and in any case no material shall be transferred which is more than one (1) year old.

7.2.6

7.2.6.1 An Employee may request, in writing, that material be removed from the Employee's personnel file under any or all of the following circumstances:

7.2.6.1.1 The material is more than two (2) years old;

7.2.6.1.2 The material is no longer specifically relevant to that Employee's current situations;

7.2.6.1.3 The material is invalid;

7.2.6.2 and such material shall be removed subject to Article 7.2.7 but material shall not be removed from an Employee's personnel file except at that Employee's request.

7.2.7

7.2.7.1 If the Director of Labour Relations considers the material referred to in Article 7.2.6 to be of continuing relevance in spite of being more than two (2) years old, or considers that it is valid, then the Employee shall have the right to appeal to the Labour/Management Committee for decision.

7.2.7.2 The Labour/Management Committee shall render a decision within five (5) working days. In the event that no decision is made by this time and the Union wishes to pursue the matter, it shall be automatically referred to arbitration as set out in Article 3 of this Agreement.

7.2.7.3 Pending the decision of the arbitrator or the Labour/Management Committee, the material in dispute shall not be used or referred to in any disciplinary action.

7.2.7.4 The time limits set out in Article 19 shall apply from the date the arbitrator or the Labour/Management Committee makes a decision.

7.2.8 All material relating to an Employee and held under authority of the Human Resources Department Office, must be placed in the Employee's personnel file and treated as set out in Article 7.2.

7.3 Seniority.3 Seniority

7.3.1 Seniority means the service time with the Employer from date of hire or appointment for all Regular Employees subject to the following provisions:

7.3.1.1 Regular Employees will accrue seniority based on service time and will continue to accrue seniority while absent from the Institute on an approved Leave of Absence or on release time for Union activity.

7.3.1.2 All service as a Temporary Employee will accrue to the Employee on becoming a Regular Employee provided there are no gaps in the employment service of more than five (5) months.

- 7.3.1.3.1 Effective 1985 April 12 a member of the bargaining unit who takes an excluded Management position and then re-enters the bargaining unit,
- 7.3.1.3.1.1 shall have previous bargaining unit service recognized, and
 - 7.3.1.3.1.2 shall have Management service recognized to a maximum of four (4) years.
 - 7.3.1.3.1.3 in either 7.3.1.3.1.1 or 7.3.1.3.1.2 only service subsequent to any break in B.C.I.T. employment shall count.
- 7.3.1.3.2 If the Employee's Management service exceeds four (4) years, then previous bargaining unit work shall count but Management service time past four (4) years shall not.
- 7.3.1.3.3 All Management Personnel on Staff before 1985 April 12 who re-enter the bargaining unit shall, for seniority purposes, have all B.C.I.T. service time counted subsequent to any break in B.C.I.T. employment.

7.3.1.4 Continuous part-time employment shall be prorated to the equivalent of full-time employment to calculate the relevant length of time for application of this provision. For the purpose of calculating continuous full-time employment by the Institute, two (2) periods of employment by the Institute which are separated by a period of five (5) months or less shall be considered one (1) continuous period of employment with the interruption in employment included in the calculated time of continuous full-time employment by the Institute.

- 7.3.2 The Employer will maintain seniority lists, which will be updated periodically. Copies of the seniority lists will be forwarded to the Union. The list will show the date of hire and the service seniority established for each Regular Employee.
- 7.3.3 B.C.I.T. personnel transferring voluntarily from a position within the Association bargaining unit to a position within a BCGEU bargaining unit, or vice versa, are also covered by the Memorandum of Agreement in Appendix 4.

7.4 Course Materials.4 Course Materials

- 7.4.1 An Employee's lecture materials, demonstrations, written or graphic materials, audio-visual materials and any other teaching aids which the Employee creates, develops, acquires or introduces into the Institute in support of that Employee's teaching or teaching-related functions shall be the Employee's sole property and shall not be used by others without the Employee's permission.
- 7.4.2 Article 7.4.1 notwithstanding,
- 7.4.2.1 course-outlines shall be made available to the Manager.
 - 7.4.2.2 copies of formal scheduled examinations may be maintained in a file in the Institute, provided that, where the faculty member concerned considers it educationally undesirable to have wide student access to the examination, the Institute shall, upon

the member's request, keep the examination copy in a restricted file with release subject to approval by the faculty member and the appropriate Dean, subject to the specific requirements of accrediting or licensing bodies.

7.5 Patents and Copyright.5 Patents and Copyright

- 7.5.1.1 When one or more Employees have been hired (full or part-time) in an appointment solely to create and produce a specific, tangible product for the Institute, or
- 7.5.1.2 When one or more Employees are given specifically defined release time (full or part-time) from usual duties, including voluntary release from activities which would otherwise be done during an Employee's month free of teaching, solely to create and produce a specific tangible product for the Institute, or
- 7.5.1.3 When one or more Employees are paid in addition to their regular rate of pay for their time (or a flat rate), in an appointment solely to produce a specific tangible product for the Institute (such payment to be subject to negotiation between the parties), the product shall be the property of the Institute. The provisions of 7.5.2.,3.,4.& .5 shall apply.
- 7.5.2 If the use of the product produces any income, other than direct BCIT student fees when the product is used by BCIT Employees through BCIT for BCIT courses, then the income shall be shared 63/37 respectively between the Institute and the Employee(s) significantly involved in the creative aspects of the production after the following costs have been met:
- 7.5.2.1 direct salary costs of the Employee(s) with significant creative roles in the production, excluding clerical, technician and management functions;
- 7.5.2.2 cost of benefits directly related to the salary amounts in 7.5.2.1
- 7.5.2.3 other direct compensation costs such as overtime;
- 7.5.2.4 pro-rata share of major production costs such as any special equipment leased or purchased, and major materials costs;
- 7.5.2.5 specific marketing costs.
- 7.5.3 In the event that more than one person is significantly involved in creating the product, as described in 7.5.1 and 7.5.2 above, then the proportion of the production attributable to each Employee shall be determined by those Employees. If agreement among them is not reached by the time the finished product is created, then the Institute shall determine the proportionate sharing of authorship and production among the Employees. The proportionate sharing of the Employees' share of net proceeds shall be in accord with Article 7.5.2 above.
- 7.5.4 The income and costs described in Article 7.5.2 above shall be calculated in accordance with accepted accounting principles; and further those calculations shall, upon request, be available to the Employee(s) concerned. The calculation of income and costs, if unsatisfactory to any Employee involved, is subject to the grievance procedure as to the mathematics and the appropriateness and the amounts of the factors involved.
- 7.5.5 The Institute shall, upon request, grant licence to the producer(s) to market the product, but subject to the Institute's approval regarding the marketing plan, advertising and promotional materials, price and market.

- 7.5.6 Other than as provided in Article 7.5.1 above, when an Employee creates and produces manuals, texts, workbooks, film slides, video-tape or other audiovisual material, or computer programs, etc., with Institute resources, and does so under an agreed grant, subsidy or compensation from the Institute, all of which are subject to negotiation between the parties, ownership of any material produced shall remain with the Employee. If there is income from sale, rent or lease of the product, then the proceeds shall be shared equally between the producer and the Institute until the Institute's accumulated share of the proceeds equals any originally agreed grant, subsidy, or compensation from the Institute.
- 7.5.7 Where Employees use production facilities outside the control of the Institute, non-Institute supplies, and work outside their usual duties, the Institute shall have no right, title, or interest in any product, copyright, patent, or invention.

7.6 Indemnity.6 Indemnity

- 7.6.1 Except when the Labour/Management Committee finds that there has been flagrant negligence on the part of an Employee, the Employer agrees not to seek indemnity against an Employee whose actions result in a judgement against the Employer. The Employer agrees to pay any judgement against an Employee arising out of the performance of that Employee's duties and pay the legal costs therein of that Employee, provided the Employer approves counsel, or to pay the Employee's share of any out of court settlement arising from the case if the settlement is approved by the Institute. Approval of legal counsel or out of court settlement shall only be withheld for significant stated cause. Approval of legal counsel shall not be withheld on the basis of cost.
- 7.6.2 In order that the above provisions shall be binding upon the Employer, as noted in Article 7.6.1 above, the Employee shall notify the Employer, in writing, within ninety (90) days of any incident or course of events which may lead to legal action against that Employee, and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:
- 7.6.2.1 When the Employee is first approached by any person or organization notifying the Employee of intended legal action against the Employee; or
- 7.6.2.2 When the Employee decides to retain counsel in regard to the incident or course of events; or
- 7.6.2.3 When any investigative body or authority first notifies the Employee of an investigation or other proceeding which might lead to legal action against the Employee; or
- 7.6.2.4 When information first becomes known to the Employee in the light of which the Employee might reasonably consider that the Employee might be the object of legal action.
- 7.6.3 In the event that an Employee wishes to retain counsel as in Articles 7.6.1 and .2, then the Employee shall so advise the Employer in writing. Within ten (10) working days of receipt of this information the Employer shall advise the Employee, in writing, of the Employer's intention either to:

7.6.3.1 provide and pay for legal services; or

7.6.3.2 pay for legal services from counsel whose selection the Employer approves; or

7.6.3.3 withhold provision of or payment for legal services for significant stated cause as in Article 7.6.1. This shall not prejudice the Employee's nor the Union's right to grieve the matter.

7.7 Office Space.7 Office Space

7.7.1 The desirable office space per Faculty Employee shall be recognized to be at least eighty (80) square feet in an individual office. This provision may be varied by mutual agreement.

7.7.2 The Labour/Management Committee shall establish a representative committee to study and make recommendations to the parties regarding office space.

7.8 Parking.8 Parking

7.8.1 There shall be no change in parking regulations and policies except by mutual agreement of the parties.

7.8.2 There shall be no change in parking fees except by mutual agreement of the parties.

7.9 Picket Lines.9 Picket Lines

7.9.1 All employees have the right to refuse to cross a legally established trade union picket line, or a trade union picket line which has been officially recognized by the Union in advance of its erection, and such refusal to work shall not be considered a violation of this Agreement or grounds for disciplinary action or any other penalty.

7.9.2 The Employer has the right to declare any employee who chooses not to cross the picket line as being absent without pay, until the employee returns to work at the Institute. Subject to the relevant pension regulations, and subject to the Employer paying both the Employer and Employee contributions, the Employer will record such absence as leave without pay so that the employee can accrue pensionable service. Employees who are absent without pay will not receive pay, nor continuation of benefits for which premiums have not yet been paid, under any provisions of the Collective Agreement, except as set out in Article 7.9.

7.9.3 Employees who report for previously assigned work off campus, or other off campus work that the Employer, in its discretion agrees to recognize, shall be paid for such work.

7.9.4 Employees who have leaves properly scheduled prior to the commencement of the picketing, where such leave will continue or commence during the strike period, shall be paid during such leaves.

7.9.5 7.9.5.1 Where an Employee has commenced sick leave prior to the commencement of the picket line, paid sick leave shall continue until recovery is effected. To be entitled to sick leave under this clause an Employee must have been on paid sick leave on the Employee's last scheduled work day prior to the commencement of picketing.

7.9.5.2 The Employer is entitled to ask for, and be provided with, a medical certificate verifying the fact of the illness, the need for absence from duty, and the date of recovery.

7.9.6 Employees shall be granted bereavement leave with pay where circumstances warrant and are proven, regardless of the other provisions of this article.

7.10 Rest Periods.10 Rest Periods

All Employees shall be entitled to a paid fifteen (15) minute Rest Period in each half of their work day. Employees working three and one half (3 1/2) hours but not more than six (6) hours shall receive one (1) Rest Period. Rest Periods shall not be used to delay normal start times nor to advance normal quit times. Departments shall schedule Rest Periods so as to minimize the interruption of the delivery of service to students/clients.

8.1 Hours of Work.1Hours of Work

- 8.1.1 Duties may be normally assigned to Employees between 0830 and 1730, Monday to Friday. Duty assigned outside such hours must be by mutual agreement between the Employee, the Manager, and the Union.
- 8.1.2 8.1.2.1 When the Employee must travel farther to other than the Employee's usual place of work in order to fulfil assigned duties, the additional travelling time shall be included in the calculation of assigned duty time.
- 8.1.2.2 Additional transportation cost in such a case shall be paid by the Employer but if the Employee provides the transport then mileage allowance shall be paid as in Article 15.
- 8.1.2.3 For each Employee a specified "usual place of work" shall be designated, this being the B.C.I.T. Campus at 3700 Willingdon Avenue, Burnaby, B.C., unless another B.C.I.T. Campus location or satellite is specified by the Employer in writing addressed to the Employee. There shall be no change in any Employee's designated "usual place of work" without the Employee's agreement.
- 8.1.3 A Regular full-time Employee whose workload in day Technology Programs is designated as a partial load under Articles 8.2.3 or 8.3.1.1 shall be given the opportunity to make up a full workload, as mutually agreed by the parties in each specific case, through work in Part-Time Studies and Industry Services or other areas at the Employee's regular salary.
- 8.1.4 8.1.4.1 Subject to agreement by the Employee and the parties, the workload of a Regular Faculty Employee may be a combination of duty in day Technology Programs, Part-time Studies, Industry Services, and in evening classes. In calculating the workload hours the rate of equivalence shall be: one (1) hour of duty outside the hours of work as stated in Article 8.1.1 is equivalent to one and one-third (1-1/3) hours of duty, unless this calculation is altered in a particular case by mutual agreement.
- 8.1.4.2 An Employee whose workload is a combination of instruction in day classes in Technology Programs and instruction in evening classes, as in Article 8.1.4.1, shall only be entitled to overtime pay or time off in lieu of overtime pay for those workload hours, calculated as in Article 8.1.4.1, which are in excess of seventeen (17) contact hours per week.
- 8.1.5 Nine Day Fortnight
- 8.1.5.1 Technical Staff, Assistant Instructors and Faculty Employees who have no assigned student contact hours, may, with the agreement of the Union and the Manager, arrange their hours so as to result in a nine-day fortnight.
- 8.1.5.2 When establishing the hours of work, the Employees concerned and the Manager shall be guided by the following:
- 8.1.5.2.1 Service shall not be diminished or diluted;
- 8.1.5.2.2 A three (3) month trial period shall be implemented;
- 8.1.5.2.3 If either party, at the end of the three (3) month trial period, deems that the nine-day fortnight has diminished or diluted service, then the nine-day fortnight shall be abandoned. Hours of work will then be as before the trial period.

8.1.5.2.4 Any nine-day fortnight system which has passed the trial period above shall be subject to reassessment once each academic year thereafter. Continuance of the system is contingent upon service being maintained at appropriate levels.

8.2 Faculty Workload.2 Faculty Workload

8.2.1 The Department mean of student contact hours per Faculty Employee exclusive of the Manager shall not exceed twenty (20) hours per week in any term. No individual Faculty Employee shall have contact hours in excess of twenty-two (22) hours per week in any term, except by mutual agreement of the parties, with concurrence of the Department concerned, in terms where a high attrition rate is expected.

8.2.2 Assigned Faculty activities other than student contact hours shall not exceed traditional levels unless agreed by the Employee, the Manager, the Dean and the Union.

8.2.3 A Faculty Employee who is scheduled for an average of fifteen (15) class contact hours per week for teaching faculty, or thirty-five (35) duty hours per week for non-teaching faculty, shall be considered full-time.

8.2.4 Faculty Employees with less than an average of fifteen (15) class contact hours per week or thirty-five (35) duty hours per week respectively may be considered by mutual agreement of the parties to have a partial workload. Any other provision of this Agreement notwithstanding, no full-time Employee shall be changed to part-time status except by mutual agreement of the parties and the Employee.

8.2.5 In addition to the normal fifteen (15) class contact hours per week, Faculty Employees are expected to be available for student consultation by office hours or by appointment. Normally a minimum of five (5) student contact hours per week should be scheduled for this purpose. A schedule should be posted.

8.2.6 Student/Staff Ratios

8.2.6.1 Student/Staff ratios as they exist at the end of terms 1 and 3, 1975 shall be jointly examined and, by mutual agreement, improved where necessary to maintain a satisfactory learning environment or to provide more equitable workload in the Institute.

8.2.6.2 Agreement on alterations of workload (which includes Student/Staff ratios) shall be negotiated by the Labour/Management Committee.

8.3 Assistant Instructor Workload

8.3.1. 8.3.1.1 An Assistant Instructor who is scheduled for thirty-five (35) hours per week shall be considered full-time. Assistant Instructors with less than thirty-five (35) hours per week may be considered by mutual agreement to have a partial workload.

8.3.1.2 Any other provision of the Agreement notwithstanding, no full-time Employee shall be changed to part-time status except by mutual agreement of the parties.

- 8.3.2 A full-time workload for Assistant Instructors may be a combination of class contact (teaching) hours and other duties and in this case the teaching contact hours shall be prorated on an equitable basis by mutual agreement.
- 8.4 Technical Staff Workload 8.3 Assistant Instructor Workload 8.3.1. 8.3.1.1 An Assistant Instructor who is scheduled for thirty-five (35) hours per week shall be considered full-time. Assistant Instructors with less than thirty-five (35) hours per week may be considered by mutual agreement to have a partial workload. 8.3.1.2 Any other provision of the Agreement notwithstanding, no full-time Employee shall be changed to part-time status except by mutual agreement of the parties. 8.3.2 A full-time workload for Assistant Instructors may be a combination of class contact (teaching) hours and other duties and in this case the teaching contact hours shall be prorated on an equitable basis by mutual agreement. 8.4 Technical Staff Workload
- 8.4.1 8.4.1.1 A Technical Staff Employee who is scheduled for thirty-five (35) hours per week shall be considered full-time. Technical Staff Employees with less than thirty-five (35) hours per week may be considered by mutual agreement to have a partial workload.
- 8.4.1.2 Any other provision of the Agreement notwithstanding, no full-time Employee shall be changed to part-time status except by mutual agreement of the parties.
- 8.4.2 A full-time workload for Technical Staff may be a combination of class contact (teaching) hours and other duties and in the case of the teaching contact hours shall be prorated on an equitable basis, by mutual agreement.
- 8.4.3 Hours of work and overtime provisions for Computer Operators and Junior Computer Operators are as specified in Appendix 1.
- 8.5 Overtime.5 Overtime
- 8.5.1 When the Workload of a Regular Faculty Employee in day classes of Technology Programs exceeds the maximum of student contact hours per week stated in Article 8.2.1, the Regular Faculty Employee shall be paid for each additional student contact hour at an hourly rate calculated as no less than the Employee's gross monthly salary divided by sixty (60), or, at the Employee's option and with the concurrence of the Union, shall be guaranteed a reduction in time in the following term equal to the overload.
- 8.5.2 Subject to Article 9.2 (Annual Vacation) and Article 8.5.1 when the teaching and student evaluation duties of a Faculty Employee in day classes of Technology Programs are assigned during a total of more than nine (9) months in an academic year, the Regular Employee shall be paid for each additional hour at an hourly rate calculated as no less than the Employee's gross monthly salary divided by sixty (60).
- 8.5.3 If overtime pay is claimed under Articles 8.5.1 or 8.5.2, it shall in any case be at a rate no less than the Employee would have been paid had that Employee been teaching a similar course for Part-Time Studies.
- 8.5.4 Non-teaching Faculty, Assistant Instructors, and Technical Staff shall normally be assigned no more than thirty-five (35) hours of duty per week subject to the other provisions of Article 8.5.
- 8.5.5 For non-teaching Faculty, Assistant Instructors and Technical Staff, calculation of hourly pay

for overtime will be based on a sum equal to 1/152 of the Employee's monthly salary. Time and one-half will be one and a half times this sum per hour, and double time will be twice this sum per hour.

- 8.5.6 For non-teaching Faculty, Assistant Instructors and Technical Staff, any hours worked in excess of thirty-five (35) hours per week, days of rest and holidays excepted, shall be paid

at time and a half. Work on days of rest or holidays (as defined in Article 9.1 Holidays) shall be paid at double time.

- 8.5.7 Article 8.5.4 notwithstanding, no non-teaching Faculty, Assistant Instructor or Technical Staff Employee shall be required to work more than an average of ten (10) hours per week overtime in any given term.
 - 8.5.8 An Employee's overtime will be paid as a lump sum except in those cases where by agreement of the Employee and Employer equivalent time off is agreed to.
 - 8.5.9 Except in an emergency situation, any non-teaching Faculty, Assistant Instructor or Technical Staff Employee may refuse overtime. Refusal to work overtime shall not be considered a factor in any application for any other position or performance appraisal.
 - 8.5.10 When in an emergency situation, any non-teaching Faculty, Assistant Instructor or Technical Staff Employee is required to work overtime, the Employer must notify the Union in writing within one (1) working day of the assignment of overtime.
 - 8.5.11 When an Assistant Instructor or Technical Staff Employee has been assigned duties involving the preparation or marking of student assignments or exams that need not be done on campus, then that Employee shall be entitled to be on duty off campus during normal duty hours, provided the Employee's other duties do not require the Employee's presence on campus. The Manager shall authorize on-duty off-campus work in any such case.
 - 8.5.12 For the purpose of Articles 8.5.6 and 8.5.7, when an Employee whose normal working hours consist of thirty-five (35) duty hours per week is required to make a special trip to the Institute whether on a regular or occasional basis for specific assigned duties, then any overtime work calculation applicable shall be based on portal-to-portal time.
- 8.6 Month Free Of Teaching.6 Month Free Of Teaching
- 8.6.1 Faculty shall have one (1) month free of teaching and student evaluation (examination, marking and marks review) duties. It is the responsibility of the Department to determine and schedule, consistent with fair treatment for each Employee within the Department, the duties to be undertaken during this month for the effective operation of the Department.
 - 8.6.2 In those Departments where enrolment numbers are recognized by the Department as a problem, the duties so assigned may include activities designed to create a more satisfactory enrolment situation.
 - 8.6.3 Assignment of duties under Article 8.6 shall be determined by the Department.
 - 8.6.4 An Employee shall not be required to be in attendance at the Institute except as required for performance of duties assigned in Articles 8.6.1, .2, .3.
 - 8.6.5 This month may be scheduled by segments at the option of the Department concerned, consistent with fair treatment of each Employee within the Department, and is not included as part of the Employee's Annual Vacation or of Term, Spring, or Christmas break periods.

8.7 Break Periods.7 Break Periods

8.7.1 Term, Spring and Christmas break periods are not considered vacation periods. Duty allocations during Term, Spring, and Christmas break periods shall be decided by each Department, consistent with fair treatment for each Employee within the Department, and any Employee without such assigned duty shall not be required to be in attendance at the Institute.

8.8 Workload Assignments and Dispute Resolution (Faculty and Assistant Instructors).8 Workload Assignments and Dispute Resolution (Faculty and Assistant Instructors)

8.8.1 In determining assignment of workloads for instructional staff, the following non-exclusive list of factors shall be taken into account by the Department:

- number of students per instructional grouping
- nature of courses
- number of different courses
- marking requirements
- need for, and availability of, instructional support
- concurrent instructional activities
- assigned administrative and other non-instructional responsibilities
- office hours
- whether the employee is teaching the course for the first time
- variation or changes in curriculum
- specific instructional needs of students
- assigned Prior Learning Assessment activities

8.8.2 The Institute and the Union recognize that disputes may arise regarding workload assignments within a Department.

8.8.3 An Employee or a group of Employees may dispute a proposed workload assignment by advising members of their Department in writing why they dispute the proposed workload. The Department shall provide a written response to the Employee(s) within five (5) working days of the letter being received by the Department. Where the Department does not agree that there is merit to the dispute, it shall provide written reasons for this finding.

8.8.4 If the Employee(s) is/are not in agreement with the findings of the Department and/or its remedy, the Employee(s) may refer the complaint to the appropriate Dean/Director who shall within five (5) working days investigate the matter. Upon completion of this investigation the Dean/Director shall provide the Employee(s) and the Department with written recommendations on how to resolve the dispute.

8.8.5 If the Dean's/Director's response does not resolve the dispute, the Employee(s) may, within five (5) working days of receiving the Dean's/Director's response submit the dispute to the Instructional Workload Disputes Committee, which shall consist of five (5) persons appointed by the Union from among its membership or staff, and five (5) persons from among excluded personnel appointed by the Vice-President Education. Each complaint shall be heard by a panel of four (4) Committee members, two (2) designated by each of the Union and the Institute. The Panel shall name a voting chair from among the four panel members. No panel member shall be from the Department in which the complaint originates. In the case of a deadlock, the panel shall appoint an additional member from among the remaining members of the Committee, to be named by lot.

- 8.8.6 The Panel shall, within ten (10) working days, forward its findings with respect to the complaint, together with any recommendation for remedy to the Complainant(s), the appropriate Dean/Director and Department, with a copy to the Vice-President Education , and the Union.
- 8.8.7 The recommendations of the Panel must be consistent with the objectives of the Department as set by the manager in accordance with Article 14.1 of the Collective Agreement.
- 8.8.8 Within five (5) working days of receiving the panel's decision, the Dean/Director and the Department shall advise the Vice-President, Education, with a copy to the Union, how the recommendations of the Panel will be implemented or how the problem(s) identified in the findings will be remedied.
- 8.9 Workload Assignments and Dispute Resolution (Non-Instructional Staff)
- 8.9.1 The Institute and the Union recognize that as part of the annual planning cycle disputes may arise with respect to workload assignments for non-instructional staff.
- 8.9.2 An Employee or a group of Employees shall have the opportunity to dispute workload assignments two times per year on dates determined by the Department.
- 8.9.3 An Employee or group of Employees may dispute a proposed workload assignment by advising members of their Department in writing why they dispute the proposed workload. The Department shall provide a written response to the Employee(s) within five (5) working days of the letter being received by the Department. Where the Department does not agree that there is merit to the dispute, it shall provide written reasons for this finding.
- 8.9.4 If the Employee(s) is/are not in agreement with the findings of the Department and/or its remedy, the Employee(s) may refer the complaint to the appropriate Dean/Director who shall within five (5) working days investigate the matter. Upon completion of this investigation the Dean/Director shall provide the Employee(s) and the Department with written recommendations on how to resolve the dispute.
- 8.9.5 If the Dean's/Director's response does not resolve the dispute, the Employee(s) may, within five (5) working days of receiving the Dean's/Director's response submit the dispute to the Non-Instructional Workload Disputes Committee, which shall consist of three (3) persons appointed by the Union from among its membership or staff, and three (3) persons from among excluded personnel appointed by the appropriate Vice-President(s). Each complaint shall be heard by a panel of four (4) Committee members, two (2) designated by each of the Union and the Institute. The Panel shall name a voting chair from among the four panel members. No panel member shall be from the Department in which the complaint originates. In the case of a deadlock, the panel shall appoint an additional member from among the remaining members of the Committee, to be named by lot.
- 8.9.6 The Panel shall, within ten (10) working days, forward its findings with respect to the complaint, together with any recommendation for remedy to the Complainant(s), the appropriate Dean/Director and Department, with a copy to the appropriate Vice-President(s), and the Union.
- 8.9.7 The recommendations of the Panel must be consistent with the objectives of the Department

ARTICLE 8

Workload

as set by the manager in accordance with Article 14.1 of the Collective Agreement.

