

# **Collective Agreement**

between

**B.C. Institute of Technology**

and the

**BCIT Faculty and Staff Association**

**Effective July 1, 2007 to June 30, 2010**

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**ARTICLE 1 – GENERAL**

## 1.1 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

- 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

- 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 Article 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

- 1.4.1 It is the right and duty of every Employee to advise the Administration, individually, and/or collectively through the Association, 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 BCIT 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 2 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 2 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 Articles 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

- 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 Article 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 3.7.2, 3.7.3, 3.7.4, and 3.8.

## 1.6 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

- 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

- 1.8.1 Acknowledge/Acknowledgement shall mean "make known the receipt of...."
- 1.8.2 Bargaining Unit:  
  
The group of Employees certified as the BCIT Faculty and Staff Association (the Association) under the applicable labour legislation.
- 1.8.3 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:  
  
The serious exchange of information and ideas before action is taken.
- 1.8.5 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 Article 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

1.8.6.1 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 Computing and Academic Studies**
- School of Construction and the Environment**
- School of Transportation**
- School of Manufacturing, Electronics and Industrial Processes**
- Division of Research and International**
- Division of Student Services**
- Division of Learning and Technology Services**

1.8.6.2 If an Association 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:

Within the Association 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 BCIT, or under the BCIT label; and any such persons who are paid by salary, wage, honorarium or fee through BCIT and any such persons who are on an approved leave.

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:

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

1.8.10 Mutual Agreement:

Agreement between the Employer and the Union.

1.8.11 Release Time:

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

1.8.12 Search Committee:

The Committee established pursuant to Article 6.2 which recommends an appointment of the President of BCIT.

1.8.13 Selection Committee:

The Committee that recommends the appointment of an Employee (pursuant to Article 5.2.3) or a Manager other than the President of BCIT (pursuant to Article 6.1).

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:

The British Columbia Institute of Technology Faculty and Staff Association.

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

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

**ARTICLE 2 – UNION MANAGEMENT RELATIONS**

## 2.1 Union Recognition

## 2.1.1 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

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 Executive Director 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 **officer designated by the Union**.

## 2.1.3 Bargaining Unit Work

2.1.3.1 Subject to Articles 2.1.3.4, 2.1.3.5, and 2.1.3.6, 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, 2.1.3.4, and 2.1.3.6.

2.1.3.6 **Excluded Managers** 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 **including Part-Time Studies**.

## 2.1.4 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 BCIT, 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

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 Articles 2.1.5.1 and 2.1.5.2, 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 Executive Director 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

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 BCIT.
- 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 Articles 2.1.6.2, 2.1.6.3, and 2.1.6.4 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
- 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

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 Article 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

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 BCIT 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 Association, 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

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, **subject to any rights and limitations set out within the Freedom of Information and Protection of Privacy Act or other applicable Privacy legislation.**

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.

**2.1.11 Part-Time Studies Information**

**In addition to information requested under Article 2.1.10, the Employer will provide the following information regarding Part-Time Studies contracts upon their approval:**

**Name of Employee**  
**Department**  
**Course**  
**Start Date**  
**End Date**  
**Contract Hours**  
**Rate of Pay**  
**E-mail address**  
**Whether the Employee is also a Regular or Temporary Employee**

## 2.2 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 3.7 and 3.8.

## 2.3 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

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

### 2.5.1 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

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.

**ARTICLE 3 – GRIEVANCE PROCEDURE**

## 3.1 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

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

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

- 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

- 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 **Manager** 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 Article 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

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 **Manager** 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

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 Article 3.5.3 above, then the Union may proceed to Step IV.

## 3.6 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 Article 3.6.3 above, then the Employer may proceed to Step IV.

### 3.7 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

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, John Kinzie, **David McPhillips**, **Chris Sullivan**, 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

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



**ARTICLE 4 – EMPLOYEE CATEGORIES**

## Statement 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

- 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

- 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

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

- 4.4.1 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 BCIT labour relations.

#### 4.5 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

- 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

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.

**ARTICLE 5 – SELECTION/EMPLOYMENT/APPOINTMENT  
PROCEDURES FOR THE BARGAINING UNIT**

## 5.1 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

## 5.2.1 Competition

5.2.1.1 Subject to Articles 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

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

## 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 Article 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 Articles 5.2.1.2 and 5.2.1.3, 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 Article 5.2.3.6.2 above may not file a grievance pursuant to this clause.

5.2.4 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

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 Article 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 5.2.5.2.
- 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 5.2.5.2 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 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.



### 5.2.6 Departmental Part-Time Studies Staffing Process

Prior to the start of each Part-Time Studies term, the following staffing process will be used:

- 5.2.6.1 Four months prior to the start of the next Part-Time Studies term the Department's Part-Time Studies Coordinator will prepare the initial staffing roster for the term.
- 5.2.6.2 In the course of preparing the initial staffing roster, the Department's Part-Time Studies Coordinator will seek input from eligible individuals.
- 5.2.6.3 The Department's Part-Time Studies Coordinator will distribute the roster to eligible individuals.
- 5.2.6.4 The recipients of the roster shall, in writing, either confirm the acceptance of their assignment or identify concerns regarding assignments, within 15 working days of the date of issue.
- 5.2.6.5 In the event a dispute arises, a committee consisting of the Associate Dean, the Department's Part-Time Studies Coordinator and all Part-Time Studies instructors will meet within 10 working days to resolve the dispute.
- 5.2.6.6 In the event that the committee is unable to resolve the dispute, the departmental appeals process at Article 14.5 will be invoked within 10 working days.
- 5.2.6.7 Within 10 working days of the conclusion of the appeal process the Department's Part-Time Studies Coordinator will distribute the final roster and letters of appointment, which are subject to satisfactory student enrolment.
- 5.2.6.8 In the event a Part-Time Studies vacancy arises after the letters of appointment have been issued, the Department's Part-Time Studies Coordinator shall have the discretion to fill the vacancy in accordance with Article 5.2.5.2.

### 5.3 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

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

5.5.1 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.

**ARTICLE 6 – SELECTION PROCEDURES FOR MANAGERS**

## 6.1 Academic and Non-Academic Managers

The parties agree that the selection of Academic and Non-Academic Managers shall be governed by the provisions of the Memorandum of Agreement numbered 00FSA24.

## 6.2 President

The provisions of Article 6.1 do not apply to the position of President of the Institute. The selection of a President shall be carried out by a Search Committee on which the Union representation shall be at least one third ( $\frac{1}{3}$ ) of the total number of the Committee.

**ARTICLE 7 – EMPLOYEE RIGHTS**

## 7.1 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 BCIT 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

- 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-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.
- 7.2.6 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 the material is more than two (2) years old;
- 7.2.6.2 the material is no longer specifically relevant to that Employee's current situations;

7.2.6.3 The material is invalid;

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 If the **Manager** 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.

7.2.7.1 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.

7.2.7.2 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.

7.2.7.3 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

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 Articles 7.3.1.3.1.1 or 7.3.1.3.1.2 only service subsequent to any break in BCIT 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 BCIT service time counted subsequent to any break in BCIT 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 BCIT 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

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 instructor concerned considers it educationally undesirable to have wide student access to the examination, the Institute shall, upon the instructor's request, keep the examination copy in a restricted file with release subject to approval by the instructor and the appropriate Dean, subject to the specific requirements of accrediting or licensing bodies.

#### 7.5 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 Articles 7.5.2, 7.5.3, 7.5.4, & 7.5.5 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 Article 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 Articles 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

- 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 7.6.2, 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

7.7.1 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

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.



**7.8.3 Specific parking lots agreeable to the Association shall be designated for use by Part-Time Studies Employees on weekdays after 4:30 p.m.**

7.9 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 Employee 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 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.

7.9.5.1 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

All Employees shall be entitled to a paid fifteen (15) minute rest period in each half of their workday. 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.

**ARTICLE 8 - WORKLOAD****8.1 Hours of Work**

- 8.1.1 Duties may be normally assigned to Employees between 0830 and 1730, Monday to Friday. Duties assigned outside such hours must be by mutual agreement between the Employee, the Manager, and the Union.
- 8.1.2 When the Employee must travel farther to other than the Employee's usual place of work in order to fulfill assigned duties, the additional travelling time shall be included in the calculation of assigned duty time.
- 8.1.2.1 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.
- 8.1.2.2 For each Employee a specified "usual place of work" shall be designated, this being the BCIT Campus at 3700 Willingdon Avenue, Burnaby, B.C., unless another BCIT 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, 8.2.4 or 8.3.1, 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 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.
- 8.1.4.1 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, 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, 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

- 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 Departments will make every reasonable effort to ensure that individual Faculty Employees are assigned no more than an average of fifteen (15) class contact hours per week over the course of an academic year. Where this average is not achieved, the Department will develop a workload plan that will result in the Faculty Employee working an average of fifteen (15) class contact hours over the two academic year period concluding with the completion of the next academic year.**
- 8.2.7 Student/Staff Ratios
- 8.2.7.1 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.
- 8.2.7.2 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 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. 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 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. 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.

#### 8.5 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

- 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, 8.6.2, and 8.6.3.
- 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

- 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)

- 8.8.1 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 as set by the Manager in accordance with Article 14.1 of the Collective Agreement.
- 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.

**ARTICLE 9 – HOLIDAYS, VACATIONS, LEAVES (General)**

9.1 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

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. Upon reaching twenty (20) years service, a Faculty Employee shall be entitled to an additional 4 days of vacation per year (equal to 0.333 days per calendar month).

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. Upon reaching twenty (20) years service, an Assistant Instructor shall be entitled to an additional 4 days of vacation per year (equal to 0.333 days per calendar month).



### 9.2.1.3 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. Upon reaching twenty (20) years service, a Technical Staff Employee shall be entitled to an additional 4 days of vacation per year (equal to 0.333 days per calendar month).

### 9.2.1.4 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

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

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

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

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 shall receive vacation entitlement on a prorated basis.

