



April 1, 2004

to

March 31, 2007

**Collective Agreement**

**BCGEU  
VOCATIONAL INSTRUCTORS**

BETWEEN:

**OKANAGAN COLLEGE**

(hereinafter called "OC")

OF THE FIRST PART

AND:

**B.C.GOVERNMENT AND SERVICE EMPLOYEES' UNION**

(hereinafter called "BCGEU")

OF THE SECOND PART

## **VOCATIONAL INSTRUCTORS**

My Steward is: \_\_\_\_\_

and is available at telephone number: \_\_\_\_\_

My alternate Steward is: \_\_\_\_\_

and is available at telephone number: \_\_\_\_\_

### The Collective Agreement

The terms of this contract which specify the terms and conditions of your employment have been mutually agreed upon between the Union and Okanagan College. Both parties want the provisions to be respected and properly applied. It is in your interest to know the contract as it is applied to your working environment.

### Grievance Procedure

Problems regarding the application, or enforcement, or interpretation of this contract should be dealt with in this procedure as outlined in Article 52 – Grievance Procedure. If you encounter a problem, you should discuss it with your immediate supervisor within 30 working days, with your Steward present.

### Negotiations

Contract changes are negotiated between the Union and Okanagan College. Negotiations generally start prior to the expiry of the contract. It is the practice of your Union to have a Negotiating Committee elected by members of the Local to represent Union proposals.

### **NOTE:**

Where reference is made to the Common Agreement, please also refer to Article 13 of the Common Agreement which states in part:

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

## **TABLE OF CONTENTS – LOCAL COLLECTIVE AGREEMENT**

ARTICLE 1 - PREAMBLE.....	1
1.01 PURPOSE OF THE AGREEMENT .....	1
1.02 CONFLICT WITH REGULATIONS .....	1
1.03 USE SINGULAR TERMS.....	1
1.04 HUMAN RIGHTS ACT .....	1
1.05 REDUCTION IN SALARY OR BENEFITS .....	1
1.06 FUTURE LEGISLATION .....	1
ARTICLE 2 - RIGHTS OF OC .....	1
ARTICLE 3 - UNION RECOGNITION AND RIGHTS .....	1
3.01 BARGAINING UNIT DEFINED .....	1
3.02 BARGAINING AGENT RECOGNITION .....	1
3.03 NO OTHER AGREEMENT .....	2
3.04 NO DISCRIMINATION FOR UNION ACTIVITY .....	2
3.05 RECOGNITION AND RIGHTS OF STEWARDS .....	2
3.06 BULLETIN BOARDS .....	2
3.07 UNION INSIGNIA.....	2
3.08 RIGHT TO REFUSE TO CROSS PICKET LINE .....	2
3.09 TIME OFF FOR UNION BUSINESS (REFERENCE COMMON AGREEMENT ARTICLE 3.5) .....	2
3.10 NEW TECHNICAL INFORMATION .....	3
ARTICLE 4 - UNION SECURITY .....	3
ARTICLE 5 - CHECK-OFF OF UNION DUES.....	3
ARTICLE 6 - OC AND UNION TO ACQUAINT NEW EMPLOYEES .....	4
ARTICLE 7 - OC-UNION RELATIONS .....	4
7.01 REPRESENTATION .....	4
7.02 UNION NEGOTIATING COMMITTEE .....	4
7.03 UNION ACCESS TO OC PREMISES .....	4
7.04 JOINT COMMITTEE .....	4
7.05 UNION MEETINGS.....	5
ARTICLE 8 - APPOINTMENT CATEGORIES.....	5
8.01 APPOINTMENT CATEGORIES .....	5
8.02 REGULAR APPOINTMENT .....	5
8.03 NON-REGULAR APPOINTMENT – FULL-TIME WORKLOAD .....	5
8.04 NON-REGULAR APPOINTMENT – PART-TIME WORKLOAD .....	6
8.05 CONVERSION TO A REGULAR APPOINTMENT .....	6
8.06 PARAMETERS OF A REGULAR PART-TIME APPOINTMENT .....	7
8.07 RIGHT OF FIRST REFUSAL.....	8
ARTICLE 9 - APPOINTMENT OF EMPLOYEES .....	8
ARTICLE 10 - POSTING OF POSITIONS .....	8
ARTICLE 11 - SELECTION OF EMPLOYEES .....	9
11.12 SECONDMENT .....	10
ARTICLE 12 - CLASSIFICATION AND RECLASSIFICATION .....	10
12.01 NEW CLASSIFICATION (REFERENCE COMMON AGREEMENT ARTICLE 3.3) .....	10
ARTICLE 13 - DUTIES, RESPONSIBILITIES AND WORKLOADS .....	10
13.01 ASSIGNABLE DUTIES .....	10
13.02 WORKLOAD .....	10
13.03 ASSIGNABLE DUTY TIME .....	11
13.04 CURRICULUM DEVELOPMENT/PROFESSIONAL DEVELOPMENT .....	11

ARTICLE 14 - EVALUATION REPORTS .....	12
ARTICLE 15 - SALARY SCALE AND PROCEDURE .....	12
15.01 EQUAL PAY .....	12
15.02 PAY DAYS .....	12
15.03 SALARY SCALES (REFERENCE COMMON AGREEMENT ARTICLE 12) .....	12
15.04 TEMPORARY RECLASSIFICATION .....	12
15.05 RECLASSIFICATION DOWNGRADING .....	12
ARTICLE 16 - APPLICATION OF THE SALARY SCALE .....	13
16.01 PLACEMENT .....	13
16.02 RECEIPT OF SALARY INCREMENT .....	13
ARTICLE 17 - DISTANCE EDUCATION COURSES .....	14
ARTICLE 18 - DEPARTMENT CHAIRS .....	14
18.02 SELECTION PROCEDURE .....	15
18.03 TERM OF APPOINTMENT .....	15
ARTICLE 19 - SENIORITY .....	16
ARTICLE 20 - PAID HOLIDAYS .....	16
20.01 PAID HOLIDAYS .....	16
20.02 HOLIDAYS FALLING ON SATURDAY OR SUNDAY .....	16
20.03 HOLIDAY FALLING ON A DAY OF REST .....	16
20.04 HOLIDAY COINCIDING WITH A DAY OF VACATION .....	16
ARTICLE 21 - ANNUAL VACATION .....	17
21.01 ANNUAL VACATION ENTITLEMENT .....	17
21.02 PRIME TIME VACATION PERIOD .....	17
21.03 VACATION CARRY-OVER .....	17
21.04 PREFERENCE IN VACATION .....	17
21.05 SCHEDULED VACATIONS .....	17
ARTICLE 22 - ILLNESS, INJURY AND LONG-TERM DISABILITY .....	18
22.01 SICK LEAVE DEFINED .....	18
22.02 SICK LEAVE ENTITLEMENT .....	18
22.03 FAMILY ILLNESS (REFERENCE COMMON AGREEMENT ARTICLES 7.7 AND 7.8) .....	18
22.04 EMPLOYEE TO INFORM OC .....	19
22.05 SICK LEAVE RECORDS .....	19
22.06 VOLUNTARY SHARING OF SICK LEAVE .....	19
22.07 DEDUCTION OF SICK LEAVE .....	19
22.08 INELIGIBLE FOR SICK LEAVE .....	19
22.09 ADVANCE OF SICK LEAVE .....	19
22.10 MEDICAL AND DENTAL APPOINTMENTS .....	19
22.11 TRAVEL TIME FOR MEDICAL AND DENTAL CARE .....	19
22.12 LONG-TERM DISABILITY .....	20
22.13 WORKERS' COMPENSATION BOARD .....	20
ARTICLE 23 - EMPLOYEE ASSISTANCE PROGRAM .....	20
ARTICLE 24 – RETIREMENT (REFERENCE COMMON AGREEMENT ARTICLE 11) .....	21
24.01 RETIREMENT LEAVE OR PAY-OUT .....	21
24.02 RETIREMENT ALLOWANCE .....	21
ARTICLE 25 - PARENTAL LEAVE (REFERENCE COMMON AGREEMENT ARTICLE 8) .....	21
ARTICLE 26 - HEALTH AND WELFARE PLANS (REFERENCE COMMON AGREEMENT ARTICLE 9) .....	22
26.01 DETAILS OF COVERAGE .....	22
26.02 COVERAGE FOR NON-REGULAR APPOINTMENTS .....	23