ARTICLE 8

Workload

- 8.9.8 Within five (5) working days of receiving the panel's decision, the Dean/Director and the Department shall advise the appropriate Vice-President(s), with a copy to the Union, how the recommendations of the Panel will be implemented or how the problem(s) identified in the findings will be remedied.

9.1 Holidays.1 Holidays

9.1.1 Employees shall receive the following Statutory Holidays:

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

Additional Statutory Holidays proclaimed by the Province of B.C. shall be observed.

9.1.2 Unless otherwise proclaimed by the Province of B.C., or unless otherwise mutually agreed by the parties, whenever a Statutory Holiday falls on a Saturday or Sunday, the following Monday shall be observed. Should there be two (2) sequential Statutory Holidays on a Saturday and Sunday, both Monday and Tuesday will be observed.

9.1.3 Employees shall receive the following general holidays with pay:

Christmas Eve Day
New Year's Eve Day

9.1.4 When a paid holiday falls on an Employee's scheduled day of rest, the Employee shall be granted another day off in lieu taken at a time mutually agreed in writing between the Employee and the Employer.

9.1.5 When an Employee is on vacation and a day of paid holiday falls within that period, the paid holiday shall not count as a day of vacation or professional development.

9.2 Annual Vacation.2 Annual Vacation

9.2.1 Entitlement (Effective January 1, 1998)

9.2.1.1 Faculty

Regular full-time Faculty Employees shall be entitled to 43 work days of vacation per calendar year, earned on the basis of 3.58 work days per calendar month for each calendar month an employee has received at least ten (10) days pay.

9.2.1.2 Assistant Instructors

Regular full-time Assistant Instructors shall be entitled to 30 work days of vacation per calendar year, earned on the basis of 2.5 work days per calendar month for each calendar month an employee has received at least ten (10) days pay. After five (5) years of employment, a regular full-time Assistant Instructor shall receive one (1) additional day of vacation (equal to 0.083 days per calendar month) for each additional year of employment up to a maximum of ten (10) additional days.

9.2.1.1 Faculty
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9.2.1.2 Assistant Instructors Regular full-time Assistant Instructors shall be entitled to 30 work days of vacation per calendar year, earned on the basis of 2.5 work days per calendar month for each calendar month an employee has received at least ten (10) days pay. After five (5) years of employment, a regular full-time Assistant Instructor shall receive one (1) additional day of vacation (equal to 0.083 days per calendar month) for each additional year of employment up to a maximum of ten (10) additional days.

9.2.1.3 Technical Staff 2.1.3 Technical Staff

Regular full-time Technical Staff shall be entitled to 25 work days of vacation per calendar year, earned on the basis of 2.08 work days per calendar month for each month an employee has received at least ten (10) days pay. After five (5) years of employment, a regular full-time Technical Staff Employee shall receive one (1) additional day of vacation (equal to 0.083 days per calendar month) for each additional year of employment up to a maximum of ten (10) additional days.

9.2.1.4 Auxiliary Employees 2.1.4 Auxiliary Employees

Vacation pay for Auxiliary Employees shall be calculated and paid to the Employee on each pay cheque for basic wages, per Article 15 (overtime etc not included), that the Employee receives. Auxiliary Employees shall receive vacation pay but shall not accumulate vacation entitlement. Auxiliary Employees shall accumulate vacation pay at the statutory rate of four percent (4%) of basic wages.

9.2.1.5 Temporary Employees 2.1.5 Temporary Employees

Vacation pay for Temporary Employees shall be calculated and paid to the Employee on each pay cheque for basic wages, per Article 15 (overtime etc not included), that the Employee receives. Temporary Employees shall receive vacation pay but shall not accumulate vacation entitlement.

9.2.1.5.1 Temporary Faculty Employees shall accumulate vacation pay at the rate of 20% of basic wages.

9.2.1.5.2 Temporary Assistant Instructor Employees shall accumulate vacation pay at the rate of 13.04% of basic wages.

9.2.1.5.3 Temporary Technical Staff Employees shall accumulate vacation pay at the rate of 10.64% of basic wages.

9.2.1.5.4 Temporary Employees shall be entitled, upon request, to a leave without pay, during the term of their appointment, equivalent to the vacation entitlement of a Regular Employee with the same service. Such leaves will be scheduled in accordance with Article 14.2.

9.2.2 Advance Vacation Pay 2.2 Advance Vacation Pay

An Employee shall receive full vacation pay on the last pay day prior to the commencement of vacation provided the Employee has submitted a request in writing to the Payroll

Department twenty (20) working days before the commencement of vacation. An Employee whose request for a lump sum vacation is submitted less than twenty (20) working days before the commencement of vacation shall receive full vacation pay twenty (20) working days after submitting the request.

9.2.3 Vacation Period Selection.2.3 Vacation Period Selection

9.2.3.1 An Employee has the right to select a vacation period, and may take it in a continuous period or in segments at the option of the Employee subject to a schedule established by the Department, with notification to the Dean. The annual

vacation period shall be calculated exclusive of Christmas, Spring and Term break periods. The annual vacation schedule shall be subject to the essential requirements of the Department as determined by the Department. Any disputes over requirements shall be referred to the Labour/Management Committee.

9.2.3.2 If an Employee is required by the Employer to be in attendance or available during the Employee's chosen vacation time this assignment shall be deemed to be overtime, and compensated in accordance with the provisions of the Collective Agreement relating to the overtime compensation.

9.2.4 Vacation Calculation Upon Separation.2.4 Vacation Calculation Upon Separation

9.2.4.1 An Employee who leaves employment at the Institute shall receive prorated vacation time or pay in lieu of vacation based on the total vacation time accumulated during employment at the Institute less the total vacation time already taken by the Employee, with pay in lieu of vacation to be based on the regular monthly salary plus any cost of living allowance plus any administrative allowances in effect for the Employee on the last day of employment. If an Employee has taken more vacation than entitled, an equivalent sum shall be deducted from the Employee's last pay cheque.

9.2.5 Regular Part-Time Employees.2.5 Regular Part-Time Employees shall receive vacation entitlement on a prorated basis.

9.2.6 Vacation Accumulation on Leave.2.6 Vacation Accumulation on Leave

An Employee on paid Leave shall continue to accumulate vacation entitlement at the same rate as when on active duty, except when the Employee is on Maternity Leave, or on any Leave Without Pay. See also Article 2.1.6 for provisions governing benefits and vacation for Employees on Union Release Time.

9.2.7 Vacation Carryover.2.7 Vacation Carryover

9.2.7.1 An Employee has the right to carry over a maximum of ten (10) working days of vacation entitlement accumulated in any one (1) year, for use in a subsequent year, subject to Articles 9.2.7.2 and .4.

9.2.7.2 Vacation entitlement accumulated before 1979 June 28 and being carried over shall be exempt from the limits specified in Articles 9.2.7.1 and .4.

9.2.7.3 Scheduling of vacation carryover shall be subject only to the operating requirements of the Department as determined by the Department.

9.2.7.4 Vacation carryover shall be granted in successive years upon the written approval of the Department, so long as the total vacation owing in any one (1) year does not exceed fifty-eight (58) days, subject to Article 9.2.7.2.

9.2.7.5 For scheduling purposes, requests for regular annual vacation shall be given priority over vacation that has been carried over.

9.2.7.6 When an Employee is authorized to forego all or part of a scheduled vacation in a calendar year, and it is not possible to reschedule or carry over this vacation under Article 9.2.7, then the Employee shall be paid out for any days outstanding as of

December 31st of that calendar year. The payment shall be made in a lump sum, no later than the second pay period in February of the subsequent calendar year.

9.2.8 Rounding Procedures

An Employee's annual vacation entitlement shall be rounded to the nearest half day as follows:

- .00 - .249 days is rounded down to 0
- .25 - .749 days is rounded to 0.5
- .75 - .999 days is rounded to 1.0

9.3 Sick Leave.3 Sick Leave

9.3.1 A full-time Employee shall accrue one and one-half (1.5) days of non-occupational Sick Leave per month for each month of continuous service, to a maximum of two hundred fifty (250) days. Sick Leave credits shall also accrue during paid leaves. A part-time Employee shall receive pro rata Sick Leave entitlement.

9.3.2 An Employee shall advise the Manager (or equivalent) on the day of illness if unable to come to work because of illness or injury, unless the nature of the illness or injury renders this time limit impracticable. An Employee on paid leave shall notify the Employer in accordance with the provisions of Article 10.6.4.12.

9.3.3 Designated statutory holidays which fall within an Employee's Sick Leave shall not be charged against that Employee's accumulated Sick Leave credits.

9.3.4 Subject to 9.3.4.1, .2 and .3 below, and to Article 9.8, all absences on account of non-occupational illness or injury on a normal working day shall be charged against an Employee's Sick Leave credits.

9.3.4.1 There shall be no charge against an Employee's Sick Leave credits when the absence on account of illness or injury is less than one-half (0.5) day.

9.3.4.2 When the period of absence on account of illness is at least one-half (0.5) day but less than a full day, one-half (0.5) day only shall be charged as Sick Leave.

9.3.4.3 If an Employee while on vacation comes under a doctor's care for a minimum of five (5) days, the Employee shall, upon advising the relevant Manager, be granted sick leave. Claims under this clause shall be substantiated by a note from the

Employee's physician.

- 9.3.5 After an Employee has been absent on Sick Leave for either ten (10) successive working days, or for eighteen (18) working days in a calendar year, then the Employer may require the Employee to provide a statement from the Employee's personal physician specifying the nature and prognosis of the illness. Where the Employee has been absent ten (10) successive days due to a single illness, this illness shall not be counted in determining the eighteen working days.
- 9.3.6 In the case of illness of a member of the immediate family of an Employee, when no one at home other than the Employee can provide the needs of the ill person, the Employee shall be entitled, after notifying the Manager, to use annual Sick Leave entitlement up to a maximum of fifteen (15) days per annum for this purpose.
- 9.3.7 Any former Employee who receives a subsequent appointment shall be entitled to carry over all previously accumulated sick leave to the subsequent appointment, in so far as such sick leave has not been paid out.
- 9.3.8 The Institute shall allow borrowing against future earned sick leave in the event the Employee's sick leave has run out, provided that:
- 9.3.8.1 A qualified medical practitioner's report containing an estimate of when the Employee may return to work accompanies the request to borrow sick leave.
- 9.3.8.2 The Employee has successfully completed a period of employment of at least six (6) months.
- 9.3.8.3 Borrowed sick leave credits shall be charged against future earned credits.
- 9.3.8.4 The borrowed leave entitlement shall be as follows:
- 9.3.8.4.1 Employees with ten (10) years continuous service or less - up to thirty (30) working days.
- 9.3.8.4.2 Employees with more than ten (10) years continuous service - up to forty-five (45) working days.
- 9.3.8.5 The Employer has the right to establish that the criteria established in 9.3.8.1, .2, and .3 above are fulfilled.
- 9.3.8.6 The parties agree in principle that an Employee who borrows sick leave under this Article 9.3.8 shall be obligated to restore or repay such leave.
- 9.3.8.7 Further, after the parties have developed a mutually agreed form expressing this obligation, the Employer may require an Employee to sign the form before borrowing sick leave under Article 9.3.8.
- 9.3.9 Absence Due to Injury Covered by Workers' Compensation
- 9.3.9.1 An Employee who is absent due to injury covered by Workers' Compensation shall be granted Sick Leave at that Employee's regular remuneration for as long a time as is permitted under Articles 9.3.1, 9.3.7, and 9.12.2.

9.3.9.2

9.3.9.2.1 During the time specified in Article 9.3.9.1, the Workers' Compensation Board benefit shall be paid to the Institute and applied to the Employee's Sick Leave entitlement according to the following formula:

$\frac{\text{WCB Benefit (\$)} \times 21.5 \text{ days}}{\text{Regular Monthly Remuneration}} = \text{Number of Days of Sick Leave to be Credited to Employee.}$
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9.3.9.2.2 The Employee shall accumulate Sick Leave entitlement as in Article 9.3.1 during the time specified in Article 9.3.9.1.

9.3.9.3 When an Employee is absent due to injury covered by Workers' Compensation Benefit and the Employee's sick leave entitlement has been exhausted, the Workers' Compensation Benefit will then be paid directly to the Employee. If a Regular Employee is receiving a Workers' Compensation Benefit under these circumstances and has not yet been absent from work for six (6) months, the waiting period for Long Term Disability, the Employer shall pay to the Employee the difference between the Workers' Compensation Benefit and the Employee's regular salary until a six (6) month period has elapsed in which the Employee has been absent from work due to injury, provided the Employee submits to the Comptroller a statement of each cheque received from the Workers' Compensation Board.

9.4 Long Term Disability Leave.4 Long Term Disability Leave

A Regular Employee receiving Long Term Disability benefits is considered to be a Regular Employee on sick leave without pay.

9.5 Bereavement Leave and Compassionate Leave.5 Bereavement Leave and Compassionate Leave

9.5.1 In the case of death in the immediate family, the Employee shall be entitled to leave with pay for five (5) working days provided the Employee has notified the Manager. Immediate family shall mean husband, wife, child, brother, sister, parent, parent-in-law, a common-law spouse or child living in the same household, any other relative living in the same household, or any other person with the written approval of the Manager.

9.5.2 In the event of the death of the Employee's grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, the Employee shall be entitled to special leave for one (1) day for the purpose of attending the funeral.

9.5.3 If an Employee is on vacation at the time of bereavement, the Employee shall be granted Bereavement Leave and be credited the appropriate number of days of vacation leave credits.

9.6 Parenting Leaves.6 Parenting Leaves

9.6.1 Maternity Leave.6.1 Maternity Leave

- 9.6.1.1 No Employee shall be dismissed for reason of pregnancy.
- 9.6.1.2 Maternity Leave provisions shall apply to an Employee only after a period of ten (10) months from the date of her first employment by the Employer.
- 9.6.1.3 The Employer shall allow Maternity Leave for a female Employee to a maximum of three (3) months on accumulated Sick Leave, and this benefit may be used in whole or in part at the Employee's option at any time or times during pregnancy or after date of delivery within an eighteen (18) month period.
- 9.6.1.4 An Employee having insufficient accumulated Sick Leave to take advantage of Article 9.6.1.3 shall be advanced Sick Leave to the extent and in the manner provided in Articles 9.3 and 9.12.2.
- 9.6.1.5 Upon application, a pregnant Employee shall be granted automatically up to nine (9) weeks leave of absence without pay during the period immediately preceding the predicted date of delivery.
- 9.6.1.6 Following the date of delivery, the Employee must remain on leave of absence for six (6) weeks, and may opt to continue this leave for a period without pay to a maximum of eighteen (18) months from the date of delivery.
- 9.6.1.7 An Employee who is on Maternity Leave shall give written notice to the Employer at least one (1) month before the scheduled expiration of this Leave if she does not intend to return to duty at the Institute on the scheduled date or has opted for an extension of the Maternity Leave as provided for in Article 9.6.1.6.
- 9.6.1.8 If an Employee fails to return from Maternity Leave to employment at the Institute within twenty (20) working days after the scheduled date of expiration of the Maternity Leave and has not given notice as specified in Article 9.6.1.7, then the Employee shall be deemed to have resigned as of the date of expiration of the Maternity Leave.
- 9.6.1.9 Any absence due to illness during pregnancy, while an Employee is not on Maternity Leave, shall be covered by the Sick Leave provisions of this Agreement, and any claim made under this clause shall not reduce the benefit referred to in Articles 9.6.1.3 and .4.
- 9.6.1.10 If the Employee maintains coverage for benefits while on Maternity Leave, the Employer agrees to pay the Employer's share of these premiums for a period of not more than six (6) months.
- 9.6.1.11 During leave of absence without pay following the date of delivery, the Employee shall be given preference for any suitable part-time positions, subject to the provisions of the Maternity Protection Act.
- 9.6.1.12 On return to duty, the Employee shall be reinstated in a position at least the same as or equivalent to that previously held.

9.6.2 Adoption Leave.6.2 Adoption Leave

9.6.2.1 An Employee who adopts a child shall, subject to the following conditions, be granted one (1) month's leave with pay commencing immediately upon the child's arrival in the Employee's custody:

9.6.2.1.1 Application shall be made to the Dean or equivalent and include a statement that there is no adoptive parent at home other than the Employee to provide for the needs of the child;

9.6.2.1.2 The period when the Employee is on Adoption Leave shall be deducted from the Employee's sick leave credits, including borrowed sick leave as in Article 9.3 and 9.12.2.

9.6.2.1.3 The Employee must provide at least three (3) months written notice to the Employer of intention to apply for Adoption Leave. This notice is for the purpose of allowing the Employer to make advance arrangements for temporarily replacing the Employee on Adoption Leave.

9.6.2.2 The provisions of Article 9.6.1.2, .10 and .12, shall apply to Adoption Leave.

9.6.3 Parenting Leaves.6.3 Parenting Leaves

A male Employee shall be entitled, upon request, to a Leave without pay for a period not to exceed ten (10) weeks upon the birth of the Employee's child. Such leave must take place within fifty-two (52) weeks of the birth of the child.

9.7 General Purpose Leave Without Pay.7 General Purpose Leave Without Pay

9.7.1 All other provisions of this Agreement notwithstanding, an Employee may apply to the Employee's own Department for leave of absence without pay. The granting of such leave shall be limited only by the availability of a suitable replacement.

9.7.2 Leaves granted under this clause may be granted or renewed up to a total leave of three (3) years.

9.7.3 A request under this clause shall be submitted in writing and shall be approved or rejected in writing.

9.7.4 Approval of leaves under this article shall not be withheld unreasonably, and shall be granted except for stated cause as in Article 9.7.1.

9.7.5 Employees shall be responsible for the cost of all benefit premiums where as a result of taking a leave of absence pursuant to this article their full-time equivalent status falls below 0.5.

9.8 Short-term Absences or Leaves.8 Short-term Absences or Leaves

Short-term absences or leaves should be covered by the Department concerned in traditional ways and informally, where possible and where agreed to by the Department. Where Departmental approval is not forthcoming, or where traditional practices are felt by the Department or the individual applicant to be inappropriate, then the Employee has the right to apply to the Labour/Management Committee.

9.9 Jury Duty and Court Appearance Leave.9 Jury Duty and Court Appearance Leave

9.9.1 An Employee shall, upon written application to the Dean or equivalent, and upon prior written acknowledgement, be granted leave of absence with full pay for all absences resulting from or associated with being summoned to serve on a jury or being subpoenaed as a witness in civil or criminal proceedings. If required by the Dean, the Employee shall produce a summons or subpoena or submit such other evidence as will show the necessity of attendance at court.

9.9.2 Any remuneration received for jury duty shall be forfeited to the Institute.

9.10 Election Leave.10 Election Leave

The Employer shall grant, on written request, leave of absence without pay:

9.10.1 to any Employee to seek election in a Municipal, Provincial or Federal Election.

9.10.2 to any Employee elected to public office.

9.11 Pre-Retirement Leave.11 Pre-Retirement Leave

An Employee scheduled to retire and to receive a superannuation allowance under the Public Service Superannuation Act, or who has reached the mandatory retiring age, shall be entitled to:

9.11.1 a special leave for a period equivalent to forty percent (40%) of accumulated Sick Leave credit, to be taken immediately prior to retirement, or

9.11.2 a special cash payment of an amount equivalent to the cash value of the forty percent (40%) of accumulated Sick Leave credit, to be paid immediately prior to retirement and based upon the Employee's current rate of pay calculated as in Article 9.2.4.1.

9.12 Administrative Provisions.12 Administrative Provisions

9.12.1 Records.12.1 Records

By October 15 and February 15 of each year, the Employer shall provide the Union with a list, by Department, of Employees who will be absent on Special and Professional Development Leave during the current academic term. A copy of this list shall also be forwarded to the Professional Development Committees.

9.12.2 Pooling Leaves.12.2 Pooling Leaves

Sick Leave and Professional Development Leave entitlements may be pooled among Employees to the extent, and in the manner, decided by the Employees in the Department. If the pooling is proposed to occur between two (2) or more Departments, then the Employees of each Department must agree. In any case, the provisions must be approved by the Dean or equivalent before implementation. Approval shall not normally be withheld.

9.12.3 Payment of Premiums While on Leave.12.3 Payment of Premiums While on Leave

During a period of leave, the Employer shall maintain the Employer's share of benefit costs providing the Employee maintains the Employee's share, subject to the provisions in Article 9.6 Parenting Leaves and Article 9.7.5.

9.12.4 Return from Leave.12.4 Return from Leave

9.12.4.1 After a leave of absence with or without pay, an Employee shall return to at least the same or equivalent position and shall be entitled to at least the salary level which that Employee would have attained had the Employee remained at the Institute continuously, provided the leave was either:

- 9.12.4.1.1 a paid leave, at full or partial salary;
- 9.12.4.1.2 a Professional Development Leave as in Article 10.6; or
- 9.12.4.1.3 any other type of leave which in the opinion of the Employee's appropriate School/Division Professional Development Leave Committee is consistent with the purposes of Professional Development Leave as stated in Article 10.6.4.

9.12.4.2 Article 9.12.4.1 notwithstanding, where the Employer can show cause consistent with Article 19, the increment which would have been granted had the Employee on Leave remained at the Institute may be withheld.

9.12.4.3 For regular full-time Employees, a leave to be granted under Articles 10.6, 10.8, or 10.9 which would result in a total of more than three (3) successive years of leave under these clauses shall not normally be approved.

- 9.12.4.3.1 In exceptional circumstances, this provision may be waived by the parties in any specific case.
- 9.12.4.3.2 For regular part-time Employees, a year shall be deemed to be a year of absence from active duty at the Institute.
- 9.12.4.3.3 For the purposes of this clause, vacation time taken between successive leaves shall be included in the calculation of total successive years of leave.

9.12.5 The parties agree that the complete premium reduction from the Unemployment Commission accruing from the sick leave provisions of this agreement will be returned to the Employer to fund an ongoing Employee and Family Assistance Plan.

10 General

10.1 Purpose.1 Purpose

- 10.1.1 It is recognized that both the Association and the B.C.I.T. Board of Governors are committed to high quality programming at B.C.I.T. and that the responsibility for program quality and Staff Professional Development is shared by the Employer, the Employee and the Program.
- 10.1.2 To achieve excellence, the Employee should maintain currency in the Employee's area of expertise by following an active Professional Development program.
- 10.1.3 The Employer should ensure that the Employees have the necessary resources to carry out their duties, and will encourage and financially support Employees' Professional Development programs.
- 10.1.4 The general purpose of Professional Development Leave is to promote leadership in technological education through leaves intended to enhance the Professional Development of individual Employees by maintaining their currency, flexibility and/or professional competence.

10.2 Instructional Skills Development.2 Instructional Skills Development

- 10.2.1 The development and advancement of faculty instructional skills is central to B.C.I.T.'s mission of educational quality and instructional excellence.
- 10.2.2 All new full-time teaching Faculty and Assistant Instructors will attend a five (5) day orientation program in July or August, prior to the commencement of classes or during the evening and Saturdays in the academic year. In addition, these Employees will be required to participate in a variety of follow-up activities during their first year of teaching. Employees will be on salary during these sessions supported through their program budgets, and additional orientation costs will be charged to the Instructional Development Fund.
- 10.2.3 In support of Instructional Development, funding of \$125,000 for the year commencing April 01 will be established for all Institute full-time, part-time, day program and Part-Time Studies (Continuing Education) Teaching Employees to support activities and resources directly related to the improvement of teaching. Activities such as in-service workshops, facilitator training, a yearly Instructional Development symposium, Instructional Development grants and acquisition of resources on teaching and learning are examples of the types of initiatives to be supported by the fund.
- 10.2.4 Overall management and direction for these funds will be provided by the Instructional Development Committee composed of one Faculty or Assistant Instructor representative from each School (4) appointed by the Association, an Association Executive member and two Management representatives; one from Education and one from Student Services and Educational Support. An annual plan and budget will be developed by the Committee and a year end report of activities compiled for distribution to the B.C.I.T. community.

10.3 Professional Development Expenses Fund, Program-Administered (Conferences/Courses/Seminars; Other Related Activities; Resources; Equipment).3
Professional Development Expenses Fund, Program-Administered(Conferences/Courses/Seminars; Other Related Activities; Resources; Equipment)

10.3.1 It is recognized that Programs and Program Groups remain current through maintaining active relevant contacts with business, industry, technical associations and other academic institutions.

10.3.2

10.3.2.1 The general purpose of the Professional Development Expense Fund is to promote leadership in technological education through funding of relevant professional development activities and/or the purchase of equipment or services which maintain currency, flexibility, and professional competence of Employees or augment the professional development of the individual Employee.

10.3.2.2A qualifying Employee shall be entitled to Professional Development funds for the purposes of attending short courses or conferences; undertaking research; paying the costs of Educational/Professional/Technical opportunities; purchasing tools, equipment, computer hardware or software; or defraying costs of professional fees and expenses, such as those listed in 10.3.3.

10.3.2.3If equipment is purchased from pooled or individual funds, the ownership and responsibility for the item(s) purchased resides with the Employee.