### 9.2.6 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

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 9.2.7.4.

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 9.2.7.4.

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

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 10.5.3.10.

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 Articles 9.3.4.1, 9.3.4.2 and 9.3.4.3 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 six (6) 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 Articles 9.3.8.1, 9.3.8.2, and 9.3.8.3 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:
- $$\frac{\text{WCB Benefit (\$)} \times 21.5 \text{ days}}{\text{Regular Monthly Remuneration}} = \text{Number of Days of Sick Leave to be Credited to Employee.}$$
- 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.

#### **9.3.10 Rehabilitation Committee**

**It is the intent of the Employer and the Union to encourage and facilitate the early return to gainful employment of employees who have been ill or injured. To this end, a Rehabilitation Committee will be established as follows:**

**9.3.10.1 The Committee shall be composed of two (2) representatives and one alternate appointed by the Union which may include one Union representative from the FSA, and two (2) representatives and one alternate from the Employer. The Employer will provide administrative support for the committee.**

**In addition, the insurance carrier, or other organizations that specialize in rehabilitative return to work assessments or independent medical examinations, may be called upon to be a resource to the Committee to provide expertise on a program of rehabilitation.**

**9.3.10.2 The Committee shall review cases of eligible employees who are no longer capable of performing the duties of their own occupation due to illness or injury. The Committee shall also review cases of all employees who have become incapacitated through industrial injury or illness.**

**Following the review of such cases, the Committee, taking into account the best interests of the Employee and Employer, shall make recommendations to the Employer. Unanimous recommendations of the Committee will be implemented by the Employer provided they are reasonable and practical and do not pose undue hardship.**

**9.3.10.3 Where possible, the Committee shall meet not less than once a month during working hours, and leave without loss of pay shall be granted to Committee members. Minutes of meetings shall be distributed to the Committee members.**

**9.3.10.4 The Committee shall be committed to maintaining confidentiality of medical and other information received in their capacity as members.**

**9.3.10.5 The Committee will develop any additional procedures and terms of reference for the operation of the Committee.**

#### **9.4 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

- 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.
- 9.5.4 An Employee will be granted a compassionate care leave of absence without pay for up to eight (8) weeks to care for a gravely ill family member. For the purpose of this Article, 9.5.4, "family member" is defined in Appendix 1 – Family Members for the Purpose of Article 9.5.4 Compassionate Care Leave. In order to be eligible for this leave, the Employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within twenty-six (26) weeks.**
- 9.5.5 An Employee who is granted compassionate care leave to care for a gravely ill family member shall be entitled to the benefits as follows:**
- 9.5.5.1 The Employee's benefit coverage will continue for the duration of the compassionate care leave, to a maximum of eight (8) weeks, and the premium payment shall be on the same basis as if the employee were not on leave.**
- 9.5.5.2 Where an Employee elects to buy back pensionable service for part or all of the duration of the compassionate care leave, to a maximum of eight (8) weeks, the Employer will pay the Employer portion of the pension contribution in accordance with the Pension Plan regulations.**
- 9.5.5.3 Compassionate care leave, up to a maximum of eight (8) weeks, shall be treated as continuous employment for the purposes of seniority accrual under the Collective Agreement.**
- 9.5.6 Should an Employee require additional time to care for a gravely ill family member, additional leaves may be granted beyond the eight (8) week period specified in Article 9.5.4 above. Such additional leaves shall be pursuant to Article 9.7 – General Purpose Leave Without Pay.**

## 9.6 Parenting Leaves

### 9.6.1 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 9.6.1.4.
- 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 **fifty-two (52) weeks**.
- 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 **Employment Standards 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

- 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 Articles 9.6.1.2, 9.6.1.10 and 9.6.1.12, shall apply to Adoption Leave.

### 9.6.3 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

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

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

9.9.1 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 **court** 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 **In cases where an Employee's private affairs have occasioned a court appearance, such leave to attend court shall be without pay.**



**9.9.3 An Employee in receipt of his/her regular earnings while serving at court, shall remit to the Employer all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the Employer.**

9.10 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

An Employee scheduled to retire and to receive a superannuation allowance under the Public **Sector Pension Plans Act**, 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

9.12.1 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

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

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

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 **10.5**; or
  - 9.12.4.1.3 **a Compassionate Care Leave as set out in Article 9.5.4; or**
  - 9.12.4.1.4 any other type of leave which in the opinion of the Employee's appropriate Professional Development Leave Committee is consistent with the purposes of Professional Development Leave as stated in Article **10.5.4**.
- 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 **10.5**, **10.7**, or **10.8** 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 **Canada Employment Insurance 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.

**ARTICLE 10 – PROFESSIONAL DEVELOPMENT****10.1 Purpose**

- 10.1.1 It is recognized that both the Association and the BCIT Board of Governors are committed to high quality programming at BCIT 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**

- 10.2.1 The development and advancement of faculty instructional skills is central to BCIT'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, appointed by the Association, from each of the following general areas: business; engineering, electronics and computing studies; health; academic studies; the student services and educational support areas; and one representative of the PTS instructors. The BCGEU Vocational Instructors shall be invited to appoint one representative. The Association shall also appoint one of its Directors. Management shall appoint two representatives: one from Education and one from Student, International, Research and Information Services. An annual plan and budget will be developed by the Committee and a yearend report of activities compiled for distribution to the BCIT community.

- 10.3 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 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.
- 10.3.2.1 A 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 Article 10.3.3.
- 10.3.2.2 If 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, CSMLS RT, ART, CAMRT, RPF, ASCTT or other professional association fees which control or license the individual to practice their profession.
- 10.3.4 These 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.
- 10.3.4.1 The 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.
- 10.3.4.2 Any 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 Articles 10.3.5.1 and 10.3.5.2 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:
- 10.3.5.1 An annual amount of \$1418.00 for each Employee eligible as in Article 10.3.7 below.
- 10.3.5.2 Any Employee at, or above, Faculty Step 12 as at April 1 of the year shall receive an amount of \$502.00 in addition to the amounts in Articles 10.3.5.1 or 10.3.5.3.
- 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 \$1118.00 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 Article 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 Article 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 Leave Fund - Indexing Formula**

**10.4.1 For the Institute's 2007/2008 fiscal year, the Institute's total contribution to the Professional Development Leave fund will be \$1,537,017.41 and allocated in accordance with Memorandum of Agreement 07FSA55.**

**10.4.2 For subsequent Institute fiscal years, the annual contribution to the Professional Development Leave Fund will be calculated as follows:**

**Faculty Step 12 annual salary in effect on April 1 times an Index factor of 22.**

**10.4.3 The Institute's annual contribution to the Professional Development Leave Fund shall occur on April 1 of each year.**

**10.4.4 The amount determined in Article 10.4.2 will be allocated on a pro-rata basis between the Other Staff SuperCommittee and Teaching Faculty Committees as set out in Article 10.5, based on the number of eligible regular full-time equivalent employees in each group on April 1 of each year.**

**10.4.5 Any funds generated under Article 10.4 which remain unspent at the end of a fiscal year will be carried over for use in subsequent fiscal years.**

#### **10.5 Professional Development Leave**

##### **10.5.1 General Purpose**

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

10.5.1.1 to maintain currency, flexibility and professional competence of Employees, and

10.5.1.2 to augment the professional development of the individual Employee.

##### **10.5.2 Committees**

10.5.2.1 A Professional Development Leave Committee shall be established for teaching Faculty in the programmes in each of the following general areas: business; engineering, electronics, and computing studies; health; and academic studies. Each Committee shall consist of three (3) excluded management personnel and three (3) representatives appointed by the Union. The Employer shall appoint a Dean or Associate Dean from each general area as non-voting chair.

- 10.5.2.2 For all Other Staff (Non-Teaching 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.
- 10.5.2.3 The Committees shall establish multiple application dates, to a maximum of three (3) dates per year.
- 10.5.2.4 The Committees shall make decisions by majority vote of individual members.
- 10.5.2.5 The Committees shall act in a manner which is fair, reasonable, and consistent with the Collective Agreement.
- 10.5.2.6 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 10.5.2.5 above, to the Labour/Management Committee. Deadlocks between the parties are subject to the grievance procedures.
- 10.5.2.7 The Committees shall prepare an annual report to the Employer and the Union on the expenditure of funds under their control.

### **10.5.3 Eligibility, General Criteria and Requirements**

- 10.5.3.1 All Regular Employees with a minimum of one (1) year of full time service with the Employer shall be eligible to apply for leave of up one (1) year which may be renewed or extended.
- 10.5.3.2 Leave applications, which in the opinion of the Committee benefit the applicant and the Institute, will be considered for approval by the Committee, subject to the availability of funds and criteria established by the Committee. Funding approval may include tuition, conference fees and/or expenses related to the same Professional Development activity.
- 10.5.3.3 All leaves that are approved will be granted with out loss of pay or benefits to a maximum of nine (9) academic months. Backfill costs will be paid out of the Fund.
- 10.5.3.4 The Leave may be taken in a single block of time or may be taken in weeks, days, or hours at a time, spread over a maximum of a twelve (12) month period.
- 10.5.3.5 Regular Employees who wish to take leave under this provision must initially apply to their Department for this leave. Departmental approval may be withheld on the basis of the inability to find a suitable replacement.
- 10.5.3.6 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.

- 10.5.3.7 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.
- 10.5.3.8 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.
- 10.5.3.9 Any applicant shall, upon request, be permitted, or may be required, to appear in person when the Committee is considering the applicant's case.
- 10.5.3.10 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.
- 10.5.3.11 An Employee on Professional Development Leave shall bear the responsibility of notifying their Committee of any significant changes in their leave activity so that the Committee has sufficient time to review the revised proposal for the Leave in accordance with Article 10.6. The Committee shall either approve the revised Leave or withdraw approval. Approval of a revised leave shall not be unreasonably withheld.
- 10.5.3.12 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 Committee and shall report to the Committee income stemming directly from approved leave activity.

