

COLLECTIVE AGREEMENT

between

THE JUSTICE INSTITUTE OF BRITISH COLUMBIA

(Employer)

and

MARINE TRAINING FACULTY ASSOCIATION

(Faculty)

for the period

1995, April 01 to 1998, March 31

**MTFA/JIBC - Collective Agreement
1995, April 01 to 1998, March 31**

FACULTY AGREEMENT 1995/1998

PREAMBLE:

THIS AGREEMENT

BETWEEN: **The Justice Institute of British Columbia,**
(hereinafter called the "Institute") OF THE FIRST PART

AND: **The Marine Training Faculty Association,** in the Province of
British Columbia,
(hereinafter called the "Association") OF THE SECOND PART.

WHEREAS the Institute Board is an employer within the meaning of the Labour Relations Code,

AND WHEREAS the Association is a Trade Union within the meaning of the said Code and is the bargaining authority for that group of full time employees of the Justice Institute of B.C. at 13500 - 256th Street, Maple Ridge, B.C. primarily engaged in teaching marine emergency duties, hazardous materials handling and industrial firefighting.

NOW THIS AGREEMENT WITNESSES that the parties hereto agree each with the other as follows:

1.00 DURATION OF AGREEMENT

1.01 This Agreement is binding and remains in effect from **01, April 1995 to 31, March 1998** and thereafter from year to year unless either party gives to the other party notice in writing at least twenty (20) days prior to the expiry date of the contract that it desires to terminate or amend its provisions.

1.02 Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in force until a new Agreement is signed or a strike or lock-out occurs.

2.00 INTERPRETATION

In this Agreement

"Association Representative" means any employee authorised by the Association to act on its behalf

"Board" means the Board of the Institute;

"Contractual Year" means the period from April 1st in any year to March 31st in the next following year;

"Day" means any day other than a rest-day;

"Employee" means any employee of the Institute for whom the Association is the bargaining authority;

"Full-Time" means thirty (30) hours of duty per week;

"Holiday" has the meaning given to it in 13.00;

"Month" means a calendar month unless otherwise specified;

"Normal Hourly Rate of Pay" means the annual salary level outlined in Section 11.01.01 divided by 1566 (261 days per year x 6 duty hours per day): the divider will be 1572 in a leap year (262 days per year x 6 duty hours per day).

"President" means the President of the Institute, or, with respect to a specific responsibility, his delegate;

"Manager" means the Manager, Fire Safety Training Centre (FSTC), or, with respect to a specific responsibility, his delegate;

"Regular" when used to describe an employee, means a person appointed to a full-time position that is expected to be continuous from year to year;

"Rest Day" means any Saturday, Sunday, or holiday;

"Year" means the period from any date in a year to the next preceding date in the next following year, and shall include a calendar year or a contractual year.

2.02 In this Agreement, a feminine pronoun may be substituted for the masculine counterpart where applicable.

3.00 ASSOCIATION RECOGNITION

3.01 Association Recognition

The Institute recognises the Association as the exclusive bargaining agent for those employees for which it is certified.

3.02 Individual Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Institute or its representatives which may conflict with the terms of this Agreement, except where this Agreement permits such an individual agreement.

4.00 MANAGEMENT RIGHTS

All rights of management that are not specifically mentioned in this agreement shall continue in full force and effect for the duration of the agreement. The Association and Management agree that there shall be no discrimination and that both the Management and the Association shall exercise rights granted them under this agreement in a fair and reasonable manner.

5.00 ASSOCIATION MEMBERSHIP

5.01 Association Security

5.01.01 Every employee shall maintain his membership in the Association as a condition of employment except that no employee shall be deprived of employment where the Association terminates the employee's membership.

5.01.02 Every new employee shall, as a condition of employment and within the first twenty (20) days of his employment, apply for and maintain membership in the Association.

5.01.03 The Institute agrees to notify the Association at the time an employee is hired and when any change of status occurs.

5.01.04 Every prospective employee shall receive a copy of the Agreement before being employed by the Institute.

5.02 Association Dues

- 5.02.01 Every employee shall, as a condition of employment, pay a monthly fee to the Association equal to the monthly dues as determined from time to time in accordance with the By-laws of the Association, which payment shall be made by a payroll deduction in accordance with **Section 16 of the Labour Relations** code and commence on the first day of the month coincident with or next following the date of appointment.
- 5.02.02 The Institute shall, within twenty (20) days of any deduction, forward by cheque to the Treasurer of the Association the collected dues together with a list of employee names and the amounts deducted therefrom.
- 5.02.03 The Association shall advise the Institute in writing of the dues required by the Association to be deducted from each employee and of any change in the type or amount of deduction.

6.00 ASSOCIATION BUSINESS LEAVE

- 6.01 With the approval of the **Manager**, or his designate, representatives of the Association may be granted the necessary time with pay to negotiate with the Institute, attend to any matters concerning a grievance and attend any other joint meeting with the Institute concerning the administration of this collective agreement.
- 6.02 All meetings concerning this Agreement and matters referred to therein shall be held at hours mutually agreed upon.
- 6.03 With the approval of the **Manager**, representatives may be granted the necessary leave of absence without pay to attend conventions, conferences, and meetings in connection with Association affairs, provided such time off does not in any way interfere with the representative's instructional obligation.

7.00 GRIEVANCE AND ARBITRATION

7.01 Grievance Procedure

- 7.01.01 **Any difference arising between the parties to this Agreement concerning its interpretation, application, operation or any violation thereof, including any question as to whether any matter is arbitrable, shall, without delay and without work stoppage, be resolved through *the grievance procedure* as set out below. A**

grievance shall commence within thirty (30) days of the time the employee(s) became aware of the event giving rise to the grievance.

7.01.02 Stage I: An attempt to settle the difference shall be made by the grievor, with or without a representative of the Association, and the Manager. This stage shall not exceed three (3) days from, but not including, the day on which the Manager is made aware of the difference.

7.01.03 Stage II: If a satisfactory settlement is not reached at Stage I, the grievance may be referred by the grievor to the President of the Association and the Manager who shall endeavour to settle it. If such a reference is made, the grievor shall present his grievance in writing, with a copy to the President of the Association and to the Manager. This stage shall not exceed five (5) days from, but not including the day on which the statement in writing is presented to the Manager.