10.3.3 This provision may be used to cover annual professional fees such as P.Eng., CA, CGA, Bar Association, CMA (RIA), CPA, RN, CSLT, RT, ART, CAMRT, RPF, ASCTT or other professional association fees which control or license the individual to practice their profession.

10.3.4

10.3.4.1These funds shall be administered in the agreed upon manner by the Program Group but, without limiting the right of the Employee to use the funds for the purposes stated. To access grants from these funds, an individual or group applies to the Program Group which has the responsibility to administer the allocation of the funds.

10.3.4.2The Program Group shall administer the pooled funds with the intention of allowing the members of the Program Group who participate in the Professional Development pool approximately equal access to unreserved, pooled Professional Development funds over a reasonable time.

10.3.4.3Any dispute regarding the disposition of funds shall be referred to the Labour/Management Committee for decision.

10.3.5 The Program Group will receive the amounts stated in 10.3.5.1 and .2 below for the purpose of funding Professional Development activities, and all Employees who qualify under this Article are entitled to funds for Professional Development activities as follows:

10.3.5.1Beginning with year commencing April 1, 1993, an annual amount of \$709.00 for each Employee eligible as in Article 10.3.7 below.

10.3.5.2 Beginning with the year commencing April 1, 1994, any Employee at Faculty Step 12 as at April 1 of the year shall receive an amount of \$251.00 in addition to the amounts in 10.3.5.1 or .3.

10.3.5.3 Individuals within the Group may decline to participate in the pooled sharing of funds. If they prefer, they can claim an amount of \$559.00 beginning with the year commencing April 1, 1993 to be dedicated to their personal Professional Development activities. The Program Group will then reserve these funds for those individuals. Expenditure of individual funds is still subject to program approval.

10.3.5.3.1 Individuals choosing to claim amounts for personal Professional Development activities as in 10.3.5.3 may accumulate these funds over time.

10.3.5.3.2 The accounting for these reserved funds shall be a matter between the individual and the Program Group, and the Institute shall have no responsibility in this matter.

10.3.6 Existing banked Professional Development funds earned before 1989 April 01 will not in any way be affected by the changes herein regarding handling of Professional Development funds. The individual will apply to the Program Group for expenditure of these funds.

10.3.7 Categories and Conditions for eligibility:

10.3.7.1 To qualify for Professional Development fund entitlement an Employee must be employed under one of the following conditions:

10.3.7.1.1 As a Regular Employee; or

10.3.7.1.2 As a Temporary Employee whose current appointment is for a term of nine months or more; or

10.3.7.1.3 As a full-time Temporary Employee whose current term of employment when combined with previous terms of employment total nine months or more, provided that such employment periods are only counted towards one entitlement as in 10.3.5.

10.3.7.2 Part-time Regular or Temporary Employees, other than Continuing Education Employees, shall be counted in calculating the total funds available to the Program Group as follows:

10.3.7.2.1 For Teaching Faculty Employees, 585 hours of employment shall add one entitlement to a pooled fund available to the Program Group and pro-rata;

10.3.7.2.2 For Non-Teaching Faculty Employees, 1519 hours of employment shall add one entitlement to a pooled fund available to the Program Group and pro-rata;

10.3.7.2.3 For other Non-Teaching Employees, 1645 hours of employment shall add one entitlement to a pooled fund available to the Program Group and pro-rata;

- 10.3.7.2.4 For Assistant Instructors, 920 hours of employment shall add one entitlement to a pooled fund available to the Program Group and pro-rata.
- 10.3.8 Employees who do not qualify for individual Professional Development funds may apply to their programs for a grant from the pooled funds for the purpose of defraying the cost of Professional Development activities. The Program Group shall authorize such disbursements if there are sufficient funds and if the proposed Professional Development is consistent with the purposes of the fund.
- 10.3.9 Employees or Program Groups may choose to share funds with Employees in other Program Groups, with the approval of the Program Groups.
- 10.3.10 Any Professional Development funds allocated to the Program Group which remain unspent at year-end will carry over in a Program Group account for the use of that Program Group during succeeding years.
- 10.4 Professional Development (Other Staff Supercommittee) Leave Fund - Indexing Formula.4
Professional Development (Other Staff Supercommittee) Leave Fund - Indexing Formula
- 10.4.1 For the fiscal year 1987/88, the Professional Development Leave fund will be budgeted at \$500,000 per annum and;
- 10.4.2 For subsequent Institute fiscal years, the Professional Development Leave Fund will be adjusted based on the following indexing formulae:
- 10.4.3 Base Year: Current Step 11 Faculty annual rate times 70% divided into \$500,000 equals the base year index factor, i.e., $46,478 \times 70\% = 32,534.60$. $500,000 \div 32,534.60 = 15.4$ (rounded).
- 10.4.4 Subsequent Fiscal Years: Revised Faculty Step 11 annual rate times 70% and times the base year index factor (15.4) equals new Professional Development Fund allocation.
- 10.4.5 Application:
- 10.4.5.1 The Professional Development Leave Fund will be revised based on the change to the Faculty Step 11 occurring in each fiscal year to which the Professional Development fund applies.
- 10.4.5.2 The first Professional Development Leave Fund indexing shall be applied on 1988 April 01, and subsequent indexing shall occur effective April 01 of each year.
- 10.4.5.3 The revised Professional Development Leave Funds will be allocated to the Schools and Divisions as at present and shall provide for the payment of salary, benefits and annual vacations for Employees receiving approval under the Professional Development provisions.
- 10.4.6 Beginning 1990 April 01 the figure arrived at as above will require a further calculation showing the pro-rata amount to be allocated for the Professional Development (Other Staff SuperCommittee) Leave Fund, basing it on the number of eligible (five-year or more service)

Employees in the "Other Staff" group. For example, if eligible "Other Staff" represented 25% of the eligible Association complement, then the figure arrived at above would be multiplied by 25% to obtain the actual "Professional Development (Other Staff SuperCommittee) Fund" figure.

10.5 Professional Development (Teaching Faculty) Leave Fund - Indexing Formula.5 Professional Development (Teaching Faculty) Leave Fund - Indexing Formula

10.5.1 For the fiscal year 1987/88, the Professional Development Leave fund will be budgeted at \$500,000 per annum and;

10.5.2 For subsequent Institute fiscal years, the Professional Development Leave Fund will be adjusted based on the following indexing formulae:

10.5.3 Base Year: Current Step 11 Faculty annual rate times 70% divided into \$500,000 equals the base year index factor, i.e., $46,478 \times 70\% = 32,534.60$. $500,000 \div 32,534.60 = 15.4$ (rounded).

10.5.4 Pursuant to the provisions of Article 21.3, the parties agree that Teaching Faculty Professional Development under Article 10.5 will be amended at Article 10.5.4 by altering the base year index factor to 16.0 effective April 1, 1992.

10.5.6 Subsequent Fiscal Years: Revised Faculty Step 11 annual rate times 70% and times the base year index factor (16.0) equals new Professional Development Fund allocation.

10.5.6 Application:

10.5.6.1 The Professional Development Leave Fund will be revised based on the change to the Faculty Step 11 occurring in each fiscal year to which the Professional Development fund applies.

10.5.6.2 The first Professional Development Leave Fund indexing shall be applied on 1988 April 01, and subsequent indexing shall occur effective April 01 of each year.

10.5.6.3 The revised Professional Development Leave Funds will be allocated to the Schools and Divisions as at present and shall provide for the payment of salary, benefits and annual vacations for Employees receiving approval under the Professional Development provisions.

10.5.7 Beginning 1990 April 01 the figure arrived at as above will require a further calculation showing the pro-rata amount to be allocated for the Professional Development (Teaching Faculty) Leave Fund, basing it on the number of eligible (five-year or more service) Employees in the Teaching Faculty group. For example, if eligible Teaching Faculty represented 75% of the eligible Association complement, then the figure arrived at above would be multiplied by 75% to obtain the actual Professional Development (Teaching Faculty) Fund figure.

10.6 Professional Development Leave.6 Professional Development Leave

10.6.1 These Leaves are to be funded by an amount determined per Article 10.4 and 10.5 and

applied in accordance with 10.6.5 following.

10.6.2 The funds generated in Article 10.5 shall be divided among School Committees and the Academic Studies Committee, on a pro-rata basis by number of eligible (five-year) Regular Employees, in such a way that all Teaching Faculty Employees have access to the Leave.

10.6.3 The funds generated in Article 10.4 shall be allocated to the Other Staff Super-Committee on a pro-rata basis by number of eligible (five-year) Regular Employees, in such a way that all such Other Staff Employees have access to the Leave.

10.6.4 General Purposes

10.6.4.1 The general purpose of Professional Development Leave is to promote leadership in technological education through leaves intended:

10.6.4.1.1. to maintain currency, flexibility and professional competence of Employees, and

10.6.4.1.2 to augment the professional development of the individual Employee.

10.6.5 Remuneration

10.6.5.1 An Employee on paid Professional Development Leave shall be reimbursed at seventy percent (70%) of the Employee's regular remuneration, except that this 70% shall be reduced by the amount by which the Employee's income stemming directly from the approved leave activity exceeds thirty percent (30%) of that regular remuneration. The Employer shall provide the Employer's share of premium contributions as specified in Article 9.12.3 (pro-rated to the percent of salary paid by the Employer).

10.6.5.2 Article 10.6.5.1 notwithstanding, an Employee on paid Professional Development Leave may be reimbursed above seventy percent (70%) to a maximum of one hundred percent (100%) of the Employee's regular remuneration if the leave is for three (3) months or less, is chiefly for the purpose of 10.6.4.1.1 above, and provided that the grant, when combined with income stemming directly from the specified leave activity, does not total more than one hundred percent (100%) of the Employee's regular remuneration.

10.6.5.3 For the purposes of Article 10.6.5.1 and .2, "remuneration" means basic salary, but does not include allowances for administrative responsibilities, such as Chief Instructor or Senior Instructor allowances.

10.6.5.4 Applicants may propose payment for tuition, instead of a leave, where the payment is applied to the tuition costs of a course or courses to be carried out where the applicant is continuing in employment activities at the Institute. "Tuition Only" payments may be made for consecutive terms of study where approved by the Committee.

10.6.6 Professional Development Leave Committees

10.6.6.1

10.6.6.1.1 For Teaching Faculty, each School and Academic Studies (the Departments of Communications, Mathematics, Chemistry and

Physics) shall establish a Professional Development Committee consisting of three (3) excluded management personnel and three (3) representatives appointed by the Union. The Dean or (Associate Dean in the case of Academic Studies) shall act as non-voting Chair.

10.6.6.1.2 For all Other Staff (Support Faculty, Assistant Instructors and Technical Staff) the Institute shall establish an "Other Staff SuperCommittee" which shall be composed of one representative from each school or division appointed by the Union and an equal number of excluded management representatives. A Vice-president or equivalent shall act as non-voting Chair.

10.6.6.1.3 The Committee shall make decisions by majority vote of individual members.

10.6.6.2 Appointments to the Committees shall be made by October 1st of each year.

10.6.6.3 The Committees shall receive all applications from Employees in the School or Division for Professional Development Leaves and shall grant leaves to those who qualify, so far as funds allow.

10.6.6.4 The Committees may consult resource persons as necessary for proper consideration of any application.

10.6.6.5 Any applicant shall, upon request, be permitted to appear in person when the Committee is considering the applicant's case.

10.6.6.6 The Committees shall act in a manner fair, reasonable and consistent with the Collective Agreement.

10.6.6.7 Deadlocks in the Committees shall be referred to the parties for resolution, as shall questions of interpretation or application of the Collective Agreement. An applicant may appeal, on the basis of Article 10.6.6.6 above, to the Labour/Management Committee. Deadlocks between the parties are subject to the grievance procedures.

10.6.7 General Criteria and Requirements

10.6.7.1 Professional Development Leave may be for a period of up to one (1) year and may be renewed or extended.

10.6.7.2 An Employee must have completed five (5) years of full-time consecutive employment or equivalent part-time employment at B.C.I.T. as calculated in Article 7.3.1.4 to be eligible for Professional Staff Development Leave of more than three (3) months. Only Regular Employees are eligible for these leaves. For each successive leave of one year, the Employee must have completed a further two (2) years of full-time consecutive employment or equivalent part-time employment.

10.6.7.3 Only applications which are consistent with the general purposes of Professional Development Leaves as in 10.6.4 will qualify for paid leaves under this Article.

- 10.6.7.4 Applications must be submitted to the Professional Development Leave Committee, with a copy to the Manager, no later than February 1st for a leave to become effective during the fiscal year commencing April 1 following the application deadline. The Professional Development Leave Committee shall waive the deadline in any specific case if there are special circumstances which justify doing so. Applicants who apply prior to February 1st shall be notified of the Committee's decision no later than February 15.
- 10.6.7.5 The application must be accompanied by statements from the Employee's Manager and Employees in the Department concerning the expected value of the proposed leave.
- 10.6.7.6 The application must include a statement of the applicant's intention to continue employment at the Institute at the expiry of the leave. In accepting a paid leave, the Employee shall be deemed to accept the obligation to undertake a subsequent period of employment equal in time to the period of paid leave.
- 10.6.7.7 The application must include a statement of the proposed courses, study or work experience, and of the applicant's perception of the relevance of the planned activity to the applicant's current or possible future role in the Institute, or to the Institute's concerns.
- 10.6.7.8 The applicant shall include, where relevant, adequate documentary evidence of acceptance into the proposed program of studies or work experience situation. The Professional Development Leave Committee shall waive this requirement if time constraints require. However, the Employee on leave shall supply such documentation to the Committee as soon as available.
- 10.6.7.9 When an approved Professional Development Leave involves enrolment in an institution, the Employee shall send the Professional Development Leave Committee documentary evidence of acceptance and enrolment, within ten (10) working days of the Employee receiving such evidence.
- 10.6.7.10 The application must include a statement of any wage or salary remuneration expected to stem directly from the proposed leave activity.
- 10.6.7.11 An Employee who becomes ill while on paid leave shall inform the Employer if, and as soon as, the Employee becomes aware that the illness is likely to affect the carrying out of the planned activity. An Employee on Professional Development Leave shall be entitled to Sick Leave at one hundred percent (100%) of the Employee's regular remuneration, subject to the provisions of Articles 9.3 and 9.12.2.
- 10.6.7.12 An Employee on Professional Development Leave shall inform the Professional Development Leave Committee of any change in the circumstances of the Employee's Leave activity, as soon as the necessity or decision for such change is clearly and finally known to the Employee. The Professional Development Leave Committee shall then review the revised proposal for the Leave in accordance with Article 10.6 and shall either approve the revised Leave or withdraw approval effective the end of the current academic term, but the Employee shall not be held responsible for

reimbursing the Institute for the funds expended or committed to the Leave up to the effective date of withdrawal or approval. Approval of a revised leave shall not be unreasonably withheld.

- 10.6.7.13 The Employee on Leave shall have the obligation to keep the Institute informed of means to contact the Employee including expected address and telephone number.
- 10.6.7.14 Within one (1) month, exclusive of vacation time, after expiry of the Professional Development Leave, an Employee shall present a written report of relevant activities during the Leave to the Employee's Department and the Professional Development Leave Committee and shall report to the Committee income stemming directly from approved leave activity.
- 10.6.7.15 Actions and decisions of the Committee shall be deemed to be actions of the Employer and shall be grievable.

10.6.8 Special Criteria

- 10.6.8.1 If there are insufficient funds to enable all qualifying leaves to be granted, the following weighting factors shall be applied:
 - 10.6.8.1.1 Weight and significance of the proposed activity in terms of the standards of the field in which it is planned; the more weight or significance, the higher the priority.
 - 10.6.8.1.2 Clarity of the planned program; the greater the clarity, the higher the priority.
 - 10.6.8.1.3 Total length of previous paid leaves; the shorter the leave, the higher the priority.
 - 10.6.8.1.4 Length of employment since a previous paid leave; the greater the length of intervening employment, the higher the priority.
 - 10.6.8.1.5 Equalization of leave opportunity among individual Employees in different Departments; priority shall be given to leaves which tend to equalize opportunity.
 - 10.6.8.1.6 The rarity of occurrence of the planned activity; e.g. a once-in-ten-years conference as compared to courses offered every year; the rarer the occurrence, the higher the priority.
 - 10.6.8.1.7 Seniority, if all other relevant factors are equal; the greater the seniority, the higher the priority.
 - 10.6.8.1.8 Other factors above being equal, leaves involving work experience may be given priority over leaves involving solely study, research, or course activity.

10.7 Development Leave, Short-term - Technical Staff and Assistant Instructors.7 Development Leave, Short-term - Technical Staff and Assistant Instructors

10.7.1 In addition to entitlement to all other leaves available to an Employee under this Agreement, a Technical Staff or an Assistant Instructor Employee shall be entitled to a total of six (6) weeks leave per year at the Employee's regular rate of pay for the purpose of attending conferences, courses, visiting in industry or other educational institutions. The leave may be taken in a single block of time or may be taken in weeks, days, or hours at a time.
An Employee's regular rate of pay shall be reduced by the amount of other income earned by the Employee from activities scheduled directly pursuant to the leave under this article. Earnings from intellectual property shall be exempted from this provision.

10.7.2 No more than four (4) weeks will be taken between September 1st and May 31st.

10.7.3 Additional Leave may be taken without pay in days at a time or weeks at a time, and may be cumulative to twelve (12) weeks.

10.8 Professional Development Leave Without Pay.8 Professional Development Leave Without Pay

10.8.1 After three (3) years of employment at the Institute, an Employee may apply to the Employee's Department, for up to one (1) year's leave without pay for the purpose of gaining experience in the Business, Engineering, Health, Academic, or Educational communities. The leave may be renewed annually for up to three (3) years. The granting of such leave shall be limited only by the availability of a suitable replacement for the Employee. The applicant under this clause shall consult with the Manager.

10.8.2 Employees who have made application for Professional Development Leave which has not been granted under Article 10.8.1 above may appeal to the appropriate Professional Development Leave Committee.

10.8.3 Any leaves granted under Articles 10.8.1 and .2 above shall be granted or rejected in writing, with a copy to the Union.

10.8.4 The Employer shall pay all benefit premiums while an Employee is on leave pursuant to this article. Where an Employee's leave period exceeds twelve (12) consecutive months without a return to assigned duties for a minimum of two months, benefit premiums shall not be paid by the Employer unless the subsequent period of leave is for purposes of pursuing a credential.

10.9 Exchange Leave/Secondment10.8.4 The Employer shall pay all benefit premiums while an Employee is on leave pursuant to this article. Where an Employee's leave period exceeds twelve (12) consecutive months without a return to assigned duties for a minimum of two months, benefit premiums shall not be paid by the Employer unless the subsequent period of leave is for purposes of pursuing a credential.10.9 Exchange Leave/Secondment

10.9.1 An Employee may apply to the Employee's Department for an Exchange Leave subject to the following provisions:

10.9.1.1 An Exchange Leave or secondment shall be for the purpose of enabling an Employee to teach or to provide technical services at another institution or in

industry either in Canada or elsewhere. During a secondment, the
Professional Development

institution or industrial organization at which the Employee is appointed shall be expected to reimburse the Institute for the Employee's full remuneration. For an Exchange Leave, the Institute shall reimburse one of its own Employees who has agreed to exchange duties with the Employee on Leave. The Employee from the outside institution or industry shall be considered a Temporary Employee, with terms of reference to be by mutual agreement in each specific case. In any case the qualifications and experience of the incoming Exchange Employee shall be acceptable to the Departmental Selection Committee.

10.9.1.2 An Employee on Exchange Leave/Secondment shall be reimbursed by the Institute at the Employee's regular rate of remuneration.

10.9.1.3 An Exchange or Secondment may be granted or renewed for a period of up to three (3) years.

10.10 Employer-Requested Upgrading Leave.10 Employer-Requested Upgrading Leave

When an Employee is requested by the Employer to take an upgrading course, the full cost of the course, including travel expenses, shall be borne by the Employer, and the Employee shall suffer no monetary or other loss, and shall continue to accrue service credit for all purposes during such period.

10.11 Employee Registration In Institute Courses.11 Employee Registration In Institute Courses

Regular Employees will be able to take any Part-time Studies/Continuing Education courses offered by the Institute without paying the tuition fee provided that:

10.11.1 the Employee satisfies the normal course prerequisites; and

10.11.2 no fee paying student is displaced; and

10.11.3 Distance Education or Clinical courses are not covered by this provision. However Employees may access these by utilizing Professional Development funds to pay for course fees, etc.

10.11.4 Employees who are not paying tuition, do not count towards the minimum number of students required to ensure that a particular course runs.

(This clause represents existing Institute policy)

11.1 Placement Committee

- 11.1.1 Each School and Division shall have a Placement Committee composed of seven (7) members, three (3) members appointed by the Employer, three (3) members appointed by the Union, with the Dean or equivalent as Chair.
- 11.1.2 The Placement Committee shall be responsible for recommending to the parties:
- 11.1.2.1 Alterations to the criteria for Initial Placement (Article 11.2).
 - 11.1.2.2 Action on Employee advancement as specified in the Agreement.
 - 11.1.2.3 Action on applications and appeals with regard to placement or advancement on Salary Scales (Articles 11.2, 11.3, 11.4, 11.5, 11.6, and 11.7).
 - 11.1.2.4 Action on Assistant Instructor and Technical Staff promotion to Faculty (Articles 11.5.6 and 11.7.12).
- 11.1.3 The Placement Committee shall make its decision by majority vote with the Chair voting only in the event of a tied vote.
- 11.1.4 The Placement Committee shall give the decision, including reason, in writing to the applicant or appellant.
- 11.1.5
- 11.1.5.1 Each Placement Committee shall be responsible for functions provided in the Collective Agreement and relevant Memoranda of Agreement and shall keep a detailed and complete record of all proceedings. Copies of such records shall be sent to the Employee and the Union.
 - 11.1.5.2 These records shall be kept in the form of minutes with the addition of any other information required to make up a complete and detailed record of the proceedings of the Committee.
 - 11.1.5.3 Operating procedures not specified in the Collective Agreement shall be the responsibility of each Committee.
 - 11.1.5.4 Such procedure shall not constitute nor result in additional requirements for placement or advancement beyond those specified in the Agreement.
- 11.1.6 Questions of interpretation and application of the Collective Agreement shall be referred to the Labour/Management Committee.
- 11.1.7 Appeals resulting from action taken by the Placement Committee shall be reviewed by the Placement Committee. If the appeal is pursued it shall then be referred to the Labour/Management Committee. Any action taken by the Labour/Management Committee shall not prejudice the Employee's right to grieve.
- 11.1.8 When considering advancement of an Employee who is at a step on the salary scale where further progress is not automatic, then, subject to 19.4.2, the Employee's advancement shall be considered solely on the basis of the Employee's qualifications.
- 11.1.9 Approval of Programmes to Improve Qualification

11.1.9.1 An Employee may present directly to the Placement Committee a proposal for a programme to improve qualifications, and the Placement Committee shall then determine whether, upon completion of this programme, the Employee's qualifications would satisfy the criteria for advancement past the Employee's next barrier on the salary scale, or meet requirements for an extra increment under Article 11.3.3 or 11.5.4.

11.1.9.2 If an Employee has completed a programme of professional development which was previously approved by the Placement Committee in 11.1.9.1 then the Employee shall advance.

11.2 Faculty Initial Placement.2 Faculty Initial Placement

11.2.1 The initial placement of a Faculty Employee shall be recommended by the Departmental Selection Committee to the Dean.

11.2.2 The following criteria and only these criteria subject to Article 11.2.3 shall determine the number of steps beyond Step 1 at which any Employee shall be initially placed.

11.2.2.1 At step two for a degree at the Bachelor level;

11.2.2.2 At step three for a Masters Degree;

11.2.2.3 At step four for a Ph.D Degree;

11.2.2.4 One (1) additional step for a second Bachelor, Masters or Ph.D Degree, (not to exceed four steps in total for post-secondary degrees);

11.2.2.5 One (1) additional step where a Diploma of Technology or A.R.T. is required to obtain the position and:

11.2.2.5.1 the Diploma did not form part of the academic credit of a degree previously credited for a step;

11.2.2.5.2 the A.R.T. is held in addition to an R.T.

11.2.2.6 One (1) additional step for professional certification such as P. Eng., CA, CGA, CMA (RIA), CAMRT, CSLT, RT, RN, RPF, PAG, CET, ASCT, CIQS;

11.2.2.7 One (1) additional step for each year of post-secondary teaching experience to a maximum of three (3) steps;

11.2.2.8 One (1) additional step for each two (2) years of teaching experience other than post-secondary, to a maximum of two (2) steps;

11.2.2.9 One (1) additional step for each two (2) years of relevant employment experience to a maximum of five (5) steps.

11.2.3 The Departmental Selection Committee shall initially decide the equivalence of any certification or qualification not specified in this Agreement.

11.2.4

11.2.4.1 Teaching in Continuing Education and Industry Services and on other campuses shall be credited in determining initial placement of an Employee. Five hundred and eighty-five (585) hours of such teaching is the equivalent of one (1) year of teaching experience as recognized in the Institute.

11.2.4.2 If an applicant from outside the Institute has teaching experience, this experience shall receive credit, but the time credited to teaching experience shall be deducted from the total work experience adduced by applicant.

11.2.4.3 Teaching experience at B.C.I.T. shall be credited as in Article 11.2.4.1 for Assistant Instructors or Technical Staff who are promoted to Faculty.

11.2.5 The Dean or equivalent shall ensure that the placement criteria are applied uniformly throughout the Division. Should the Dean not concur with the placement recommendation of the Departmental Selection Committee, the Dean must convey the reasons in writing to the Departmental Selection Committee. (Article 5.2.3).

11.2.6 An analysis of placement on the current salary scale shall accompany the letter of appointment sent to the candidate. An Employee who disagrees with the placement made on the salary scale may appeal the initial placement on the salary scale to the Placement Committee within six (6) months of the date of appointment. A newly appointed Employee shall be informed by the Employer of this right of appeal at the date of appointment.

11.3 Faculty Advancement.3 Faculty Advancement

11.3.1

11.3.1.1 Subject to 11.3.1.2, full-time Regular Faculty Employees shall advance one step on the Faculty Salary Scale each year on April 01 or October 01. When the anniversary date of an initial appointment is between January 01 and June 30, the increment date shall be April 01. When the anniversary date of an initial appointment is between July 01 and December 31, the increment date shall be October 01. Annual increments shall be subject to the provisions below.