#### **10.5.4 Assessment Criteria**

- 10.5.4.1 Each Committee shall create and maintain, in a public forum, the guidelines and criteria that it shall use in evaluating Professional Development Leave proposals.
- 10.5.4.1.1 Guidelines must ensure that at least one-third (1/3) of the committee's funds, including surpluses, are used for proposals whose value exceeds the value of four (4) months leave.
- 10.5.4.2 If there are insufficient funds to enable all qualifying leaves to be granted, the following weighting factors shall be applied:
- 10.5.4.2.1 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.
- 10.5.4.2.2 Clarity of the planned program; the greater the clarity, the higher the priority.



- 10.5.4.2.3 Total length of previous paid leaves; the shorter the leave, the higher the priority.
- 10.5.4.2.4 Length of employment since a previous paid leave; the greater the length of intervening employment, the higher the priority.
- 10.5.4.2.5 Equalization of leave opportunity among individual Employees in different Departments; priority shall be given to leaves which tend to equalize opportunity.
- 10.5.4.2.6 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.
- 10.5.4.2.7 Seniority, if all other relevant factors are equal; the greater the seniority, the higher the priority.
- 10.5.4.2.8 Other factors above being equal, leaves involving work experience may be given priority over leaves involving solely study, research, or course activity.

#### 10.6 Development Leave, Short-Term - Technical Staff and Assistant Instructors

10.6.1 In addition to entitlement to all other leaves available to an Employee under this Agreement, a Technical Staff or Assistant Instructor 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. When Article 10.6 leave is requested by an eligible Employee, it shall be immediately reviewed for consistency with Article 10.6 and scheduled by the Department. 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.

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

10.6.3 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.

#### 10.7 Professional Development Leave Without Pay

10.7.1 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.

10.7.2 Employees who have made application for Professional Development Leave which has not been granted under Article 10.7.1 above may appeal to the appropriate Professional Development Leave Committee.

10.7.3 Any leaves granted under Articles **10.7.1** and **10.7.2** above shall be granted or rejected in writing, with a copy to the Union.

10.7.4 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.

## 10.8 Exchange Leave/Secondment

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

10.8.1.1 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 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 Institution shall reimburse one of its own Employees who have 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.

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

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

## 10.9 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.

## 10.10 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:

10.10.1 the Employee satisfies the normal course prerequisites; and

10.10.2 no fee paying student is displaced; and

10.10.3 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.

10.10.4 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)

**ARTICLE 11 – PLACEMENT, ADVANCEMENT**

## 11.1 Placement Committee

- 11.1.1 There shall be a single, Institute-wide Placement Committee composed of eleven members, five (5) members appointed by the Employer, five (5) members appointed by the Union, with a Dean or equivalent as Chair. The Placement Committee shall have the right to appoint a non-voting resource person on a case-by-case basis.
- 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 The 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.
- 11.1.5.1 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.
  - 11.1.5.2 Operating procedures not specified in the Collective Agreement shall be the responsibility of each Committee.
  - 11.1.5.3 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. The applicant shall have the right during these appeal processes to appoint a non-voting resource person from among the Employee's BCIT colleagues. 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 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 Articles 11.3.7, 11.5.5, 11.7.4.
- 11.1.9.2 If an Employee has completed a programme of professional development which was previously approved by the Placement Committee in Article 11.1.9.1 then the Employee shall advance.

#### 11.2 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, CSMLS RT, RN, RPF, PAG, CET, ASCT, CIQS;
- 11.2.2.7 One (1) additional step for each year of post-secondary teaching experience, and, for non-teaching faculty, one (1) additional step for each year of directly related post-secondary working experience in a similar job category, 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, and, for non-teaching faculty, one (1) additional step for each year of directly related working experience in a similar job category in a non-post-secondary setting, to a maximum of two (2) steps.

- 11.2.2.9 For both teaching and non-teaching faculty, one (1) additional step for each two (2) years of relevant employment experience to a maximum of five (5) steps.
- 11.2.2.10 Work experience forming the basis for the assignment of steps under one of 11.2.2.7, 11.2.2.8, or 11.2.2.9 above, in excess of the maximum permitted within that category, may not be applied to either of the other two categories.
- 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 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.
- 11.2.4.1 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.
- 11.2.4.2 Teaching experience at BCIT shall be credited as in Article 11.2.4 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
- 11.3.1 Subject to Article 11.3.2, 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 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 shall be deemed to be the next temporary increment due date.
- For example: A temporary Employee is due an increment per Article 11.3.6 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.

- 11.3.2 A 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.
- 11.3.3 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.
- 11.3.4 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.
- 11.3.5 The Employee may appeal according to the Grievance Procedure on the grounds of procedures or equity.
- 11.3.6 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.
- 11.3.6.1 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.
- 11.3.6.2 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 workload of a Full-time Regular Faculty member.
- 11.3.6.3 A Temporary or Part-time Regular Employee may not receive a subsequent increment in a time span of less than one calendar year.
- 11.3.7 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 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

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 Articles 11.5.6.2 and 11.5.6.3 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 11.5.6.3.

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 Articles 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 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.

11.5.6.4 All other provisions for Faculty shall apply.

11.6 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:

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.(CSMLS), 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, for each year of relevant experience above the levels specified in Articles 11.6.3.1, 11.6.3.2, and 11.6.3.3 but in no case shall a placement be higher than:

11.6.3.4.1 Step 6 for a Technician I, Technical Staff Steps 1 – 9 (AP2.2.3);

11.6.3.4.2 Step 11 for a Technician II, Technical Staff Steps 7 – 14 (AP2.2.4) and for a Nurse in the Medical Services Department, Technical Staff Steps 7 –18 (AP2.5.2);

11.6.3.4.3 Step 15 for a Technician III, Technical Staff Steps 12-18 (AP2.5.2).

11.6.3.5 Employees in the **Information Technology Services** 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.

## 11.7 Technical Staff Advancement

### 11.7.1 Increments

- 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.
- 11.7.1.2 A 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 Temporary Advancement

- 11.7.2.1 A 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 Articles 11.7.12.2 and 11.7.12.3 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 11.7.12.3.
- 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 9 or Step 14 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 10 or Step 15 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 10 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 15 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.(CSMLS), 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 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 developing and presenting both lecture and laboratory material in accord with regular responsibilities Articles 8.2 and 1.4. Where promotion to Non-Teaching Faculty is applied for, the Employee must be solely responsible for the range of duties in accordance with the relevant position description or duties expected to be assigned to equivalent Faculty level positions.
  - 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**

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.

**ARTICLE 12 - PROBATION**

## 12.1 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 review is to assess an Employee's suitability to the Institute and 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 provisions of Article 7.6.
- 12.1.3 The probationary review process shall 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

- 12.2.1 The appropriate manager will identify performance expectations for each probationary Employee on initial and subsequent appointments and at each step of the probationary procedure.

## 12.3 Procedure - Regular Employees - Initial Appointment

- 12.3.1 All regular Employees shall be subject to a probationary period of one (1) year upon initial appointment to the Institute.
- 12.3.2 The probationary period may, at the discretion of the manager, be extended in unusual or extenuating circumstances for a period up to three (3) calendar months. In these circumstances, the manager shall advise the Employee in writing why the probationary period is being extended.
- 12.3.3 An initial probationary discussion shall be held with the Employee after two (2) months to provide progress feedback and assessment.
- 12.3.4 The appropriate manager shall conduct a probationary review with the Employee after four and eight months of employment to provide progress feedback and assessment.
- 12.3.5 Probationary reviews may be conducted on a more frequent basis if, in the opinion of the Employee's manager, this is warranted. In these circumstances, the manager shall inform the Employee in writing why the more frequent reviews are required.

## 12.4 Procedure - Regular Employees - Subsequent Appointments

- 12.4.1 Where Employees receive an appointment to a job which represents a promotion or which is substantially different than the one they presently hold, they shall be subject to a probationary period of six (6) months.
- 12.4.2 The appropriate manager shall conduct a probationary review with the Employee after four (4) months to provide progress feedback and assessment.

12.4.3 Probationary reviews may be conducted on a more frequent basis if, in the opinion of the Employee's manager, this is warranted. In these circumstances, the manager shall advise the Employee in writing why more frequent reviews are required.

12.4.4 Employees who are subject to a second probationary period pursuant to Article 12.4, shall be returned to their original job or to an equivalent job in the Institute if it is determined that they are unsuitable in their new job.

## 12.5 Procedure - Temporary Employees

12.5.1 The appropriate manager shall conduct probationary reviews with Temporary Employees on a periodic basis as determined by the manager.

12.5.2 If a Temporary Employee applies for and 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.

## 12.6 Employee Suitability

12.6.1 Should an Employee be assessed as unsuitable for continued employment at any time during the probationary period their employment with the Institute shall be terminated.



**ARTICLE 13 – PERFORMANCE APPRAISAL/DEVELOPMENTAL REVIEW**

## 13.1 Developmental Review

## 13.1.1 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

13.1.2.1 A 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.

13.1.2.2 The 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

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

13.1.3.2 The 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.

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

13.1.3.4 Where 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

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 unreasonably 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

#### 13.3.1 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

##### 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  
 Medical Services

##### 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

13.3.3.1 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:

13.3.3.1.1 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 13.3.3.1.1.2. 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.
  - 13.3.3.12 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
- In addition to performance appraisals occurring regularly as in Article 13.3.3, an appraisal may be initiated by:
- 13.4.1 the Employee

13.4.2 the Employees in the Department

13.4.3 the Employee's first line Manager

### 13.5 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 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.

13.5.5.1 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.

13.5.5.2 Articles 13.5.5 & 13.5.5.1 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

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.