7.01.04 Stage III: If a satisfactory settlement is not reached at Stage II, either party may refer the matter for resolution before a settlement officer pursuant to Section 87 of the *Labour Relations Code*.

7.01.05 Stage IV: If the parties to this agreement are unable to resolve their difference at Step III, either party may, within ten (10) days of receiving the settlement officers recommendations, advance the grievance to arbitration.

7.02 Arbitration

7.02.01 Where the services of an arbitrator are required, the fees and expenses of that arbitrator shall be shared equally between the Association and the Institute.

7.02.02 An Association, group, suspension, discharge or policy grievance shall be filed at Stage II.

7.02.03 The time limits prescribed for the performance of any stage in the Grievance Procedure may be extended by mutual agreement of the parties involved at each stage.

7.02.04 If a grievance has not been resolved within the time period specified for any Stage of the Grievance Procedure and the time limit has not been extended by mutual agreement, the grievance shall proceed immediately to the next stage in the Grievance Procedure.

7.02.05 The arbitration board shall consist of a single arbitrator agreed upon between the parties. In the event that the parties are unable to agree upon a single arbitrator one shall be selected by lot from the list below:

Allan Hope,
Donald Munroe,
Richard Bird.

8.00 QUALIFICATIONS OF INSTRUCTORS

8.01 Before employment as a regular full-time instructor, an applicant must satisfy the Institute that:

- a) she/he holds the certificates or licenses that are required by external regulatory or licensing bodies for the course or courses which will be assigned to her/him; and
- b) she/he has at least two years post-secondary education from a recognised institution in a program which the Institute deems relevant to the appointment; and
- c) she/he holds an Instructor's Diploma;
or
- d) an acceptable equivalent combination of education training and experience, as determined by the employer.

9:00 DUTIES, PICKET LINES AND STUDENT CONTACT HOURS

9.01 Hours of Work and Duties of Instructor

9.01.01 Every Instructor is obliged to be on duty on his assigned duty days unless incapacitated through illness or accident or granted leave of absence in accordance with this Agreement.

9.01.02 Not more than six (6) hours of duty shall be assigned to an instructor in any one (1) day.

9.01.03 At times convenient to the Institute, an instructor shall, in each day, be given a meal break of one (1) hour and two (2) fifteen (15) minute breaks, which breaks shall not be counted as assigned duty.

9.01.04 The daily quota of breaks and assigned duty shall be completed within seven and one half (7-1/2) hours.

9.01.05 With respect to a particular instructor, the provisions of 9.01.03 and 9.01.04 may be waived with the mutual consent of the instructor and the

Manager, but the Manager shall advise the Association prior to waiving 9.01.04.

9.01.06 As of the date of signing of this Agreement, the following are included in the duties and responsibilities of instructors:

- **Instruction in Marine Emergency Duties Program**
- **Instruction in Hazmat and Industrial Fire Fighting course**
- **Administrative Work**
- **Lesson Preparation**
- **Curriculum Preparation**
- **Curriculum Revision**
- **Preparation of Equipment**
- **Student Counselling**
- **Selection of Delivery Mode**
- **Selection of Learning Mode**
- **Related Functions for Routine Class Demonstration**
- **Training Needs Analysis**
- **Enforcing Course Based Safety Standards and Procedures**
- **Advising on Course Safety Procedures Based on Established Standards**

Regular instructors shall complete thirty (30) hours of assigned duties per week.

9.02 Duty Periods

9.02.01 In any day, the Institute may assign duty to an instructor in any one of the periods

**8:00 a.m. to 4:00 p.m. (day)
12:00 noon to 8:00 p.m. (afternoon) or
3:00 p.m. to 11:00 p.m. (evening)**

except that in any one week the period assigned for the first day of the week may be changed to another period only once during that week.

(Note: See Letter of Understanding #2)

9.02.02 A regular instructor assigned to afternoon or evening duty periods has priority for assignment to vacant day duty periods based on his length of service as defined in 10.04.

9.03 Picket Lines

All employees have the right to refuse to cross a legal picket line arising from a strike.

9.04 Student Contact Hours

Weekly contact hours are 27 hours per week.

10.00 APPOINTMENTS, SERVICE LAYOFF AND SEVERANCE PAY

10.01 Vacancies

The Institute shall give first consideration to regular employees when filling a vacancy for a regular instructor and, where practicable, inform all employees by a notice posted in the Institute or by other means at least ten (10) days before any public advertisement of the vacancy. Eligible employees absent from the Institute during the posting period shall automatically be considered applicants for the vacancy. A copy of the notice of vacancy will be forwarded to the Union.

10.02 Appointments

10.02.01 Where the Institute has requested applications to fill a regular instructor position, the Institute shall include the Manager in all aspects of the selection process.

10.02.02 The Manager referred to in 10.02.01 shall assign an instructor from within the Association to attend any selection interview of an applicant, except that the instructor so assigned shall not be an applicant for the appointment under consideration.

10.02.03 The President or designate shall decide to whom any offer of employment is made.

10.03 Probationary Period

10.03.01 Notwithstanding any letter of appointment, during his first year of employment a regular instructor is on probation to determine her/his competence and suitability in the position to which he has been appointed.

10.03.02 During an instructor's probationary period, the Institute may terminate his employment on twenty (20) days notice.

10.04 Length of Service

10.04.01 Subject to .04.02, an instructor's length of service is the length of his continuous employment as an instructor with the Institute, and prior to July 4, 1994 with Pacific Marine Training Institute, expressed in years and days.

10.04.02 A succession of periods of intermittent employment with the Institute as an instructor qualifies as service when computing length of service provided each period is continuous and of not less than sixty (60) days duration, and the time between consecutive periods does not exceed two (2) years. One duty year of employment as an instructor is equivalent to one (1) year of service.

10.05 Reductions

10.05.01 Where the Institute needs to reduce the number of instructor positions in a program or programs, the Institute and the Association shall consult on the need and manner of the reduction before any instructor is given notice.