11.3.1.1.1 When a Temporary or Part-time Regular Employee becomes a Full-time Regular Employee then, for the purposes of increments, the "anniversary date of initial appointment" as per Article 11.3.1.1 shall be deemed to be the next temporary increment due date.

11.3.1.1.1.1 For example: A temporary Employee is due an increment per 11.3.2 on December 1, 1991. That Employee becomes Regular effective September 1, 1991. Therefore, an anniversary date of December 1, 1991 is established and October 1, 1991 becomes the new and ongoing increment date.

11.3.1.2A Faculty Employee who has been evaluated as unsatisfactory by Performance Appraisal may be prevented from receiving an increment until the next increment date or one (1) year at the discretion of the Manager. The Manager must give reasons for each action in writing to the Employee so affected.

11.3.1.3 No Employee shall be prevented from receiving an increment for more than one (1) year unless no improvement in performance has occurred according to Performance Appraisal.

11.3.1.4 The decision that an increment shall be withheld must be submitted by March 15 to withhold the April increment and by September 15 to withhold the October increment.

11.3.1.5 The Employee may appeal according to the Grievance Procedure on the grounds of procedures or equity.

11.3.2

11.3.2.1 Temporary and Part-time Regular Employees shall receive their first increment (advance one step on the Faculty Salary Scale) on the first of the month following the completion of the equivalent of the annual workload of a full-time Regular Faculty member.

11.3.2.2 Providing that ten (10) months of Full-time equivalent Faculty work has accrued in the calendar year since the last increment, subsequent increments shall be due on the same day one year later.

11.3.2.3 If ten (10) months of Full-time equivalent Faculty work has not accrued in the calendar year since the last increment, subsequent increments shall be due on the first of the month following the completion of the equivalent of the annual work load of a Full-time Regular Faculty member.

11.3.2.4 A Temporary or Part-time Regular Employee may not receive a subsequent increment in a time span of less than one calendar year.

11.3.3 A Regular Faculty Employee, or a Temporary Faculty Employee who has completed six (6) months or more of continuous service, may advance one extra step or more on the salary scale in a given year as recognition for an achievement which brings recognition to the Institute or for educational or professional achievement by application to and at the discretion of the Placement Committee (Article 11.1). The salary increases resulting from this advancement shall take effect on the first pay period following completion of the achievement or service on which this advancement is based.

11.4 Assistant Instructor Initial Placement

11.4.1 The initial placement of an Assistant Instructor shall be recommended by the Departmental Selection Committee (article 5.2.3) to the Dean.

11.4.2 An Employee hired as an Assistant Instructor shall be placed as follows:

11.4.2.1 Step 1 for an Employee having the qualifications or their equivalent, as expressed in AP2.3.3 in Appendix 2.

11.4.2.2 One additional step, to a maximum of two steps, for each year of relevant

experience above those specified at AP2.3.3.2 in Appendix 2.

11.4.3 The Dean or equivalent shall ensure that the placement criteria are applied uniformly throughout the Division. Should the Dean or equivalent not concur with the placement recommendations of the Departmental Selection Committee, the Dean or equivalent must convey the reasons in writing to the Departmental Selection Committee.

11.4.4 An analysis of placement on the current salary scale shall accompany the letter of appointment sent to the candidate. An Employee who disagrees with the placement made on the salary scale may appeal the initial placement on the salary scale to the Placement Committee within six (6) months of the date of appointment. A newly appointed Employee shall be informed by the Employer of this right of appeal at the date of appointment.

11.5 Assistant Instructor Advancement

11.5.1 Increments

11.5.1.1 Full-time Assistant Instructors shall advance one (1) step on the Salary Scale each year on April 01 or October 01. When the anniversary date on an initial appointment is between January 01 and June 30 then the increment date shall be April 01. When the anniversary date of an initial appointment is between July 01 and December 31, the increment date shall be October 01. Annual increments shall be subject to the provisions herein.

11.5.1.2 An Assistant Instructor who has been evaluated as unsatisfactory by Performance Appraisal may be prevented from advancing on the Salary Scale that year at the discretion of the Manager. The Manager must give reasons for such actions in writing to the Employee so affected. The Employee may appeal according to Grievance, Article 3, on grounds of procedures or equity. It is understood that Article 11.5.1.2 would take effect only in extraordinary circumstances.

11.5.2 Temporary Advancement to Faculty Positions

11.5.2.1 An Assistant Instructor may be assigned or appointed on a temporary basis to replace or substitute for a teaching Faculty Employee who is absent.

Such assignment or appointment shall be recommended by the Manager after consulting with the Employees in the Department. It may also be recommended through the normal selection process as defined in Article 5.2. The decision or method of appointment shall be Departmental.

11.5.2.2 Subject to the provisions of Article 11.5.6.3, the Assistant Instructor shall be placed on the Faculty salary schedule in accordance with Article 11.2, Faculty Initial Placement.

11.5.2.3 Substitution or replacement pay as specified in Article 11.5.6.2 and .3 will apply only if such assignment or appointment is more than a total of five (5) working days in any term.

11.5.2.4 All other provisions for Faculty shall apply during the Employee's term as Faculty

- 11.5.3 When an Assistant Instructor is promoted to Faculty, that Employee's salary shall be set at a level according to Articles 11.5.6.2 and .3.
- 11.5.4 An Assistant Instructor who is returned to former duties after having been advanced under Article 11.5.2 shall be placed at the salary step the Employee would have reached at that time if the Employee's duties had not changed.
- 11.5.5 A Regular Assistant Instructor, or a Temporary Assistant Instructor who has completed six (6) months or more of continuous service, may advance one (1) extra step or more on the salary scale in a given year as recognition for an achievement which brings recognition to the Institute or for educational achievement or technical or professional achievement by application to and at the discretion of the Placement Committee (Article 11.1). The salary increase resulting from this advancement shall take effect on the first pay period following completion of the achievement or service on which this advancement is based. Advancement under this article shall not result in an Employee's regular annual increment date being changed.
- 11.5.6 Assistant Instructors - Filling Faculty Positions
- 11.5.6.1 An Assistant Instructor may apply under Article 11.5.6.1 for promotion to Faculty which under the following conditions shall be approved by the Placement Committee:
- 11.5.6.1.1 The Employee is currently solely responsible for developing and presenting both lecture and laboratory material in accord with regular Faculty responsibilities Article 8.2 and 1.4.
- 11.5.6.1.2 Such responsibility has been continuous for two (2) academic years (if not replacing Faculty Employees in this time), or the Employee has been replacing one or more Faculty Employees, for a total of three (3) years without a break of more than five (5) months, or in any case where a combination of the above results in three (3) years of service as a Faculty Employee without a break of more than five (5) months). The prospect of the replacement employee becoming permanently classified as Faculty shall in no way militate against selection for such replacement duty.
- 11.5.6.1.3 The Employee has the academic qualifications normally required for a Faculty position or the equivalent in relevant experience and/or teaching experience, including teaching experience at the Institute.
- 11.5.6.2 Subject to the provisions of Article 11.5.6.1, the Assistant Instructor shall be placed on the Faculty Salary Scale in accordance with the initial placement criteria (Article 11.2).
- 11.5.6.3 Article 11.5.6.2 notwithstanding, when an Assistant Instructor fill a Faculty position the Employee shall be given a raise in salary at least equal to one (1) salary

increment on the Faculty Salary Scale. If this raise is less than \$100/month the Employee will be placed on the next higher step.

11.5.6.4 All other provisions for Faculty shall apply.

11.6 Technical Staff Placement.6 Technical Staff Placement

11.6.1 The initial placement of a Technical Staff Employee shall be recommended by the Departmental Selection Committee (Article 5.2.3) to the Dean.

11.6.2 In recommending placement of Employees hired as Laboratory Helpers the Departmental Selection Committee shall be guided by the following criterion:

11.6.2.1 up to one (1) step for every two (2) years of relevant experience.

11.6.3 Subject to the provisions of Article 11.6.6, in recommending placement of Employees hired on the Technical Staff Salary Scale Steps 1 to 15, the Departmental Selection Committee shall be guided by the following criteria:

11.6.3.1 Minimum qualifications to be placed at Step 1 are graduation from secondary school or equivalent and one (1) year of relevant experience;

11.6.3.2 An Employee shall be placed at Step 7 or above if the Employee has either of the following qualifications:

11.6.3.2.1 Two (2) years of relevant experience and one (1) year of appropriate post-secondary education, or

11.6.3.2.2 Diploma of Technology or equivalent.

11.6.3.3 An Employee shall be placed at Step 12 or above if the Employee has the following education and experience:

11.6.3.3.1 Education:

11.6.3.3.1.1 an appropriate Diploma of Technology or equivalent, or

11.6.3.3.1.2 Technical Certification in a related area, or

11.6.3.3.1.3 Current professional registration such as R.T.(CSLT), R.T.(CAMRT), R.T.N.M.(CAMRT), R.D.M.S., A.Sc.T., C.Tech., or R.N.

11.6.3.3.2 Experience:

11.6.3.3.2.1 at least four (4) years industrial, clinical, field or related experience.

11.6.3.4 An Employee shall be granted up to one (1) additional step, to a maximum of two (2) steps, for each year of relevant experience above the levels specified in Article 11.6.3.1, .2, and .3.

11.6.3.5 Employees in the Computer Resources Department shall be placed as follows:

- 11.6.3.5.1 Step 1 for an Employee having the essential qualifications or their equivalent, as in Appendix 2.
 - 11.6.3.5.2 One additional step for each additional year of relevant experience, up to the maximum step within the classification.
- 11.6.4 The Dean or equivalent shall ensure that the placement criteria are applied uniformly throughout the Division. Should the Dean or equivalent not concur with the placement recommendation of the Departmental Selection Committee, the Dean or equivalent must convey the reasons in writing to the Departmental Selection Committee.
- 11.6.5 An analysis of placement on the current salary scale shall accompany the letter of appointment sent to the candidate. An Employee who disagrees with the placement made on the salary scale may appeal the initial placement on the salary scale to the Placement Committee within six (6) months of the date of appointment. A newly appointed Employee shall be informed by the Employer of this right of appeal at the date of appointment.
- 11.6.6 Initial placement of a new Technical Staff Employee shall be within the salary range corresponding to the characteristic duties of the position being filled according to Appendix 2. Within that salary range, placement shall be according to the condition that a new Technical Staff Employee shall be placed no higher than the third step within the appropriate salary range.
- 11.7 Technical Staff Advancement.7 Technical Staff Advancement
- 11.7.1
- 11.7.1.1 Full-time Technical Staff shall advance one (1) step on the Salary Scale each year on April 01 or October 01. When the anniversary date of an initial appointment is between January 01 and June 30 then the increment date shall be April 01. When the anniversary date of an initial appointment is between July 01 and December 31, the increment date shall be October 01. Annual increments shall be subject to the provisions herein.
 - 11.7.1.2A Technical Staff Employee who has been evaluated as unsatisfactory by Performance Appraisal may be prevented from advancing on the Salary Scale that year at the discretion of the Manager. The Manager must give reasons for such actions in writing to the Employee so affected. The Employee may appeal according to Grievance, Article 3, on grounds of procedures or equity. It is understood that Article 11.7.1.2 would take effect only in extraordinary circumstances.
- 11.7.2
- 11.7.2.1A Technical Staff Employee may be assigned or appointed on a temporary basis to replace or substitute for a teaching Faculty Employee who is absent. Such assignment or appointment shall be recommended by the Manager after consulting with the Employees in the Department. It may also be recommended through the normal selection process as defined in Article 5.2. The decision or method of appointment shall be Departmental.
 - 11.7.2.2 Subject to the provisions of Article 11.7.12.3, the Technical Staff Employee shall be placed on the Faculty salary schedule in accordance with Article 11.2, Faculty Initial Placement.

11.7.2.3 Substitution or replacement pay as specified in Article 11.7.12.2 and .3 will apply only if such assignment or appointment is more than a total of five (5) working days in any term.

11.7.2.4 All other provisions for Faculty shall apply during the Employee's term as Faculty.

11.7.3 When a Technical Staff Employee is promoted to Faculty, that Employee's salary shall be set at a level according to Articles 11.7.12.2 and .3.

11.7.4 A Regular Technical Staff Employee, or a Temporary Technical Staff Employee who has completed six (6) months or more of continuous service, may advance one (1) extra step or more on the salary scale in a given year as recognition for an achievement which brings recognition to the Institute or for educational achievement or technical or professional achievement by application to and at the discretion of the Placement Committee (Article 11.1). The salary increase resulting from this advancement shall take effect on the first pay period following completion of the achievement or service on which this advancement is based. Advancement under this article shall not result in an Employee's regular annual increment date being changed.

11.7.5 When a Technical Staff Employee reaches Step 6 or Step 11 of the Salary Scale, the Employee's qualifications shall be assessed by the Placement Committee (Article 11.1) and the Employee shall be notified prior to this assessment so that the Employee may supply information for addition to the personnel file. Any Employee whom the Placement Committee deems not qualified to advance to Step 7 or Step 12 shall be notified of the reasons for this decision in writing prior to the Employee's next annual increment date and shall have the right of appeal to the Placement Committee.

11.7.6 The qualification guidelines for advancement to Step 7 are as follows:

11.7.6.1 Two years of relevant experience and one year of appropriate post-secondary education, or

11.7.6.2 Diploma of Technology or equivalent.

11.7.7 The qualification guidelines for advancement to Step 12 are the following education and experience:

11.7.7.1 Education:

11.7.7.1.1 an appropriate Diploma of Technology or equivalent, or

11.7.7.1.2 Technical Certification in a related area, or

11.7.7.1.3 Current professional registration such as R.T.(CSLT), R.T.(CAMRT), R.T.N.M.(CAMRT), R.D.M.S., A.Sc.T., C.Tech., or R.N.

and

11.7.7.2 Experience:

11.7.7.2.1 at least four (4) years industrial, clinical, field or related experience.

11.7.8 Employment at the Institute shall be included in the assessment of an Employee's years of relevant experience.

11.7.9 When a significant portion of the assigned duties for a Technical Staff Employee corresponds to the Characteristic Duties of a higher range on the Technical Staff Salary Scale than the range in which the Employee is placed, then the Employee shall be advanced to the minimum step in the higher salary range, and the resulting salary, including subsequent increments subject to Articles 11.7.6 and 11.7.7, shall be for the period of time during which the change in duties is in effect. Application for advancement as a result of change of duties may be made to the Placement Committee (Article 11.1).

11.7.10 A Technical Staff Employee who is returned to former duties after having been advanced under Article 11.7.2 shall be placed at the salary step the Employee would have reached at that time if the Employee's duties had not changed.

11.7.11 Laboratory Helpers Advancement

11.7.11.1 Advancement up the Salary Scale will occur through the same yearly increment system as agreed to for Technical Staff Employees, Articles 11.7.1 and 15.3.

11.7.11.2 Laboratory Helpers shall accrue all the benefits normal to Technical Staff Employees.

11.7.11.3 Laboratory Helpers shall be subject to the conditions of employment agreed to herein.

11.7.12 Technical Staff - Filling Faculty Positions

11.7.12.1 Subject to Article 11.7.12.5 a Technical Staff Employee may apply under Article 11.7.12 for promotion to Faculty which under the following conditions shall be approved by the Placement Committee:

11.7.12.1.1 The Employee is currently solely responsible for developing and presenting both lecture and laboratory material in accord with regular Faculty responsibilities Article 8.2 and 1.4.

11.7.12.1.2 Such responsibility has been continuous for two (2) academic years (if not replacing Faculty Employees in this time), or the Employee has been replacing one or more Faculty Employees, for a total of three (3) years without a break of more than five (5) months, or in any case where a combination of the above results in three (3) years of service as a Faculty Employee without a break of more than five (5) months. The prospect of the replacement Employee becoming permanently classified as Faculty shall in no way militate against selection for such replacement duty.

11.7.12.1.3 The Employee has academic qualifications normally required for a Faculty position or the equivalent in relevant experience and/or teaching experience, including teaching experience at the Institute.

- 11.7.12.2 Subject to the provisions of Article 11.7.12.1, the Technical Staff Employee shall be placed on Faculty Salary Scale in accordance with the initial placement criteria (Article 11.2).
- 11.7.12.3 Article 11.7.12.2 notwithstanding, when a Technical Staff Employee fills a Faculty position the Employee shall be given a raise in salary at least equal to one (1) salary increment on the Faculty Salary Scale. If this raise is less than \$100/month the Employee will be placed on the next higher step.
- 11.7.12.4 All other provisions for Faculty shall apply.

11.8 Interest on Retroactive Adjustments of Placement, Reclassification or Advancement.8 Interest on Retroactive Adjustments of Placement, Reclassification or Advancement

Unless otherwise specified in this Agreement, retroactive adjustment of Placement, Reclassification, or Advancement shall be accompanied by full retroactive pay, and interest on one-half (.5) the retroactive amount, calculated at twelve percent (12%) per annum and compounded daily for the period from the date on which the Institute was notified in writing that adjustment was being sought to the date of payment.

12.1 Purpose and Intent.1 Purpose and Intent

12.1.1 The appropriate Manager has the responsibility to conduct probationary reviews for each new Employee assigned to that area. The purpose of a probationary period is to assess an Employee's suitability to the Institute and to the job.

12.1.2 Colleagues have a duty to respond to requests for assessment information where they have relevant knowledge and information concerning probationary Employees. Employees providing such information shall be covered by the indemnity clause in Article 7.6.

12.1.3 The probationary review process will be conducted in a fair and objective manner. However, the probationary Employee shall bear the onus of establishing suitability to be an Employee of the Institute.

12.2 Performance Expectations.2 Performance Expectations

The appropriate Manager will identify performance expectations for each probationary Employee on initial appointment and at each step of the probationary procedure.

12.3 Procedure.3 Procedure

12.3.1 All Employees shall be subject to a probation period of one (1) year upon initial appointment to the Institute.

12.3.2 An initial probation discussion shall be held with the Employee after two (2) months to provide progress feedback and assessment.

12.3.3 Reviews shall be held after four (4) months and nine (9) months for initial appointments and after four (4) months only for an appointment subsequent to the initial appointment.

12.4 Employee Suitability Review.4 Employee Suitability Review

Should an Employee be assessed as unsuitable for continued employment at any time during the probationary period, the Employee shall be advised of the concern and the nature of the problem and assessed again in one (1) month. Should the original assessment of unsuitability prevail, the Employee will be given a final two (2) months notice of termination, or pay in lieu thereof.

12.5 General.5 General

12.5.1 A probationary period may be extended for unusual or extenuating circumstances.

12.5.2 Employees who are subject to a second probationary period shall be returned to their original job or to an equivalent job in the Institute if not successful in this new job.

- 12.5.3 Where Employees receive an appointment to a job which represents a promotion or which is substantially different than the one which they presently hold, they shall be subject to a probation period of six (6) months.
- 12.5.4 If a Temporary Employee subsequently obtains a regular appointment and provided that the termination date as a Temporary Employee is not separated from the date of appointment as a Regular Employee by more than five (5) months, the continuous period of employment as a Temporary Employee may, at the discretion of the Selection Committee, be applied to the initial probationary period.

13.1 Developmental Review.1 Developmental Review

13.1.1 Purpose.1.1 Purpose

The Purpose of the Developmental Review is to provide constructive supportive collegial feedback to the Employee to improve the performance of assigned duties.

13.1.2 General.1.2 General

13.1.2.1A Developmental Review of each Employee should be done on a regular basis according to a schedule and procedure developed by each Department. The schedule shall provide for the review to occur at least once every three (3) years.

13.1.2.2The Developmental Review shall have no negative impact on the status of an Employee, nor shall it be included in the Employee's personnel record except at the request of the Employee.

13.1.3 Procedure.1.3 Procedure

13.1.3.1The Employees in the Department are responsible for the Developmental Review process.

13.1.3.2The Developmental Review should take into account input from students/clients through the approved questionnaire as well as input from colleagues, the Program Head or Coordinator.

13.1.3.3Where performance difficulties are perceived through the review process, the Employee and the Department shall develop strategies designed to improve the Employee's performance.

13.1.3.4Where a disagreement arises as to whether a performance problem exists, either the Employee or the Department may request the related Manager to conduct a Performance Appraisal.

13.2 Student Questionnaire.2 Student Questionnaire

13.2.1 Client/Student questionnaire forms shall be distributed regularly by the Support Staff/Instructor responsible for each service/course, to seek information necessary to improve the delivery of the service/course. The Employer shall be responsible for the design of the base component of the necessary forms for use by Employees. These forms will be adopted subject to mutual agreement, which shall not be unreasonable withheld. These forms when completed are the property of the Employee evaluated, but shall not be delivered to the Employee until after the marks for the course are finalized. The Department shall develop a process to ensure this confidentiality.

13.2.2 These forms may be used in Developmental Review and/or Performance Appraisal processes. Statistical summaries of the objective portions may be requested by the Manager, but may not be placed in the Employee's personnel file except at the request of the Employee. For Performance Appraisal only, the Manager shall have access to the individual questionnaires as well as the statistical summaries, but must return the originals to the Employee.

13.2.3 In no case shall any of these forms be placed on the Employee's personnel file.

13.3 Performance Appraisal.3 Performance Appraisal

13.3.1 Purpose.3.1 Purpose

13.3.1.1 The purpose of performance appraisal is to promote instructional/client service quality by providing positive and constructive feedback to an Employee, thereby assisting the Employee to assess and improve performance. Performance Appraisal, including the student questionnaire component, shall not be used in disciplinary or probationary review processes.

13.3.1.2 No performance appraisal shall be carried out except by a system mutually agreed to by the parties to this agreement. Such agreement shall not be unreasonably withheld by either party.

13.3.2 Procedure for Development of Performance Appraisal Systems.3.2 Procedure for Development of Performance Appraisal Systems

13.3.2.1 Employer Provision of Performance Appraisal Systems

The Employer shall provide a performance appraisal system for any Department(s) that does not presently have an approved system. The Departments with an approved system are listed below:

- Chemistry
- Communications
- Mathematics
- Physics
- Financial Management
- Operations Management
- Computer Resources
- General Nursing
- Medical Services
- Medical Imaging
- Environmental Health

13.3.2.2 Revision

At any time a Department shall have the right to submit to the Employer a new or revised system which, if approved, shall supersede the former approved system, provided that the approval is required for amendments only, and that the revised or new system satisfies Article 13.3.1.2, and includes only those elements listed in Article 13.3.3.

13.3.3 Contents Of Performance Appraisal Systems.

The following shall be included in all performance appraisal systems, and shall ensure fair and reasonable treatment of the Employee being appraised, and systems must be implemented in a fair and reasonable way.

13.3.3.1

13.3.3.1.1 Provision, including specification of format, for input based on direct observation from:

13.3.3.1.1.1 students, in the case of teaching duties;

13.3.3.1.1.2 recipients of service, in the case of non-teaching duties;

13.3.3.1.1.3 the Manager, or equivalent management level in the Employee's supervisory line;

13.3.3.1.1.4 colleagues of the Employee;

13.3.3.1.1.5 where requested by the Employee, one additional evaluator chosen by the Employee from within the Institute;

13.3.3.1.1.6 where requested by the Employee, an additional on-site observation by the Manager, or equivalent management level in the Employee's supervisory line.

13.3.3.1.2 Unsolicited or anonymous questionnaires, submissions, or expressions of opinion shall not in themselves constitute a performance appraisal, unless specifically called for in Articles 13.3.3.1.1.1 and .2. However, such questionnaires or submissions may constitute grounds for appraisal of an Employee's performance in accordance with Article 13.3.

13.3.3.2 Procedures for the handling and custody of the documentation used in the performance appraisal process;

13.3.3.3 Specification of frequency of assessment, and the initiating process;

13.3.3.4 Descriptions of the variables to be used in appraisal;

13.3.3.5 Provision for methods of assessing currency of the Employee's knowledge and materials in the area of that Employee's course responsibilities;

13.3.3.6 Provision for reference to job functions and applicable job descriptions;

13.3.3.7 Provision for assessing Employee's professional development;

13.3.3.8 Provision for recognizing the Employee's contribution to Department operations;

13.3.3.9 Provision for recognizing the Employee's contribution to the external professional community;

- 13.3.3.10 Guidelines for weighting, interpreting and assessing the data, and for discussion with the Employee; and
- 13.3.3.11 Guidelines for a general summary of the appraisal, including overall assessment as Satisfactory, Satisfactory with Reservations, or Unsatisfactory, as well as identification of areas needing development and areas showing satisfactory or exceptional performance.

Note: Subject to mutual agreement, content items in addition to those listed above may be added at the request of any Department.

13.4 Initiation of Non-Regular Performance Appraisals.4 Initiation of Non-Regular Performance Appraisals

In addition to performance appraisals occurring regularly as in Article 13.3.3, an appraisal may be initiated by:

- 13.4.1 the Employee.4.1 the Employee
- 13.4.2 the Employees in the Department.4.2 the Employees in the Department
- 13.4.3 the Employee's first line Manager.4.3 the Employee's first line Manager

13.5 Employee Rights.5 Employee Rights

- 13.5.1 Copies of all material related to an Employee's performance appraisal shall be provided to the Employee on request.
- 13.5.2 The Employee has the right to discuss a performance appraisal with the Manager, and to make oral or written comments concerning the performance appraisal.
- 13.5.3 The Employee shall have the right to place written comments regarding the performance appraisal in the personnel file.
- 13.5.4 In the case of a performance appraisal resulting in an overall assessment of Unsatisfactory or Satisfactory with Reservations, the Employee shall:
 - 13.5.4.1 be provided with a statement of the areas requiring improvements, as well as the areas of satisfactory performance;
 - 13.5.4.2 have the right to be counselled by the Manager on these areas.
- 13.5.5.
 - 13.5.5.1 Any classroom or on-site observation shall be at a time agreeable to the Employee, and in any case shall be conducted within twenty (20) working days of the request for such an appraisal of teaching or on-site duties.
 - 13.5.5.2 To ensure such observation takes place without denying the Employee twenty (20) days leeway, any request will have to be made at least twenty-five (25) days

before the last day of classes or on-site duties in the current term.