**ARTICLE 14 – DEPARTMENTAL OBJECTIVES AND OPERATIONS**

- 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 Article 1.4.5, and which provides for:
- 14.2.1 coverage of necessary services and operations;
  - 14.2.2 allocation of those professional duties which are required to meet Departmental objectives;
  - 14.2.3 a vacation schedule as per the requirements of the Collective Agreement;
  - 14.2.4 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 Article 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 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.
- 14.5 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.

**ARTICLE 15 – SALARY, HOURLY RATES AND ALLOWANCES**

## 15.1 Faculty Salary Scales

15.1.1 Effective July 1, 2007, the following salary scale shall apply to each Regular and Temporary Faculty Employee:

Step	Annual	Monthly	Bi-weekly	Hourly
1	45,855	3,821.25	1,757.62	25.11
2	48,098	4,008.17	1,843.59	26.34
3	50,318	4,193.17	1,928.68	27.55
4	52,584	4,382.00	2,015.54	28.79
5	54,851	4,570.92	2,102.43	30.03
6	57,071	4,755.92	2,187.53	31.25
7	59,361	4,946.75	2,275.30	32.50
8	61,700	5,141.67	2,364.96	33.79
9	63,991	5,332.58	2,452.77	35.04
10	66,357	5,529.75	2,543.46	36.34
11	68,813	5,734.42	2,637.60	37.68
12	71,082	5,923.50	2,724.57	38.92
13	73,249	6,104.08	2,807.63	40.11
14	75,245	6,270.42	2,884.13	41.20
15	79,201	6,600.08	3,035.77	43.37

15.1.2 Effective July 1, 2008, the following salary scale shall apply to each Regular and Temporary Faculty Employee:

Step	Annual	Monthly	Bi-weekly	Hourly
1	46,818	3,901.50	1,794.53	25.64
2	49,108	4,092.33	1,882.31	26.89
3	51,375	4,281.25	1,969.20	28.13
4	53,688	4,474.00	2,057.86	29.40
5	56,003	4,666.92	2,146.59	30.67
6	58,269	4,855.75	2,233.45	31.91
7	60,608	5,050.67	2,323.10	33.19
8	62,996	5,249.67	2,414.63	34.49
9	65,335	5,444.58	2,504.28	35.78
10	67,750	5,645.83	2,596.85	37.10
11	70,258	5,854.83	2,692.98	38.47
12	72,575	6,047.92	2,781.79	39.74
13	74,787	6,232.25	2,866.58	40.95
14	76,825	6,402.08	2,944.70	42.07
15	81,458	6,788.17	3,122.28	44.60

15.1.3 Effective July 1, 2009, the following salary scale shall apply to each Regular and Temporary Faculty Employee:

Step	Annual	Monthly	Bi-weekly	Hourly
1	47,801	3,983.42	1,832.21	26.17
2	50,139	4,178.25	1,921.82	27.45
3	52,454	4,371.17	2,010.56	28.72
4	54,815	4,567.92	2,101.05	30.02
5	57,179	4,764.92	2,191.67	31.31
6	59,493	4,957.75	2,280.36	32.58
7	61,881	5,156.75	2,371.89	33.88
8	64,319	5,359.92	2,465.34	35.22
9	66,707	5,558.92	2,556.87	36.53
10	69,173	5,764.42	2,651.39	37.88
11	71,733	5,977.75	2,749.52	39.28
12	74,099	6,174.92	2,840.21	40.57
13	76,358	6,363.17	2,926.80	41.81
14	78,438	6,536.50	3,006.52	42.95
15	83,730	6,977.50	3,209.36	45.85

## 15.2 Assistant Instructor Salary Scales

15.2.1 Effective July 1, 2007 the following Salary Scale shall apply to each Assistant Instructor Employee:

Step	Annual	Monthly	Biweekly	Hourly
1	48,085	4,007.08	1,843.09	26.33
2	49,605	4,133.75	1,901.36	27.16
3	51,100	4,258.33	1,958.66	27.98
4	52,573	4,381.08	2,015.12	28.79
5	53,893	4,491.08	2,065.71	29.51
6	55,215	4,601.25	2,116.39	30.23
7	56,538	4,711.50	2,167.10	30.96
8	58,161	4,846.75	2,229.31	31.85
9	59,700	4,975.00	2,288.30	32.69
10	61,677	5,139.75	2,364.07	33.77

15.2.2 Effective July 1, 2008 the following Salary Scale shall apply to each Assistant Instructor Employee:

Step	Annual	Monthly	Biweekly	Hourly
1	49,095	4,091.25	1,881.81	26.88
2	50,647	4,220.58	1,941.30	27.73
3	52,173	4,347.75	1,999.79	28.57
4	53,677	4,473.08	2,057.43	29.39
5	55,025	4,585.42	2,109.10	30.13
6	56,375	4,697.92	2,160.85	30.87
7	57,725	4,810.42	2,212.59	31.61
8	59,382	4,948.50	2,276.11	32.52
9	60,954	5,079.50	2,336.36	33.38
10	62,972	5,247.67	2,413.71	34.48



15.2.3 Effective July 1, 2009 the following Salary Scale shall apply to each Assistant Instructor Employee:

Step	Annual	Monthly	Biweekly	Hourly
1	50,126	4,177.17	1,921.33	27.45
2	51,711	4,309.25	1,982.08	28.32
3	53,269	4,439.08	2,041.80	29.17
4	54,804	4,567.00	2,100.63	30.01
5	56,181	4,681.75	2,153.41	30.76
6	57,559	4,796.58	2,206.23	31.52
7	58,937	4,911.42	2,259.05	32.27
8	60,629	5,052.42	2,323.90	33.20
9	62,234	5,186.17	2,385.42	34.08
10	64,294	5,357.83	2,464.38	35.21

### 15.3 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 -18.

15.3.2 Effective July 1, 2007 the following Salary Scale shall apply to each Technical Staff Employee:

Step	Annual	Monthly	Biweekly	Hourly
1	34,074	2,839.50	1,306.05	18.66
2	35,178	2,931.50	1,348.37	19.26
3	36,341	3,028.42	1,392.95	19.90
4	37,426	3,118.83	1,434.54	20.49
5	38,667	3,222.25	1,482.10	21.17
6	39,914	3,326.17	1,529.90	21.86
7	41,175	3,431.25	1,578.23	22.55
8	42,401	3,533.42	1,625.23	23.22
9	43,645	3,637.08	1,672.91	23.90
10	45,098	3,758.17	1,728.60	24.69
11	46,591	3,882.58	1,785.83	25.51
12	48,085	4,007.08	1,843.09	26.33
13	49,605	4,133.75	1,901.36	27.16
14	51,100	4,258.33	1,958.66	27.98
15	52,573	4,381.08	2,015.12	28.79
16	54,079	4,506.58	2,072.84	29.61
17	55,508	4,625.67	2,127.62	30.39
18	57,342	4,778.50	2,197.91	31.40

15.3.3 Effective July 1, 2008 the following Salary Scale shall apply to each Technical Staff Employee:

Step	Annual	Monthly	Biweekly	Hourly
1	34,790	2,899.17	1,333.50	19.05
2	35,917	2,993.08	1,376.70	19.67
3	37,104	3,092.00	1,422.19	20.32
4	38,212	3,184.33	1,464.66	20.92
5	39,479	3,289.92	1,513.23	21.62
6	40,752	3,396.00	1,562.02	22.31
7	42,040	3,503.33	1,611.39	23.02
8	43,291	3,607.58	1,659.34	23.70
9	44,562	3,713.50	1,708.06	24.40
10	46,045	3,837.08	1,764.90	25.21
11	47,569	3,964.08	1,823.32	26.05
12	49,095	4,091.25	1,881.81	26.88
13	50,647	4,220.58	1,941.30	27.73
14	52,173	4,347.75	1,999.79	28.57
15	53,677	4,473.08	2,057.43	29.39
16	55,215	4,601.25	2,116.39	30.23
17	56,674	4,722.83	2,172.31	31.03
18	58,546	4,878.83	2,244.06	32.06

15.3.4 Effective July 1, 2009 the following Salary Scale shall apply to each Technical Staff Employee:

Step	Annual	Monthly	Biweekly	Hourly
1	35,521	2,960.08	1,361.52	19.45
2	36,671	3,055.92	1,405.60	20.08
3	37,883	3,156.92	1,452.05	20.74
4	39,014	3,251.17	1,495.40	21.36
5	40,308	3,359.00	1,545.00	22.07
6	41,608	3,467.33	1,594.83	22.78
7	42,923	3,576.92	1,645.23	23.50
8	44,200	3,683.33	1,694.18	24.20
9	45,498	3,791.50	1,743.93	24.91
10	47,012	3,917.67	1,801.97	25.74
11	48,568	4,047.33	1,861.61	26.59
12	50,126	4,177.17	1,921.33	27.45
13	51,711	4,309.25	1,982.08	28.32
14	53,269	4,439.08	2,041.80	29.17
15	54,804	4,567.00	2,100.63	30.01
16	56,375	4,697.92	2,160.85	30.87
17	57,864	4,822.00	2,217.92	31.68
18	59,775	4,981.25	2,291.17	32.73

## 15.4 Information Technology Services

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

15.4.2 Effective July 1, 2007 the following salary scales shall apply to the Employees in the Information Technology Services Department:

## Senior Systems Analyst

Step	Annual	Monthly	Biweekly	Hourly
1	56,358	4,696.50	2,160.20	30.86
2	58,744	4,895.33	2,251.65	32.17
3	61,203	5,100.25	2,345.91	33.51
4	63,665	5,305.42	2,440.27	34.86
5	66,071	5,505.92	2,532.50	36.18
6	68,532	5,711.00	2,626.83	37.53
7	70,508	5,875.67	2,702.57	38.61
8	72,381	6,031.75	2,774.36	39.63
9	74,787	6,232.25	2,866.58	40.95