26.03	CONTINUATION OF BENEFIT COVERAGE .....	23
26.04	MEDICAL EXAMINATIONS .....	23
ARTICLE 27 – SUPERANNUATION (REFERENCE COMMON AGREEMENT ARTICLE 10) .....		23
ARTICLE 28 - PAYMENT TO DEPENDENT UPON DEATH OF A REGULAR EMPLOYEE .....		23
ARTICLE 29 - BEREAVEMENT LEAVE (REFERENCE COMMON AGREEMENT ARTICLE 7.6) .....		24
ARTICLE 30 - POLITICAL ACTIVITY (REFERENCE COMMON AGREEMENT ARTICLE 7.10) .....		24
ARTICLE 31 - FIRE FIGHTING PAY .....		24
ARTICLE 32 - LEAVE FOR COURT APPEARANCES (REFERENCE COMMON AGREEMENT ARTICLE 7.9) .....		24
ARTICLE 33 - GENERAL LEAVES .....		25
33.01	SPECIAL LEAVE .....	25
33.02	LEAVE WITHOUT PAY .....	25
33.03	OTHER LEAVE .....	25
ARTICLE 34 - PROFESSIONAL DEVELOPMENT/EXTENDED STUDY LEAVE .....		25
ARTICLE 35 - EMPLOYEE EXCHANGE LEAVE (REFERENCE COMMON AGREEMENT ARTICLE 7.11) .....		27
ARTICLE 36 - INSTRUCTOR'S DIPLOMA PROGRAM .....		27
ARTICLE 37 - UPGRADING OF QUALIFICATIONS .....		27
ARTICLE 38 - LEAVE FOR WRITING EXAMINATIONS .....		28
ARTICLE 39 – COPYRIGHTS (REFERENCE COMMON AGREEMENT ARTICLE 5) .....		28
ARTICLE 40 - TRANSFER EXPENSES .....		28
40.01	CLARIFICATION .....	28
40.02	"TRANSFERRING" DEFINED .....	28
40.03	REMOVAL EXPENSES .....	28
40.05	LIVING ALLOWANCE ON TRANSFER .....	28
40.06	COST OF INSURANCE .....	29
40.07	COST OF CONNECTIONS AND ALTERATIONS .....	29
40.08	LEGAL FEES .....	29
ARTICLE 41 - SUBSISTENCE ALLOWANCE .....		29
ARTICLE 42 - TRAVEL ALLOWANCE AND EMPLOYEE PARKING .....		29
ARTICLE 43 - SAFETY AND HEALTH .....		30
43.01	LEGISLATION .....	30
43.02	HEALTH AND SAFETY COMMITTEE .....	30
43.03	INVESTIGATION OF ACCIDENTS .....	30
43.04	PAY PROVISIONS .....	30
43.05	FIRST AID SUPPLIES .....	30
43.06	SANITARY CONDITIONS .....	30
43.07	UNSAFE WORK CONDITIONS .....	30
43.08	USE OF OC VEHICLES AND EQUIPMENT .....	31
43.09	INJURY PAY PROVISION .....	31
43.10	TRANSPORTATION OF ACCIDENT VICTIMS .....	31
43.11	POLLUTION CONTROL .....	31
43.12	FIRST AID .....	31

ARTICLE 44 - CLOTHING .....	31
44.01 CLOTHING SUPPLY .....	31
44.02 CLEANING .....	31
44.03 SAFETY FOOTWEAR .....	31
ARTICLE 45 - CONTRACTING OUT (REFERENCE COMMON AGREEMENT ARTICLE 6.5).....	32
ARTICLE 46 - RESIGNATION .....	32
ARTICLE 47 - DISCIPLINE, SUSPENSION, AND DISMISSAL .....	32
47.01 INVESTIGATION OF CONDUCT .....	32
47.02 BURDEN OF PROOF .....	32
47.03 ABANDONMENT OF POSITION .....	32
47.04 CENSURES .....	32
47.05 DISMISSAL/SUSPENSION PROCEDURE .....	32
47.06 RIGHT TO STEWARD REPRESENTATION .....	33
47.07 RIGHT TO GRIEVE DISCIPLINARY ACTION (REFERENCE COMMON AGREEMENT ARTICLE 3.3)33	
47.08 CORRESPONDENCE .....	33
ARTICLE 48 - REDUCTION AND RECALL (REFERENCE COMMON AGREEMENT ARTICLES 6.2, 6.3, 6.4, 6.5) .....	33
48.01 REDUCTION .....	33
48.02 CORRESPONDENCE .....	34
48.03 RECALL .....	34
48.04 SEVERANCE PAY .....	34
ARTICLE 49 - TECHNOLOGICAL CHANGE .....	34
ARTICLE 50 - INDEMNITY - CIVIL AND CRIMINAL ACTIONS .....	35
ARTICLE 51 - HARASSMENT (REFERENCE COMMON AGREEMENT ARTICLE 2) .....	35
51.02 SEXUAL HARASSMENT .....	35
51.03 PERSONAL HARASSMENT .....	36
ARTICLE 52 - GRIEVANCE PROCEDURE (REFERENCE COMMON AGREEMENT ARTICLES 3.2.5, 3.2.6)37	
52.01 GRIEVANCE DEFINITION .....	37
52.02 STEP 1 .....	37
52.03 STEP 2 .....	37
52.05 FAILURE TO ACT .....	38
52.06 AMENDMENT OF TIME LIMITS .....	38
52.07 DISMISSAL OR SUSPENSION GRIEVANCE (REFERENCE COMMON AGREEMENT ARTICLE 3.2.6) .....	38
52.08 POLICY GRIEVANCE .....	38
52.09 REVIEW OF PERSONNEL FILE .....	38
52.10 DISPUTES .....	38
52.11 DEVIATION FROM GRIEVANCE PROCEDURE .....	38
52.12 TECHNICAL OBJECTIONS TO GRIEVANCES .....	38
52.13 EFFECTIVE DATE OF SETTLEMENT .....	39
52.14 OC INITIATED GRIEVANCES .....	39
52.15 GRIEVANCE ARBITRATION .....	39
ARTICLE 53 - GENERAL PROVISIONS .....	40
53.01 HOT PRODUCTS .....	40
ARTICLE 54 - TERM OF AGREEMENT .....	40
54.01 DURATION (REFERENCE COMMON AGREEMENT ARTICLE 14) .....	40
54.02 NOTICE TO BARGAIN .....	40
54.03 COMMENCEMENT OF BARGAINING .....	40
54.04 CHANGES IN AGREEMENT .....	40
54.05 AGREEMENT TO CONTINUE IN FORCE .....	41

APPENDIX A - TRAINING PROGRAMS .....	42
LETTER OF UNDERSTANDING # 1 - ADULT ACADEMIC AND CAREER PREPARATION (A.A.C.P.) CO- ORDINATOR .....	43
LETTER OF UNDERSTANDING # 2 - WORKLOAD.....	44
LETTER OF UNDERSTANDING # 3 - DEAN OR PRESIDENT APPLICATION FOR ATTACHED APPOINTMENT AS INSTRUCTOR.....	45
LETTER OF UNDERSTANDING # 4 - CODE OF CONDUCT FOR BCGEU INSTRUCTOR / STUDENT RELATIONS .....	47



## **ALPHABETICAL INDEX – LOCAL AND COMMON AGREEMENTS**

("CA" denotes Common Agreement)