10.05.02 Subject to .05.03, the Institute shall reduce the number of instructors in the following descending sequence:

.01 Probationary regular instructors, with notice of not less than 21 days;

.02 By providing notice of layoff to the regular instructor whose instructional modules will not be taught as scheduled. A regular instructor in receipt of a notice of layoff here under may, within five days of the notice, elect to displace an instructor with a lesser length of service as defined in 10.04 provided always that the individual qualifications and experience of the instructors remaining indicate that they would be both competent and qualified to teach the instructional modules scheduled at the level of competence then existing;

10.05.03 Any regular instructor who receives notice of layoff, or a regular instructor displaced pursuant to .05.02.04 may, in writing to **the President** or designate and within five days of the notice, claim a transfer to an instructor position where such an instructor has

.01 a greater length of service than the incumbent, and

.02 the qualifications required for the position, and

.03 relevant experience in the duties of the position, and

.04 after an orientation period of not more than ten days demonstrated that he can discharge the duties of the position at the necessary level of

competence, the Institute shall rescind the notice of layoff to the instructor and give notice of layoff to the incumbent being displaced in this article.

10.06 Severance Pay

Where the Institute lays off a regular instructor, he shall be entitled on the date the lay off takes effect to severance pay equal to his monthly salary in effect on that date multiplied by

- .01 one (1), where the instructor's uninterrupted length of service is less than two (2) years;
- .02 three (3), where the instructor's uninterrupted length of service is two (2) years or more, but less than four (4) years;
- .03 four (4), where the instructor's uninterrupted length of service is four (4) years, but less than five (5) years;
- .04 five (5), where the instructor's uninterrupted length of service is five (5) years, but less than six (6) years; and
- .05 six (6), where the instructor's uninterrupted length of service is six or more years.

10.07 Notice and Pay in Lieu of Notice

Where the Institute lays off a regular instructor who has completed his probation period and it does not give at least six (6) months notice, it shall, in addition to any severance pay due, pay the instructor an amount in lieu of notice ("notice pay") equal to his monthly salary in effect on the date of the layoff multiplied by the difference between six (6) and the number of full months notice given.

10.08 Recall

- 10.08.01 A regular instructor who is laid off retains a right to recall for one (1) year from his lay off date.
- 10.08.02 Where an instructor has been laid off and subsequently the Institute needs to employ an additional instructor it shall send a recall offer by registered mail to the last known address of every instructor with a right to recall and keep the offer open for twenty (20) days from the date the offer is mailed.
- 10.08.03 Any instructor exercising his right to recall must meet the four conditions in 10.05.03 wherein, for the purpose of this subsection, "the incumbent" means "any other instructor exercising his right to recall".

10.08.04 An instructor who is laid off and who takes the severance pay due and any pay in lieu of notice due, and who exercises his right to recall will be re-employed by the Institute as a term instructor at the same level in the salary scale he was at on his lay off date and for the term that meets the instructional needs of the Institute.

10.08.05 An instructor who is laid off and who takes any pay in lieu of notice due, but not the severance pay due, and who exercises his right to recall will be re-employed by the Institute as a regular instructor at the same salary level he was at on his lay off date and with the length of service he has accumulated up to that date

10.08.06 Where an instructor is unable to exercise his right to recall before the right expires, the Institute shall, on the date the right to recall expires, pay the instructor the severance pay that was due on the date the instructor was laid off.

11.00 SALARIES AND INCREMENTS

11.01 Salaries

11.01.01 The Annual Salary steps for instructors are shown in Table 1 and are in effect from April 1, 1996, to March 31, 1997; and April 1, 1997, to March 31, 1998 respectively in Table 2.

TABLE 1 New Salary Grid for All Instructors, Effective April 1, 1996

Class/Step	1	2	3	4	5	6	7
Instructor	50749	52491	54253	56020	57786	59549	61315

TABLE 2 New Salary Grid for All Instructors, Effective April 1, 1997.

This new grid is as determined by James Dorsey.

11.01.02 On appointment, an instructor's Annual Salary is the amount shown in 11.01.01 for step 1 in the appropriate class, except that the Institute may raise the step where it wishes to recognise relevant teaching experience.

11.01.03 Subject to this Agreement, the monthly salary of a regular instructor is one twelfth (1/12) of his established Annual Salary and is payable bi-weekly, at the rate of 1/26 of the established Annual Salary.

11.01.04 In any contractual year, the daily salary that correlates to an annual salary is one-tenth of the bi-weekly salary.

11.02 Salary Calculations for Interrupted Service

11.02.01 Subject to this Agreement, where in any year a regular instructor is terminated or resigns from the Institute on a date other than December 31st, his total remuneration due for the period, inclusive, from January 1st to the date he leaves the Institute is calculated as if he is a short-term instructor employed for the term January 1st to the date he leaves the Institute.

11.02.02 Where a regular instructor takes no annual vacation leave in the year he joins the Institute, the calculation referred to in .02.01 shall take into account this additional period of employment.

11.02.03 Where in any month, a regular instructor takes leave of absence without pay, his monthly salary as referred to in 11.01.03 shall, subject to .02.04, be reduced by an amount equal to the Daily Salary as referred to 11.01.04 that correlates to his Annual Salary, multiplied by the number of days in that month he is absent without pay.

11.02.04 Where in .02.03 the computed amount is greater than the instructor's monthly salary, his next following monthly salary shall be reduced by the difference between the computed amount and the monthly salary referred to in .02.03.

11.03 Salary Increments

11.03.01 Subject to this section, a regular instructor's increment date is the anniversary of the first calendar-day of the month in which he began employment, except where he began after the fifteenth calendar-day of that month in which case his increment date is the first calendar-day of the following month.

11.03.02 An increment date cannot be advanced.

11.03.03 Subject to this section, the Institute shall, on each repetition of an instructor's increment date, increment his Annual Salary by one (1) step until the maximum step in the range is reached.