13.5.5.3 Article 13.5.5.1 & .2 shall not apply to non-regular performance appraisals. In non-regular performance appraisal, the Employee shall be advised five days prior to any classroom or on-site observation.

13.5.6 For short-term courses, any classroom or on-site observation shall be at a time agreeable to the Employee, but any request for such observation shall be made before the commencement of the last one-third (1/3) of the course.

13.5.7 Article 13.5.6 above notwithstanding, in no case shall the Employee be required to have a classroom or on-site performance appraisal the same working day the request for such an appraisal is made.

13.6 Department Evaluation and Manager Appraisal.6 Department Evaluation and Manager Appraisal

13.6.1 The Employees in each Department may prepare an annual review of the activities and standards of the Department. A copy of this review and any accompanying recommendations shall be forwarded by the Manager to the Dean (or equivalent).

13.6.2 As part of the review in Article 13.6.1, the Employees in each Department may provide input to the Dean (or equivalent) with regard to the Manager's performance of administrative duties.

13.6.3 Procedures to be followed in evaluating a Manager's performance of administrative duties shall be developed by the Employees in the Department, subject to approval by the Dean (or equivalent), and shall include a feedback mechanism from Dean to Department Employees.

13.6.4 When an Associate Dean teaches, teaching performance shall be evaluated by the Departmental performance appraisal system approved under Article 13.

- 14.1 A Department's objectives shall be set by the Manager through the consultative process, and shall be possible to implement in accordance with the Collective Agreement.
- 14.2 The Department shall devise a plan which is consistent with these objectives and with 1.4.5, and which provides for:
- 14.2.1 coverage.2.1 coverage of necessary services and operations;
- 14.2.2 allocation.2.2 allocation of those professional duties which are required to meet Departmental objectives;
- 14.2.3 a vacation.2.3 a vacation schedule as per the requirements of the Collective Agreement;
- 14.2.4 break periods.2.4 break periods and month-free-of-teaching as per the requirements of the Collective Agreement.
- 14.3 If a dispute over the plan arises between the Manager and the Employees in the Department, the following may be initiated by the Manager or the Employees in the Department:
- 14.3.1 An internal panel from within the Institute shall be convened consisting of:
- a member appointed by the Manager,
 - a member appointed by the Department Employees, and
 - a Dean or Manager chosen by the above two appointees to act as Chair;
- 14.3.2 The panel shall meet within five (5) working days of the request for a panel and shall receive presentations from the Manager and the Department Employees;
- 14.3.3. Within five (5) working days of the meeting under 14.3.2 above the Panel shall forward its recommendation for resolution of the dispute to the Manager and the Department Employees;
- 14.3.4 In any case, any management action taken pursuant to Article 14 shall be reasonable, fair to each Employee in the Department, consistent with the Collective Agreement, and shall be grievable.
- 14.4 14.4.1 Departments may assign, by a specific motion at a Departmental Meeting, responsibility for the development of plans (pursuant to Article 14.2 above) to departmental committees, or to programme heads, co-ordinators, or other individuals within the Department. When delegated to an individual, the final plan must be returned to and approved by a majority of Department members. When delegated to Departmental Committees, the plans may be returned to and approved by a majority of Department members.
- 14.4.2 The Department shall have a procedure, approved by a majority of the members of the Department, through which appeals of Departmental decisions may be processed.

Preamble

The parties agree that, upon ratification by the Institute's Board of Governors and the Association, the following pay adjustments shall come into effect on the dates shown:

June 1, 1993 1.1313% increase across the wage scales, for Regular and Temporary Employees.

January 1, 1994 \$800 across-the-board increase across the wage scales, for Regular and Temporary Employees.

January 1, 1995 Effective January 1, 1995, the salary scales for all Employees shall be adjusted by the amount that B.C.I.T. receives from the Provincial Government as an economic adjustment factor to its programme funding formula for the 1995/96 fiscal year. In the event the Provincial Government changes the budget process so as to render this clause meaningless, the Parties shall meet for the purpose of agreeing to a substitute formula in place of the economic adjustment factor. Should the Parties be unable to reach agreement on the issue of an appropriate substitute formula, this matter will be referred to binding arbitration.

All general increases shall take effect and be implemented on the first day of the pay period falling closest to the calendar date of the increase.

15.1 Faculty Salary Scales.1 Faculty Salary Scales

15.1.1 The following salary scale shall apply to each Regular and Temporary Faculty Employee, effective June 1, 1993:

Step	Annual	Monthly Biweekly	Hourly
1	40692	3391.001559.7222.28	
2	42721	3560.081637.4923.39	
3	44730	3727.501714.5024.49	
4	46780	3898.331793.0725.62	
5	48832	4069.331871.7326.74	
6	50840	4236.671948.6927.84	
7	52912	4409.332028.1128.97	
8	55029	4585.752109.2630.13	
9	57102	4758.502188.7131.27	
10	59243	4936.922270.7832.44	
11	61465	5122.082355.9533.66	
12	63518	5293.172434.6434.78	

15.1.2 The following salary scale shall apply to each Regular and Temporary Faculty Employee, effective January 1, 1994:

Step	Annual	Monthly Biweekly	Hourly
1	41492	3457.671590.3822.72	
2	43521	3626.751668.1623.83	
3	45530	3794.171745.1624.93	
4	47580	3965.001823.7426.05	
5	49632	4136.001902.3927.18	
6	51640	4303.331979.3628.28	
7	53712	4476.002058.7829.41	
8	55829	4652.422139.9230.57	
9	57902	4825.172219.3831.71	
10	60043	5003.582301.4432.88	
11	62265	5188.752386.6134.09	
12	64318	5359.832465.3035.22	

15.2 Assistant Instructor Salary Scales.2 Assistant Instructor Salary Scales

15.2.1 The following Salary Scale shall apply to each Regular and Temporary Faculty Employee, effective June 1, 1993:

Step	Annual	Monthly Biweekly	Hourly
1	41499	3458.251590.6522.72	
2	42875	3572.921643.3923.48	
3	44227	3685.581695.2224.22	
4	45560	3796.671746.3124.95	
5	46755	3896.251792.1125.60	
6	47950	3995.831837.9226.26	
7	49148	4095.671883.8426.91	

15.2.2 The following Salary Scale shall apply to each Assistant Instructor Employee, effective January 1, 1994:

Step	Annual	Monthly Biweekly	Hourly
1	42299	3524.921621.3223.16	
2	43675	3639.581674.0623.92	
3	45027	3752.251725.8824.66	
4	46360	3863.331776.9725.39	
5	47555	3962.921822.7826.04	
6	48750	4062.501868.5826.69	
7	49948	4162.331914.5027.35	

15.3 Technical Staff Salary Scales.3 Technical Staff Salary Scales

15.3.1 The salary scale for the category of Nurse in the Medical Services Department shall be Technical Staff Step 7 - 15.

15.3.2 The following salary scale shall apply to each Technical Staff Employee, effective June 1, 1993:

Step	Annual	Monthly Biweekly	Hourly
1	28822	2401.831104.7415.78	
2	29820	2485.001143.0016.33	
3	30873	2572.751183.3616.91	
4	31854	2654.501220.9617.44	
5	32978	2748.171264.0418.06	
6	34106	2842.171307.2818.68	
7	35247	2937.251351.0119.30	
8	36356	3029.671393.5219.91	
9	37481	3123.421436.6420.52	
10	38796	3233.001487.0521.24	
11	40148	3345.671538.8721.98	
12	41499	3458.251590.6522.72	
13	42875	3572.921643.3923.48	
14	44227	3685.581695.2224.22	
15	45560	3796.671746.3124.95	

15.3.3 The following Salary Scale shall apply to each Technical Staff Employee, effective January 1, 1994:

Step	Annual	Monthly Biweekly	Hourly
1	29622	2468.501135.4116.22	
2	30620	2551.671173.6616.77	
3	31673	2639.421214.0217.34	
4	32654	2721.171251.6217.88	
5	33778	2814.831294.7118.50	
6	34906	2908.831337.9419.11	
7	36047	3003.921381.6819.74	
8	37156	3096.331424.1920.35	
9	38281	3190.081467.3120.96	
10	39596	3299.671517.7121.68	
11	40948	3412.331569.5322.42	
12	42299	3524.921621.3223.16	
13	43675	3639.581674.0623.92	
14	45027	3752.251725.8824.66	
15	46360	3863.331776.9725.39	

15.4 Computer Resources Centre.4 Computer Resources Centre

15.4.1 The Employees in the Computer Resources Department shall be considered to be Technical Staff except for the provisions of the wage scales which follow.

15.4.2 The following salary scales shall apply to the Employees in the Computer Resources Centre, effective June 1, 1993:

Senior Systems Analyst/Senior Systems Programmer

Step	Annual	Monthly Biweekly	Hourly
1	48985	4082.081877.5926.82	
2	51144	4262.001960.3428.00	
3	53369	4447.422045.6329.22	
4	55597	4633.082131.0330.44	
5	57774	4814.502214.4731.64	
6	60000	5000.002299.7932.85	

Intermediate Systems Analyst/Systems Programmer

Step	Annual	Monthly Biweekly	Hourly
1	39572	3297.671516.7921.67	
2	41634	3469.501595.8322.80	
3	43814	3651.171679.3923.99	
4	45972	3831.001762.1025.17	
5	48104	4008.671843.8226.34	
6	50286	4190.501927.4627.54	

Junior Systems Analyst

Step	Annual	Monthly Biweekly	Hourly
1	35385	2948.751356.3019.38	
2	36602	3050.171402.9520.04	
3	37777	3148.081447.9920.69	
4	38975	3247.921493.9121.34	
5	40218	3351.501541.5522.02	
6	41634	3469.501595.8322.80	

Junior Programmer

Step	Annual	Monthly Biweekly	Hourly
1	28769	2397.421102.7115.75	
2	29913	2492.751146.5616.38	
3	31038	2586.501189.6817.00	
4	32182	2681.831233.5317.62	
5	33287	2773.921275.8918.23	
6	34431	2869.251319.7418.85	

Computer Operator

Step	Annual	Monthly Biweekly	Hourly
1	36750	3063.331409.0120.13	
2	38739	3228.251484.8621.21	
3	40782	3398.501563.1722.33	
4	43083	3590.251651.3723.59	
5	45413	3784.421740.6824.87	
6	47494	3957.831820.4426.01	

Junior Computer Operator

Step	Annual	Monthly Biweekly	Hourly
1	30302	2525.171161.4716.59	
2	31613	2634.421211.7217.31	
3	32907	2742.251261.3218.02	
4	34173	2847.751309.8518.71	
5	35487	2957.251360.2119.43	
6	36750	3063.331409.0120.13	

15.4.3 The following salary scales shall apply to the Employees in the Computer Resources Centre, effective January 1, 1994:

Senior Systems Analyst/Senior Systems Programmer

Step	Annual	Monthly Biweekly	Hourly
1	49785	4148.751908.2527.26	
2	51944	4328.671991.0128.44	
3	54169	4514.08	2076.2929.66
4	56397	4699.752161.6930.88	
5	58574	4881.172245.1432.07	
6	60800	5066.672330.46	33.29

Intermediate Systems Analyst/Intermediate System Programmer

Step	Annual	Monthly Biweekly	Hourly
1	40372	3364.33	1547.46 22.11
2	42434	3536.17	1626.49 23.24
3	44614	3717.83	1710.05 24.43
4	46772	3897.67	1792.77 25.61
5	48904	4075.33	1874.49 26.78
6	51086	4257.17	1958.12 27.97

Junior Systems Analyst

Step	Annual	Monthly Biweekly	Hourly	
1	36185	3015.42	1386.97	19.81
2	37402	3116.83	1433.62	20.48
3	38577	3214.75	1478.65	21.12
4	39775	3314.58	1524.57	21.78
5	41018	3418.17	1572.22	22.46
6	42434	3536.17	1626.49	23.24

Junior Programmer

Step	Annual	Monthly Biweekly	Hourly	
1	29569	2464.08	1133.38	16.19
2	30713	2559.42	1177.23	16.82
3	31838	2653.17	1220.35	17.43
4	32982	2748.50	1264.20	18.06
5	34087	2840.58	1306.55	18.67
6	35231	2935.92	1350.40	19.29

Computer Operator

Step	Annual	Monthly Biweekly	Hourly	
1	37560	3130.00	1439.67	20.57
2	39539	3294.92	1515.53	21.65
3	41582	3465.17	1593.83	22.77
4	43883	3656.92	1682.03	24.03
5	46213	3851.08	1771.34	25.30
6	48294	4024.50	1851.10	26.44

Junior Computer Operator

Step	Annual	Monthly Biweekly	Hourly	
1	31102	2591.83	1192.14	17.03
2	32413	2701.08	1242.39	17.75
3	33707	2808.92	1291.99	18.46
4	34973	2914.42	1340.51	19.15
5	36287	3023.92	1390.88	19.87
6	37560	3130.00	1439.67	20.57

15.5 Laboratory Helpers.5 Laboratory Helpers

1. The following salary scale shall apply to Laboratory Helpers effective June 1,1993:

Step	Annual	Monthly Biweekly	Hourly
1	26137	2178.08	1001.8314.31
2	26791	2232.58	1026.9014.67
3	27533	2294.42	1055.3415.08

15.5.2 The following salary scale shall apply to Laboratory Helpers effective January 1,1994:

Step	Annual	Monthly Biweekly	Hourly
1	26937	2244.75	1032.4914.75
2	27591	2299.25	1057.56 15.11
3	28333	2361.08	1086.00 15.51

15.6 Administrative Allowances (Level 1 & 2).6 Administrative Allowances (Level 1 & 2)

15.6.1 Employees receiving Level 1 or 2 allowances will be paid as follows, effective June 1,1993:

Level	Annual	Monthly Biweekly	Hourly
1	2655	221.25	101.77 1.45
2	1309	109.08	50.17 .72

15.6.2 Employees receiving Level 1 or 2 allowances will be paid as follows, effective January 1,1994:

Level	Annual	Monthly Biweekly	Hourly
1	2655	221.25	101.77 1.45
2	1309	109.08	50.17 .72

15.7 .7

15.7.1 Student Employees.7.1 Student Employees

The parties agree that the rates for Student Employees will be as follows:

	Hourly
Effective June 1,1993:	10.06
Effective January 1,1994:	10.20

15.7.2 Markers.7.2 Markers

The parties agree that the rates for Markers will be as follows:

	Hourly
Effective June 1,1993:	22.51
Effective January 1,1994:	22.83

15.7.3 Challenge and Work Study.7.3 Challenge and Work Study

The parties agree that the rates of pay for Work Study Students and Challenge Program Students will be as follows:

	Hourly
Effective June 1,1993:	9.38
Effective January 1,1994:	9.61

15.8 Part-time Studies Rates.8 Part-time Studies Rates

15.8.1 Instructors/Lecturers.8.1 Instructors/Lecturers

The parties agree that the rates for Instructors/Lecturers in Part-time Studies will be as follows:

	Hourly
Effective June 1,1993:	
0-1 Years Teaching Experience	45.03
2 Years Teaching Experience	56.29
3 Years Teaching Experience	67.56
Effective January 1,1994:	
0-1 Years Teaching Experience	45.67
2 Years Teaching Experience	57.09
3 Years Teaching Experience	68.52

15.8.2 Lab Assistants Demonstrators.8.2 Lab Assistants Demonstrators

The parties agree that the rates for Lab Assistants/Demonstrators in Part-time Studies will be as follows:

	Hourly
Effective June 1,1993:	33.78
Effective January 1,1994:	34.26

- 15.9 Calculation of Salaries, Part-time Faculty.9 Calculation of Salaries, Part-time Faculty
- 15.9.1 A Part-time Regular or a Part-time Temporary Faculty Employee shall be placed at a salary level on the Salary Scale in Article 15.1, in accordance with Article 11.2 (Faculty Initial Placement).
- 15.9.2
- 15.9.2.1A Part-time Regular or a Part-time Temporary Faculty Employee in a teaching position shall be paid a monthly salary equal to the full-time salary for the Employee's step on the Faculty Salary Scale multiplied by 1/15 of the Employee's assigned student contact hours per week, averaged over the month. For purposes of this calculation, break periods and holidays are to be treated as regular teaching days as per the Employee's weekly class timetable.
- 15.9.2.2 Subject to 15.9.2.3 below, the monthly salary for a Part-time Regular or a Part-time Temporary Faculty Employee for the vacation period (Article 9.2) and the month free of teaching (Article 8.5) shall be based on a weighted average of the Employee's student contact hours per week, averaged over that period of regularly scheduled classes for the Employee within the employment period in which vacation entitlement accrues. For purposes of this calculation, break periods and holidays falling within this period of scheduled classes shall be treated as regular teaching days as per that Employee's weekly class timetable.
- 15.9.2.3 The provisions of 15.9.2.2 above regarding salary for a Temporary Faculty Employee during the month free of teaching (Article 8.5.1) shall only be applicable where the term of appointment includes the month free of teaching or any portion thereof.
- 15.9.3 In any teaching Department no more than twelve (12) hours per week of classroom and/or laboratory instruction may be done by Part-time Faculty Employees in any term.
- 15.9.4 A Part-time Regular or a Part-time Temporary Faculty Employee in a non-teaching position shall be paid a monthly salary equal to the full-time salary for the Employee's step on the Faculty Salary Scale multiplied by 1/35 of the Employee's assigned hours of duty per week, averaged over the month.
- 15.10 Calculation of Salaries, Part-time Technical Staff.10 Calculation of Salaries, Part-time Technical Staff
- A Part-time Regular or Part-time Temporary Assistant Instructor or Technical Staff Employee shall receive a monthly salary equal to the Full-time monthly salary for the Employee's level on the Assistant Instructor or Technical Staff scale in Articles 15.2 or 15.3, times 1/35 of the Employee's assigned hours of duty per week.
- 15.11 Other Salaries Agreement.11 Other Salaries Agreement
- 15.11.1 When a new position is introduced, for which there is no appropriate salary scale in this Agreement, the salary and working conditions for that position shall be established by mutual agreement between the Union and the Employer.

15.11.2 The salary, rate of pay and working conditions for any Employee in the Bargaining Unit whose salary or rate of pay or other working conditions are not specified in this Agreement shall be mutually agreed by the Union and Employer.

15.12 Direct Deposits.12 Direct Deposits

15.12.1 The Employer shall deposit each Employee's pay to the Employee's account at a certified Canadian financial institution of the Employee's choosing. The statement of deductions for each pay period shall be retained by the institute to be personally picked up by the Employee.

15.12.2 Any mistake made by the Employer or the Employer's depositing agency, that result in late deposit to an Employee's account and in the Employee being charged a late payment penalty, shall be the responsibility of the Employer. In such circumstances, the Employer shall reimburse the Employee for the full amount of the late payment.

15.13 Anti-Inflation Legislation.13 Anti-Inflation Legislation

15.13.1 In the event that Provincial or Federal Anti-Inflation Legislation applying to B.C.I.T. is enacted, amended, repealed or terminated at any time during the term of this agreement, the parties shall re-negotiate the general increase to the salary scales, hourly pay rates, and allowances to apply during the term of the Collective Agreement.

15.13.2 For the purpose of Article 15.13.1 "re-negotiate" means that bona fide collective bargaining shall commence only regarding upward revision of salary scales and allowances within fourteen (14) days of receipt of notice to re-negotiate given by either party and that, if settlement has not been reached with forty-five (45) days of the date of receipt of notice to re-negotiate, the matter shall be submitted to arbitration subject only to mutual agreement of the parties that submission of the matter to arbitration be postponed for not more than thirty (30) days for each such postponement.

15.13.3 For the purpose of Article 15.13.2, "arbitration" means that the parties shall make such arrangements as are mutually agreed upon for the appointment of a single arbitrator, or the establishment of an arbitration board, to hear the dispute and resolve it by settling the salary scales, hourly pay rates and allowances to apply during the term of the Collective Agreement.

15.13.4 Where the parties fail to agree to a single arbitrator, or an arbitration board fully constituted, within ten (10) days after the matter is to be submitted to arbitration under Article 15.13.2, the Chair of the Labour Relations Board shall be asked to appoint a single arbitrator to hear the dispute and resolve it by settling the salary scales, hourly pay rates and allowances to apply during the term of the Collective Agreement.

15.13.5 A settlement reached by re-negotiation shall be deemed to be a part of the terms and conditions of this Collective Agreement.

15.14 Mileage, Meal and Auto Insurance Allowances.14 Mileage, Meal and Auto Insurance Allowances

15.14.1 Mileage allowance for all miles travelled on the Employer's business shall be paid to

Employees using their own vehicles in the performance of their duties. Rates and revisions shall be by mutual agreement between the Employer and the Union during the term of this Agreement. The Mileage allowance shall be \$.32/km or \$.51/mile.

15.14.2

15.14.2.1 When on the Employer's business and carrying out those duties at other than the regularly assigned worksite, Employees shall be entitled to the following expenses:

Breakfast	\$8.09
Lunch	\$11.24
Dinner	\$16.17
Per Diem (for incidentals)	\$ 3.91
Total	\$39.41

15.14.2.2 An Employee who is requested to work a minimum of two and one-half (2 1/2) hours overtime immediately before or after completion of that Employee's scheduled daily hours of work, shall be provided with a meal or shall be reimbursed in the amount of nine (9) dollars. A meal break of one-half (1/2) hours with pay will be given.

15.14.2.3 If the Employee continues to work overtime beyond three (3) hours a further meal allowance and meal break as above shall be provided upon completion of an additional four (4) hours, and upon completion of every three (3) hours thereafter.

15.14.3 Notwithstanding Articles 15.14.1 and 15.14.2, reasonable accommodation costs and other expenses shall be paid for. Such claims shall be accompanied by a receipt.

15.14.4 When the assigned duties for an Employee require the Employee to purchase additional automobile insurance beyond the coverage the Employee would need without those assigned duties, then the Employer shall pay the Employee a sum equal to the additional premium required.

15.15 Shift Premium.15 Shift Premium

15.15.1 Each regular or Temporary Employee in Computer Resources, Financial Aid, Library Services, Program Advising and the NOW Project shall be paid a shift premium for every evening shift worked when one-half or more than one-half of the hours worked fall within the defined evening shift. In such cases the shift premium shall be paid for the total number of hours worked.

15.15.2 The shift premium shall apply to overtime hours worked in conjunction with the evening shift, but shall be applied after overtime calculations are complete.

15.15.3 The shift premium shall be \$1.42 per hour.

15.15.4 The evening shift shall be defined as 1600 hours to 2400 hours.

15.15.5 Each Department listed in Article 15.15.1 and any others that may be added by mutual

agreement, may allocate duties during the evening shifts, pursuant to the provisions of Article 14.2 and subject to payment of the premium pay as outlined above.

15.15.6 Employees in Library Services shall earn shift premium for all hours worked on Saturday and Sunday.

15.16 Engineering Technician 4 and Supervisor, Physics Laboratories and Workshops.16 Engineering Technician 4 and Supervisor, Physics Laboratories and Workshops

15.16.1 The following salary scale shall apply to Engineering Technician 4 and Supervisor Physics Laboratories and Workshops effective June 1, 1993:

Annual	Monthly	Biweekly	Hourly
55450	4620.83	2125.40	30.36

15.16.2 The following salary scale shall apply to Engineering Technician 4 and Supervisor Physics Laboratories and Workshops effective January 1, 1994:

Annual	Monthly	Biweekly	Hourly
56,250	4687.50	2156.06	30.80

15.17 Qualification Differential.17 Qualification Differential

15.17.1 Commencing October 1, 1992, a qualification differential will be paid to Employees who;

15.17.1.1 have been at the top of the salary scale for a minimum of twelve (12) months; and

15.17.1.2 hold either a Master's or a Doctoral degree from a recognized university. The differential is as follows:

Dollars per year	Dollars per month	Dollars bi-weekly
506	42.17	19.39

15.17.2 Qualified part-time Employees will receive the differential on a pro-rata basis.

15.18 Each non-LTD eligible Employee (Temporary, Part-time Regular less than 50% FTE, Part-Time Studies Instructor, Student Employee, Guest Lecturer, etc.) shall be paid an allowance, on each paycheck, in the amount of one percent (1%) of gross wages in lieu of LTD benefits.

- 16.1 The Employer shall make each of the four (4) plans described in 16.1.1, .2, .3, and .4 below available for each Regular Employee who meets the eligibility requirements of the underwriter for the particular plan:
- 16.1.1 Medical Services Plan of British Columbia and Extended Health Care Plan.1.1 Medical Services Plan of British Columbia and Extended Health Care Plan;
- 16.1.2 Dental Plan.1.2 Dental Plan;
- 16.1.3 Life Insurance and Accidental Death and Dismemberment Insurance16.1.3 Life Insurance and Accidental Death and Dismemberment Insurance; and
- 16.1.4 Long Term Disability Insurance.1.4 Long Term Disability Insurance.
- 16.2 Each Regular Employee hired after 1975 June 20 shall as a condition of employment apply for participation in the Employee Fringe Benefit Plans in 16.1 for which the Employee is eligible.
- 16.3 A Temporary Employee shall as a condition of employment apply to participate in the plans specified in Article 16.1.1 if the Employee meets the eligibility requirements.
- 16.4 A Temporary Employee whose term of appointment is three (3) months or more shall as a condition of employment apply to participate in the plans specified in Articles 16.1.2 and .3 in effect for Regular Employees, if the Employee meets the eligibility criteria of these plans, and satisfies one of the following conditions:
- 16.4.1 The Temporary Employee is full-time; or
- 16.4.2 The Temporary Employee is part-time whose percentage salary is prorated on the full-time salary for that position at fifty percent (50%) or higher.
- 16.5 Once an Employee is participating in any of the plans the Employee shall as a condition of employment continue participation.
- 16.6 The detailed provisions of the benefits plans shall be as in the current benefits schemes, and shall not be varied except with the agreement of the Union.
- 16.6.1 Vision Care
- The vision care benefit limit will be:
- \$200 in any twenty-four (24) month period.
- 16.6.2 Dental Care
- Effective 1992 April 01 Dental Plan reimbursement and limits are:
- 16.6.2.1 Plan A - Basic Coverage: Reimbursement 100%
- 16.6.2.2 Plan B - Major Services: Reimbursement 65%, no limit.
- 16.6.2.3 Plan C - Orthodontic Treatment: Reimbursement 60% per insured to \$2160 lifetime per insured.