ABANDONMENT OF POSITION .....	32
ACCIDENTAL DEATH & DISMEMBERMENT .....	22
ADVANCE OF SICK LEAVE .....	19
AGREEMENT TO CONTINUE IN FORCE .....	41
AMENDMENT OF TIME LIMITS .....	38
ANNUAL VACATION .....	17
ANNUAL VACATION ENTITLEMENT .....	17
APPLICATION OF THE SALARY SCALE .....	13
APPOINTMENT CATEGORIES .....	5
APPOINTMENT OF EMPLOYEES .....	8
ARBITRATORS .....	CA 36
ASSIGNABLE DUTIES .....	10
ASSIGNABLE DUTY TIME .....	11
BARGAINING AGENT RECOGNITION .....	1
BARGAINING UNIT DEFINED .....	1
BENEFIT COVERAGE FOR NON-REGULAR APPOINTMENTS .....	23
BEREAVEMENT LEAVE .....	24, CA 22
BULLETIN BOARDS .....	2
BURDEN OF PROOF .....	32
CENSURES .....	32
CHANGES IN AGREEMENT .....	40
CHECK-OFF OF UNION DUES .....	3
CLARIFICATION (TRANSFER EXPENSES) .....	28
CLASSIFICATION AND RECLASSIFICATION .....	10
CLEANING .....	31
CLOTHING .....	31
COLLEGE COMMITTEES, LEAVE OF ABSENCE FOR .....	CA 11
COMMENCEMENT OF BARGAINING .....	40
COMMON FACULTY PROFESSIONAL DEVELOPMENT FUND .....	CA 47
COMPASSIONATE CARE LEAVE .....	24
CONFLICT WITH POLICIES .....	CA 2
CONFLICT WITH REGULATIONS .....	1
CONTINUATION OF BENEFIT COVERAGE .....	23
CONTRACTING OUT .....	32, CA 21
CONVERSION TO A REGULAR APPOINTMENT .....	6
COPYRIGHTS .....	28, CA 12
CORRESPONDENCE (DISCIPLINE, SUSPENSION, DISMISSAL) .....	33
CORRESPONDENCE (REDUCTION AND RECALL) .....	34
COST OF CONNECTIONS AND ALTERATIONS (ON TRANSFER) .....	29
COST OF INSURANCE (ON TRANSFER) .....	29
CURRICULUM DEVELOPMENT/PROFESSIONAL DEVELOPMENT .....	11
COVERAGE FOR NON-REGULAR APPOINTMENTS .....	23
DEDUCTION OF SICK LEAVE .....	19
DEFERRED SALARY LEAVE .....	CA 24, C 42
DENTAL CARE PLAN .....	22, CA 41
DEPARTMENT CHAIRS .....	14
DETAILS OF COVERAGE (HEALTH & WELFARE PLANS) .....	22
DEVIATION FROM GRIEVANCE PROCEDURE .....	38
DISCIPLINE, SUSPENSION AND DISMISSAL .....	32
DISMISSAL OR SUSPENSION GRIEVANCE .....	38, CA 7
DISMISSAL/SUSPENSION PROCEDURE .....	32
DISPUTES .....	38
DISPUTE REFERRAL FORM .....	CA 35
DISTANCE EDUCATION COURSES .....	14
DURATION .....	40
DUTIES, RESPONSIBILITIES AND WORKLOADS .....	10
EARLY RETIREMENT INCENTIVE .....	CA 28

EDUCATION TECHNOLOGY .....	CA 21
EFFECT OF COMMON AGREEMENT .....	CA 30
EFFECTIVE DATE OF SETTLEMENT (OF GRIEVANCE) .....	39
EMPLOYEE ASSISTANCE PROGRAM .....	20
EMPLOYEE TO INFORM OC (OF INABILITY TO REPORT TO WORK) .....	19
EQUAL PAY .....	12
EVALUATION REPORTS .....	12
EXCHANGE LEAVE .....	27, CA 24
FAILURE TO ACT .....	38
FAMILY ILLNESS .....	18, CA 23
FIRE FIGHTING PAY .....	24
FIRST AID .....	31
FIRST AID SUPPLIES .....	30
FUTURE LEGISLATION .....	1, CA 2
GENERAL LEAVES .....	25, CA 22
GENERAL PROVISIONS .....	40
GRIEVANCE ARBITRATION .....	39
GRIEVANCE DEFINITION .....	37
GRIEVANCE PROCEDURE .....	37
HARASSMENT .....	35, CA2
HARASSMENT INVESTIGATORS .....	CA 34
HEALTH AND SAFETY COMMITTEE .....	30
HEALTH AND SAFETY EQUIPMENT .....	CA 32
HEALTH AND WELFARE PLANS .....	22, CA 25
HOLIDAY COINCIDING WITH A DAY OF VACATION .....	16
HOLIDAY FALLING ON A DAY OF REST .....	16
HOLIDAYS FALLING ON SATURDAY OR SUNDAY .....	16
HOT PRODUCTS .....	40
HOTEL EXPENSES .....	28
HUMAN RESOURCES DATABASE .....	CA 6
HUMAN RIGHTS ACT .....	1
ILLNESS, INJURY AND LONG-TERM DISABILITY .....	18
INDEMNITY – CIVIL AND CRIMINAL ACTIONS .....	35
INELIGIBLE FOR SICK LEAVE .....	19
INJURY PAY PROVISION .....	31
INSTRUCTOR'S DIPLOMA PROGRAM .....	27
INTERNATIONAL EDUCATION .....	CA 30
INVESTIGATION OF ACCIDENTS .....	30
INVESTIGATION OF CONDUCT .....	32
JOB SECURITY .....	CA 13
JOINT ADMINISTRATION AND DISPUTE RESOLUTION COMMITTEE .....	CA 6
JOINT COMMITTEE .....	4
JURISDICTIONAL DISPUTE RESOLVING PROCESS .....	CA 8
JURY DUTY AND COURT APPEARANCES .....	CA 23
LEAVE FOR COURT APPEARANCES .....	24
LEAVE FOR WRITING EXAMINATIONS .....	28
LEAVE WITHOUT PAY .....	25
LEGAL FEES (ON TRANSFER) .....	29
LEGISLATION (SAFETY AND HEALTH) .....	30
LIFE INSURANCE .....	22
LIVING ALLOWANCE ON TRANSFER .....	28
LONG-TERM DISABILITY .....	20
LONG-TERM DISABILITY PLAN .....	22
LOU #1 – ADULT ACADEMIC AND CAREER PREPARATION COORDINATOR .....	43
LOU #2 – WORKLOAD .....	44
LOU #3 – DEAN OR PRESIDENT APPLICATION FOR ATTACHED APPOINTMENT AS INSTRUCTOR .....	45
LOU #4 - CODE OF CONDUCT FOR BCGEU INSTRUCTOR/STUDENT RELATIONS .....	47
MEDICAL AND DENTAL APPOINTMENTS .....	19
MEDICAL CARE PLAN .....	22
MEDICAL EXAMINATIONS .....	23

MEDICAL TRAVEL REFERRAL BENEFIT .....	39
MILEAGE (TRAVEL ALLOWANCE).....	29
NEW CLASSIFICATION .....	10
NEW TECHNICAL INFORMATION.....	3
NO DISCRIMINATION FOR UNION ACTIVITY .....	2
NO OTHER AGREEMENT .....	2
NON-REGULAR APPOINTMENT – FULL-TIME WORKLOAD .....	5
NON-REGULAR APPOINTMENT – PART-TIME WORKLOAD .....	6
NOTICE TO BARGAIN.....	40
OC AND UNION TO ACQUAINT NEW EMPLOYEES .....	4
OC INITIATED GRIEVANCES .....	39
OC-UNION RELATIONS .....	4
OPTICAL COVERAGE.....	23
OTHER LEAVE .....	25
OVERLOAD .....	CA 29
PAID HOLIDAYS .....	16
PARAMETERS OF A REGULAR PART-TIME APPOINTMENT .....	7
PARENTAL LEAVE .....	21, CA 24
PARTIAL SICK LEAVE AND PARTIAL DIABILITY BENEFITS .....	CA 48
PAY DAYS .....	12
PAY PROVISIONS FOR HEALTH AND SAFETY COMMITTEE .....	30
PAYMENT TO DEPENDENT UPON DEATH OF EMPLOYEE .....	23
PENSIONS .....	23, CA 28
PERSONAL HARASSMENT.....	36
PLACEMENT (SALARY SCALE).....	13
POLICY GRIEVANCE .....	38
POLITICAL ACTIVITY .....	24
POLLUTION CONTROL .....	31
POSTING OF POSITIONS .....	8
PREAMBLE .....	1
PREFERENCE IN VACATION.....	17
PRIME TIME VACATION PERIOD .....	17
PRIOR LEARNING ASSESSMENT.....	CA 12
PROFESSIONAL DEVELOPMENT.....	11
PROFESSIONAL DEVELOPMENT/EXTENDED STUDY LEAVE .....	25
PROGRAM TRANSFERS AND MERGERS .....	CA 16
PROVINCIAL SALARY SCALE.....	CA 29 CA 33
PUBLIC DUTIES .....	CA 23
PURPOSE OF THE AGREEMENT .....	1, CA 2
RECALL .....	34
RECEIPT OF SALARY INCREMENT .....	13
RECLASSIFICATION DOWNGRADING.....	12
RECOGNITION AND RIGHTS OF STEWARDS .....	2
REDUCTION IN SALARY OR BENEFITS .....	1
REDUCATION AND RECALL.....	33
REGISTRY OF LAID OFF EMPLOYEES .....	CA 17, CA 38
REGULAR APPOINTMENT .....	5
REGULARIZATION .....	CA 13
REMOVAL EXPENSES.....	28
REPRESENTATION.....	4
RESIGNATION .....	32
RESPECTFUL WORKING ENVIRONMENT .....	CA 46
RETIREMENT .....	21
RETIREMENT ALLOWANCE.....	21
RETIREMENT LEAVE OR PAY-OUT .....	21
REVIEW OF PERSONNEL FILE .....	38
RIGHT OF FIRST REFUSAL .....	8
RIGHT TO GRIEVE DISCIPLINARY ACTION .....	33
RIGHT TO REFUSE TO CROSS PICKET LINE.....	2
RIGHT TO STEWARD REPRESENTATION .....	33