11.03.04 Subject to this section, where an instructor is not in receipt of salary due to an absence from duty or is on lay off, the Institute shall delay and alter his increment date by one (1) month for each month of absence or lay off or part of a month absence or lay off of more than ten (10) days. In this subsection, "month" means the period, inclusive, from any date in a month to the date preceding that date in the following month

- 11.03.05 The Institute shall not alter the increment date of a regular instructor who, after the expiration of all his sick leave credits, is absent from duty due to illness for not more than an additional sixty (60) days in any contractual year.
- 11.03.06 Subject to this section, where an instructor is not in receipt of salary due to an absence from duty or is on lay off, the Institute shall delay and alter his increment date by one (1) month for each month of absence or lay off or part of a month absence or lay off of more than (10) days. In this subsection, "month" means the period, inclusive, from any date in a month to the date preceding that date in the following month.
- 11.03.07 The Institute shall not alter the increment date of a regular instructor who, after the expiration of all his sick leave credits, is absent from duty due to illness for not more than an additional sixty (60) days in any contractual year.

12.00 ALLOWANCES

12.01 Coordinating Instructor Allowances

In addition to their monthly salary, the coordinating instructors will receive \$1,200 per annum pro-rated monthly.

12.02 Instructor Allowances

- 12.02.01 Upon presentation of the appropriate receipt and satisfactory evidence of the successful completion of any course leading towards an Instructor's Diploma, the Institute will reimburse an instructor for the course tuition fees provided he was employed at the Institute as a regular instructor at the time the course was taken.
- 12.02.02 Upon presentation of the appropriate receipt and written proof of the successful completion of a course on instructional techniques recognised by the Institute, the Institute will reimburse an instructor for the course tuition fee provided he was employed at the Institute as a regular instructor at the time the course was taken.
- 12.02.03 Instructors who regularly give practical instruction in firefighting shall be paid a cleaning allowance of \$240.00 per annum.**

12.02.04 The Institute shall provide and maintain at its cost clean protective clothing for any employee who works in condition where such clothing is necessary for safety and cleanliness.

12.02.05 Where an instructor is required to travel at a time outside the normal hours of duty and the period of travel exceeds three (3) hours, he shall be given one (1) day's leave with pay on a date mutually agreeable to the Manager, except where such travel is related to a leave granted under Article 14.10 of this Agreement.

12.02.06 Where an instructor who normally works in the Lower Mainland is required to be away from home on a weekend or a statutory holiday, he shall be given one (1) day leave with pay for each day spent away from home. Such leave shall be taken on a date or dates mutually agreeable to the Manager.

12.02.07 Where an instructor is required to work on a rest day, he shall be compensated at the rate of time and one half and this will be taken as compensatory time off.

12.02.08 Hours worked in any day in excess of hours of duty as provided in Section 9.01.02 shall constitute overtime hours. Overtime hours will be remunerated at the rate of 1.5 times the normal hourly rate of pay.

12.03 Travel Status and Meal Allowances

Staff will occasionally be required to travel to off campus assignments. Travel allowances are outlined as:

a) For the use of their personal vehicle on JI business - \$.36 per km.

b) Meals Allowance

Employees on travel status shall be entitled to a meal allowance. The meal allowance shall be:

Breakfast:	\$8.00
Lunch:	\$9.75
Dinner:	\$18.25
Total:	\$36.00 per diem

c) Reimbursement for reasonable expenses associated with dry-cleaning, long distance calls home, etc.

13.00 STATUTORY HOLIDAYS

13.01 The Institute shall give a regular instructor leave with pay on all statutory holiday(s), namely

New Year's Day, B.C. Day, Good Friday, Easter Monday, Labour Day, Victoria Day, Thanksgiving Day, Canada Day, Remembrance Day, Christmas Day and Boxing Day;

13.02 The Institute shall give a regular instructor leave with pay on any day proclaimed a General Holiday by federal or British Columbia provincial legislation; and every day between Christmas Eve Day and New Years Day inclusive, is a holiday.

13.03 Where Canada Day or Remembrance Day falls on a Saturday or Sunday, the next following Monday shall be a holiday in lieu of the named holiday.

14.00 LEAVE

14.01 Approval of Leave

Before taking any leave other than sick leave, an instructor shall have the approval of the **Manager**, which approval shall not be unreasonably withheld.

14.02 Annual Vacation Leave

14.02.01 The Institute shall in each calendar year give every regular instructor an annual vacation of forty-three (43) days.

14.02.02 An instructor shall be entitled to annual vacation in one (1) block of at least not less than 23 days during the period of the last week of June and the first week of September of each calendar year.

The remainder of the vacation leave shall be taken in block multiples of five (5) days, at a time mutually agreed to by the employee and their manager, subject to the operational needs of the Institute.

The selection of vacation blocks during the summer shall be done on the basis of seniority, or other method, which is mutually agreeable to the faculty. The vacation scheduling shall be complete by March 31, of each calendar year.

14.03 Sick Leave

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- 14.03.01 Absence due to illness or injury not covered by Workers' Compensation shall be with pay for any period not exceeding an instructor's accumulated sick leave credit.
- 14.03.02 A regular or term instructor earns sick leave at the rate of one and a half days for each month during which he is employed for fifteen (15) hours or more per week. An Instructor employed for less than fifteen (15) hours per week earns sick leave at the rate of one and a half days for each one hundred and twenty (120) hours of employment
- 14.03.03 Where an instructor is not on duty, sick leave accumulates only if the absence is with pay.
- 14.03.04 A sick leave credit may be accumulated to a maximum of two hundred and sixty-one (261) days.
- 14.03.05 The Institute may advance sick leave to an instructor equal to the sick leave he would earn up to the next July 31st.
- 14.03.06 An instructor's accumulated sick leave credit is lost on termination of employment. However, the credit shall be restored if he recommences service and can earn sick leave within one (1) calendar year of his termination provided that the termination was not caused by the instructor and that he has not refused an employment proposal from the Institute during the period he was not employed by the Institute.