- 16.6.3 The Long Term Disability Insurance Plan shall provide a benefit of sixty-six and two thirds percent (66.67%) (to a maximum of \$5,000) of regular salary as a benefit and conform to the requirements and provisions of Appendix 6. (Appendix 6 shall be generally equivalent to Part 2 of the BCGEU Vocational Instructors Collective Agreement.)
- 16.7 During each month that any of the plans in Article 16.1 are in effect, the Employer shall contribute 100% of all premiums, except that for Long Term Disability, which shall be eighty percent (80%) paid by the Employer and twenty percent (20%) paid by the Employee.
- 16.8 The Employer shall provide and pay for the services necessary for the administration of the plans in Article 16.1.
- 16.9 The Employer shall continue to provide pensions as specified under one of the applicable public superannuation or pension plans administered by or through B.C.I.T., and the relevant legislation is by reference made a part of this Agreement.
- 16.10 The Employer agrees to provide the Union with written notice of any proposed increase in premiums for any insurance plans referred to in Article 16.1 within five (5) working days of receipt of such notice from the Carrier.
- 16.11 The Employer shall implement any change in the premiums for the Insurance plans in Article 16.1 proposed by the Carrier, unless the Union provides the Employer with written objection to the change no more than ten (10) working days after receipt of the notice of a proposed change in premiums.
- 16.11.1 Should such objection be received, the Union and the Employer shall have ten (10) working days to resolve the issue. This time may be extended by mutual agreement.
- 16.12 A mutually agreeable Employee and Family Assistance Plan will be implemented effective October 1, 1993. The cost of the Plan will be paid by B.C.I.T.
- 16.13 Joint Benefits Review Committee
- 16.13.1 To facilitate the orderly review of benefit plans, a Joint Benefits Review Committee shall be established consisting of
- 16.13.1.1 one representative from the BCGEU Support Staff Unit
 - 16.13.1.2 one representative from the BCGEU Instructional Unit
 - 16.13.1.3 one representative from the Association
 - 16.13.1.4 one representative from the Management Group
 - 16.13.1.5 one representative from the Institute (Manager, Compensation and Benefits)

16.13.2 The Committee shall monitor the following benefit plans to ensure consistent coverage and provide optimum protection for all employees and shall make joint recommendations regarding modifications to the bargaining principals for ratification

- 16.13.2.1 Medical Services Plan
- 16.13.2.2 Extended Health
- 16.13.2.3 Dental
- 16.13.2.4 Group Life
- 16.13.2.5 Accidental Death and Dismemberment
- 16.13.2.6 Long Term Disability
- 16.13.2.7 Employee and Family Assistance
- 16.13.2.8 and any other benefit plans agreed to by the principals

16.13.3 The Committee shall meet at the request of any two of the parties but not less frequently than every six months.

17.1 Resignations.1 Resignations

An Employee is required to give one (1) month written notice of resignation, but wherever possible three (3) months written notice should be given.

17.2 Termination on Account of Age.2 Termination on Account of Age

Any Employee who has reached the age of sixty-five (65) shall be terminated as of the end of the duty year in which the Employee attains age sixty-five (65), unless the Union and the Employer mutually agree that employment shall continue during the next duty year. Notice of termination on account of age shall be given to an Employee on or before November 30th of the duty year at the end of which the termination is to be effective.

STATEMENT: PURPOSE AND INTENT

The parties have entered into agreement on the provisions of this Article to produce a fair and equitable approach to handling Staff Reductions which may be necessary from time to time within the Association Bargaining Unit. Our mutual intent as a first step is to examine ways and means to avoid Staff Reduction or reduce its impact by the application of layoff avoidance strategies.

18.1 Notification.1 Notification

18.1.1 The Employer shall provide the Union with notice of a Staff Reduction before proposing a layoff to staff within the Bargaining Unit. The Employer may propose a layoff of Employees only as a result of an identified or stipulated reduction or termination of a program or option, services or function, or other special circumstances by mutual agreement. Therefore, layoff of staff shall be in accordance with the following provisions:

18.1.1.1 Notification of the possible effect of a decline in student enrolment, or reduction or termination of a program or option, services or function, shall be submitted to the Department concerned at a Department meeting, and to the Labour/Management Committee, at least three (3) months prior to the effective date of layoff.

18.1.1.2 Notification shall include the effective layoff date and layoff numbers by Department.

18.1.1.3 Layoff numbers shall not be greater than required to be consonant with the stipulated reduction or termination of a program or option, service or function. The number of individual layoff notices issued in a Department shall not exceed such numbers.

18.1.1.4 When responsibility for a course or courses, or equivalent course material, taught by a Regular Employee is transferred from one Department or Division of the Institute to another Department or Division, such transfer shall not be reason for a Regular Employee to become subject to Article 18 (Staff Reduction).

18.2 Layoff Avoidance Strategy Review.2 Layoff Avoidance Strategy Review

18.2.1 When layoff notice is delivered, the Department, in conjunction with the appropriate Manager, and assisted as appropriate by Human Resources and/or Labour Relations, shall take immediate action and within ten (10) working days shall undertake a review to determine whether a strategy to avoid the need for layoff within the Department can be devised. The review will address the following possibilities:

18.2.1.1 Counterbalancing Part-Time Studies/Industry Services Workload

The need for layoff may be alleviated in a Department where layoff notice has been served if the Department takes on a counter-balancing workload in Part-Time Studies or Industry Services. The Department would make assignments of Departmental staff for this work on a reasonable and equitable basis. The Union waives the premium workload calculation for work outside of normal hours, per Article 8.1.4.1, where an otherwise necessary layoff is being avoided by resort to this procedure. Staff would remain on regular salary.

18.2.1.2 Voluntary Layoff

A Regular Employee in a Department which has received layoff notice may apply to the Employer to volunteer for full or partial layoff as of the effective layoff date. An Employee who opts for such layoff shall not, however, be covered by the provisions for bumping and recall.

18.2.1.3 Early Retirement

A Regular Employee in a Department which has received layoff notice may apply to the Employer for early retirement if eligible under the terms of Article 9.11, with this benefit commencing as of the effective layoff date.

18.2.1.4 Job Sharing

Two or more Regular Employees in a Department which has received layoff notice may reduce their respective workloads and salaries to the extent necessary to remove the need for layoff in a Department. The Employer agrees to maintain all benefits for Employees in such a case - including pensions - at a level consistent with their respective 100% salary levels, provided that affected Employees elect to make their required level of pension and Long Term Disability contributions to accomplish this.

18.2.1.5 Voluntary Transfer

A Regular Employee in a Department which has received layoff notice may apply to transfer voluntarily to a vacancy in another Department at B.C.I.T. which has need of additional staff. The receiving Department will review the volunteer's qualifications to determine whether the volunteer is suitably qualified to enter the Department.

18.2.1.6 Retraining or Special Employment

The Employer may elect to provide the opportunity of retraining or return to Industry or Institutional Exchange for a Regular Employee in a Department which has received layoff notice at the Employee's regular rate of pay in a program mutually agreed upon by the Employer and the Employee provided that the amount of any remuneration received for the work experience in this program shall be deducted from the Employee's remuneration from the Institute. The Employer guarantees to reinstate the Employee at the end of the program in a position equivalent to the one previously held.

18.2.1.7 Other Strategies

The parties agree to pursue and encourage other strategies which may be available from time to time in a cooperative endeavour to avoid the need for layoff in a Department.

18.2.2 Should layoff avoidance strategies be successful the original layoff notice to the Department will be rescinded or reduced as appropriate.

18.3 Layoff Procedures.3 Layoff Procedures

18.3.1 Where there is still a need for layoff in a Department, layoff will occur in reverse order of seniority in a Department, starting with the Regular Employee with the least amount of seniority except in cases where essential skills or expertise must be retained, and this matter shall be dealt with as follows:

18.3.1.1 An individual Department member, or the Manager, or the whole Department may raise the question of essential skills or expertise within ten (10) working days of layoff notice being received by the Department.

18.3.1.2 Management, in consultation with the Department, and after taking into account Departmental objectives, projected Departmental activities for the coming year, and, where applicable, recent job descriptions, recent job postings and selection criteria, will determine criteria for use in making recommendations with respect to essential skills or expertise.

18.3.1.3 Questions involving the determination of essential skills or expertise are handled by the Departmental Selection Committee within one (1) month of layoff notice being received by the Department.

18.3.1.4 The Manager convenes the Selection Committee to review the essential skills or expertise of Department members within one (1) month of layoff notice being received by the Department. The review proceeds in order of seniority beginning with the least senior Employee in the Department by posing the following question: If this person were laid off, would the Department have within the Employees remaining the essential skills or expertise needed to meet Departmental objectives and activities?

18.3.1.5 If the answer is **YES**, then layoff would be recommended for the Employee; if the answer is **NO**, then the question would be posed for the next least senior Employee in the Department. This procedure would continue until the required number of Employees to be laid off have been identified.

18.3.1.6 Where the Selection Committee is deadlocked, the question involved shall be resolved in favour of the Employee with more seniority. This is a conclusive determination, with the outcome forwarded to the Dean for appropriate handling.

18.3.1.7 In all cases except deadlock, the Selection Committee's decision on its recommendations is forwarded to the Dean.

18.3.1.8 The Dean reviews the Selection Committee recommendations.

18.3.1.9 The Dean accepts or rejects the Selection Committee recommendations and informs the Manager.

18.3.2 Where a layoff decision must be made between Employees with identical seniority, the following steps shall be followed in order:

Step 1 The application of essential skills or expertise procedures under this Article if these procedures have not already been applied.

Step 2 If not resolved at Step 1, the Employees with identical seniority shall attempt to resolve the issue in private discussion.

Step 3 If not resolved at Step 2, the decision shall be made by a coin toss, conducted by the parties, in the presence of the Employees directly affected.

18.3.3 Layoff notice shall be served to the Employee appropriately identified as above giving a minimum of two (2) months notice before the layoff date becomes effective.

18.3.3.1 The Employer may give layoff notice to Employee(s) to the extent of a partial workload, Article 8.3.1.2 notwithstanding.

18.3.3.2 When an Employee on Professional Development Leave is working or studying outside the Greater Vancouver Regional District, and the Employee on Leave becomes subject to layoff provisions, the two (2) month notice required in this Article shall be calculated as not less than two (2) months from the expiry of the leave.

18.4 Rights of Employees With Layoff Notice.4 Rights of Employees With Layoff Notice

18.4.1 An Employee has the right to avoid layoff by opting for a full or partial workload available in Part-time Studies and Industry Services or another Department, if the Employee is suitably qualified to do the job and the receiving Department's Selection Committee so recommends with subsequent approval.

18.4.2 An Employee affected by layoff provisions has a right to displace Auxiliary Employees, subject to the Selection Committee recommendation, with subsequent approval, that the Employee can do the job.

18.4.3 An Employee must be given the option of transferring at no loss of pay or benefits into another Department if the Employee is recommended as being qualified for a vacancy there, by the receiving Department's Selection Committee, with subsequent approval, and the Employee shall have the right of first refusal over any outside candidate, or any inside candidate with less seniority, for such a position. If the transfer involves relocation to another part of the Province, the Employer shall pay necessary relocation expenses.

18.4.4 An Employee affected by partial layoff may opt for:

18.4.4.1 pro rata severance pay, combined with continuing Part-time Regular employment; or

18.4.4.2 full layoff with full severance pay.

18.4.5 An Employee may opt for a special period of Leave Without Pay for up to a year. This will enable the Employee to remain employed by the Institute - and eligible to continue on the Institute benefit program at the Employee's own expense if so desired - in the hope that conditions will change and that layoff will not be necessary in the future. However, layoff is merely deferred in these cases to the end of the leave period. In the event the layoff notice is cancelled and the Employee resumes employment, the Employee may establish the leave period as pensionable service by electing to make pension contributions for the period.

18.4.6 18.4.6.1 An Employee who has received formal notice of layoff has the right to displace (bump) any Regular Employee in the Institute who has less service seniority calculated as specified in Article 7.3, subject to three conditions:

18.4.6.1.1 The Employee must be senior to one or more of the Employees in the receiving Department;

18.4.6.1.2 The incoming Employee must have at least the minimum qualifications to carry out the duties involved; and

18.4.6.1.3. The skills or expertise of the displaced Employee are not essential to the receiving Department.

18.4.6.2 The bumping process shall proceed as follows, and shall be concluded within one (1) month of the individual indicating a wish to bump into a Department:

18.4.6.2.1 The Employee with layoff notice must identify, within one (1) month of receiving individual notice of layoff, the Department(s) into which the Employee wishes to bump and whether the Employee seeks to carry out Faculty, Assistant Instructor or Technical Staff functions or is willing to carry out any of these functions.

18.4.6.2.2 The qualifications of the incoming Employee shall be assessed by the Departmental Selection Committee using the criteria determined according to Article 18.3.1.2 as a guide. If the receiving Department's Selection Committee recommends, with subsequent approval, that the applicant has the minimum qualifications as determined by the Department (that is, the Employee can assume tasks within the Department) then the applicant provisionally enters the Department. In the event that the application is denied because the Employee lacks "minimum qualifications", evidence relied on to reach this decision must be presented in writing to the Employee and the Association.

18.4.6.2.3 If the Employee is provisionally placed in the Department, then the parties conduct a strategy review to determine whether the bumping Employee can be accommodated in the Department without resort to layoff. If a full or partial layoff is still necessary, then the Department conducts essential skills and expertise deliberations as per Article 18.3, assuming the presence of the bumping Employee in the Department.

- 18.4.6.2.4 The appointment of an incoming Employee may be full or partial, as necessary.
- 18.4.6.2.5 An Employee who successfully bumps into a position with a lower maximum salary will be placed as follows:
- 18.4.6.2.5.1 If the Employee's previous salary rate is above the new salary range, the Employee shall be placed at the top rate of that range.
- 18.4.6.2.5.2 If the Employee's previous salary rate is within the new salary range, the Employee shall be placed at the step above that previous salary.
- 18.4.6.2.6 An Employee who successfully bumps into a position with a higher maximum salary shall not suffer a reduction in salary and shall be placed as per the principle outlined in Article 11.5.12.3.
- 18.4.6.2.7 A displaced Employee shall be given two (2) months individual notice of layoff, either full or partial, as necessary.
- 18.4.6.2.8 Once the displacement process is completed, the Department proceeds to allocate duties as per Article 14.2.
- 18.4.6.2.9 A person who successfully bumps into a Department shall, for two years, have the right of return to the original Department when there is a vacancy for which that person is qualified, if no qualified person who has been laid off and is on recall wishes to fill such a vacancy.
- 18.4.7 An Employee may opt for severance pay at a rate equal to one (1) month's salary for every year of service up to a maximum of seven (7) months' salary, plus long service award as follows:
- | | | |
|----------|---|---------------------|
| 1 year | = | 1 month pro-rata |
| 2 years | = | 2 months pro-rata |
| 3 years | = | 3 months pro-rata |
| 4 years | = | 4 months pro-rata |
| 5 years | = | 5 months pro-rata |
| 6 years | = | 6 months pro-rata |
| 7 years | = | 7 months pro-rata |
| 10 years | = | *1 additional month |
| 15 years | = | 1 additional month |
| 20 years | = | 1 additional month |
- *effective 1990 January 01

The maximum allowable service for this calculation may be altered by mutual agreement of the parties.

18.5 Employer Options re Employees With Layoff Notice.5 Employer Options re Employees With Layoff Notice

- 18.5.1 The Employer may agree to provide leave with pay to Employees with layoff notice for up to

one (1) year for retraining work experience or some other purpose, provided any remuneration received by the Employee as a result of the leave activity shall proportionately reduce the Employer's salary obligation to the Employee. Where the Employer grants this leave with pay, layoff notice is merely deferred and will take effect at the conclusion of the leave period unless the layoff notice is cancelled.

18.5.2 Where layoff avoidance strategies are being pursued on behalf of the Employee which need time to be arranged, or in any other circumstance where there may be favourable developments arising which may lead to layoff notice cancellation or reduction, the Employer may defer serving layoff notice to an individual Employee.

18.6 Recall Rights for Employees Laid Off.6 Recall Rights for Employees Laid Off

18.6.1 When a vacancy to be filled by a Regular or Temporary Employee occurs in the Institute, Employees who have left employment at the Institute as a result of the application of layoff or who are currently on leave shall be notified by mail of the vacancy subject to the following conditions:

18.6.1.1 The vacancy occurs within two (2) years of the date the Employee left employment at the Institute or went on leave.

18.6.1.2 The Employee has on file in the Institute Human Resources Office, an application for such information which includes a current mailing address.

18.6.2 If any such Employees apply, then within the relevant Department the most senior Employee applying shall be rehired subject to the applicant having the necessary qualifications to do the job, as recommended by the Departmental Selection Committee, with subsequent approval.

18.6.3 In the event that a laid off Employee is reemployed by the Institute, the Employee shall reimburse the Employer any portion of vacation pay plus severance pay in excess of what would have been required to keep the Employee on full pay (plus allowances if applicable) from the Employee's layoff date to reemployment date. If the Employee is reemployed at a lower rate of pay, the Employee shall reimburse the Employer based on that lower rate.

19.1 General.1 General

- 19.1.1 The appropriate Manager has the responsibility to conduct a disciplinary review with an Employee when the suitability of the conduct or performance of an Employee's B.C.I.T. duties is in question.
- 19.1.2 All aspects of the disciplinary process shall be conducted in a fair, reasonable and objective manner. While any disciplinary process may lead to disciplinary action, the underlying intent is to work with the Employee to ensure that there is an acceptable level of improvement in conduct/performance.
- 19.1.3 When the matter involves such immediate danger to safety and life that the Employer decides that the Employee must be removed from the work place, or if during an investigation pursuant to this Article it is decided that it is advisable that the Employee be permitted or required to be removed from the work place, then the Employee may be granted release from duties, with pay, seniority, and all benefits, while the procedures of Article 19.2 are carried out. In these cases, immediate resort to the formal process (Step 2) may be taken.
- 19.1.4 Colleagues have a duty to respond to requests for information by appropriate Associate Deans or Directors where they have relevant knowledge and information concerning their peers, except that Employees who currently are involved in the developmental review process with a colleague may decline such requests for information. Employees responding to such requests for information shall be indemnified per Article 7.6.

19.2 Emergency Assessment.2 Emergency Assessment

- 19.2.1 Where an emergency assessment is necessary as a result of Article 19.1.3, representatives of the parties shall jointly investigate the matter and meet at a hearing with the Dean (or equivalent) at Step 2 of the disciplinary process at the earliest opportunity. The full facts shall be documented and shared with the Employee at such hearing in accordance with the principles of fundamental justice as outlined in Article 19.4.1.

19.3 Initial Assessment Process.3 Initial Assessment Process

- 19.3.1 An initial assessment process shall be undertaken which is appropriate to the nature and seriousness of the identified problem and/or concern. The purpose of this initial assessment discussion is to let the Employee know of the problem, and/or concern, to allow for mitigating facts and circumstances to become known, to identify standards and expectations, and to work jointly or point to ways and means that performance/behaviour can improve where that proves to be necessary.
- 19.3.2 A Dean, Director, or Manager may keep a file of personal notes, aides-memoir, and similar informal material concerning an Employee. Before material is transferred to the personnel files a full review shall be held with the Employee. No material shall be transferred from such files into the personnel file if the Employee has not been informed through such a review and in any case no material shall be transferred which is more than one (1) year old.
- 19.3.3 If a problem is confirmed at this step, then a reasonable period of time for improvement to develop shall be provided. Should insufficient improvement occur during this period, then there may be resort to formal process, Step 1. Should appropriate improvement occur, then the matter may be settled at any point by agreement between the Employee and the Manager.

19.4 Formal Process.4 Formal Process

19.4.1 General.4.1 General

19.4.1.1 The Union shall be advised of meetings held under Article 19.4 and has the right to representation. Management has the right to bring an additional representative to any meetings held under this Article.

19.4.1.2 All proceedings in the formal process, Steps 1 or 2, shall be guided by the principles of "fundamental justice" which in this context means the Employee is entitled to:

19.4.1.2.1 Adequate notice (at least ten (10) days) of meetings to be held under Article 19.4;

19.4.1.2.2 Right to a formal hearing;

19.4.1.2.3 Right to see evidence employed in the proceeding, and to cross-examine; and

19.4.1.2.4 The application of the principles of "progressive discipline" where discipline is warranted and, in any case, that disciplinary action shall be fair and appropriate to the identified problem/concern.

19.4.2 Formal Process - Step 1.4.2 Formal Process - Step 1

19.4.2.1 Where resort to the initial assessment process does not settle a disciplinary question, a Step 1 assessment may be conducted. The Employee will be further advised of the problem and the concern in writing; evidence and documentation will be shared, and the Employee will be advised of the consequences of not meeting identified standards and expectations of performance/behaviour within a period of not less than two (2) months.

19.4.2.2 No disciplinary action shall be taken at Step 1, except warning letters or the stopping of progression up the salary scale for a year only, subject to 19.4.2.3 following.

19.4.2.3 Article 19.4.2.2 preceding notwithstanding, the Employee's advancement may be delayed for more than one (1) year if official steps have commenced to terminate the Employee's employment at B.C.I.T.

19.4.2.4 Should the Employee's performance/conduct not improve during the Step 1 assessment period or periods, Step 2 may be invoked.

19.4.3 Formal Process - Step 2.4.3 Formal Process - Step 2

19.4.3.1 No disciplinary action except as provided in 19.4.2 above shall be taken against any Employee before the Dean (or equivalent) has fully reviewed the facts of the case and held a formal hearing with the Employee to establish just cause, unless the Employee waives the necessity of such a hearing.

19.4.3.2 The Dean shall provide the Employee and the Union with a written statement as to the reason for the hearing at least five (5) working days before the day of the hearing. Matters reviewed in this hearing shall be confined to those specified in the advance written statement.

19.4.3.3 In the event the Step 2 hearing results in the exoneration of the Employee, no further disciplinary action shall be taken and a record to this effect shall be placed in the Employee's personnel file. At the Employee's request, all reference to this matter shall be expunged from the Employee's personnel file.

19.4.3.4 If the result of the Step 2 hearing is the application of discipline then a letter indicating the disposition of the matter and a summary of the hearing shall be sent to the Employee. Copies shall be sent to the Union and placed on the Employee's personnel file. The Employee and the Union shall have the opportunity to add comments within thirty (30) days.

19.5 Additional Provisions.5 Additional Provisions

19.5.1 The burden of proof of cause for any disciplinary action shall rest with the Employer.

19.5.2 Any time limits specified in Article 19 may be altered by mutual agreement.

19.5.3 At the conclusion of each of Steps 1 and 2 the Employee has the right to appeal a decision through the grievance procedure. If it is found through the grievance procedure that the Employee is not at fault, any written disciplinary documents shall be removed from the Employee's file and the issues or allegations involved shall in no way be used in any future charges or allegations against the Employee.

19.5.4 All correspondence arising from Article 19 shall be copied to the Association and the Labour Relations Department.

19.6 Reinstatement.6 Reinstatement

19.6.1 When an Employee has been suspended or terminated and as a result of a subsequent investigation, hearing or grievance procedure the suspension or termination is found to be unjustified, the Employee shall be reinstated immediately and no record of the matter shall remain in the personnel file unless requested by the Employee.

19.6.2 In any reinstatement arising from this Article there shall be full reinstatement of all back pay, benefits, and seniority unless otherwise decided by the Employer and Employee, or by a mutually-agreed arbitrator who shall provide a decision with reasons in writing.

19.7 Termination for Cause.7 Termination for Cause

19.7.1 An Employee terminated for cause shall be given one (1) month's salary and benefits in lieu of notice.

20.1 General.1 General

20.1.1 It is agreed between the parties that regardless of what other staff or Employees may be included in the Bargaining Unit, the following are included in the definition of "Faculty members, and Assistants, and related Technical Staff":

20.1.1.1 Any person within the Union's certification who teaches or has a teaching-related function in connection with a course, class or training, carried on by or at B.C.I.T., or under the B.C.I.T. label; and who is paid by salary, wages, honorarium, or fee through B.C.I.T.

20.1.2 Subject to Article 20.2 and 20.3, the following shall be determined by a joint Union/Employer Committee, and as specific clauses are agreed upon they shall become a part of this Agreement.

20.1.2.1 The definition and classification of persons in the Bargaining Unit and employed in Part-Time Studies and Industry Services;

20.1.2.2 The specification of which clauses of this Agreement shall apply, and which shall not apply, to Part-Time Studies and Industry Services;

20.1.2.3 Additional clauses applying to Part-Time Studies and Industry Services.

20.1.3 Without restricting the foregoing, the Employer agrees to require, as a condition of employment or services agreement of any kind, deduction of Union dues on the same basis as is in effect for other Employees within the Bargaining Unit.

20.2 Industry Services and Distance Education Departments.2 Industry Services and Distance Education Departments

20.2.1 The parties agree that all of the Collective Agreement shall apply to the Industry Services and Distance Education Departments with the exception of the following clauses, which shall be subject to further negotiation, and with the exception of any other items which may be mutually agreed from time to time:

1.8.7	Faculty Members and Assistants and Related Technical Staff
2.1.8	Union Activities
8.1.4.1	Regular Employees
4.5.3	Guest Lecturers
4.5.4	Guest Lecturers
4.5.5	Guest Lecturers
7.4	Course Materials
7.5	Patents and Copyright
8.1	Hours of Work
8.2	Faculty Workload
8.3	Staff Workload and Overtime

20.2.2 These exceptions relate only to those Employees in the Industry Services or Distance Education Departments who are not also carrying a full or partial workload as a Regular or Temporary Employee elsewhere in the Institute.

20.3 Part-time Studies Departments.3 Part-time Studies Departments

20.3.1 For the purpose of the joint Union/Management Committees as defined in the Collective Agreement, Employees who work for Part-Time Studies are considered to be members of one of the Part-Time Studies Departments.