## Intermediate Systems Analyst

Step	Annual	Monthly	Biweekly	Hourly
1	45,955	3,829.58	1,761.45	25.16
2	48,234	4,019.50	1,848.80	26.41
3	50,644	4,220.33	1,941.18	27.73
4	53,029	4,419.08	2,032.60	29.04
5	55,384	4,615.33	2,122.86	30.33
6	57,796	4,816.33	2,215.32	31.65
7	59,457	4,954.75	2,278.98	32.56
8	61,030	5,085.83	2,339.27	33.42
9	63,052	5,254.33	2,416.78	34.53

## Junior Systems Analyst

Step	Annual	Monthly	Biweekly	Hourly
1	41,328	3,444.00	1,584.10	22.63
2	42,673	3,556.08	1,635.65	23.37
3	43,971	3,664.25	1,685.40	24.08
4	45,296	3,774.67	1,736.19	24.80
5	46,669	3,889.08	1,788.82	25.55
6	48,234	4,019.50	1,848.80	26.41
7	49,613	4,134.42	1,901.66	27.17
8	50,920	4,243.33	1,951.76	27.88
9	52,600	4,383.33	2,016.15	28.80

15.4.3 Effective July 1, 2008 the following salary scales shall apply to the Employees in the Information Technology Services Department:

Senior Systems Analyst

Step	Annual	Monthly	Biweekly	Hourly
1	57,542	4,795.17	2,205.58	31.51
2	59,978	4,998.17	2,298.95	32.84
3	62,488	5,207.33	2,395.16	34.22
4	65,002	5,416.83	2,491.52	35.59
5	67,458	5,621.50	2,585.66	36.94
6	69,971	5,830.92	2,681.98	38.31
7	71,989	5,999.08	2,759.33	39.42
8	73,901	6,158.42	2,832.62	40.47
9	76,358	6,363.17	2,926.80	41.81

Intermediate Systems Analyst

Step	Annual	Monthly	Biweekly	Hourly
1	46,920	3,910.00	1,798.44	25.69
2	49,247	4,103.92	1,887.63	26.97
3	51,708	4,309.00	1,981.96	28.31
4	54,143	4,511.92	2,075.30	29.65
5	56,547	4,712.25	2,167.44	30.96
6	59,010	4,917.50	2,261.85	32.31
7	60,706	5,058.83	2,326.86	33.24
8	62,312	5,192.67	2,388.41	34.12
9	64,376	5,364.67	2,467.53	35.25

Junior Systems Analyst

Step	Annual	Monthly	Biweekly	Hourly
1	42,196	3,516.33	1,617.37	23.11
2	43,569	3,630.75	1,670.00	23.86
3	44,894	3,741.17	1,720.78	24.58
4	46,247	3,853.92	1,772.64	25.32
5	47,649	3,970.75	1,826.38	26.09
6	49,247	4,103.92	1,887.63	26.97
7	50,655	4,221.25	1,941.60	27.74
8	51,989	4,332.42	1,992.73	28.47
9	53,705	4,475.42	2,058.51	29.41

15.4.4 Effective July 1, 2009 the following salary scales shall apply to the Employees in the Information Technology Services Department:

Senior Systems Analyst

Step	Annual	Monthly	Biweekly	Hourly
1	58,750	4,895.83	2,251.88	32.17
2	61,238	5,103.17	2,347.25	33.53
3	63,800	5,316.67	2,445.45	34.94
4	66,367	5,530.58	2,543.84	36.34
5	68,875	5,739.58	2,639.97	37.71
6	71,440	5,953.33	2,738.29	39.12
7	73,501	6,125.08	2,817.29	40.25
8	75,453	6,287.75	2,892.11	41.32
9	77,962	6,496.83	2,988.28	42.69

Intermediate Systems Analyst

Step	Annual	Monthly	Biweekly	Hourly
1	47,905	3,992.08	1,836.19	26.23
2	50,281	4,190.08	1,927.27	27.53
3	52,794	4,399.50	2,023.59	28.91
4	55,280	4,606.67	2,118.88	30.27
5	57,734	4,811.17	2,212.94	31.61
6	60,249	5,020.75	2,309.34	32.99
7	61,981	5,165.08	2,375.73	33.94
8	63,621	5,301.75	2,438.59	34.84
9	65,728	5,477.33	2,519.35	35.99

Junior Systems Analyst

Step	Annual	Monthly	Biweekly	Hourly
1	43,082	3,590.17	1,651.33	23.59
2	44,484	3,707.00	1,705.07	24.36
3	45,837	3,819.75	1,756.93	25.10
4	47,218	3,934.83	1,809.86	25.86
5	48,650	4,054.17	1,864.75	26.64
6	50,281	4,190.08	1,927.27	27.53
7	51,719	4,309.92	1,982.38	28.32
8	53,081	4,423.42	2,034.59	29.07
9	54,833	4,569.42	2,101.74	30.02

## 15.5 Laboratory Helpers

15.5.1 Effective July 1, 2007 the following salary scale shall apply to Laboratory Helpers:

Step	Annual	Monthly	Biweekly	Hourly
1	31,109	2,592.42	1,192.41	17.03
2	31,831	2,652.58	1,220.08	17.43
3	32,651	2,720.92	1,251.51	17.88
4	34,075	2,839.58	1,306.09	18.66

15.5.2 Effective July 1, 2008 the following salary scale shall apply to Laboratory Helpers:

Step	Annual	Monthly	Biweekly	Hourly
1	31,762	2,646.83	1,217.43	17.39
2	32,499	2,708.25	1,245.68	17.80
3	33,337	2,778.08	1,277.80	18.25
4	34,791	2,899.25	1,333.54	19.05

15.5.3 Effective July 1, 2009 the following salary scale shall apply to Laboratory Helpers:

Step	Annual	Monthly	Biweekly	Hourly
1	32,429	2,702.42	1,243.00	17.76
2	33,181	2,765.08	1,271.82	18.17
3	34,037	2,836.42	1,304.64	18.64
4	35,522	2,960.17	1,361.56	19.45

## 15.6 Administrative Allowances (Level 1 &amp; 2)

15.6.1 Effective July 1, 2007, Employees receiving Level 1 or 2 allowances will be paid as follows:

Level	Annual	Monthly	Biweekly	Hourly
1	2934.21	244.52	112.47	1.61
2	1446.65	120.55	55.45	0.79

15.6.2 Effective July 1, 2008, Employees receiving Level 1 or 2 allowances will be paid as follows:

Level	Annual	Monthly	Biweekly	Hourly
1	2995.83	249.65	114.83	1.64
2	1477.03	123.09	56.61	0.81

15.6.3 Effective July 1, 2009, Employees receiving Level 1 or 2 allowances will be paid as follows:

Level	Annual	Monthly	Biweekly	Hourly
1	3058.74	254.9	117.24	1.67
2	1508.05	125.67	57.8	0.83

15.7 Student Employees and Markers

15.7.1 Student Employees, Work Study Students, and Challenge Program Students

The parties agree that the rates for Student Employees, Work Study Students and Challenge Program Students will be as follows:

	July 1, 2007	July 1, 2008	July 1, 2009
Hourly	12.81	13.08	13.35

These rates are inclusive of vacation pay and paid holiday pay.

15.7.2 Markers

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

	July 1, 2007	July 1, 2008	July 1, 2009
Hourly	27.88	28.47	29.07

These rates are inclusive of vacation pay and paid holiday pay.

15.8 Part-Time Studies Rates

15.8.1 Instructors/Lecturers

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

	July 1, 2007	July 1, 2008	July 1, 2009
0 - 1 Years Teaching Experience	55.34	56.50	57.69
2 Years Teaching Experience	69.16	70.61	72.09
3 Years Teaching Experience	83.01	84.75	86.53

These rates are inclusive of vacation pay and paid holiday pay.

15.8.2 Lab Assistants/ Demonstrators

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

	July 1, 2007	July 1, 2008	July 1, 2009
Hourly	41.53	42.40	43.29

These rates are inclusive of vacation pay and paid holiday pay.

15.9 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 A 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.

15.9.2.1 Subject to Article 15.9.2.2 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.

15.9.2.2 The provisions of Article 15.9.2.1 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

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

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

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 results 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

15.13.1 In the event that Provincial or Federal Anti-Inflation Legislation applying to BCIT 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

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 \$.38/km or \$.61/mile.

15.14.2 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	\$9.00
Lunch	\$14.00
Dinner	\$20.00
Per Diem (for incidentals)	\$ 7.00
 Total	 \$50.00

15.14.2.1 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.

15.14.2.2 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

15.15.1 Each Regular or Temporary Employee in Information Technology Services, 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 15.14.1 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 Qualification Differential

15.16.1 Effective July 1, 2007, Employees who have been at the top of the salary scale for a minimum of twelve (12) months and hold either a Master's or a Doctoral degree from a recognized university, will be paid a qualification differential as follows:

Annual	Monthly	Biweekly	Hourly
526.96	43.91	20.20	N/A

15.16.2 Effective July 1, 2008, Employees who have been at the top of the salary scale for a minimum of twelve (12) months and hold either a Master's or a Doctoral degree from a recognized university, will be paid a qualification differential as follows:

Annual	Monthly	Biweekly	Hourly
538.03	44.84	20.62	N/A

15.16.3 Effective July 1, 2009, Employees who have been at the top of the salary scale for a minimum of twelve (12) months and hold either a Master's or a Doctoral degree from a recognized university, will be paid a qualification differential as follows:

Annual	Monthly	Biweekly	Hourly
549.33	45.78	21.06	N/A

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

15.17 Allowance in lieu of LTD Coverage

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 paycheque, in the amount of one and one-quarter percent (1.25%) of gross wages in lieu of LTD benefits.