14.04 Workers' Compensation Leave

- 14.04.01 Where an employee sustains an injury or contracts an illness attributable to work on behalf of the Institute and as a result is absent from work, he shall apply for Workers' Compensation; however, he shall suffer no loss of benefits or any penalty as the result of a denial of such compensation.
- 14.04.02 Subject to .04.03, where an instructor is entitled to Workers' Compensation, it shall be paid directly to the instructor, in addition to which the Institute shall, for as long as the instructor's accumulated sick leave credit permits and provided the Institute is sent a detailed statement of each cheque sent to the instructor, pay the instructor the difference between the amount of Workers' Compensation and his full salary.
- 14.04.03 Where on any day the Institute makes up the difference between an instructor's salary and Workers' Compensation, the instructor's accumulated sick leave credit shall be reduced by

Payment made by the Institute on that day x 261 days
Instructor's Annual Salary on that day

14.05 Personal Leave

The **Manager** may grant personal leave for study, travel, political, religious or compassionate reasons, etc., which leave shall be without pay unless otherwise authorised.

14.06 Retirement Preparation Leave

In order that an instructor aged fifty years or more with five (5) years or more length of service as a regular instructor may prepare for retirement, the **President** or designate may grant him leaves of absence without pay of not more than three (3) months in any calendar year provided that each such leave is requested in writing to the President or designate at least three (3) months prior to the start of the leave

14.07 Educational Leave

14.07.01 Educational leave is granted through the authority of the Board. The welfare of the Institute and the professional competence of the instructor are among the prime considerations in approving leave for approved study or research. The Institute agrees that approval will not be unreasonably withheld.

14.07.02 Requests for educational leave must be made to the **President** or designate and must be accompanied by an outline of the purpose for the leave.

14.07.03 The instructor shall, within one month of his return to duty, submit to the **President** or designate satisfactory evidence of having carried out the purpose for which the leave was granted. In the event of failing to do so, the instructor shall refund the amount paid by the Institute during such leave.

14.07.04 An instructor shall not be eligible for a grant of educational leave of more than a cumulative total of twenty-four (24) months.

14.07.05 Approved educational leave shall be at the rate of 77% of salary and allowances; contributions for Employee Benefits will be continued during educational leave by the Institute and the instructor concerned and the leave period will count in full for increment purposes.

14.08 Long-Term Educational Leave

14.08.01 Educational leave of more than four (4) months to one calendar year shall be considered long-term leave.

- 14.08.02 In order to be granted long-term leave, an instructor must be a regular instructor with a continuous length of service of forty-eight (48) months or more.
- 14.08.03 The instructor undertakes to remain in the service of the Institute for a minimum of three (3) years immediately following return from a long-term leave. In the event the instructor fails to remain one (1) complete year he shall refund to the Institute the full amount paid by the Institute to him during the leave; failing to remain two (2) complete years he shall refund two-thirds (2/3) of the amount; failing to remain three (3) complete years he shall refund one-third (1/3) of the amount.
- 14.08.04 Normally, an instructor shall not be eligible for subsequent long-term educational leave until a period of sixty (60) months has elapsed from the completion of the previous long-term leave.
- 14.08.05 A request for long-term leave shall be made at least six (6) months prior to the proposed commencement date. An instructor will receive a preliminary reply at least four (4) months prior to the requested commencement date, and final reply at least three (3) months prior.

14.09 Short-Term Educational Leave

- 14.09.01 Educational leave of from eleven (11) days to four (4) months shall be considered short-term leave.
- 14.09.02 In order to be granted short-term leave an instructor must be a regular instructor with a continuous length of service of twenty-four (24) months or more.
- 14.09.03 An instructor undertakes to remain in the service of the Institute for a minimum of twelve (12) months immediately following return from short-term leave and in the event of failing to do so, shall refund the amount paid by the Institute to the instructor during the leave.
- 14.09.04 A request for short-term leave shall be made at least two (2) months prior to the proposed commencement date. An instructor will receive a reply at least one (1) month prior to the requested commencement date.

14.10 Professional Development Leave

- 14.10.01 Professional development leave is with pay, but is restricted to

.01 any course or seminar that could substantially refresh an instructor's technique of teaching the subject material in courses to which she/he would normally be assigned;

.02 any display of or practicum in a new method of teaching that could have immediate application to an instructor's work at the Institute;

.03 any course, seminar or presentation of papers that could extend an instructor's knowledge or understanding of the subject material in any curriculum she/he is, or will be required to use; or

.04 any course, seminar, conference or meeting that the Manager, in consultation with the instructor concerned, considers to be in the interest of the Institute;

.05 any other activity the Professional Development Committee judges to be appropriate.

14.10.02 The Institute shall, after she/he has been employed for not less than (8) months give a regular full-time instructor a total of ten (10) days professional development leave, which shall be non-cumulative, in each contractual year.

14.10.03 The President or designate may give a regular instructor professional development leave with pay in addition to the leave noted in .10.02.

14.10.04 An instructor shall, not less than one month before the leave is to begin, apply to the Manager for professional development leave in writing and include a detailed budget of all permissible expenses that will be claimed from the Institute.

14.10.05 The Institute shall

.01 maintain a Professional Development Expense Fund to meet permissible expenses, other than salaries, related to professional development;

.02 contribute to the fund \$4000.00 for 1996/97 and an additional \$4000.00 for 1997/98;

.03. carry forward any unused portion of this fund until it has been used up;

14.10.06 The Professional Development Committee shall be comprised of four members. Two shall be appointed from the faculty association and two from management.

14.10.07 Professional Development Committee

.01. The committee shall meet no later than September 15, 1996, to establish the protocol for the committee.

.02. The chair of the committee shall be rotated between the Faculty and Management, each holding the chair for one (1) year.

.03. Once established, the committee shall meet at least two times each year, or at the request of either party, to review any requests for the allocation of funds for PD.

.04. One of the first tasks of the committee shall be to establish a process for applications to be made for PD, and to establish policy for the granting of PD/education leave.

.05. The committee shall trial their policies during the term of this agreement, and then make recommendations to their bargaining principals, for inclusion to the collective agreement.

14.10.08 Where an instructor is given professional development leave she/he shall, within ten (10) days of his return from that leave, submit a written report to the Manager giving a full review of his professional activities during the leave, the results achieved and, for the benefit of the Institute and other instructors, an assessment of the value to the Institute of that particular professional development activity.