20.3.2 Employees in Part-Time Studies shall have access to the Grievance Procedure in Article 3.

20.3.3 Article 20.1 notwithstanding, any provision of the Agreement specifically referring to Part-Time Studies shall be in full force and effect.

21.1 Term of The Agreement.1 Term of The Agreement

The term of the Agreement shall be from January 1, 1996 to June 30, 1998.

21.2 Agreement to Continue in Force.2 Agreement to Continue in Force

Both parties shall adhere fully to the terms and conditions of this Agreement during the period of bona fide collective bargaining for the next Collective Agreement.

21.3 Contributions to Funds.3 Contributions to Funds

In respect to any funds established under this Agreement, the Union and the Employer may from time to time contribute additional funds beyond those required by the provisions of this Agreement.

Article 22 Memoranda of Agreement Article 22 Memoranda of Agreement

The parties agree that no changes to any memorandum of agreement existing and in force at the time of the ratification of this contract are intended. They will remain in force except where they have an expiry date or where they contradict the language of this Collective Agreement.

The parties agree to list, on January 2 of each year, the memoranda of agreement that continue to be in force.

Signed this 1st day of April, 1997

On behalf of The Faculty and Staff Association

On behalf of B.C.I.T.

“Jennifer Orum”

“Ron Kessler”

“Bruce Curtis”

“Colin Shaw”

“Tom Nowak”

“Tomi Eeckhout”

“Donna Burns”

“George Eisler”

“Gordon Farrell”

“Clodine Sartori”

“Trevor Williams”

The parties agree that the operation of Article 8.1.1, 8.4.4, and the first sentence of Article 8.4.6 are suspended for Computer Operators and Junior Computer Operators in the Computer Centre and that the following provisions shall apply:

AP1.1	Shift Schedule Parameters	AP1.1	Shift Schedule Parameters
AP 1.1.1			
	AP1.1.1.1	Subject to Appendix 1.1.4, Day Shifts Monday to Friday shall start at 0700 hours.	
	AP1.1.1.2	Subject to Appendix 1.1.4, Evening Shifts Monday to Friday shall start at 1600 hours.	
	AP1.1.1.3	Weekend Shifts shall start at 0600 hours.	
	AP1.1.1.4	The provisions of Appendix 1.1.1.1 or .2 may be waived in any particular schedule provided that the Director and the Employee affected agree, and that such agreement has been given in written form and for a specified time period, which may be renewed or extended by the same process.	
AP 1.1.2			
	AP1.1.2.1	Any shift shall not exceed ten (10) hours, inclusive of one (1) unpaid lunch hour and two (2) paid fifteen (15)-minute breaks.	
	AP1.1.2.2	Employees shall be provided with appropriate and sufficient security during all shifts. When an Employee's Evening or Weekend shift ends, the Employer shall provide a security escort to the Employee's transportation, at the request of the Employee.	
	AP1.1.2.3	All shifts shall be continuous duty periods, exclusive of lunch and coffee breaks (i.e. no "split shifts").	
	AP1.1.2.4	All shift assignments for full-time Employees shall have a minimum of seven (7) duty hours, inclusive of two (2) paid fifteen (15)-minute breaks.	
AP 1.1.3			
	AP1.1.3.1	If the Institute gives notice of its intent to implement a graveyard shift the parties will attempt to negotiate the compensation for the Employees affected. Until such compensation is agreed upon or settled in accordance with Appendix 1.1.3.2 work performed outside the hours allowed under Appendix 1.1.1 and 1.1.2 above shall be overtime.	
	AP1.1.3.2	Not earlier than two (2) months after written notice from the Institute of its intention to implement a graveyard shift either party may by written notice to the other require that the compensation of Employees on the graveyard shift be determined by the following final offer selection procedure:	

- AP1.1.3.2.1 The final offer selector shall be chosen in the same way that an arbitrator is chosen under Article 3.9.
- AP1.1.3.2.2 On receiving notice of appointment the final offer selector will direct both parties to submit, within two (2) weeks, a written statement of their final proposals with respect to compensation of Employees on the graveyard shift.
- AP1.1.3.2.3 As soon as possible after the expiry of those two (2) weeks the final offer selector will convene a hearing in Vancouver to hear evidence and argument from the parties. The hearing will not exceed one (1) eight (8) hour day divided equally between the parties.
- AP1.1.3.2.4 Within one (1) week after the date of the hearing the final offer selector will advise the parties by written award, with reasons not exceeding two (2) pages in length, that the final offer selector accepts the proposals of either the Institute or the Association. Unless the parties agree otherwise the final offer selector will not modify in any way the selected proposal.

AP1.1.4

- AP1.1.4.1 In any one (1) period of consecutive days in which an Employee is assigned duty, an Employee may be assigned day shifts (including weekend shifts) only, or evening shifts only but shall not be assigned a mixture of evening shifts and day shifts (including weekend shifts). There shall be a minimum of thirty (30) clear (duty-free) hours between changes.
- AP1.1.4.2 Subject to Appendix 1.3.3.5 below, a period of no less than thirteen (13) duty-free hours shall be allowed from the completion of one (1) assigned shift to the commencement of the next assigned shift for any Employee.
- AP1.1.4.3 An Employee shall be assigned no more than five (5) consecutive day shifts or five (5) consecutive evening shifts.
- AP1.1.4.4 Except for overtime, an Employee shall not be assigned more than one hundred seventy-five (175) duty hours in any five (5) week cycle, and pro-rata for any schedule based on a cycle other than five (5) weeks.
- AP1.1.4.5 Each shift schedule shall be based on a complete cycle which does not exceed six (6) weeks. If a new schedule is implemented before the previous schedule has completed its cycle, then each Employee shall be compensated on an overtime basis, as provided in Appendix 1.3.3 below, for the total duty hours worked during the previous uncompleted cycle which are in excess of the total duty hours which could be assigned in that period based on thirty-five (35) duty hours per week.

- AP1.1.4.6 Any or all of the following four (4) provisions may be waived in any particular schedule provided that each of the Employees affected agrees, and that such agreement has been given in written form and for a specified time period which may be renewed or extended by the same process.
- AP1.1.4.6.1 In any complete cycle, each Computer Operator or Junior Computer Operator shall be scheduled for the same number of day shifts, evening shifts and weekend shifts, as any other Computer Operator and Junior Computer Operator.
- AP1.1.4.6.2 A shift schedule which includes weekend shifts shall not assign to any Employee more than eleven (11) evening shifts during any five (5) week cycle, and pro-rata, rounded to the nearest whole number of shifts, for schedules based on a cycle other than five (5) weeks.
- AP1.1.4.6.3 A shift schedule which does not include weekend shifts shall not assign to any Employee more than thirteen (13) evening shifts during any five (5) week cycle and pro-rata, rounded to the nearest whole number of shifts, for schedules based on a cycle other than five (5) weeks.
- AP1.1.4.6.4 An Employee shall be assigned no more than two (2) weekend shifts in any five (5) week period.
- AP1.1.4.6.5 Except where this requirement would conflict with any other provision of this Appendix, at least one (1) Computer Operator shall normally be assigned to each scheduled shift for which an Operator is required.

AP1.2 Schedule Committee AP1.2 Schedule Committee

AP1.2.1 A Schedule Committee shall be established consisting of:

- AP1.2.1.1 the Supervisor, Computer Operations;
- AP1.2.1.2 the Computer Operators;
- AP1.2.1.3 the Junior Computer Operators.

AP1.2.2 The Schedule Committee shall be responsible for preparing shift schedules and shift assignments for the Computer Operators and Junior Computer Operators, and for recommending such schedules and assignments to the Director for implementation. The schedules and assignments shall be consistent with the provisions of the Agreement, including this Appendix.

AP1.2.3 The Director shall be responsible for approving and implementing shift schedules and shift assignments for the Computer Operators and Junior Computer Operators. The Director shall exercise this authority in consultation with the Schedule Committee, and subject to the provisions of the Agreement, including this Appendix.

AP1.2.4 The Director shall post within the Computer Centre the shift schedules and shift assignments no less than four (4) weeks in advance of implementation.

AP1.2.5 Appendix 1.2.3 notwithstanding, Employees may trade shift assignments provided they notify the Director at least twenty-four (24) hours in advance, and provided there is no additional compensation required by the Collective Agreement, and provided the work requirements can be met. If there is any form of additional compensation, Employees may still trade shifts provided they receive advance approval from the Director.

AP1.2.6 For purposes of applying Article 9.2.1.3 (Annual Vacation) to Computer and Junior Computer Operators, vacation entitlement shall be calculated on an hourly basis, with one week of vacation entitlement exempting an Employee from thirty-five (35) duty hours, and pro-rata.

AP1.3 Compensation AP1.3 Compensation

AP1.3.1 The salary levels for Computer Operators and Junior Computer Operators shall be as specified in Article 15.

AP1.3.2

AP1.3.2.1 A shift differential shall be paid in accordance with Article 15.15.

AP1.3.2.2 Overtime for work performed outside of 0700 hours to 1600 hours shall be calculated on the basis of the Employee's regular rate plus the shift differential.

AP1.3.2.3 Overtime for work performed between 0700 hours and 1600 hours shall not be calculated including the shift differential, except where such overtime work commenced before 0700 hours, in which case overtime shall be calculated on the basis of the Employee's regular rate plus the differential.

AP1.3.3 Except for work performed under Appendix 1.3.3.6 (Relief Coverage), any duty hours assigned outside of an Employee's regularly assigned schedule as specified herein are considered overtime, and shall be compensated in accordance with the following provisions:

AP1.3.3.1 Subject to .3 and .4 below, the first three (3) hours shall be compensated at time-and-one-half.

AP1.3.3.2 Subject to .3 and .4 below, all subsequent overtime shall be compensated at double time.

AP1.3.3.3 In accordance with 8.4.6 (second sentence), work performed on an Employee's regularly scheduled day of rest or on a holiday shall be compensated at double time.

AP1.3.3.4 All overtime work performed between 0000 hours and 0700 hours shall be compensated at double time.

- AP1.3.3.5 Except as provided under Appendix 1.3.3.6 (Relief Coverage), when an Employee has been called in to perform duties on a regularly scheduled day of rest, or on a holiday, or at a time during which the Employee does not have a regularly assigned shift, the Employee shall be compensated at double time, and for a minimum of four (4) hours duty. The foregoing notwithstanding, when the Employee has completed the duties for which specifically the Employee was called in, the Employee shall not be required to remain at the Institute for the four (4) hours duration, provided the Employee notifies the Director or designate, if available, of the Employee's intention to leave.
- AP1.3.3.6 Should relief coverage for unscheduled leaves of absence (due to sickness, accidents, etc.) be required, the Employer may require an Employee temporarily to change shifts, provided the Employer gives no less than twenty-four (24) hours notice, and in accordance with the following:
- AP1.3.3.6.1 If such a change in shifts results in two (2) shifts being assigned to the Employee within a twenty-four (24) hour period, the Employee shall be compensated at overtime rates as specified in Appendix 1.3.3.1, .2, .3 and .4 of this Appendix for the first changed shift. No shift changes shall be made which result in this occurring more than once to an Employee in any seven (7) day period.
- AP1.3.3.6.2 Subject to Appendix 1.3.3.6.1, compensation for all changed shifts shall be at a rate which is the greater of:
- AP1.3.3.6.2.1 The rate applying for the Employee's previously scheduled shifts, if any within twenty-four (24) hours of the changed shift; or
- AP1.3.3.6.2.2 The rate normally required for the changed shift.
- AP1.3.3.6.3 No shift change under Appendix 1.3.3.6 of this Appendix shall result in an Employee receiving less compensation than the Employee would otherwise have received without the change.
- AP1.3.3.6.4 If relief coverage is required and the Employer is unable to provide twenty-four (24) hours notice to an Employee, then the Employer may arrange coverage subject to the provisions of Article 8.4.9 and .10 and Appendix 1.3.3.1 of this Appendix.

AP1.3.4 When an Employee covered under this Appendix leaves a position as a Computer Operator or Junior Computer Operator then the Employee shall be compensated on an overtime basis as in Appendix 1.3.3.1 and .2 of this Appendix for the total duty hours worked during the last uncompleted cycle which are in excess of the total duty hours which could be assigned in that period based on thirty-five (35) duty hours per week.

AP2.1 General

AP2.1.1 The parties agree that all mutually agreed job descriptions will form part of the Collective Agreement.

AP2.2 Technical Staff

AP2.2.1 Preamble

AP2.2.1.1 If the assigned duties proposed for a Technical Staff position are inconsistent with or inappropriate to the Job Summaries and Characteristic Duties in AP2.2.2, AP2.2.3, AP2.2.4, and AP2.2.5, then an appropriate Job Description shall be developed and mutually agreed, in accordance with Article 2.4 (Job Change).

AP2.2.2 Laboratory Helper

AP2.2.2.1 Job Summary

This is a classification for a helper in the laboratory who performs routine tasks primarily of washing glassware or other cleaning and general duties of a similar nature that may be assigned.

AP2.2.2.2 Qualifications

AP2.2.2.2.1 Grade Ten (10) or equivalent.

AP2.2.2.2.2 A reasonable level of manual dexterity.

AP2.2.2.2.3 Experience as an aide in the Health Care Industry may be an asset.

AP2.2.2.3 Training

Necessary knowledge can be gained by on-the-job training.

AP2.2.2.4 Promotion

There is no promotional potential intrinsic to this position. Laboratory Helpers may acquire the educational and other qualifications to qualify the Laboratory Helper for advancement at which point application for such appointment may be made when a vacancy exists.

AP2.2.2.5 Characteristic Duties

AP2.2.2.5.1 Cleans apparatus in the laboratory;

AP2.2.2.5.2 Washes glassware, plasticware and recycled equipment used for simulation (such as I.V. tubing);

- AP2.2.2.5.3 Under direction, stocks student equipment lockers;
- AP2.2.2.5.4 Keeps students' records including the recording of breakages, equipment loans and recording of locker details;
- AP2.2.2.5.5 Assists in setting up labs by tidying and cleaning the lab area and carts, and by preparing simulation material such as sutures and ampules for reconstitution;
- AP2.2.2.5.6 May assist in inventory and stocking supply areas;
- AP2.2.2.5.7 May assist in handling laundry;
- AP2.2.2.5.8 Performs other related duties of a similar nature, as directed.

AP2.2.2.6 Hours of Work

Laboratory Helpers are assigned thirty-five (35) hours per week of duties in laboratories.

AP2.2.3 Technician I Technical Staff Steps 1-6

AP2.2.3.1 Job Summary

Under supervision, the Technical Staff Employee Step 1-6 may perform duties that will assist in preparation for the instruction process. The work performed will be clearly outlined and will not require the individual to make decisions beyond the job at hand. The Employee can assemble routine demonstration apparatus and equipment for classroom demonstrations or laboratory use and may be required to carry out technical tasks and undertake minor organizational responsibilities in the laboratory.

AP2.2.3.2 Desirable Qualifications

- AP2.2.3.2.1 Graduation from secondary school or equivalent.
- AP2.2.3.2.2 A minimum of one (1) year experience in the laboratory.

AP2.2.3.3 Salaries, Hours of Work and Duty Year

As outlined in this Agreement.

AP2.2.3.4 Characteristic Duties

- AP2.2.3.4.1 Prepares and assembles apparatus and equipment for practical application in the laboratory;
- AP2.2.3.4.2 Cleans and cares for apparatus and equipment used in the laboratory;

- AP2.2.3.4.3 Performs minor organizational duties such as filing, keeping records, entering student data on cards, stock controlling and ordering of supplies;
- AP2.2.3.4.4 Maintains quality control of laboratory materials set out for the students;
- AP2.2.3.4.5 Performs simple repairs to laboratory apparatus and equipment;
- AP2.2.3.4.6 Maintains supplies of parts for equipment used in laboratories;
- AP2.2.3.4.7 Sets up and fills standard solutions including acids, bases and other reagents;
- AP2.2.3.4.8 May assist in the use of audio-visual equipment;
- AP2.2.3.4.9 May assist in supervising laboratory helpers employed in the laboratory;
- AP 2.2.3.4.10 Performs other such related work as may be assigned.

AP2.2.4 Technician II Technical Staff Steps 7-11 AP2.2.4 Technician II Technical Staff Steps 7-11

AP2.2.4.1 Job Summary

Under minimum supervision the Step 7-11 Employee will perform duties that will assist in preparation for instructional processes. The Employee will be responsible for building, assembling, testing, adjusting, dismantling and maintaining of apparatus and equipment in the laboratories; the level of service not to exceed the "Desirable Qualifications". The Step 7 - 11 Employee prepares the laboratory for use. The Employee is responsible for the organization and maintenance of quality control of material and equipment.

AP2.2.4.2 Desirable Qualifications

- AP2.2.4.2.1 Two (2) years experience as a Laboratory Assistant plus one additional year of appropriate post-secondary education; or
- AP2.2.4.2.2 Diploma of Technology or equivalent.

AP2.2.4.3 Salaries, Hours of Work and Duty Year

As outlined in this Agreement.

AP2.2.4.4 Characteristic Duties

- AP2.2.4.4.1 Prepares, assembles and operates apparatus and equipment for practical application in laboratory work;

- AP2.2.4.4.2 Tests new apparatus and equipment;
- AP2.2.4.4.3 Takes responsibility for the care of apparatus, equipment, and supplies;
- AP2.2.4.4.4 May be responsible for the inventory records of materials and equipment;
- AP2.2.4.4.5 May recommend to the Manager the purchase of supplies and new laboratory equipment;
- AP2.2.4.4.6 Effects repairs on laboratory apparatus and equipment;
- AP2.2.4.4.7 May assist in the preparation of audio-visual materials, and equipment;
- AP2.2.4.4.8 May assist in supervising junior Technical Staff employed in the laboratory;
- AP2.2.4.4.9 May assist in instructing students in the use of laboratory apparatus and equipment;
- AP2.2.4.4.10 Attends Department meetings for discussion on laboratory;
- AP2.2.4.4.11 Performs other such related work as may be assigned.

AP2.2.5 Technician III Technical Staff Steps 12-15 AP2.2.5 Technician III Technical Staff Steps 12-15

AP2.2.5.1 Job Summary Job Summary

Under the direction of the Program/Department, in accordance with Article 2.7, it is intended that this classification will apply to Employees who work in conjunction with Faculty members by:

- AP2.2.5.1.1 the provision of certain technical services related to the design and fabrication of apparatus, maintenance of equipment and other duties performed by technical service personnel;
- AP2.2.5.1.2 researching, controlling the quality, and maintaining the standards of student laboratory procedures;
- AP2.2.5.1.3 supervision and/or training of other technical personnel.

AP2.2.5.2 Characteristic Duties AP2.2.5.2 Characteristic Duties

- AP2.2.5.2.1 Researches, revises, controls and maintains the standards and quality of laboratory procedures;
- AP2.2.4.2.2 Supervises the preparation and assembly, or prepares and assembles apparatus and equipment for practical application in laboratory work;

- AP2.2.5.2.3 Designs and develops new apparatus for demonstration in laboratories;
- AP2.2.5.2.4 Takes responsibility for the care of machinery, equipment and supplies and may recommend to the Program/Department the purchase of new equipment;
- AP2.2.5.2.5 Supervises and/or trains other technical personnel in the performance of their duties;
- AP2.2.5.2.6 Attends Program/Department meetings;
- AP2.2.5.2.7 May be required to keep records pertaining to laboratory supplies and equipment;
- AP2.2.5.2.8 Performs such other related work as may be required, consistent with the foregoing Characteristic Duties and Job Summary.

AP2.2.5.3 Desirable Qualifications AP2.2.5.3 Desirable Qualifications

AP2.2.5.3.1 Education

- AP2.2.5.3.1.1 an appropriate Diploma of Technology or equivalent, or
- AP2.2.5.3.1.2 Technician Certification in a related area, or
- AP2.2.5.3.1.3 current professional registration such as R.T. (CSLT), R.T. (CAMRT), R.T.N.M. (CAMRT), R.D.M.S., A.Sc.T., C. Tech, or R.N.;

AND

AP2.2.5.3.2 Experience

- AP2.2.5.3.2.1 At least four (4) years' industrial, clinical, field or related experience.

AP2.2.5.4 Salaries, Hours of Work and Duty Year AP2.2.5.4 Salaries, Hours of Work and Duty Year

As outlined in this Agreement.

AP2.2.6 Former Advancement Provisions AP2.2.6 Former Advancement Provisions

- AP2.2.6.1 For those Technical Staff Employees who were hired on 1975 December 31 or earlier, the qualifications for advancement to Step 12 are as follows:
 - AP2.2.6.1.1 Diploma of Technology or equivalent and a minimum of two (2) years of relevant experience, or
 - AP2.2.6.1.2 status of a qualified tradesman in a relevant field.

AP2.2.6.2 For those Technical Staff Employees hired after 1975 December 31 and before 1990 February 09, the qualifications for advancement to Step 12 are as follows:

AP2.2.6.2.1 Diploma of Technology or equivalent, including CSCT or CAMRT, and five (5) years of relevant experience, or

AP2.2.6.2.2 status of a qualified tradesman in a relevant field with at least three (3) years of relevant experience.

AP2.3 Assistant Instructor AP2.3 Assistant Instructor

AP2.3.1 Job Summary AP2.3.1 Job Summary

AP2.3.1.1 In accordance with Article 14, the Program/Department will assign an Assistant Instructor duties in support of an Instructor or Instructors, which will normally include:

AP2.3.1.1.1 reinforcing the Instructor's lecture material and its application to problems, procedures and equipment;

AP2.3.1.1.2 teaching-related activities in a laboratory, clinical or field setting;

AP2.3.1.1.3 assisting an Instructor to develop course materials.

AP2.3.1.2 The Program/Department may also assign technical, supervisory or training duties as listed in Characteristic Duties below.

AP2.3.1.3 The Assistant Instructor's duties will not include sole responsibility for either the development or the delivery of a course.

AP2.3.1.4 The Assistant Instructor may be offered the opportunity to lecture on an occasional basis in a Guest Lecturer capacity. Payment as a Guest Lecturer shall be in addition to the Assistant Instructor's normal salary.

AP2.3.2 Characteristic Duties AP2.3.2 Characteristic Duties

The Assistant Instructor may:

AP2.3.2.1 demonstrate and give practical instruction in a laboratory, clinical or field setting;

AP2.3.2.2 assist in the marking of assignments pertaining to the Assistant Instructor's qualified area of instruction;

AP2.3.2.3 counsel or assist individual students in laboratory, clinical or field work;

AP2.3.2.4 keep student records;

- AP2.3.2.5 assume responsibility for the supervision and discipline of students in the Assistant Instructor's charge.
- AP2.3.2.6 attend Program/Department meetings;
- AP2.3.2.7 invigilate exams and assist in their marking using a marking scheme developed by the Instructor in charge of the course;
- AP2.3.2.8 serve on Program/Department committees;
- AP2.3.2.9 provide certain technical services related to the design and fabrication of apparatus, maintenance of equipment, and researching and controlling the quality and standards of laboratory procedures;
- AP2.3.2.10 supervise and/or train technical personnel;
- AP2.3.2.11 perform other such duties as may be assigned. Such duties will be consistent with the foregoing Characteristic Duties and Job Summary.

AP2.3.3 Desirable Qualifications AP2.3.3 Desirable Qualifications

AP2.3.3.1 Education

- AP2.3.3.1.1 an appropriate Diploma of Technology or equivalent, or
- AP2.3.3.1.2 an appropriate Baccalaureate degree, or
- AP2.3.3.1.3 current professional registration such as R.T. (CSLT), R.T. (CAMRT), R.T.N.M. (CAMRT), R.D.M.S., A.Sc.T. or RN.;

AND

AP2.3.3.2 Experience

- AP2.3.3.2.1 At least four (4) years' industrial, clinical, field, or related experience;

AND

AP2.3.3.3 Instructional Skills

- AP2.3.3.3.1 Demonstrable instructional skills.

AP2.4 Other Job Descriptions by Memoranda of Agreement AP2.4 Other Job Descriptions by
Memoranda of Agreement

AP2.4.1 AP2.4.1

Memorandum of
Agreement Number

Title

76S8	Computer Centre
	(a) Supervisor, Systems and Programming
	(b) Senior Systems Analyst
	(c) Intermediate Systems Analyst
	(d) Junior Systems Analyst
	(e) Senior Programmer
	(f) Intermediate Programmer
	(g) Junior Programmer
	(h) Teaching Support Coordinator
	(i) Supervisor Computer Operations
	(j) Senior Software Programmer
	(k) Software Programmer
	(l) Coordinator Computer Information Services

Note: Except as otherwise provided in the Memorandum of Agreement 76S8, Computer Resources Employees are Technical Staff Employees with all working conditions and benefits pertaining thereto.