15.18 Curriculum Development

The parties agree (pursuant to Memorandum of Agreement 99FSA15) that the rates for Curriculum Development (CD), to be paid for each hour of assigned CD work, will be equal to one-half the PTS Instructor rate of pay, namely:

	July 1, 2007	July 1, 2008	July 1, 2009
Hourly	41.50	42.37	43.26

15.19 PTS Administration

The parties agree (pursuant to Memorandum of Agreement 99FSA15) that the rates for PTS Administration will be equal to one-half the PTS Instructor rate of pay, namely:

	July 1, 2007	July 1, 2008	July 1, 2009
Hourly	41.50	42.37	43.26

**ARTICLE 16 – INSURANCE/BENEFIT PLANS**

- 16.1 The Employer shall make each of the four (4) plans described in Articles 16.1.1, 16.1.2, 16.1.3, and 16.1.4 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;
  - 16.1.2 Dental Plan;
  - 16.1.3 Life Insurance and Accidental Death and Dismemberment Insurance; and
  - 16.1.4 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 Article 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 16.1.3 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:
    - \$400** 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.
- 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 BCIT, 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 BCIT.
- 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.

#### 16.14 Health and Welfare Benefits - Part-Time Studies Instructors

16.14.1 Part-Time Studies Instructors shall be eligible to apply to the employer for enrolment in the basic medical, extended health, and dental plans provided they have accrued 250 contract hours in the previous calendar year. Employees covered by that Employee's other employer benefit plan(s) will not be eligible for benefit coverage under this Article.

16.14.2 Part-Time Studies Instructors who qualify to enrol in these benefit plans shall have all monthly premiums paid on their behalf by the Employer.

16.14.3 A Part-Time Studies Instructor who decides to opt out of coverage under these plans shall not be eligible to re-enrol in the plans for a period of two (2) years.

16.14.4 A Part-Time Studies Instructor who contracts fewer than 150 hours in a subsequent calendar year shall no longer be eligible for coverage under the plans. Instructors who fall below the 150 hour threshold will regain eligibility as per (1) above.

16.14.5 Coverage under the benefit plans will cease when a Part-Time Studies Instructor has no contract hours credited for five (5) consecutive months.

16.14.6 For the purposes of this provision, calendar year shall mean the period June 1 to May 31.

16.14.7 If unable to meet the threshold due to extenuating circumstances, the Part-Time Studies Instructor may apply to the Institute for a continuation of eligibility for a period not to exceed 12 months. The employer shall have sole discretion to approve such applications.

16.14.8 The first applications for coverage may be filed as of July 1, 2000 and shall be based upon hours worked during the 1999 calendar year.

**ARTICLE 17 - SEPARATION****17.1 Resignations and Retirement**

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

**17.2 Termination on Account of Age**

**Effective October 1, 2004, BCIT eliminated its mandatory retirement policy. Please refer to Memorandum of Agreement 04FSA13 at the back of this Agreement, for specific terms and conditions of employment for Employees over the age of 65.**

## ARTICLE 18 – STAFF REDUCTION

### 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

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

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, 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 BCIT 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

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, Articles **8.2.4, 8.3.1 and 8.4.1** 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

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

- 18.4.6.2 The incoming Employee must have at least the minimum qualifications to carry out the duties involved; and
- 18.4.6.3 The skills or expertise of the displaced Employee are not essential to the receiving Department.
- 18.4.7 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:
- 18.4.7.1 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.
- 18.4.7.2 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.
- 18.4.7.3 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.
- 18.4.7.4 The appointment of an incoming Employee may be full or partial, as necessary.
- 18.4.7.5 An Employee who successfully bumps into a position with a lower maximum salary will be placed as follows:
- 18.4.7.5.1 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.
- 18.4.7.5.2 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.
- 18.4.7.6 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 Articles 11.7.12.3 and 11.5.6.3.
- 18.4.7.7 A displaced Employee shall be given two (2) months individual notice of layoff, either full or partial, as necessary.
- 18.4.7.8 Once the displacement process is completed, the Department proceeds to allocate duties as per Article 14.2.

18.4.7.9 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.

18.4.8 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

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

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.

**ARTICLE 19 – DISCIPLINE, SUSPENSION, DISCHARGE**

## 19.1 General

- 19.1.1 While any disciplinary process may lead to disciplinary action, the intent of the parties is that the Employer is to work with the Employee to ensure that there is an acceptable level of improvement in conduct/performance.
- 19.1.2 In all cases of discipline, suspension, and dismissal, the burden of proof shall be on the Employer.
- 19.1.3 All aspects of the disciplinary process shall be conducted in a fair, reasonable, timely and objective manner.
- 19.1.4 An Employee shall have a representative of the Union present at any meeting called by the Employer under the provisions of Article 19.
- 19.1.5 Colleagues have a duty to respond to requests for information by the appropriate Manager where they have relevant knowledge and information concerning the work-related performance of the Employee, except where the colleague is currently involved in a developmental review process with that Employee. Employees responding to such requests for information shall be indemnified pursuant to Article 7.6.

## 19.2 Correspondence

- 19.2.1 All correspondence arising under Article 19 shall be copied to the Union and the Labour Relations Department.

## 19.3 Procedures

- 19.3.1 Except when invoking the provisions of Article 19.4, disciplinary matters shall be conducted according to the procedure below.
- 19.3.2 Where the appropriate Manager believes there is sufficient evidence to warrant a disciplinary meeting, the Employee and the Union shall receive written notice of the time, date and location of the meeting as well as a statement as to the reasons for the meeting. A copy of this letter shall be delivered to the Employee and the Union at least one (1) working day in advance of the meeting.
- 19.3.3 At the meeting, the Manager shall allow the Employee to present any mitigating circumstances the Employee cares to advance.
- 19.3.4 If the Employer requires the attendance of the Employee at any further meetings, the Employer and the Union shall receive reasonable advance written notice of this. Where there exists reasons beyond the Employee's control which prevent the Employee from responding to questions raised by the Employer, the Employer will reschedule the meeting.
- 19.3.5 The Employer shall make every reasonable effort to conclude its investigation and render a decision in a timely manner.
- 19.3.6 Where in the opinion of the Employer discipline is warranted, the Employee and Union shall be informed of this in writing. This written notice shall specify the type of discipline to be imposed and, where appropriate, will set out the expected standards of performance and the time period, if any, the Employee will be allowed to meet those standards.

#### 19.4 Emergency Procedures

19.4.1 Where the matter giving rise to the concern involves immediate danger to life and safety that the Employer decides the Employee must be removed from the workplace, the Employer may suspend the Employee from active duty immediately, pending the outcome of the disciplinary procedure. While under suspension, the Employee shall continue to receive their normal pay, benefits and seniority.

19.4.2 Where the Employer suspends an Employee pursuant to Article 19.4.1, it shall provide the Employee and the Union with written notice of this together with the reasons for suspending the Employee.

19.4.3 Upon suspending an Employee pursuant to Article 19.4.1, the Employer shall immediately proceed to the process set out in Article 19.3.

#### 19.5 Right to Grieve

19.5.1 The Employee, or the Union on the Employee's behalf, shall have the right to grieve any discipline imposed, or a breach of the procedures. Such grievances shall be filed at the level of the Vice-President, within twenty days of the written notice of discipline provided under Article 19.3.6.

#### 19.6 Conclusion

19.6.1 When an allegation has been made against an Employee, or when an Employee has been disciplined, suspended or dismissed, 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, nor shall any record of the matter be relied upon as proof of discipline by the Employer.

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.



**ARTICLE 20 – PART-TIME STUDIES AND INDUSTRY SERVICES**

## 20.1 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 Assistant Instructors and 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 BCIT, or under the BCIT label; and who is paid by salary, wages, honorarium, or fee through BCIT.

20.1.2 Subject to Articles 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

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 Assistant Instructors and Technical Staff
2.1.8	Union Activities
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	Assistant Instructor Workload
8.4	Technical Staff Workload
8.5	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

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.

**ARTICLE 21 – GENERAL PROVISIONS**

## 21.1 Term of The Agreement

The term of the Agreement shall be from July 01, 2007 to June 30, 2010.

## 21.2 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

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**

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 ON BEHALF OF THE FACULTY & STAFF ASSOCIATION:**

**SIGNED ON BEHALF OF BCIT:**

\_\_\_\_\_  
Paul Reniers, Executive Director

\_\_\_\_\_  
Tomi Eeckhout, Vice President  
Human Resources

\_\_\_\_\_  
Amy Fell, President, BCIT FSA  
Bargaining Committee

\_\_\_\_\_  
Clodine Sartori  
Manager, Labour Relations

\_\_\_\_\_  
Steve Finn  
Bargaining Committee

\_\_\_\_\_  
Wayne Hand  
Bargaining Committee

\_\_\_\_\_  
Robert Guest  
Bargaining Committee

\_\_\_\_\_  
Jim Mitchell  
Bargaining Committee

\_\_\_\_\_  
Jennifer Orum  
Bargaining Committee

\_\_\_\_\_  
Brian Hosier  
Bargaining Committee

\_\_\_\_\_  
Terry Gordon  
Bargaining Committee

\_\_\_\_\_  
David Horspool  
Bargaining Committee

\_\_\_\_\_  
Teresa Place  
Bargaining Committee

\_\_\_\_\_  
Dr. Nick Rubidge  
PSEA, Chair

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

\* *Collective Agreement was ratified by the Post-Secondary Employers' Association on July 25, 2007.*

**APPENDIX 1 – FAMILY MEMBERS FOR THE PURPOSE OF  
ARTICLE 9.5.4 COMPASSIONATE CARE LEAVE**

**AP1.1** The following “family members” are persons identified through their relationship to the employee.

- Spouse (includes heterosexual, common-law and same-sex relationships)
- Children
- Children’s spouses
- Step-children
- Step-children-in-law
- Siblings
- In-law siblings
- Parents
- Step-parents
- Parents-in-law
- Grandparents
- Grandchildren
- Nieces/Nephews
- Guardians
- Step-siblings
- Aunts/Uncles
- Current or former foster-parents
- Current or former foster children
- Current or former wards
- Current or former guardians
- Spouse of sibling or step-sibling
- Spouse of child or step-child
- Spouse of grandparent
- Spouse of grandchild
- Spouse of aunts or uncles
- Spouse of a niece or nephew
- Spouse of a current or former foster child
- Spouse of a current or former guardian
- Spouse of an employee’s current or former foster parent
- Spouse of an employee’s current or former ward
- Spouse of a person who is living with the employee as a member of the employee’s family

**AP1.2** The following “family members” are persons identified through their relationship to the employee’s spouse.

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

**AP1.3 The following “family members” are deemed family members.**

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

## APPENDIX 2 – JOB DESCRIPTIONS

### 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 ampoules 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 1-9

AP2.2.3.1 Job Summary

Under supervision, the Technical Staff Employee Step 1-9 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 7-14

##### AP2.2.4.1 Job Summary

Under minimum supervision the Step 7-14 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 - 14 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 12-18

AP2.2.5.1 Job Summary

Under the direction of the Program/Department, in accordance with Article 14, 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

- AP2.2.5.2.1 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

AP2.2.5.3.1 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. (CSMLS), 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

As outlined in this Agreement.