RIGHTS OF OC .....	1
SAFETY AND HEALTH .....	30
SAFETY FOOTWEAR .....	31
SALARY SCALE AND PROCEDURE .....	12
SALARY SCALES .....	12, CA 33
SANITARY CONDITIONS .....	30
SCHEDULED VACATIONS .....	17
SECONDMENT .....	10
SELECTION OF EMPLOYEES .....	9
SELECTION PROCEDURE (OF DEPARTMENT CHAIRS) .....	15
SENIORITY .....	15
SEVERANCE PAY .....	34
SEXUAL HARASSMENT .....	35, CA 3
SICK LEAVE DEFINED .....	18
SICK LEAVE ENTITLEMENT .....	18
SICK LEAVE RECORDS .....	19
SPECIAL LEAVE .....	25
STEP 1 (GRIEVANCE PROCEDURE) .....	37
STEP 2 (GRIEVANCE PROCEDURE) .....	37
SUBSISTENCE ALLOWANCE .....	29
SUPERANNUATION .....	23
SUPPLEMENTAL EMPLOYMENT BENEFIT FOR MATERNITY AND PARENTAL LEAVE .....	CA 25
TARGETED LABOUR ADJUSTMENT .....	CA 19
TECHNICAL OBJECTIONS TO GRIEVANCES .....	38
TECHNOLOGICAL CHANGE .....	34
TEMPORARY RECLASSIFICATION .....	12
TERM OF AGREEMENT .....	40
TERM OF APPOINTMENT (OF DEPARTMENT CHAIRS) .....	15
TIME OFF FOR UNION BUSINESS .....	2
TRAINING PROGRAMS .....	42
TRANSFER EXPENSES .....	28
"TRANSFERRING" DEFINED .....	28
TRANSPORTATION OF ACCIDENT VICTIMS .....	31
TRAVEL ALLOWANCE AND EMPLOYEE PARKING .....	29
TRAVEL TIME FOR MEDICAL AND DENTAL CARE .....	19
USE OF OC VEHICLES AND EQUIPMENT .....	31
USE SINGULAR TERMS .....	1, CA 2
UNION ACCESS TO OUC PREMISES .....	4
UNION INSIGNIA .....	2
UNION LEAVE .....	CA 11
UNION MEETINGS .....	5
UNION NEGOTIATING COMMITTEE .....	4
UNION RECOGNITION AND RIGHTS .....	1
UNION SECURITY .....	3
UNSAFE WORK CONDITIONS .....	30
UPGRADING OF QUALIFICATIONS .....	27
VACATION CARRY OVER .....	17
VOLUNTARY SHARING OF SICK LEAVE .....	19
WORKERS' COMPENSATION BOARD CLAIM .....	20
WORKLOAD .....	10

**WITNESSETH THAT:**

**ARTICLE 1 - PREAMBLE**

1.01 Purpose of the Agreement

The purpose of this Agreement is to set forth and establish the terms and conditions of employment.

1.02 Conflict with Regulations

In the event that there is a conflict between the contents of this Agreement and any regulations made by OC, this Agreement shall take precedence over the said regulations.

1.03 Use Singular Terms

Wherever the singular is used, the same shall be construed as meaning the plural unless otherwise specifically stated.

1.04 Human Rights Act

The parties hereto subscribe to the principles of the applicable Human Rights legislation of British Columbia.

1.05 Reduction in Salary or Benefits

No employee shall suffer reduction in salary or any benefit as a result of this Agreement.

1.06 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

**ARTICLE 2 - RIGHTS OF OC**

- 2.01 Except as otherwise provided in this Agreement, OC or its delegated officers have exclusive control over the management, supervision and administration of OC and the direction of the employees covered by this Agreement.

**ARTICLE 3 - UNION RECOGNITION AND RIGHTS**

3.01 Bargaining Unit Defined

- (1) The bargaining unit shall include all vocational instructors at OC and such other instructional personnel as may be designated by the appropriate authority in a certificate of bargaining for BC Government and Service Employees' Union Vocational Instructors.
- (2) Vocational instructors are defined as those employees who are appointed to full-time and part-time instructional positions in vocational programs listed in Appendix A of this Agreement or any full-time vocational program. A full-time vocational program is a program which has 30 hours per week of scheduled class time. All Ministry designated vocational programs will be included in Appendix A.

3.02 Bargaining Agent Recognition

OC recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees in the bargaining unit.

3.03 No Other Agreement

No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with OC or its representatives which may conflict with the terms of this Agreement.

3.04 No Discrimination for Union Activity

OC and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

3.05 Recognition and Rights of Stewards

The Union shall appoint or elect Stewards and shall notify OC in writing of such appointments or elections. OC shall recognize Stewards and shall not discriminate against them for Steward activities. The Union and OC shall agree to the on-the-job activities of the Stewards.

Those activities as defined shall be:

- (1) the posting of Union bulletins and notices;
- (2) the investigation and the processing of grievances;
- (3) the supervision of ballot boxes when necessary;
- (4) the performance of duties related to safety responsibilities.

It is mutually understood that item 3.05 (3) above shall in no way interfere with OC duties of the Steward.

3.06 Bulletin Boards

OC shall provide bulletin board facilities for the use of the Union; the locations shall be determined by mutual agreement.

3.07 Union Insignia

A union member shall have the right to wear or display the recognized insignia of the Union.

3.08 Right to Refuse to Cross Picket line

- (1) All employees covered by this Agreement shall have the right to refuse to cross a picket line resulting from a dispute as defined in the prevailing legislation. Any employee failing to report for duty shall be considered absent without pay.
- (2) Failure to cross a picket line encountered in carrying out OC business shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

3.09 Time Off for Union Business (REFERENCE COMMON AGREEMENT ARTICLE 3.5)

- (1) Without Pay - Leave of absence without pay and without loss of seniority may be granted:

- (i) to elected or appointed representatives of the Union to attend conventions of the BCGEU and groups with which the Union is affiliated;
- (ii) to elected or appointed representatives of the Union to attend to Union business which requires them to leave their place of employment;
- (iii) to employees who are representatives of the Union on a Negotiating Committee to attend meetings of the Negotiating Committee.

- (2) With Pay - Leave of absence with pay and without loss of seniority may be granted:

- (i) to employees who are representatives of the Union to leave their employment to carry on negotiations with OC;

- (ii) to Stewards, or their alternates, to perform their duties pursuant to clause 3.05;
  - (iii) to employees called to appear as witnesses before an arbitration board, or at any hearing mutually agreed to between the parties.
- (3) It is understood that employees granted leave of absence pursuant to this Article shall receive their current salary while on leave with pay. Leave of absence granted under this Article shall include sufficient travel time. OC agrees that any of the above leaves of absence shall not be unreasonably withheld.
- (4) To facilitate the administration of section (1) of this clause, when leave without pay is granted, the leave shall be given with pay and the BCGEU shall reimburse OC for the appropriate salary costs, including travel time.
- (5) Any employee who is elected or selected for a full-time position with the BCGEU or any "body" with which the Union is affiliated shall be entitled to a leave of absence without pay and without loss of seniority for a period of one year. Such leave shall be renewed each year during their term of office to a maximum of five years. At least three months' notice of intention to renew or not renew shall normally be given to OC.

#### **3.10 New Technical Information**

OC agrees to provide the Union such public information and such information relating to employees in the bargaining unit as is available and as may be required by the Union for collective bargaining purposes.

### **ARTICLE 4 - UNION SECURITY**

- 4.01 All employees covered by this Agreement shall, as a condition of employment, hold and maintain membership in the Union after accumulating 30 days' service with OC.

### **ARTICLE 5 - CHECK-OFF OF UNION DUES**

- 5.01 OC shall, as a condition of employment, deduct from the bi-weekly wage or salary of each employee in the bargaining unit the amount of the regular bi-weekly dues payable to the BCGEU. OC shall include on each employee's T-4 statement the amount of the deductions paid to the Union by the employee in the previous year. An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employees wages or salary the amount of the regular dues payable to the Union by a member of the Union.
- 5.02 OC shall deduct from any employee upon written consent of that employee any assessments levied in accordance with the Union Constitution and/or By-laws.
- 5.03 Deductions shall be made from each bi-weekly payroll. Membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.
- 5.04 (1) All deductions shall be remitted to the Union not later than 28 days after the date of deduction and OC shall also provide a list of names of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee. The Bargaining Unit Chairperson shall receive a copy of the current dues list.
- (2) OC agrees to make every reasonable effort, subject to the capabilities of the Human Resources information systems, to provide the following information to the Bargaining Unit Chairperson:
- (i) employee surname
  - (ii) employee first name
  - (iii) employee address
  - (iv) sex

- (v) birth date
- (vi) start date
- (vii) salary
- (viii) dues amount
- (ix) month-to-date dues
- (x) social insurance number

This information will be provided to the BCGEU electronically.