79S11 Change in Job Function, S. Berry

79S103 Job Description - Assistant Head, Engineering and Core, Continuing Education and Industry Services

79SI38 Job Description, Athletics Coordinator

8IS23 Job Description, Assistant Head, Industry Services

8IS35 Job Description, Coordinator, Student Financial Services

81S79 Working Conditions, P. Sawrenko, Technician IV

82S47 Job Description, Supervisor, Physics Labs and Workshops

82S48 Working Conditions, G. Paulson

82S57 Job Description, Chief Maintenance Technician, Broadcast Communications

82S102 Job Description, Institute Producer, KNOW Programmer, T. Garner, Secondment

83S27 Job Description, Release Faculty Person Computer Resources

83SI38 Job Description, Media Production Assistant Audio Visual

83SI39 Job Description, Graphic Artist, Audio Visual

- 83S140 Job Description, Distribution Technician Audio Visual
- 83S141 Job Description, Equipment Maintenance Technician, Audio Visual
- 83S142 Job Description, Video Maintenance Technician, Audio Visual
- 83S145 Job Description, Programme Head, Audio Visual
- 84S12 Job Description, Assistant Head, Business Continuing Education & Industry Services
- 89S213 Job Descriptions, Computer Resources
- (a) Junior Systems Analyst, Systems Development
 - (b) Intermediate Systems Analyst, Systems Development
 - (c) Senior Systems Analyst, Systems Development
 - (d) Junior Systems Analyst, User Help Centre
 - (e) Intermediate Systems Analyst, User Help Centre
 - (f) Senior Systems Analyst, User Help Centre
 - (g) Systems Programmer
 - (h) Senior Systems Programmer
 - (i) Junior Computer Operator
 - (j) Computer Operator
- 90S59 Job Description, Laboratory Helper
- 90S168 Job Description, Project Leader
- 90S200 Job Description, Project Engineer
- 91S2 Job Description, Computer Resources
- (a) Junior System Analyst, Microcomputer Labs
 - (b) Intermediate Systems Analyst, Microcomputer Labs
 - (c) Senior Systems Analyst, Microcomputer Labs
 - (d) Production Analyst
 - (e) Microcomputer Repair Technician
- 93S06 Job Description, Intermediate System Analyst, DOBIS Project
- 93S10 Job Description, Database Administrator, Computer Resources
- 93S17 Job Description, Systems Librarian
Head Cataloguer
Public/Technical Service Coordinator
- 94S02 Job Description, First Nations Advisor
- 94S08 Job Description, System Support Coordinator
- 94S09 Job Description, Cooperative Education Officer

AP2.5 Nurses: Medical Services Department - M/A #88S57 AP2.5 Nurses: Medical Services Department - M/A #88S57

AP2.5.1 Preamble AP2.5.1 Preamble

The parties recognize the need for an agreement which sets out certain conditions with regard to the category of Nurse in the Medical Services Department. Therefore, the parties agree to the following conditions for new Employees hired after the date of ratification of the Collective Agreement commencing 1984 January 01:

AP2.5.2 Salary Scale, Initial Placement, and Advancement AP2.5.2 Salary Scale, Initial Placement, and Advancement

The salary scale for the category of Nurse in the Medical Services Department shall be Technical Staff Step 7 - 15. Initial placement shall be per Articles 11.4.3.2 and .4, with the proviso that new job postings will specify the requirement of at least a minimum of two years of relevant experience. Advancement on the scale will be in accordance with Articles 11.5.1, .2, .3 and .6.

AP2.5.3 Annual Vacation AP2.5.3 Annual Vacation

Nurses in Medical Services shall have five (5) weeks annual vacation. After five (5) years of employment they shall receive one (1) additional day of vacation for each additional year of employment up to a maximum of ten (10) additional days.

AP2.5.4 AP2.5.4 Other Conditions

Nurses in Medical Services shall be covered by the terms and conditions of the Collective Agreement applicable to non-teaching Faculty except as specified herein.

AP2.5.5 Application AP2.5.5 Application

The parties further agree that the above conditions will apply only to new Employees after 1984 January 01 and to replacement Employees immediately upon the current incumbent(s) leaving the position through voluntary transfer, resignation, retirement, or termination for just cause.

AP3.1 Division of Education

AP3.1.1 School of Business

Broadcast Communications
Business Administration
Financial Management
Marketing Management
Operations Management

AP3.1.2 School of Computing and Academic Studies

Chemistry
Communication
Computer Systems Technology
Mathematics
Physics

AP3.1.3 School of Electrical and Electronic Technology

Electronics Engineering Technology

AP3.1.4. School of Engineering Technology

Biological Sciences
Building
Chemical Sciences
Civil and Structural
Cooperative Education, School of Engineering
Engineering Technology Part-Time Studies, Industry Services and Distance Education
Geographic Information Systems
Geomatics
Mechanical
Mining
Petroleum
Renewable Resources
Wood Products Manufacturing

AP3.1.5 School of Health Sciences

- Basic Health Sciences
- Electro Diagnostics
- Health Engineering
- Health Protection
- Medical Imaging
- Medical Laboratory Technology
- Nursing
- Specialty Nursing

AP3.1.6 Learning Resources Unit

- Learning Resources Unit

AP3.2 Division of Finance and Administration

- BCIT International

AP3.3 Division of Student Services and Educational Support

- ARCS Laboratory
- Audio/Visual
- Computer Resources
- Cooperative Education
- Counselling
- Educational Resource Centre for Students with Disabilities
- Financial Aid and Awards
- First Nations Services
- Library Services
- Medical Services
- NOW Project
- Program Advising
- Technology Centre
- Timetabling

AP4.1 Voluntary Transfer Between Bargaining Units - Entitlements

This is a three-party agreement and is NOT part of the Collective Agreement, but is included here for reference.

Memorandum of Agreement
Re: Voluntary Transfer between Bargaining Units

1989 November 01

AP4.1.1 The parties have unanimously agreed that for B.C.I.T. Employees who have voluntarily moved from one Union jurisdiction to another the following will apply:

AP4.1.1.1 They will carry with them their accrued seniority to the date of the transfer.

AP4.1.1.2

AP4.1.1.2.1 Sick Leave: Association members transferring to the BCGEU: Employees carry with them banked sick leave to be used to "top up" STIIP. Any unused credits will be paid out on retirement as per the BCGEU Collective Agreement.

AP4.1.1.2.2 Sick Leave: BCGEU members transferring to the Association: Employees carry with them any banked Sick Leave. Those with no bank or one with less than six (6) days will be given a six (6) day bank.

AP4.1.1.3 Vacation entitlement will be prorated as of the date of transfer, and will be calculated on service time based on their accrued seniority.

AP4.1.1.4 Any difference in Employee benefit provisions will be effective as of the date of transfer. Coverage will be continuous.

AP4.1.1.5 Employees who are grandfathered members of the Pension (Public Service) Plan will remain in that plan. Members of other plans will move to the plan appropriate to their new position as of the date of transfer.

AP4.1.1.6 As of the date of transfer all terms and conditions of the new Collective Agreement covering the new position will apply to the transferring Employee.

AP5.1 Implementation AP5.1 Implementation

The three levels of Administrative allowances shall be reduced to two levels effective 1990 April 01.

All Employees who received a Chief Instructor Allowance from 1989 April 01 to the date of this agreement shall receive a sum of \$100 in lieu of retroactivity in the change of allowances. These Employees shall receive Level 1 Allowances.

AP5.2 Review of List AP5.2 Review of List

AP5.2.1 Revision Process for List of Positions where Allowances are paid:

- AP5.2.1.1 The Labour/Management Committee will publish a revised list once annually on or before January 31.
- AP5.2.1.2 The Program or Group will review the list, and if alteration is recommended, notify the Union, the appropriate Manager, and the Director of Labour Relations.
- AP5.2.1.3 The Union or the Employer may also propose an alteration to the list.
- AP5.2.1.4 By mutual agreement, the Labour/Management Committee will decide on allowance change proposals.
- AP5.2.1.5 If an allowance is granted, the Labour/Management Committee will determine the Level and the effective date of the allowance. In making these decisions the Labour/Management Committee will consider the following elements:
 - AP5.2.1.5.1 Range, level and complexity of functions coordinated.
 - AP5.2.1.5.2 Number of persons coordinated.
 - AP5.2.1.5.3 Number of students the person is responsible for.
 - AP5.2.1.5.4 Extent of involvement in student recruitment.
 - AP5.2.1.5.5 Range, level and complexity of internal contacts.
 - AP5.2.1.5.6 Range, level and complexity of external contacts.
 - AP5.2.1.5.7 Budget responsibility.
 - AP5.2.1.5.8 Degree to which technical responsibility may be shared with the Manager.

This list is not exhaustive and is not prioritized.

AP6.1 General

AP6.1.1 Effective November 1, 1997, the Long Term Disability Plan described in this appendix, attached to and forming a part of the Collective Agreement, shall be implemented for all eligible employees in the bargaining unit. The previous plan shall be discontinued. No individual employee participating in the previous LTD plan shall be disqualified from participation in the new plan by virtue of the change in plan, and any waiting period partially completed at the time of the implementation of the new plan shall not be extended by virtue of the implementation of the new plan.

AP6.2 Eligibility

AP6.2.1 Regular Employees shall be covered by the Long Term Disability Plan upon completion of six (6) months active employment with the Employer.

AP6.2.2 An Employee who is not actively at work because of illness or injury on the work day coincident with, or immediately proceeding, the date s/he would otherwise have become eligible for coverage under the Plan will not be eligible for coverage until the date the Employee returns to active employment.

AP6.2.3 Coverage in the plan is a condition of employment.

AP6.3 Long Term Disability Benefit

AP6.3.1 In the event of an Employee, while covered under this Plan, becomes totally disabled as a result of an accident or a sickness, then, after the Employee has been totally disabled for six (6) months, s/he shall be eligible to receive a monthly benefit as follows:

AP6.3.1.1 While the Employee has a sick bank balance to be used on a day-for-day basis, full monthly earnings will continue until the sick bank is exhausted, and AP6.7 will not apply.

AP6.3.1.2 AP6.3.1.2.1 When an Employee has no sick bank, or after it is exhausted, the Employee shall receive a monthly benefit equal to the sum of sixty-six and two thirds (66-2/3) percent of monthly earnings.

AP6.3.1.2.2 For the purposes of the above, earnings shall mean basic monthly earnings as at the date of disability as determined by the Employer.

AP6.3.1.2.3 The basic monthly earnings as at the date of disability shall be the salary in effect for the last month of the six month waiting period, or the last full month of pay prior to exhausting any banked

sick leave, taking into consideration any retroactive adjustments. The date of disability for determining the commencement of the first two (2) years of disability shall be the day following the last month of the six month waiting period.

- AP6.3.1.3 The Long Term Disability benefit payment will be made so long as an Employee remains totally disabled in accordance with AP6.4, and will cease on the date the Employee recovers, or at the end of the month in which the Employee reaches age 65, or resigns, or dies, whichever occurs first.
- AP6.3.1.4 An Employee in receipt of long term disability benefits will be considered an Employee for the purposes of superannuation and will continue to be covered by group life, extended health, dental and medical plans. Employees will not be covered by any other portion of the Collective Agreement but will retain seniority rights should they return to employment within six (6) months following the cessation of benefits.
- AP6.3.1.5 When an Employee is in receipt of the benefit described in AP6.3.1.2 above, contributions required for benefit plans in AP6.3.1.4 above and contributions for Superannuation will be waived by the Employer.
- AP6.3.1.6 An Employee engaged in rehabilitative employment with the Employer and who is receiving partial Long Term Disability benefit payments will have contributions required for benefit plans in AP6.3.1.4 above and contributions for Superannuation waived by the Employer, except that Superannuation contributions shall be deducted from any salary received from the Employer to cover the period of rehabilitative employment.

AP6.4 Total Disability

AP6.4.1 Total disability, as used in the Plan, means the complete inability because of an accident or sickness of a covered Employee to perform all the duties of his/her own occupation for the first two (2) years of disability. Thereafter, Employees able by reason of education, training or experience to perform the duties of a gainful occupation for which the rate of pay is not less than seventy-five (75) percent of the current rate of pay of their regular occupation at date of disability will not be considered totally disabled and will therefore not be eligible for benefits under this Long Term Disability Plan.

AP6.4.2 AP6.4.2.1 Total disabilities resulting from mental or nervous disorders are covered by the plan in the same manner as total disabilities resulting from accidents or other sicknesses, except that an Employee who is totally disabled as a result of a mental or nervous disorder and who has received twenty-four (24) months of Long

Term Disability Plan benefit payments must be confined to a hospital or mental institution or where they are at home, under the direct care and supervision of a medical doctor, in order to continue to be eligible for benefit payments.

AP6.4.2.2 During a period of total disability an Employee must be under the regular and personal care of a legally qualified doctor of medicine.

AP6.4.3 Rehabilitative Employment

AP6.4.3.1 AP6.4.3.1.1 If an employee becomes totally disabled and during this period of total disability engages in rehabilitative employment, the regular monthly benefit from this plan will be reduced by twenty-five (25) percent of the Employee's earnings from such rehabilitative employment. In the event that income from rehabilitative employment and the benefit paid under this plan exceed eighty-five (85) percent of the Employee's earnings at date of disability, the benefit from this plan will be further reduced by the excess amount. "Rehabilitative employment" shall mean any occupation or employment for wage or profit or any course or training that entitles the disabled Employee to an allowance, provided such rehabilitative employment has the approval of the Employee's doctor and the Employer.

AP6.4.3.1.2 The rehabilitative employment of a disabled Employee will continue until such time as the Employee's earnings from rehabilitative employment exceed eighty-five (85) percent of the Employee's earnings at the date of disability but in no event for more than twenty-four (24) months from the date benefit payments commence.

AP6.4.3.1.3 If earnings are received by an Employee during a period of total disability and if such earnings are derived from employment which has not been approved as rehabilitative employment by his/her doctor and the Employer, then the regular monthly benefit from the Plan will be reduced by one hundred (100) percent of such earnings.

AP6.4.3.2 In the event that an Employee has been classified as totally disabled for all occupations and engages in approved rehabilitative employment, the provisions of 6.4.3.1 above apply except that the rehabilitative employment may continue for twenty-four (24) months from the date rehabilitative employment commenced.

AP6.4.3.3 In the case where rehabilitative employment has been approved while an Employee is receiving a benefit under the provisions of AP6.3.1.1 the provision of AP6.4.3.1.1 shall not apply until the Employee is receiving a benefit under AP6.3.1.2.1.

AP6.5 Exclusions from Coverage

AP6.5.1 The Long Term Disability Plan does not cover total disabilities resulting from:

- AP6.5.1.1 War, insurrection, rebellion, or service in the armed forces of any country after the commencement of this plan;
- AP6.5.1.2 Voluntary participation in a riot or civil commotion except while an Employee is in the course of performing the duties of his/her regular occupation;
- AP6.5.1.3 Intentionally self-inflicted injuries or illness;
- AP6.5.1.4 Pregnancy, childbirth, miscarriage or abortion, except severe complications following termination of pregnancy; (Intention is no coverage for normal pregnancy);
- AP6.5.1.5 A disability known to the Employer which was specifically taken into account by the Employer at the time of hiring.

AP6.6 Pre-existing Conditions

AP6.6.1 An Employee shall not be entitled to Long Term Disability benefits from this Plan if his/her total disability resulted from an accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received in the ninety (90) day period prior to the date of hire unless s/he has completed twelve (12) consecutive months of service after the date of hire during which time s/he has not been absent from work due to the aforementioned accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received. This clause does not apply to present Employees who have been continuously employed since November 1, 1997.

AP6.7 Integration with other Disability Income

AP6.7.1 In the event a totally disabled Employee is entitled to any other income as a result of the same accident, sickness, mental or nervous disorder that caused him/her to be eligible to receive benefits from this Plan, the benefits from this plan will be reduced by one hundred (100) percent of such other disability income. Other disability income shall include, but not necessarily be limited to:

- AP6.7.1.1 Any amount payable under the Workers' Compensation Act or Law or an other legislation of similar purpose, and
- AP6.7.1.2 Any amount the disabled Employee receives from any group insurance, wage continuation of pension plan of the Employer that provides disability or retirement income, and
- AP6.7.1.3 Any amount of disability income provided by any compulsory act or law, and
- AP6.7.1.4 Any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled Employee is entitled or which s/he would be entitled if his/her application for such a benefit were approved, and
- AP6.7.1.5 Any amount of disability income provided by any group or association disability plan to which the disabled Employee might belong or subscribe.

AP6.7.2 The amount by which the disability benefit from this Plan is reduced by other disability income will normally be the amount to which the disabled Employee is entitled upon becoming first eligible for such other disability income. Future increases in such other disability income resulting from increases in the Canadian Consumer Price Index or similar indexing arrangements will not further reduce the benefit from this Plan.

AP6.7.3 Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage, integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity payments, or personal insurance disability income benefits exceed either:

- AP6.7.3.1 one hundred (100) percent of basic pay, or
- AP6.7.3.2 the applicable benefit percentage of the individual average total monthly income in the twelve (12) month period immediately preceding commencement of the disability, whichever is the greater. Where this provision is to apply the Employee will be required to provide satisfactory evidence of his/her total monthly income.

AP6.7.4 This section does not apply to a war disability pension paid under an Act of the Governments of Canada or other Commonwealth countries.

AP6.8 Successive Disabilities

AP6.8.1 If, following a period of total disability with respect to which benefits are paid from this Plan, an Employee returns to work on a full-time basis for a continuous period of six (6) months or more, any subsequent total disability suffered by that Employee, whether related to the preceding disability or not, shall be considered a new disability and the disabled Employee shall be entitled to benefit payments in accordance with the provisions of this Plan.

AP6.8.2 In the event the period during which such an Employee has returned to work is less than six (6) months and the Employee again suffers a total disability and that is related to the preceding disability, the subsequent disability shall be deemed a continuation of the preceding disability, and the disabled Employee shall be entitled to benefit payments in accordance with the provisions of this Plan as though s/he had not returned to work. Should such an employee suffer a subsequent disability that is unrelated to the previous disability and, provided the period during which the Employee returned to work is longer than one (1) month, the subsequent disability shall be considered a new disability and the Employee shall be entitled to benefit payments in accordance with the provisions of the Plan. If the period during which the Employee returned to work is one (1) month or less, the subsequent disability shall be deemed a continuation of the preceding disability and the disabled Employee shall be entitled to benefit payments in accordance with the provisions of this Plan.

AP6.9 Cessation of Plan Coverage

AP6.9.1 An Employee shall cease to be covered by this Plan at the earliest of the following dates:

- AP6.9.1.1 on the date of six (6) months prior to his/her sixty-fifth (65th) birthday;
- AP6.9.1.2 on the date of commencement of paid absence prior to retirement;
- AP6.9.1.3 on the date of termination of employment with the Employer;

AP6.9.2 Cessation of active employment as a regular Employee shall be considered termination of employment except when an Employee is on authorized leave of absence with or without pay.

AP6.10 Leave of Absence

AP6.10.1 Employees on leave of absence without pay may opt to retain coverage under the plan and shall pay the full premium, except when on approved Maternity/Parental Leave, when the Employer shall pay the premium to a maximum period of twelve (12) weeks for parental leave, eighteen (18) weeks for maternity leave and to a maximum period of thirty (30) weeks for maternity/parental leave combination. Coverage will be permitted for a period of eighteen (18) months of absence without pay except that if the leave is for educational purposes, the maximum period will be

extended to two (2) years. If an Employee on leave of absence without pay or with

partial pay, who has elected coverage under this plan becomes disabled, benefits under this plan will be based upon monthly earnings immediately prior to the current leave of absence.

AP6.11 Benefits Upon Plan Termination

AP6.11.1 In the event this Long Term Disability Plan is terminated, the benefit payments shall continue to be paid in accordance with the provisions of this Plan to disabled Employees who become disabled while covered by this Plan prior to its termination.

AP6.12 Contributions

AP6.12.1 The cost of this Plan will be borne 80% by the Employer and 20% by the Employee.

AP6.13 Waiver of Contributions

AP6.13.1 Employee contributions to this Plan shall be waived with respect to disabled Employees during the time such an Employee is in receipt of disability benefit payments from this Plan.

AP6.14 Claims

AP6.14.1 Long Term Disability claims will be adjudicated and paid by the claims-paying agent to be appointed by the Employer. In the event a covered Employee disputes the decision of the claims-paying agent regarding a claim for benefits under this plan, the Employee may arrange to have his/her claim reviewed by a Claims Review Committee composed of three (3) medical doctors; one (1) designated by the claimant, one (1) by the Employer, and a third agreed to by the first two. Written notice of a disputed claim or an appeal under this Plan shall be sent to the Plan Administrator.

AP6.14.2 Written notice of an appeal must be submitted within six (6) months from the date the claims-paying agent rejected the claim. The expenses incurred by a Claims Review Committee will be paid by the Plan.

AP6.14.3 Where an Employee has disputed the decision of the claims-paying agent and is awaiting the outcome of a review or an appeal, the Employee will be considered to be on a leave of absence without pay during the portion of the waiting period when s/he is not receiving pay or benefit allowance. During the waiting period, an Employee will continue to be covered by group life, extended health, dental and medical plans.

AP6.15 Physical Examination

- AP6.15.1 The Employer, at its own expense, shall have the right and be given the opportunity to have a medical doctor appointed by the Employer examine, as often as it may reasonable require any Employee whose injury, sickness, mental or nervous disorder is the basis of claim upon this Plan.

AP6.16 Canadian Currency

- AP6.16.1 All monies payable to or from this Plan shall be payable in Canada in Canadian currency.

AP6.17 Administration

- AP6.17.1 The Employer will be the administrator of the Plan. All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedures in Article 3 of this Agreement.

AP6.18 Implementation by Regulation

- AP6.18.1 The provisions of this Plan shall become part of a memorandum of agreement between the parties and will be implemented by regulation.

AP6.19 Benefit Level

- AP6.19.1 The benefit level for existing LTD recipients shall be increased by the same amount as the negotiated salary increase for other Employees in the bargaining unit.

MEMORANDUM OF AGREEMENT #1 MEMORANDUM OF AGREEMENT #1

between

BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY

and

BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY STAFF SOCIETY

RE: Collective Bargaining - Article 6.2

The parties agree that during the term of the agreement, the Labour/Management Committee will develop, as appropriate, a list of Managers in the Technology Centre, to whom the provisions of article 6.2 apply.

MEMORANDUM OF AGREEMENT #2 MEMORANDUM OF AGREEMENT #2

between

BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY

and

BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY STAFF SOCIETY

RE: Department Heads

It is agreed between the Parties that should the Institute ever reinstate the position of Department Head, the provisions of Article 6.3 and 1.08.12 of the 1989 - 1991 Collective Agreement shall be automatically reinstated as a part of the Collective Agreement in force at that time.

MEMORANDUM OF AGREEMENT #3 MEMORANDUM OF AGREEMENT #3

between

BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY

and

BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY STAFF SOCIETY

RE: Article 22

The parties are agreed that the Memoranda 86S41 (hours of work, Library) and 76S01 (patient care workload) are included in the revised Collective Agreement without prejudice to the position of either party at arbitration.

MEMORANDUM OF AGREEMENT #4MEMORANDUM OF AGREEMENT #4

between

BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY

and

BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY STAFF SOCIETY

RE: Technology Centre

Date: February 1993

The parties agree that the Labour/Management Committee (LMC) shall form a sub-committee to review the terms and conditions of appointment, including classification and rates of pay of Employees in the Technology Centre.

Each party shall nominate no more than three (3) persons each to this sub-committee, no later than two (2) months after the date of ratification of this Collective Agreement.

The sub-committee shall make recommendations to LMC, no later than eight (8) months after the date of ratification of this Collective Agreement.

MEMORANDUM OF AGREEMENT #5 MEMORANDUM OF AGREEMENT #5

between

BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY

and

BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY STAFF SOCIETY

RE: War Service Vacation Entitlement

The parties agree that the provisions of Article 9.02.2.A, .B, .C, and .D of the 1991 - 1993 Collective Agreement continue in full force and effect. They are as follows:

Article 9.02.2 War Service: Assistant Instructors and Technical Staff

- A. Service with the active Forces of the Crown during the wars specified in Article 9.02.2.C shall be counted in the calculation for vacation leave entitlement after the Employee has completed one (1) year's service with the Employer. This regulation applies solely to those who served as members of the Commonwealth Forces.
- B. Merchant Marine Service on the high seas (deep seas) during World War II shall be credited toward the service requirement for vacation leave purposes; Employees are required to submit certified records of their deep sea time for assessment by the Employer.
- C. The recognized dates of duration of the following wars are:
World War II from September 1, 1939 to June 30, 1947.
Korean Conflict from August 7, 1950 to July 27, 1953.
- D. Discharge certificates must be presented before War service is recognized.

MEMORANDUM OF AGREEMENT #6

between

BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY

and

BCIT FACULTY AND STAFF ASSOCIATION

RE: Article 5.2.5 Part-time Studies - Electronic Bulletin Board Postings

The Parties agree that the Labour/Management Committee shall form a sub-committee to study the feasibility of posting positions pursuant to Article 5.2.5 via an electronic bulletin board.

Each party shall nominate no more than two (2) persons to this sub-committee, no later than one (1) month after the date of ratification of this Collective Agreement.

The sub-committee shall give consideration to the technological feasibility and cost effectiveness of implementing an electronic bulletin board.

The sub-committee shall make recommendations to the Labour/Management Committee no later than six (6) months after the date of ratification of this Collective Agreement.

MEMORANDUM OF AGREEMENT #7

between

BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY

and

BCIT FACULTY AND STAFF ASSOCIATION

RE: Article 6

The parties agree that it could be of mutual benefit to the Institute and each of its three bargaining units to have all employee unions represented in selections of Managers. To that end, the parties to this Collective Agreement agree to invite representatives of the BCGEU Vocational Instructors and BCGEU Support Staff bargaining units to participate in quadrilateral discussions aimed at determining how representatives of the BCGEU bargaining units can actively participate in search committee activities currently described in Article 6.

The parties to this Collective Agreement further agree to amend, if necessary, the existing provisions of Article 6 in order to implement decisions agreed to in the proposed quadrilateral discussions. If no agreement is concluded, this Memorandum of Agreement expires on June 30, 1998.

MEMORANDUM OF AGREEMENT #8

between

BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY

and

BCIT FACULTY AND STAFF ASSOCIATION

RE: Professional Development Expense Funds for Employees on Leave

The parties agree that for employees who otherwise qualify under Article 10.03 for Professional Development Expense Funds (hereinafter referred to as PD Funds) ("Snapshot" taken each year on April 1):

1. All Employees, except those on General Purpose Leave Without Pay under Article 9.07 (hereinafter referred to as GPLWOP), shall be granted their full entitlement to individual or pooled PD Funds.
2. Employees on GPLWOP shall be entitled to a pro-rata allocation, based on the percentage of time that they are not on GPLWOP, of the full allocation of individual or pooled PD Funds which they would have received if they were not on GPLWOP..
3. Employees on any other type of part-time or full-time leave shall be entitled to the same share of individual pooled PD Funds which they would have received in they were not on leave.
4. Nothing in this Agreement shall prevent any Employee, whether he/she is or is not on any type of part-time or full-time leave, including GPLWOP, and who is ineligible for individual PD Funds from receiving a grant from his/her Program's pooled PD Fund as provided for in Article 10.03.8.

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