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 14 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 14 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

AP2.3.1 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

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

##### AP2.3.3.1 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. (CSMLS), 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

<u>Memorandum of Agreement Number</u>	<u>Title</u>
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, O. 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

90S59	Job Description, Laboratory Helper
90S168	Job Description, Project Leader
90S200	Job Description, Project Engineer
93S06	Job Description, Intermediate System Analyst, DOBIS Project
93S17	Job Description, Systems Librarian Head Cataloguer Public/Technical Service Coordinator
94S02	Job Description, First Nations Advisor
94S09	Job Description, Cooperative Education Officer
<b>07FSA41</b>	<b>Job Description, Information Technology Services Junior Systems Analyst Intermediate Systems Analyst Senior Systems Analyst</b>
AP2.5	Nurses: Medical Services Department - M/A #88S57
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  The salary scale for the category of Nurse in the Medical Services Department shall be Technical Staff Step 7 - 18. Initial placement shall be per Articles 11.6.3.2 and 11.6.3.4, 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 11.7.1, 11.7.2, 11.7.3 and 11.7.7.
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	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  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.

**APPENDIX 3 - DEPARTMENTS**

## AP3.1 School of Business

Broadcast and Media Communications  
Business Administration  
**Digital Arts**  
Financial Management  
**Management Degree**  
Marketing Management  
Operations Management

## AP3.2 School of Computing and Academic Studies

Chemistry  
Communication  
Computer Systems Technology  
**Forensics and Security Technologies**  
**Liberal Studies**  
Mathematics  
Physics  
High Tech Professional Programs

AP3.3 School of Construction **and the Environment**

Architectural and Building Engineering Technology  
Civil Engineering  
Environmental Engineering  
Geographic Information Systems  
Geomatics  
Interior Design  
Mining  
Renewable Resources  
Wood Products Manufacturing  
**Wood Science and Applied Technology**

## AP3.4 School of Transportation

Bachelor of Technology – Technology Management

## AP3.5 School of Health Sciences

Basic Health Sciences  
**Biomedical Engineering Technology**  
**Biomedical Laboratory Sciences**  
Electro Diagnostics  
**Food and Biotechnology**  
Health Care Management  
Health Protection  
Medical Imaging  
Nursing  
Specialty Nursing  
**Therapeutic Technologies**

**AP3.6 School of Manufacturing, Electronics and Industrial Processes**

Chemical Sciences  
Electrical and Computer Engineering Technology  
Mechanical Technologies  
Petroleum and Natural Gas

**AP3.7 Division of Learning and Technology Services**

Information Technology Services  
**Learning and Teaching Centre, Curriculum and Instructor Development**  
**Learning and Teaching Centre, Media and Technology Services**

**AP3.8 Division of Research and International**

Technology Centre  
GAIT Laboratory  
**Applied Research Liaison Office**

**AP3.9 Division of Student Services**

Cooperative Education  
Counselling  
**Disability** Resource Centre  
**Student** Financial Aid and Awards  
Aboriginal Services  
Library Services  
Medical Services  
Program Advising  
Timetabling



**APPENDIX 4 – VOLUNTARY TRANSFER BETWEEN BARGAINING UNITS - ENTITLEMENT**

## 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 BCIT 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 Sick Leave
  - AP4.1.1.2.1 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 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.

## APPENDIX 5 – ADMINISTRATIVE ALLOWANCES IN THE BARGAINING UNIT

### 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 Revision Process for List of Positions where Allowances are paid:

AP5.2.1 The Labour/Management Committee will publish a revised list once annually on or before January 31.

AP5.2.2 The Program or Group will review the list, and if alteration is recommended, notify the Union, the appropriate Manager, and the **Manager** of Labour Relations.

AP5.2.3 The Union or the Employer may also propose an alteration to the list.

AP5.2.4 By mutual agreement, the Labour/Management Committee will decide on allowance change proposals.

AP5.2.5 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:

AP5.2.5.1 Range, level and complexity of functions coordinated.

AP5.2.5.2 Number of persons coordinated.

AP5.2.5.3 Number of students the person is responsible for.

AP5.2.5.4 Extent of involvement in student recruitment.

AP5.2.5.5 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.

**APPENDIX 6 – LONG TERM DISABILITY PLAN**

## 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 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 percent (66 $\frac{2}{3}$ %) of monthly earnings.

AP6.3.1.2.1 For the purposes of the above, earnings shall mean basic monthly earnings as at the date of disability as determined by the Employer.

AP6.3.1.2.2 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 percent (75%) 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 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.
- AP6.4.2.1 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 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 percent (25%) 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 percent (85%) 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.

AP6.4.3.1.1 The rehabilitative employment of a disabled Employee will continue until such time as the Employee's earnings from rehabilitative employment exceed eighty-five percent (85%) 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.

AP6.4.3.1.2 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 percent (100%) 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 shall not apply until the Employee is receiving a benefit under AP6.3.1.2.

### 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 percent (100%) 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 or 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 percent (100%) 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 (65<sup>th</sup>) 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 reasonably 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

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 #2

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 #3

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 #4

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 10.3 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 9.7(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 10.3.8.

MEMORANDUM OF AGREEMENT #5

between

BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY

And

BCIT FACULTY AND STAFF ASSOCIATION

**RE: Early Retirement Incentive Plans**

---

1. Effective April 1, 2000, the Employer may offer Early Retirement Incentives to employees who are eligible.
2. For purposes of this provision, early retirement is defined as retirement at or after age 55 and before 64.
3. Eligibility:
  - (a) An Employee must be at the highest achievable step of the salary scale.
  - (b) Employee must have a minimum of ten (10) years of full-time equivalent service with the Employer.

4. Incentive Payment:

The Employer may offer and an Employee may accept an early retirement incentive based on the age at retirement to be paid in the following amounts.

Full Years to Normal Retirement	Percentage of Annual Salary at Time of Retirement
5 or more	100%
4	80%
3	60%
2	40%
1	20%
Less than 1	0%

5. The Employer may opt to pay the early retirement incentive in three (3) equal annual payments over a thirty-six month period.
6. Eligible Bargaining Unit members may opt for a partial early retirement with a pro rated incentive.

MEMORANDUM OF AGREEMENT  
between

#00FSA24

BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY  
(the employer)

and

BCIT FACULTY AND STAFF ASSOCIATION  
(The FSA)

and

The B C Government Employees Union – Instructional Bargaining Unit  
(The Instructors)

and

The B C Government Employees Union – Support Staff Bargaining Unit  
(The Support Staff)

---

**RE: Selection Committees for Academic and Non-Academic Managers**

---

The Parties agree that it is in the interests of each party that Selection Committees for BCIT managers, including both Academic and Non-Academic Managers, include representatives from each of the Parties to this Agreement.

It is agreed between the Parties that the purpose of a Selection Committee is to bring the best judgment to bear upon the process of recruiting candidates, reviewing, short-listing and assessing short-listed applicants, and deciding who is the best suited applicant for the position.

1. When a vacancy is created or arises for a BCIT Manager, the appropriate representative of the Employer will notify the Parties of the vacancy within ten (10) working days of becoming aware of:
  - the vacancy arising
  - that a vacancy will arise through retirement, resignation, leave or other reason, or
  - that a new position has been created.
2. A Selection Committee shall be formed and meet within ten (10) working days of the notice being sent. The notice shall include the number of bargaining unit members from each of the unions who report through the position to be filled.
3. The Selection Committee shall be constituted as follows:
  - 3.1 The Employer shall appoint two representatives from among the exempt management employees.
  - 3.2 Up to six (6) representatives appointed by the unions, in their discretion, with the number of positions for each union assigned proportionately on the basis of each union's bargaining unit membership as a percentage of the total number of unionized employees reporting through the position to be filled. However, each Union shall have the right to a minimum of one representative on the Selection Committee. The three (3) Unions shall mutually agree to the correct distribution of representation within three (3) working days. Where either unit of the BCGEU, or the FSA decides, in their discretion, not to participate in the Selection Committee, that seat shall be given to the other Union. The Unions will make every reasonable effort to

appoint individuals from the programme and/or service areas that report through to the position being filled.

3.3 The Selection Committee may seek the assistance of additional non-voting members where there is a need for additional expertise.

3.4 The Selection Committee shall be chaired by one of the Employer representatives on the Committee.

4. The Selection Committee shall:

4.1 formulate and authorize the advertisement and decide within a budget supplied by the Employer where it shall be placed.

If a position needs to be filled on an expedited basis due to sudden resignation or other special circumstances, the Employer shall circulate the proposed advertisement to the Unions for their approval.

The Unions shall respond to the Employer with suggested changes or approval within three (3) working days. If a response is not received by the Employer within this time, the Unions will be deemed to have approved the proposed advertisement.

4.2 prepare criteria for screen, and screen applicants;

4.3 have the right to review the job description and, if necessary, to recommend changes to the Employer;

4.4 select the most suitable applicant for the position.

5. If the selected candidate becomes unavailable, the matter shall be referred back to the Selection Committee for review. The Committee will then select another candidate, commence a new selection process, or recommend that a new Committee be struck.