- 5.05 Before OC is obliged to deduct any amount under clause 5.01, the Union must advise OC in writing of the amount of its regular bi-weekly dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to OC signed by the President of the BCGEU.

#### **ARTICLE 6 - OC AND UNION TO ACQUAINT NEW EMPLOYEES**

- 6.01 OC agrees to provide new employees with a copy of this Collective Agreement and to acquaint them with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off. A new employee shall also be advised of the name and location of their Steward.
- 6.02 (1) OC agrees that a Steward or designate shall be given an opportunity to meet with an individual or group of new employees (on regular and non-regular appointments) within regular working hours without loss of pay, for up to 60 minutes for the purpose of acquainting the new employees with the benefits and duties of Union membership and the employees' responsibilities and obligations to the employer and the Union.
- (2) Such meetings shall be as required and arranged by the Human Resources Division, but not more frequently than once every two months.

#### **ARTICLE 7 - OC-UNION RELATIONS**

##### **7.01 Representation**

No employee or group of employees shall undertake to represent the Union at meetings with OC without the proper authorization of the Union. To implement this, the Union shall supply OC with the names of its officers; and similarly OC shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

##### **7.02 Union Negotiating Committee**

Negotiating Committee shall be appointed by the Union and shall consist of up to three people representing the Union. The Union reserves the right to use up to three additional persons at any one time for technical information or advice. The Union shall advise OC of its appointees to this Committee.

##### **7.03 Union Access to OC Premises**

OC agrees that access to its premises shall be granted to members of the Union staff when negotiating with OC, as well as for the purpose of investigating and assisting in the settlement of a grievance. For these purposes, OC shall make available to Union representatives or Stewards temporary use of an office or similar facility. Members of Union staff shall notify the designated supervisor in advance of their intention and their purpose for entering and shall not interfere with the operation of the department or section concerned.

##### **7.04 Joint Committee**

- (1) A Joint Committee comprised of representatives of OC and representatives of Vocational Instructors Negotiating Committee (see 7.02) shall constitute the Joint Committee referred to throughout this Collective agreement, unless otherwise specified.



- (2) The Union and OC recognize the mutual value of ongoing joint discussions and negotiations in matters pertaining to working conditions, employment, services and labour management relations. To this end, the Union Negotiating Committee and OC representatives agree that, in the event either party wishes to call a meeting under this clause, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than 10 working days after the request has been submitted. Employees shall not suffer any loss of salary for time spent on the Committee.

#### **7.05 Union Meetings**

Subject to operational requirements, the Union may hold meetings on employer premises up to two hours per day to a maximum of three times per year.

### **ARTICLE 8 - APPOINTMENT CATEGORIES**

#### **8.01 Appointment Categories**

Employees shall be appointed to one of the following three appointment categories:

- (1) Regular full-time
- (2) Regular part-time
- (3) Non-regular

#### **8.02 Regular Appointment**

- (1) A regular full-time appointment is an appointment to a full-time position consisting of 10 months of instruction per College year (defined as July 1<sup>st</sup> to June 30<sup>th</sup>). See clause 8.03(1).
- (2) A regular part-time appointment is an appointment to a part-time position consisting of a minimum of 651 instructional hours per College year.
- (3) An employee on a regular appointment shall be required to successfully complete a probationary period of two years.
- (4) An employee who does not hold an Instructor's Diploma, a permanent B.C. Teacher's Certificate appropriate to the instructional assignment, or an equivalent qualification as determined by OC, at the time of initial appointment in the regular appointment category shall be required to obtain the required qualification within the two-year probationary period, unless exempted from this provision by OC. This time period may be extended by OC because of extenuating circumstances.

#### **8.03 Non-Regular Appointment – Full-Time Workload**

- (1) A non-regular appointment with a full-time workload is an appointment to a full-time position consisting of less than 10 consecutive months of instruction per College year. The length of appointment may be extended if mutually agreed by the Joint Committee.
- (2) A non-regular appointment with a full-time workload is also an appointment to a full-time position made vacant as a result of an employee being on leave and, in this case, shall not exceed the term of the leave of the employee being replaced.
- (3) Employee rights and benefits carry over from one non-regular appointment to another provided there is a break of no more than 36 consecutive weeks between successive non-regular appointments.
- (4) An employee on a non-regular appointment with a full-time workload may be required by OC to obtain an Instructor's Diploma, the time limit for acquisition is at the discretion of OC.

#### 8.04 Non-Regular Appointment – Part-Time Workload

- (1) A non-regular appointment with a part-time workload is an appointment to a position with weekly assignable hours of less than 30 hours per week.
- (2) Employee rights and benefits carry over from one non-regular appointment to another provided there is a break of no more than 36 consecutive weeks between successive non-regular appointments.

#### 8.05 Conversion to a Regular Appointment

- (1) A non-regular employee shall be reviewed for conversion to a regular appointment when:
  - (i) an employee has worked at least two consecutive College years at a workload of 50% or greater (651 hours) for each of two consecutive College years, or
  - (ii) an employee has performed a workload of at least 120% (1562 hours) over at least two consecutive College years.
- (2) The report of non-regular employees who have met the criteria in clause 8.05(1) shall be reviewed every two months, and employees shall be converted to a regular appointment provided that:
  - (i) the designated supervisor, in consultation with the program, determines that a minimum ongoing regular part-time workload is available in accordance with the educational and/or budget plan,
  - (ii) the employee's evaluations during the two consecutive College years immediately preceding conversion have all been deemed satisfactory. An employee will be deemed to have received a satisfactory evaluation if one has not been undertaken, and
  - (iii) a duly constituted review committee deems the employee qualified for the work available. The review committee shall be selected by the employees on regular full-time appointments in the appropriate program, or related programs where necessary, in collaboration with the designated supervisor, and shall consist of three employees on regular full-time appointment from the program, including the Department Chair, if appropriate. In a program with fewer than three employees on regular full-time appointment, a review committee shall include members from related programs to constitute a representation of three.

For the purpose of determining eligibility for conversion as outlined in clause 8.05(1) above, replacement work shall be included. However, consideration of ongoing work may include replacement work of a known long duration, but not work resulting from a regular employee's leave with or without pay of 12 months or less.

- (3) Non-regular employees who are eligible for conversion to a regular appointment in accordance with clause 8.05(1) and (2) above shall have the right to accrue any and all ongoing available work for which they are qualified on a seniority basis within their assigned program and centre up to a full-time workload. This right of accrual for ongoing work shall be the basis for determining the actual minimum percentage for the regular appointment. Such right of accrual shall take precedence over any other employee's rights of first refusal. The exercise of this right to accrue any and all ongoing available work for which they are qualified may result in a minimum regular part-time workload being unavailable for a non-regular employee with less seniority who would otherwise qualify for conversion.
- (4) The employee's conversion to a regular appointment will become effective on the first of the month following the date upon which the employee meets the conversion criteria. Salary will begin on the date on which the available ongoing workload begins.
- (5) If an employee on a non-regular appointment is subsequently offered a regular appointment, full-time equivalent service in the non-regular appointment shall count as credit to a maximum of one year toward the probationary period of the regular appointment, provided that at least one satisfactory evaluation has taken place during the non-regular appointment. An employee will be deemed to have received a satisfactory evaluation if one has not been undertaken.