14.10.09 Upon presentation of the report referred to in .10.08 and an itemised account of permissible expenses supported by receipts, but excluding specific expenses that have been prepaid by the Institute, the Institute shall reimburse an instructor in an amount equal to the sum of the itemised account or the grant referred to in 14.10.07.03, whichever is the lesser.

14.11 Bereavement Leave

The **Manager** shall grant a regular instructor not more than five (5) days bereavement leave with pay in the case of the death of a husband, wife, brother, sister, parent, parent-in-law, any other relative living in the instructor's household or, with the approval of the Principal, any other person.

14.12 Funeral Leave

The **Manager** shall grant a regular instructor not more than one half day funeral leave, but not in addition to any bereavement leave granted.

14.13 Jury Duty and Court Appearance Leave

When summoned to serve on a jury; when subpoenaed as a witness in criminal proceedings, or as a witness in a civil action if not a party thereto; when appearing as a defendant in a criminal or traffic case if acquitted

therefrom; the **Manager** shall grant a regular instructor or a term instructor the necessary leave with pay to attend court provided the instructor produces

.01 a summons, a subpoena, or such other evidence that shows the necessity of his attendance at court; and

.02 on completion of the attendance at court, a statement from an official of the court showing the period of the instructor's attendance at court and the fees paid to the instructor which fees shall be paid over to the Institute.

15.00 BENEFITS

15.01 Benefit Coverage Option While on Leave Without Pay

A regular employee, with the approval of the **Manager**, granted leave of absence without pay may, before commencing such leave, maintain medical, insurance and pension benefits by paying to the Institute the full amount of the employer and employee premiums that require to be paid during the period of the leave. The Manager shall not unreasonably withhold approval.

15.02 Dental Plan

The Institute shall, at no cost to an employee, but complying with the terms of the insurer, provide a dental plan for all regular employees with not less than one (1) month's service with like service which plan includes

.01 Basic Dental Services (Plan A) paying 100% of the approved Schedule of Fees;

.02 prosthetics, crowns and bridges (Plan B) paying 50% of the approved Schedule of Fees; and

.03 orthodontics (Plan C) paying 50% of the approved Schedule of Fees.

15.03 Superannuation

Regular employees are subject to the Pension (College) Act and may enjoy the superannuation benefits provided therein.

15.04 Health Insurance

The Institute shall provide a regular employee coverage under an Extended Health Benefit Plan, an Optical Care Plan and the Medical Services Plan of British Columbia, and pay 100% of the premiums of those plans beginning on the first of the month following the date the employee is hired.

15.05 Group Life Insurance Plan

- 15.05.01 An employee shall, as a condition of employment, participate in the Group Life Insurance Plan contracted for by the Institute and for which the Institute pays 100% of the premium for each employee.
- 15.05.02 Subject to the terms of the contract with the insurer, the main benefits of the Plan are:
- .01 3 x Annual Salary for an instructor aged 45 years or less with dependants;
 - .02 2 x Annual Salary for an instructor aged more than 45 years with dependants; and
 - .03 \$10,000 for an instructor without dependants but an employee may, by his payment of an additional premium, increase his benefit up to \$150,000 without proof of insurability.
- 15.05.03 Coverage of an employee under the Plan will commence on the first of the month following his hiring date.
- 15.05.04 An employee who retires at or beyond the age of 55 years and who is receiving a pension under the Pension (College) Act may continue to enjoy group insurance coverage in an amount equal to the lesser of \$15,000 or the coverage in effect immediately preceding retirement for a period of sixty (60) months from the date of retirement with the premium cost of the continuing insurance borne by the group insurance fund.

15.06 Long Term Disability Benefit

The Institute shall provide a Long Term Benefit Plan for employees with a level of benefits to be decided by the Association, but the premiums for which shall be paid wholly by the participating employees.

15.07 Premium Savings

The Parties agree that premium savings accrued through Unemployment Insurance Commission assessments, or experience refunds from the Insurance Company or other sources shall be used to partially offset future benefit improvements.

15.08 Payment on Decease

In the event of the death of a regular instructor, the Institute shall pay the widow or widower, or if there is no such person the instructor's estate, one month's salary exclusive of any amount already earned by the instructor up to the date on which he last served.

15.09 Unemployment Insurance

All employees shall be covered for Unemployment Insurance insofar as the law permits.

15.10 Institutional Coalitions

The Institute shall seek out and, where premium savings or cost benefits will accrue, join any coalition of post-secondary educational institutions in British Columbia.

16.00 COORDINATING INSTRUCTORS

16.01 Appointment of Coordinating Instructors

16.01.01 The Manager may appoint Coordinating Instructors in such a manner and number as he/she deems necessary, without fixed terms of appointment.

16.01.02 Termination of an appointment to the position of Coordinating Instructor shall be at discretion of the Manager in consultation with President or designate. The outgoing Coordinating Instructor shall be advised of the reasons for the termination of the appointment. It is recognised that the termination of appointment shall not be considered as termination from the employment of the Institute and the provisions of Article 7.00 do not apply.

16.02 Coordinating Instructors

16.02.01 Person(s) appointed to the position of Coordinating Instructor shall have qualifications and experience consistent with any program needs adopted by the Institute and shall conform to the training and safety requirements set by any relevant regulatory agencies. Appointment to the position of Coordinating Instructor is restricted to regular full time instructors.

16.02.02 In addition to his/her normal duties as an instructor, the Coordinating instructor shall:

.01 bring to the notice of the Instructors the administrative directives and policies of the Institute and disseminate without delay any

information provided by the Institute that is relevant to the work of the instructors;

.02 coordinate and assign, within the established schedule and the limits of their respective job descriptions, the work of instructors and technicians assigned to the coordinated programs;

.03 liaise between the Manager and the Instructors, on matters relating to administrative directives and policies that apply to these programs, changes in the established schedule, overtime, the work of other sections, and any other matter which will have an effect outside the coordinated programs;

.04 liaise with other Coordinating Instructor(s) to ensure efficient use of instructional resources;

.05 assist the Manager in preparing course, class and class location schedules for instructors in the coordinated programs;

.06 assist the Manager in preparing budgets for the coordinated programs;

.07 assist the Manager in meeting the responsibilities of the FSTC when an instructor is absent;

.08 may sit on advisory or other committees concerning the instructional work of the FSTC or the Institute as created from time to time, and

.09 assure that the instructors in the coordinated programs and program technician assigned to these programs comply with the administrative directives and policies that apply to the FSTC.