6. Where any of the Parties has a preferred candidate, the Selection Committee shall be so notified. If the Selection committee wishes to select the preferred candidate, the position may be filled without advertising or competition.

7. Acting appointments of BCIT Managers may be made by mutual agreement for up to one year. It is understood that recommendations for acting appointments of BCIT Managers for more than two (2) months, or longer if mutually agreed, will be made through the Selection Committee process.

8. In the event that the Employer strikes a Selection Committee for Manager positions in the Employer's Labour Relations and Human Resources departments, it will be exempt from the above process, except that each Union may appoint one non-voting member to the Committee.



9. The process outlined in this Article will not apply in the case of non-managerial exempt support staff Selection Committees.
10. This memorandum of agreement will take effect on August 1, 2000.

July 28, 2000  
(date) "Clodine Sartori for Tomi Eeckhout"  
for the Employer

July 31, 2000  
(date) "Cal Davis"  
for the BCIT Faculty and Staff Association

July 31/00  
(date) "Richard MacIntosh"  
for the BCGEU Instructional Bargaining Unit

July 31,2000  
(date) "Rick Schaeffer"  
for the BCEGU Support Staff Bargaining Unit

August 1/00  
(date) "Ken Holmes"  
BCGEU Staff Representative

between

The British Columbia Institute of Technology

and

The BCIT Faculty and Staff Association

Re: Mandatory Retirement

**PREAMBLE**

- The parties agree that in the event the BCIT Board of Governors decides to abolish the Institute's current age 65 mandatory retirement policy, the following conditions will apply:

**GENERAL**

- No employee will be required to retire due to age, provided that the Employee is capable of carrying out his/her duties.
- The terms and conditions of employment in the collective agreement that currently apply to employees at or below age 65 will continue.

**CONTINUING EMPLOYMENT**

- Employees will receive notice from the Institute, by November 30<sup>th</sup> of the duty year in which they turn 65, of their options with respect to retirement or continuation of employment. Such employees will be required to advise the Employer by December 30<sup>th</sup> of that same year of whether they will be continuing their employment beyond the end of the duty year.
- The duty year will continue to be defined as June 1 through May 31.

**SENIORITY AND SALARY**

- Employees that retire from the Institute and are subsequently re-employed after the duty year in which they turn 65 will be considered new employees.
- Article 5.4.1 shall not apply to such individuals, however, Article 5.4.2 will continue to apply.

**CONTINUING EMPLOYEES**

Individuals who have completed the duty year in which their 65<sup>th</sup> birthday falls and who elect to continue their employment:

- will not be entitled to LTD coverage as set out in Appendix 6. Cessation of Plan Coverage will be in accordance with Appendix 6.9
- will not further accrue sick leave under the provisions of Article 9.3.
- will convert any unused sick leave credits accrued prior to age 65 in accordance with Article 9.11 (that is, a bank of sick leave equivalent to 40% of their accumulated sick leave will be created).
- will not be entitled to borrow or pool sick leave benefits under the provisions of Articles 9.3 and 9.12.2.

- will receive 18 days of sick leave credits at the commencement of each calendar year, pro-rated for the months beyond the end of the duty year (ie June through December (10.5 days)) in the first year . This sick leave will not be cumulative and any days remaining at the end of the calendar year shall not be carried forward from year to year if unused. Part-time employees will receive a pro-rated annual portion of the sick leave credits based on their FTE.
- will be entitled to use the sick leave credits converted in accordance with Article 9.11, as sick leave once they have exhausted the 18 days of non-cumulative sick leave, or maintain the converted credits to be used in accordance with Article 9.11.
- if an employee chooses to draw on their converted sick leave for sick leave purposes following the exhaustion of their annual non-cumulative sick leave credits, they must continue to use that converted sick leave until they are medically fit to return to work, or have exhausted the converted sick leave bank, whichever ever occurs first.
- at any time during the use of the converted sick leave bank, an employee may initiate the retirement process and use the remainder of the converted sick leave bank in accordance with Article 9.11.
- will be entitled to Group Life insurance in the amount of \$10,000 until age 70.

#### **REHIRES AND NEW HIRES**

Newly hired employees over the age of 65, or employees over age 65 who have retired and been rehired:

- will not be entitled to LTD coverage as set out in Appendix 6. Cessation of Plan Coverage will be in accordance with Appendix 6.9
- will not accrue sick leave under the provisions of Article 9.3.
- will not be entitled to borrow or pool sick leave benefits under Article 9.3 or 9.12.2.
- new employees over the age of 65, or employees over age 65 who have retired and been rehired as full time or part time regular employees, will be credited with an annually pro-rated portion of the non-cumulative sick leave credits, based on 1.5 days per month remaining in the calendar year and their FTE status.
- employees over the age of 65, whether new employees or employees who have retired and been rehired as temporary full time or part time employees, will receive a pro-rated portion of sick leave credits based on their FTE status and the length of their contract.
- sick leave will not be cumulative and any days remaining at the end of the calendar year or the end of the temporary contract shall not be carried forward from year to year, or contract to contract if unused.
- will be entitled to Group Life insurance in the amount of \$10,000 until age 70 if hired as a regular employee.

#### **TERMINATION**

- An employee who is over the age of 65, and who has been absent from active employment as a result of illness or injury for a 6 month period, may, at the Institute's discretion, be terminated from employment at the Institute.
- Without prejudice to either Parties interpretation of the Article 13.4, it is agreed that unsatisfactory performance appraisals under this Article may be relied upon by the Employer in support of a non-culpable termination of employment for employees over the age of 65.

#### **INTERPRETATION OF COLLECTIVE AGREEMENT PROVISIONS**

The Parties agree that the following collective agreement articles will be interpreted as follows:

##### **Article 9.11 - Pre-Retirement Leave**

- The reference "or who has reached the mandatory retiring age" will have no application.

##### **Article 17.1 – Resignation**

- An employee will be required to give such notice for both resignation and retirement.

##### **Article 17.2 – Termination on Account of Age**

- No notice of termination will be given to employees who reach the age of 65. Unless specifically identified, terms and conditions of employment as set out in this memorandum of agreement will not take effect until the end of the duty year in which an employee turns 65.

##### **Article 18.2.1.3 - Early Retirement**

- The reference to "early" shall be read in the context of the Pension Plan requirements regarding eligible age to receive a superannuation allowance.

##### **Memorandum of Agreement #5 – Early Retirement Incentive Plans**

- For the purposes of this memorandum of agreement only, the reference to "normal retirement" shall be retirement at the age of 65. The definition of "early retirement" as set out in this memorandum of agreement, will continue to be applicable for Early Retirement Incentives under this memorandum.

#### **REVIEW AND REVISION OF MEMORANDUM**

- The Parties agree that an annual review and assessment of the impact that the abolishment of the mandatory retirement policy has had on Employees, the Union and the Institute will take place in October of 2005 and each subsequent calendar year.
- The Parties may, by mutual agreement, make revisions to this memorandum of agreement during the annual review process.

On behalf of the  
BCIT Faculty and Staff Association

On behalf of  
The British Columbia Institute of Technology

"Cal Davis"  
Cal Davis  
Executive Director

"Clodine Sartori" for  
Tomi Eeckhout  
VP, Human Resources

Date: "September 29, 2004"

Date: "September 29, 2004"

**Memorandum of Agreement**

**between**

**The British Columbia Institute of Technology**

**and**

**The BCIT Faculty and Staff Association**

**Re: FISCAL DIVIDEND**

**THE PARTIES AGREE AS FOLLOWS:**

Having agreed the term of the Collective Agreement to be from April 1, 2007 to March 31, 2010, a Fiscal Dividend Bonus may be paid from a one-time fund (the "Fund") generated out of monies, in excess of \$150 million, surplus to the BC government, as defined in the Province's audited financial statements, for the fiscal year 2009-10.

1. If fiscal dividend funds are determined to be available, a Fiscal Dividend will be paid as soon as is reasonably practicable.
2. The quantum of the Fund accessible for the parties to this agreement will be based on the Province's audited financial statements as at March 31, 2010. The Fund will be determined as follows:
  - i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
  - ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
  - iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
  - iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.
3. The Fiscal Dividend Bonus will be paid to each member of the bargaining unit who is employed by the institution on March 31, 2010.
4. The Fiscal Dividend Bonus shall be a one-time payment paid to each full-time equivalent employee and paid to each part-time employee on a pro-rated basis. For the purpose of the determination of the amount of the Fiscal Dividend Bonus, a full-time equivalent employee is a regular or nonregular employee who worked on a full-time basis for the period of April 1, 2009 to March 31, 2010. The Fiscal Dividend Bonus for an employee who worked less than full-time

over this period shall be pro-rated for the fraction of a full-time employee workload, as defined in the parties' local provisions, that the employee worked over this period. For the purpose of calculating the amount of an employee's incentive payment, time spent by employees on paid leaves and the leaves listed below shall be considered as time worked:

- maternity or parental leave
- short-term disability leave
- long-term disability or Workers' Compensation leave that commenced between April 1, 2009 to March 31, 2010

5. The Fiscal Dividend Bonus shall be paid to employees as soon after March 31, 2010 as is practicable for the institution to determine and pay the Bonus amount to employees.

**MEMORANDUM OF AGREEMENT**

**between**

**the BCIT FACULTY & STAFF ASSOCIATION**

**and**

**the BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY (the "INSTITUTE")**

**Childcare**

The parties agree that a sub-committee of the Labour/Management Committee shall be established for the purpose of:

- a) Conducting a location search and availability survey to identify childcare providers near the BCIT Burnaby campus.
- b) Pursuing opportunities to enable access to local childcare facilities for FSA members.

"Tomi Eeckhout"

Signed on behalf of the Employer

"June 12, 2007"

Date

"Paul Reniers"

Signed on behalf of the FSA

"June 12, 2007"

Date

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