8.06 Parameters of a Regular Part-time Appointment

- (1) (i) Employees on regular part-time appointments shall have a minimum workload of 50% (651 hours) per College year. The actual minimum percentage for individual employees shall be established by the determination of available work in the College year at the time of conversion in accordance with clause 8.05(3).
- (ii) Once an employee is on a regular part-time appointment, lay-off provisions shall be invoked if it is determined that the regular part-time appointment will fall below his/her actual minimum percentage.
- (2) At the time of receiving a regular part-time appointment, employees may elect one of the following options with respect to salary and benefits. Once elected, it may only be changed with the mutual agreement of OC and the employee.
  - (i) An employee on a regular part-time appointment shall receive a pro-rated annual salary based upon the actual minimum percentage of their regular part-time appointment averaged over the College year in accordance with 13.03 (2) (ii). Salaries shall be paid in biweekly instalments every second Friday throughout the College year. An employee electing this option shall be entitled to prorated vacation time at the rate of pay determined by the actual percentage for the employee's regular part-time appointment for each completed month of service based on 43 working days per annum. In addition, the employee shall be eligible for health and welfare benefits in accordance with clause 26.01. OC shall pay a pro-rata portion of the health and welfare benefits based upon the actual percentage for the employee's regular part-time appointment.
  - (ii) An employee on a regular part-time appointment shall receive a salary based upon the actual hours worked. Salaries shall be paid in biweekly instalments every second Friday during the period of the employee's workload assignment. An employee electing this option shall receive pro-rated vacation time based on 43 working days per annum, payable biweekly. In addition, the employee shall be eligible for health and welfare benefits in accordance with clause 26.01. OC shall pay a pro-rata portion of the health and welfare benefits based upon the percentage of the employee's workload assignment while they are in receipt of a salary from OC. Employees may continue their health and welfare benefits during the time they are not receiving a salary from OC provided they reimburse OC for the full cost of the health and welfare benefits.
- (3) When an employee on a regular part-time appointment who elects to be paid in accordance with clause 8.06(2)(i) above leaves the employment of OC prior to the end of a College year, the actual hours worked shall be reconciled to the actual salary received for the portion of the College year worked. Any overpayment or underpayment shall be adjusted on the final paycheck.
- (4) Employees on regular part-time appointments shall have the right to accrue additional work for which they are qualified, on a seniority basis within their assigned program up to a full-time workload. The designated supervisor, in consultation with the program, shall use the review process in clause 8.05(2)(iii) to determine if the regular part-time employee is qualified. Such right of accrual shall take precedence over any other employee's rights of first refusal.
- (5) Employees on regular part-time appointments who accrue additional work in accordance with clause 8.06(4), shall receive a separate non-regular appointment for the additional work and shall receive 16% in lieu of vacation and 4% in lieu of health and welfare benefits.
- (6) At any time OC determines that the additional work will become ongoing, or after the work has been accrued as a separate non-regular appointment for two consecutive College years, the minimum percentage for the employee's regular part-time appointment shall be revised.
- (7) A full-time workload resulting from a regular full-time employee's leave with or without pay shall be offered, on a seniority basis, to qualified regular part-time employees. The designated supervisor, in consultation with the program, may use the review process in clause 8.05(2)(iii) to determine if the regular part-time employee is qualified. An employee who assumes the full-time workload on a replacement basis shall be entitled to return to their regular part-time appointment at the completion of the replacement period.

#### **8.07 Right of First Refusal**

- (1) To be eligible for the right of first refusal for a similar appointment, an employee must have completed at least 48 weeks of service and had a minimum of two appointments of at least 12 weeks duration in the immediately previous three College years. All service must be in a similar appointment. The Department Chair, in collaboration with the designated supervisor, shall determine if the available appointment is sufficiently similar to permit right of first refusal. Right of first refusal shall be retained provided there is a break of no more than 36 consecutive weeks between successive appointments.
- (2) In order to be eligible for right of first refusal at one particular centre, one of the appointments must have been at that centre.
- (3) Right of first refusal shall be earned within each appointment category (Article 8). An employee with right of first refusal for a non-regular appointment with a full-time workload shall also have right of first refusal for a similar part-time appointment. An employee with right of first refusal for a part-time appointment shall also have right of first refusal for a similar non-regular appointment with a full-time workload provided they have had a full-time appointment of at least 12 weeks duration in the past 12 months.
- (4) An employee must have received a satisfactory evaluation during the period described in (1) above. If an evaluation has not been completed, eligibility for right of first refusal shall not be denied.
- (5) Where two or more employees are eligible for right of first refusal, the employee with the most seniority (see Article 19) shall be offered the position.
- (6) The acquisition and maintenance of right of first refusal shall not extend beyond the age of 65.

#### **ARTICLE 9 - APPOINTMENT OF EMPLOYEES**

- 9.01 OC shall appoint employees in accordance with Article 8.
- 9.02 OC shall require each candidate for appointment to sign an appointment form, which shall be an offer of appointment to OC, indicating their acceptance of the conditions of their appointment and their acceptance of the conditions of this Agreement, provided that such appointment form shall not in any way be contrary to, vary, or alter the Articles of this Agreement.
- 9.03 All candidates for appointment shall be sent two copies of the appointment form signed by the President, or designate, indicating the program in which they shall teach. Upon signing and delivering one copy of the appointment form to the Human Resources Office within the time period specified on the form, the candidate shall be deemed to have accepted the appointment. Any candidate who fails to deliver a signed acceptance of offer of appointment within the time period stipulated on the form shall be deemed to have rejected OC's offer, and OC shall be entitled to consider the position vacant.
- 9.04 At the time of initial appointment within a department, employees shall receive general orientation and their instructional assignments before being required to assume their assigned instructional duties.
- 9.05 All candidates for appointments of less than 10 days shall be sent an appointment letter, signed by the OC President or designate, confirming the terms of their appointment.

#### **ARTICLE 10 - POSTING OF POSITIONS**

- 10.01 Except in emergency situations, whereupon there will be consultation with the appropriate Department Chair, all positions of two consecutive months or more (see Appendix A) shall be posted for 14 calendar days prior to the closing date for the position. Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, salary rate. An emergency situation is defined as a situation in which the time available to secure the services of an instructor is not sufficient to permit adherence to the time limits specified in this contract.

## **ARTICLE 11 - SELECTION OF EMPLOYEES**

- 11.01 OC shall determine, in consultation with the employees in the appropriate program, the need for new employees who will be covered by this Agreement.
- 11.02 OC shall establish, in consultation with the employees in the appropriate program, appropriate qualifications for positions covered by this Agreement.
- 11.03 For full-time or part-time positions over six months duration, selection committees shall be established and shall normally consist of: two employees on regular appointment from the appropriate program, including the Department Chair if appropriate, one employee on regular appointment from within the bargaining unit; one employee from within OC, who may be the Centre Director if appropriate; one student from the program involved; and the designated supervisor, (or designate). At the discretion of the designated supervisor, a non-voting representative from the community may be included for a program associated with an outside professional organization. The committee shall review all applications, prepare a short-list which shall normally contain the names of three candidates, interview the short-listed candidates, and recommend to the OC President the candidates for appointment in order of preference.
- 11.04 When a new instructor is required for a program in which there are no existing employees, the two employee representatives on a selection committee shall be selected from related programs by the designated supervisor.
- 11.05 For full-time and part-time positions under six months duration, the Dean, in consultation with the appropriate Department Chair, will recommend a candidate for appointment to the position.
- 11.06 The chair of a selection committee shall normally be the designated supervisor (or designate). The designated supervisor (or designate) may relinquish the chair of the selection committee by appointing the Department Chair to chair the committee. If the designated supervisor (or designate) is absent, the Department Chair shall chair the committee. In selections without Department Chairs, the designated supervisor (or designate) shall appoint a selection committee chair.
- 11.07 Employee representatives on selection committees shall be selected by the employees on regular appointments in the appropriate program in collaboration with the designated supervisor.
- 11.08 Upon request, the Union shall have the right to have a Union Observer present for the interviews. The Union shall be responsible for replacement costs and expenses associated with providing the union observer.
- 11.09 Selection committees shall base their recommendations on the criteria determined under clause 11.02, together with expansions to those criteria provided by the designated supervisor and deemed appropriate by the selection committee. In the final stages of the selection procedure, if there are two or more candidates whom the selection committee finds equally qualified for the position, and if one of these candidates is an internal applicant, the selection committee shall recommend that first preference be given to the internal candidate.
- 11.10 The failure of a member or members of a selection committee to attend meetings of selection committees, shall not invalidate the recommendations of the committee.

- 11.11 A current employee who applies for a posted position and is unsuccessful shall, upon request, be notified of the reasons why they were unsuccessful. This request must be made in writing to the Manager, Human Resources within five days of the employee being notified of the decision of the selection committee.
- 11.12 Secondment
- (1) Secondment is a full-time leave from a position covered by this collective agreement to a position within OC not covered by this Agreement.
  - (2) An employee on regular appointment having held a position covered by this Agreement and having subsequently been seconded by OC shall continue to accrue seniority and shall return to their position within this bargaining unit immediately upon the expiration of their secondment.
  - (3) Notwithstanding the provisions of this Article, employees on secondment waive access to the benefits, terms and conditions of this collective agreement while on secondment.