16.02.03 Coordinating Instructors shall have **on average four hours** per week for the performance of their duties herein.

16.03 Student Contact Hours for Coordinating Instructors

16.03.01 Coordinating Instructors shall have their assigned student contact hours, as set out in 9.04, reduced by four (4) hours for the performance of their coordinating duties.

17.00 TECHNOLOGICAL CHANGE

17.01 The Institute shall give the Association at least three (3) months notice in writing of any intended technological change that

.01 affects the terms and conditions or security of employment of a significant number of regular instructors; and

.02 alters significantly the basis upon which this Agreement was negotiated.

- 17.02 The Parties agree to discuss any disputed matter arising in relation to adjustment to technological change.
- 17.03 Where a dispute referred to in 17.02 cannot be settled by direct negotiation between the parties, the dispute shall be settled by the arbitration process in 7.02.
- 17.04 The arbitrator shall decide whether or not the Institute has introduced or intends to introduce a technological change and upon deciding that the Institute has or intends to introduce technological change the arbitrator shall inform the Minister of Labour of his finding and may then or later make any one or more of the following orders:
- .01 that the change be made in accordance with the terms of this Agreement unless the change alters significantly the basis upon which this Agreement was negotiated;
 - .02 that the Institute shall not proceed with the technological change for such period, not exceeding three (3) months, as the arbitrator considers appropriate;
 - .03 that the Institute reinstate any instructor displaced by reason of the technological change;
 - .04 that the Institute pay to the instructor referred to in .03 such compensation in respect to his displacement as the arbitrator considers reasonable; and
 - .05 that pursuant to the matter be referred to a special officer appointed.

18.00 EVALUATION

18.01 Evaluation of Instructors

Evaluation shall occur on a yearly basis, as part of an on-going formative process. The process will involve: collecting information, reviewing the file and jointly setting an individual performance and/or professional development plan for the following year. The timing of individual instructor's evaluation will be set each September between instructors and Manager, taking into consideration their respective workloads. Each evaluation will normally be conducted within one calendar month.

18.02 Criteria for Evaluation

All instructors are to be dealt with and treated in a similar manner. The following are the criteria for evaluating an employee:

1. The instructor in relation to students:
 - a) develops an approach to learning designed to reach a wide variety of students;
 - b) encourages students to develop an independent and questioning attitude;
 - c) treats students with respect and genuine interest;
 - d) **maximises student safety by enforcing course-based safety standards and procedures.**

2. The instructor in relation to instructional assignments
 - a) adequately develops course objectives **and lesson plans** in writing;
 - b) communicates material and answers questions clearly and effectively;
 - c) develops, organises and **presents** material clearly and effectively **to ensure that course objectives are met;**
 - d) **conducts and supervises field exercises in accordance with established policies and guidelines;**
 - e) **practices good classroom management skills.**

3. The instructor in relation to instructional assignments
 - a) understands and is knowledgeable in the latest developments in his subject, field or area of specialty;
 - b) **maintains the validity of relevant professional qualifications;**
 - c) **liaise with relevant industry;**
 - d) designs and teaches material to take into account current offerings compatible with the requirements of post-secondary institutions, regulatory authorities and industry.

4. The instructor in relation to other instructors and employees
 - a) is willing to exchange ideas and to assist others professionally;
 - b) works in a collegial manner.

5. The instructor in relation to the Institute
 - a) participates in meetings, student consultations, and such ancillary activities as may benefit the students, the employees and the Institute as a whole;
 - b) makes a continuing contribution to the objectives of the **Institute in general and of the Fire and Safety Training Centre in particular.**

18.03 Evaluation Data Collection

All material will be assembled in a file by a designated support staff person, within the designated calendar month, and will include the following:

- a) Student feedback - evaluation questionnaires routinely collected at the end of every course.
- b) Peer appraisal - from someone who has appropriate technical knowledge and instructional skills chosen by the instructor being evaluated (may include adjunct) facility). The evaluation report must be based on at least one classroom visit and one field visit and the visits must be pre-arranged with the instructor. The onus will be on the instructor to set these up.
- c) Self - any relevant material submitted by the instructors, such as: letters of praise from students, self-evaluation describing how professional development objectives are being met, copies of certificates of relevant course completion, etc.
- d) Manager - report to be based on at least one classroom and one field visit, plus other relevant information that the manager may be privy to regarding instructor's performance or conduct (such as student complaints, feedback from technicians or other instructors, etc.).
- e) Material arising out of 18.04 e).

18.04 Evaluation File Review

- a) Once the evaluation material has been collected, both the manager and the instructor will be given sufficient time to review the content of the file.
- b) At a mutually agreeable time, the manager and the instructor will meet to discuss the content of the file. The objective of this meeting will be to identify areas of strength and weaknesses and to jointly set a performance and/or professional development plan to address issues and concerns and to enhance areas of strength.
- c) The plan will be in writing and will include objectives or results to be achieved and the timelines within which the objectives must be achieved.
- d) It is the responsibility of the manager to monitor the plan at regular intervals during the year and to alert the instructor to major deviance, first verbally, then in writing.
- e) The plan, together with any material arising out of its implementation, will form part of the following year's evaluation file.

18.05 Procedural Disputes

In the event of a dispute between the manager and the instructor being evaluated concerning the evaluation file review process

described in 18.04, the matter will be referred to a mutually agreed to third party from within the Institute who will act as a facilitator to assist in reaching a consensus.

19.00 COPYRIGHT

19.01 Ownership of Copyright Materials

The ownership and copyright of all educational materials including teaching aids, films, outlines, notes, manuals, computer programs and apparatus that have been designed, written, or made by faculty with Institute materials through Institute funds, or with technical, or clerical assistance provided by the Institute, or during hours of duty, is vested in the Institute.

19.02 Use of Copyright Materials

The Institute recognises that creative work should receive a just reward; therefore it will, prior to any commitment to commercial production, discuss with the instructor concerned the ownership and copyright of any material referred to in this section.