## **ARTICLE 12 - CLASSIFICATION AND RECLASSIFICATION**

### **12.01 New Classification (REFERENCE COMMON AGREEMENT ARTICLE 3.3)**

When a new classification covered by this Agreement is introduced, the rate of pay, job content, responsibilities and jurisdiction of such classifications shall be subject to negotiations between OC and the Union in accordance with the other provisions of this Agreement. If the parties are unable to agree, the matter may be referred to arbitration under Article 52 of this Agreement. The new rate of pay shall be retroactive to the date the new position was first occupied.

## **ARTICLE 13 - DUTIES, RESPONSIBILITIES AND WORKLOADS**

### **13.01 Assignable Duties**

The duties and responsibilities of an employee may include all or any of the following: instructional (teaching assignments); course and program preparation; student contact, student advising; evaluation of student work; other functions related to instruction; professional development; student registration and pre-registration duties, school visitations; participation on OC committees; attendance at articulation meetings; representing OC at other functions; administrative duties; and other duties as specified in this Article.

### **13.02 Workload**

- (1) The total assigned duty time (clause 13.03) for full-time employees shall not exceed 30 hours per week, except by mutual agreement between the designated supervisor (or designate) and the employee.
- (2) The working week shall be five consecutive days from Monday to Friday, except that this arrangement may be changed by mutual agreement between OC and the employee.
- (3) For posted positions that make reference to work assignments on weekends, acceptance of the position will signify mutual agreement of the specified work week.
- (4) (i) Arrangements shall be made for one meal period and two 15-minute rest periods, during each working day. Meal periods shall be scheduled through mutual agreement between OC and the employee and may be either 30 or 60 minutes in length.  
  
(ii) The provisions of section 13.02 (1) and 13.02 (4) (i) of this clause shall normally be completed within a maximum period of seven-and-one-half consecutive hours per day. This may be extended to a maximum of 12 consecutive hours per day for a maximum of two days per week.

- (5) When an instructor from one centre is assigned duties at another centre, each two hours of travel time between centres shall equal one assigned duty hour.
- (6) (i) When an instructional assignment for a regular full-time instructor exceeds the maximum average of the instructional hours specified in 13.03 (2) (i), these hours shall be banked at the rate of time and one-half as non-instructional days. These days shall be taken during the same College year as they are worked and at a time mutually agreed to between the instructor, the Department Chair, and the designated supervisor. With the mutual written agreement of the instructor and the designated supervisor, the instructor may be paid for the additional hours worked.
- (ii) When an instructional assignment for a non-regular instructor with a full-time workload exceeds the maximum average of the instructional hours specified in 13.03 (2) (i), these hours shall be paid at time and one-half the hourly rate for the additional hours worked.
- (7) An employee whose assignable duties are in excess of 30 hours per week shall be paid at time and one-half their hourly rate for the additional hours worked.
- (8) Additional hours worked may not be counted under both clause 13.02 (6) and 13.02 (7).

### 13.03 Assignable Duty Time

- (1) The assigned duty time is made up of instructional assignments and other assigned duties as outlined in 13.01.
- (2) (i) The maximum instructional hours per week for full-time employees shall not exceed 27.5 hours unless arrangements satisfactory to the instructor, the Department Chair and the designated supervisor are made to exceed the maximum.
- (ii) The instructional hours per week shall be averaged over the College year exclusive of annual vacation and non-instructional duty days.
- (iii) An instructional hour is defined as one hour of scheduled instruction in a classroom, seminar, laboratory, clinical, tutorial, or shop situation.
- (iv) In addition to the instructional hours in 13.03 (2) (iii), instructors shall undertake the associated course preparation, student contact, marking and other functions and responsibilities required to deliver the course.
- (3) Other assignable duty hours as outlined in 13.01 shall be assigned by the Dean in consultation with the instructor.

### 13.04 Curriculum Development/Professional Development

- (1) (i) Regular employees shall be provided with 21 days per **calendar** year for curriculum development, professional development and non-instructional duties (CD/PD time).
- (ii) The number of days shall be prorated for regular part-time employees in proportion to the employee's workload level.
- (iii) The employee shall prepare a schedule for the use of both curriculum development/professional development time and for vacation time in consultation with the Department Chair for approval by the designated supervisor. This schedule must be approved prior to any significant CD/PD and/or vacation time being taken, but not later than March 31<sup>st</sup>.

- (iv) To facilitate the scheduling of CD/PD time for regular employees, OC shall establish a "Replacement Bank" to cover the cost of replacement instructors. A total of 380 days will be allocated to the bank each fiscal year by OC. Days remaining in the bank at the end of one fiscal year shall be carried forward to the next year to a maximum of 30 days.
  - (v) Regular employees may schedule a maximum of 4 days CD/PD time for "PD activities" for which the replacement may be charged to the Replacement Bank described in 13.04 (1) (iv).
- (2) Employees on non-regular appointments shall receive pro-rated curriculum development time based on a maximum entitlement of 10 working days in any one calendar year.

#### **ARTICLE 14 - EVALUATION REPORTS**

- 14.01 Where a formal evaluation of an employee's performance as an instructor or Department Chair is carried out, the employee concerned shall be given the opportunity to read and review the evaluation. Provision shall be made on the evaluation form for an employee to sign it. The form shall provide for the employee's signature in two places: one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. The employee shall sign in only one of the places provided. An employee shall, upon request, receive a copy of this evaluation report. An employee evaluation shall not be changed after an employee has signed it.

#### **ARTICLE 15 - SALARY SCALE AND PROCEDURE**

15.01 Equal Pay

OC shall not discriminate between male and female employees by employing a person of one sex for any work at a rate of salary that is less than the rate of salary which a person of the other sex is employed.

15.02 Pay Days

Salaries shall be payable every second Friday throughout the calendar year. OC agrees to have salaries deposited to each employee's bank, credit union or trust company account in the OC region.

15.03 Salary Scales (REFERENCE COMMON AGREEMENT ARTICLE 12)

Employees shall be paid in accordance with the rates of pay negotiated by the parties to this Agreement. For information purposes, the applicable rates of pay are recorded as Appendix "B" to this Agreement.

15.04 Temporary Reclassification

An employee assigned to substitute in, or perform the duties of, a higher paying classification shall receive the appropriate higher salary rate.

15.05 Reclassification Downgrading

An employee shall not have their salary rate reduced by reason of a change in the classification of their position that is caused other than by the employees themselves.



## **ARTICLE 16 - APPLICATION OF THE SALARY SCALE**

### **16.01 Placement**

- (1) At time of initial appointment, an employee may be placed on the salary scale to a maximum initial placement of:

effective April 1, 2004	Step 6
effective April 1, 2006	Step 7
- (2) In exceptional circumstances, and at the discretion of the Vice-President, Academic or designate, this maximum may be waived.
- (3) Initial placement on the salary scale will be determined using the following criteria:

#### **QUALIFICATIONS:**

	<u>April 1/04</u>	<u>April 1/06</u>
Diploma in Technology or equivalent	Step 10	Step 11
Bachelor's Degree, Trades Qualification, or equivalent	Step 9	Step 10
Master's Degree	Step 8	Step 9
Doctoral Degree	Step 7	Step 8

#### **EXPERIENCE:**

- (i) One step for each year of full-time equivalent related teaching experience at the post-secondary level at more than one institution, provided the experience is concurrent and equates to full-time at OC, as determined by the designated supervisor.
- (ii) One step for each complete two-year block of full-time related teaching in the public school system.
- (iii) One step for each of the first two years and one step for each complete two-year block thereafter of full-time work experience in an area directly related to the employee's duty assignment.
- (iv) For the purpose of 16.01(3)(ii) and 16.01(3)(iii) above, part-time work may be considered as full-time equivalent experience at the discretion of the Dean.

### **16.02 Receipt of Salary Increment**

- (1)
  - (i) An employee on a regular full-time appointment shall receive an annual incremental increase in the pay period in which their anniversary date falls until the maximum salary is reached. The anniversary date of employment shall be defined as the starting date of continuous service with OC or a date which reflects accumulated full-time equivalent service, in accordance with clause 19.01 (1).
  - (ii) An employee on a regular part-time appointment shall receive a salary increment when they have completed the equivalent of 44 weeks full-time service with OC and shall receive additional salary increments for each successive equivalent of 44 weeks full-time service until the maximum salary is reached.
- (2) An employee on a non-regular appointment shall receive a salary increment when they have completed the equivalent of 44 weeks full-time service with OC and shall receive additional salary increments for each successive equivalent of 44 weeks full-time service until the maximum salary is reached, subject to clauses 8.03 and 8.04. Where an employee has 16 weeks of continuous service, the service shall be accumulated provided interruptions of service do not exceed 36 consecutive weeks.