20.00 TEMPORARY TRANSFER

An instructor who moves to another bargaining unit for a period not exceeding one (1) year shall, on return to the Institute, have all the duty time worked during that period considered as duty time worked in the Institute and shall not suffer loss of employment in the Institute as a result of the transfer. The Institute will consult with an instructor prior to any such move.

21.00 NO DISCRIMINATION

There shall be no discrimination by the Institute or its representatives or the Association or its representatives and members against any employee or employee representative because of membership in the Association or because of age, marital status, number of dependants, race, colour, sex, sexual orientation, religious belief, place of origin, social origin, political belief and physical or mental disability unrelated to job performance.

22.00 PARENTAL LEAVE

22.01 Maternity Leave

22.01.01 The provisions of the Employment Standards Act shall apply as if written herein.

22.01.02 Leave of absence related to maternity shall be without pay and shall be for a period not to exceed thirty (30) weeks.

22.01.03 The Employer, upon written notification from the employee, shall permit the employee to be absent from work at any time or times chosen by the employee during the eleven (11) week period immediately preceding the expected delivery date of her child.

22.01.04 The employee shall not be required to report for work for the six (6) week period immediately following the delivery of the child.

22.01.05 Upon request of an employee the Institute may grant an extension of maternity leave of up to an additional two (2) months.

22.02 Paternity Leave

Upon request, an employee shall be granted leave of absence without pay for up to twelve (12) weeks in the twelve (12) month period following the birth of a child. The employee shall notify the Institute one (1) month prior to the expected date of delivery of his intent to have such leave.

22.03 Adoption Leave

With the approval of the President or designate, adoption leave of up to three (3) months without pay may be granted in the case of adoption of a child by an employee.

22.04 An employee shall give the Institute not less than two (2) weeks' notice, where reasonable, of taking leave and not less than two (2) weeks' notice of return from such leave, under 23.01, 23.02 and 23.03.

22.05 If an employee maintains coverage for medical, extended health benefits, dental plan and group life insurance while on maternity leave, the Institute agrees to continue to pay its share of premiums.

23.00 PERSONNEL FILES

Employees covered by this agreement shall, in the presence of the Manager, Human Resources, have the right to inspect and examine their personnel files and to request copies be made of any documents found on them.

Employees will be advised of any documents, letters and/or reports that are to be placed on their files, and advised if these documents will be used for any future disciplinary action.

The Justice Institute will maintain only one personnel file on each employee, located in the Human Resources Manager's office, and shall be treated as "confidential".

Should the employee dispute the appropriateness of any document being placed on their file, then they shall recourse through the grievance procedure.

24.00 LETTERS OF UNDERSTANDING

It is hereby agreed between the Parties that any Letters of Understanding attached hereto and signed by the Parties form part of the Agreement.

LETTERS OF UNDERSTANDING #1

BETWEEN

Marine Training Faculty Association

AND

The Justice Institute of British Columbia

Re: Labour Management Committee

Establishment of committee

In recognition of the mutual benefits of ongoing consultation and open communication between the employees and the Employer, the Parties agree to establish a Labour/Management Committee consisting of equal numbers of Union and Institute representatives with two representatives from each Party.

Meeting of Committee

The labour/Management Committee shall meet at the call of either Party at a mutually agreeable time and place, but not less than four (4) times per year. Employees shall not suffer any loss of basic pay while attending these meetings.

Chairperson of Committee

An Employer and a Union Representative shall be designated as co-chairpersons and shall alternate in presiding over meetings.

Responsibilities of Committee

- a) The committee shall not have jurisdiction over wages or any other matter of collective bargaining including the administration of this Agreement.
- b) The committee shall have the power to make recommendations to the Union and the Employer on the following general matters:

MTFA/JIBC - Collective Agreement
1995, April 01 to 1998, March 31

- 1) Reviewing matters, other than grievances, relating to the maintenance of good relations between the Parties;
- 2) Correcting conditions causing grievance or misunderstandings

For the Institute

For the Union

For the Institute

For the Union

Date: _____

Date: _____

LETTERS OF UNDERSTANDING #2

BETWEEN

Marine Training Faculty Association

AND

The Justice Institute of British Columbia

Re: Duty Periods:

Instructor will have a work week of 37.5 hours per week with two consecutive days of rest. The normal week is Monday to Saturday. The work week is normally five consecutive days. This may be changed to four consecutive days by mutual consent of the instructor and manager provided the change is based on Institutional needs. The instructor and/or the manager will discuss and mutually agree to any changes to days worked fourteen (14) days prior to any change in days worked.

For the Institute

For the Union

For the Institute

For the Union

Date: _____

Date: _____

LETTER OF UNDERSTANDING #3

BETWEEN

The Justice Institute of BC
hereinafter called "the Institute"

AND

The Marine Training Faculty Association
hereinafter called "the Association"

Subject: Multi-Institutional Framework Agreement

The parties agree that, the multi-institutional Framework Agreement, dated May 15, 1996, shall be attached to and form part of this Collective Agreement from March 31, 1996, to March 31, 1998, and shall be in full force and effect for the term of this Collective Agreement.

The parties have executed and are in agreement with this Letter of Understanding which is dated Friday, January 24, 1997, in the City of New Westminster, BC.

For the Association

For the Institute

Ken Ruddick

Pam White

David Piasta

Louise Krohn

Chair, Board of Governors, JIBC

**MTFA/JIBC - Collective Agreement
1995, April 01 to 1998, March 31**

COLLECTIVE AGREEMENT

between

THE JUSTICE INSTITUTE OF BRITISH COLUMBIA

and

MARINE TRAINING FACULTY ASSOCIATION

for the period

1995, April 01 to 1998, March 31

SIGNED ON BEHALF OF THE
JUSTICE INSTITUTE OF
BRITISH COLUMBIA

SIGNED ON BEHALF OF
THE MARINE TRAINING
FACULTY ASSOCIATION

Chair, Board of Governors, JIBC

Ken Ruddick

Louise Krohn

David Piasta

Pam White

Dated this _____ day of _____, 19__.