- (3) Should an employee on a non-regular appointment be successful in obtaining a regular appointment, their anniversary date of employment shall be adjusted to reflect their cumulative service with OC, subject to clauses 8.03 and 8.04.

#### **ARTICLE 17 - DISTANCE EDUCATION COURSES**

17.01 When OC intends to offer a Distance Education course,

- (1) the appropriate Department Chair shall be notified, and
- (2) the employees in the appropriate instructional areas shall have "right of first refusal" for the distance education tutor work for which they are qualified.

17.02 Distance Education offerings, delivery or otherwise, shall not be regarded as an assignable duty under the provisions of Article 13.

17.03 Part-time distance education tutors and full-time employees who assume a distance education tutoring assignment shall be paid in accordance with the following:

- (1) For each distance education course assigned to the tutor for a 12-month period, a retainer of:

April 1, 2003	\$301.00
April 1, 2006	\$305.52

This amount shall be prorated for a shorter period, subject to a minimum retainer of:

April 1, 2003	\$150.00
April 1, 2006	\$152.25

- (2) For each assigned student who is registered in a course section 18 calendar days after the official commencement date of the course section:

April 1, 2003	\$ 66.00
April 1, 2006	\$ 66.99

- (3) For each assigned student who \* receives a grade, or who \* is assigned a "W":

April 1, 2003	\$ 52.00
April 1, 2006	\$ 52.78

- (4) For each contact hour for seminars or workshops that are required by OC:

April 1, 2003	\$ 47.00
April 1, 2006	\$ 47.71

#### **ARTICLE 18 - DEPARTMENT CHAIRS**

18.01 Under the general direction of the designated supervisor, the Chair of an instructional department shall:

- (1) Provide academic leadership by supporting departmental colleagues with regard to maintaining standards of instructional excellence, curriculum development, working effectively with students, and professional development.
- (2) Represent and act on behalf of the department in faculty and OC matters.

- (3) Assist the designated supervisor with the development and implementation of departmental, faculty and OC policies and procedures, ensuring that department members are consulted with respect to, and involved in the making of, departmental decisions and recommendations.
- (4) Establish departmental strategic and operational plans, in consultation with instructional staff, as well as, in consultation with the designated supervisor, assist in the development of faculty strategic and operational plans.
- (5) Establish and maintain a system for recommending to the designated supervisor an equitable assignment of instructional and non-instructional (course advising, curriculum development, committee membership, etc.) workload.
- (6) Facilitate effective communication amongst departmental members and between the department and the designated supervisor.
- (7) Assist and complement the work of other OC employees, departments, divisions, and faculties by developing and maintaining effective administrative systems with respect to budget development, the ordering of books and other program supplies, library collection development, maintenance of department records such as syllabi, reading lists, class materials, etc., and the setting of examinations and grading.

In addition, where specifically authorized by the Dean, the Chair of an instructional department shall:

- (8) Administer the departmental non-salary operating budget.
- (9) Establish and chair selection committees to hire instructional staff.
- (10) When mutually agreed between the designated supervisor and the Chair, evaluate the performance of instructional staff with regard to teaching.

#### 18.02 Selection Procedure

A Department Chair shall be appointed according to the following procedure:

- (1) All department members holding regular full-time positions shall be eligible for the position of Department Chair.
- (2) The position of Department Chair shall be posted internally only.
- (3) The recommendation to the OC President of a department member for the position of Department Chair shall be determined by a secret ballot at a departmental meeting. The designated supervisor shall act as chair for the election. Employees on regular appointment, or non-regular employees with a full-time workload who have accumulated 12 months service in accordance with 8.03 and 8.04 and whose current appointment is for a period of four consecutive months or more shall be eligible to vote. In the event of a tie, the designated supervisor and the department shall make every effort to break the tie. If a tie remains, it shall be broken by the toss of a coin.

#### 18.03 Term of Appointment

- (1) The term of a Department Chair shall normally begin on July 1st and shall normally have a length of three years. With the exception of 18.03 (2), resignations shall not normally occur during the instructional period unless mutually agreed between the designated supervisor and the Chair.
- (2) A Department Chair who anticipates being absent or who is absent for a continuous period of four months or more shall yield the Chair. In such event, election of a new Department Chair, in accordance with clause 18.02 (3), shall normally take place within one month.

## **ARTICLE 19 - SENIORITY**

- 19.01 (1) Seniority for employees on regular appointments shall be defined as the length of accumulated full-time equivalent service with OC, subject to clauses 8.03 and 8.04 if the employee had previous service in a non-regular appointment category.
- (2) Seniority for employees on non-regular appointments shall be defined as the length of accumulated full-time equivalent service with OC, subject to clauses 8.03 and 8.04.
- 19.02 An employee shall not lose seniority rights if they are absent from work because of sickness, accident or leave of absence approved by OC.
- 19.03 An employee shall lose seniority rights in the event they are discharged for cause, they resign and are not reinstated within 30 days, or clause 8.03, 8.04 or 48.03 (2) takes effect.
- 19.04 OC shall provide the Union with an employee seniority list annually in July.

## **ARTICLE 20 - PAID HOLIDAYS**

### **20.01 Paid Holidays**

The following have been designated as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

Any other holiday proclaimed as a holiday by the federal, provincial or municipal government for the locality in which an employee is working shall also be a paid holiday.

### **20.02 Holidays Falling on Saturday or Sunday**

For an employee whose work week is from Monday to Friday and when any of the above-noted holidays fall on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday) shall be deemed to be the holiday for the purpose of this Agreement.

### **20.03 Holiday Falling on a Day of Rest**

When a paid holiday falls on an employee's day of rest, OC shall make every reasonable effort to give the employee a lieu day off, with pay, on the first regularly scheduled workday following the day of rest so affected. Where this is not possible, the lieu day shall be taken at a mutually agreeable time. When a paid holiday is moved to another day under the provision of this clause:

- (1) Work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest;
- (2) Work performed by an employee on the day to which the holiday was moved shall be considered as work performed on a holiday.

### **20.04 Holiday Coinciding with a Day of Vacation**

Where 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 and shall be rescheduled in accordance with Article 21.

- 20.05 Employees on non-regular appointments who have earned wages in 15 of the 30 calendar days prior to a statutory holiday, and are still employed by OC, or are re-employed by OC within 10 working days (exclusive of statutory holidays) of the holiday, shall be paid for such holiday. In the case of employees who work varied hours, the pay for the holiday is calculated as the average of their hours exclusive of overtime for the days they have earned wages in the 30 calendar day period immediately preceding the week in which the statutory holidays occurs.

## **ARTICLE 21 - ANNUAL VACATION**

### **21.01 Annual Vacation Entitlement**

- (1) The vacation year shall coincide with the calendar year.
- (2) An instructor on a regular appointment shall be entitled to an annual paid vacation of 43 working days. Where less than a full year of service is involved, vacation shall be prorated on the basis of 3.5 days with pay for each completed month of service. For the purpose of this clause, unpaid leave shall not be counted as service.
- (3) The number of vacation days shall be prorated for regular part-time employees in proportion to the employee's workload level [see clause 8.06(2)].
- (4) An employee on a non-regular appointment shall receive 14% of their gross salary, payable bi-weekly, in lieu of vacation time. Employees appointed for 10 consecutive months or more may request at the start of their appointment to earn vacation entitlement in accordance with clause 21.01 (2). Any entitlement not taken during the appointment period shall be paid out in cash at the end of the appointment period.

### **21.02 Prime Time Vacation Period**

Subject to the instructional needs of the vocational programs, vacation time shall be scheduled at the convenience of the instructors concerned. OC shall make every reasonable arrangement to assure that instructors are able to schedule vacations during the period from May 1st to September 30th. An instructor shall be entitled to take 50% of their annual vacation entitlement during the two-month period of July and August. Employees who are required by OC to be recalled during their vacation period shall receive equivalent vacation day(s) off at a later date.

### **21.03 Vacation Carry-Over**

Upon notification in writing to the designated supervisor, an employee may carry-over a maximum of five days' vacation leave to the next year. However, if an employee wishes to carry-over up to an additional five days' vacation time, they shall seek the formal written approval of the designated supervisor. An employee shall not receive cash in lieu of vacation time, except upon termination, or as prescribed under clause 21.01 (4).

### **21.04 Preference in Vacation**

- (1) Vacation shall be granted on the basis of seniority within a program.
- (2) Vacation schedules will be circulated and posted by April 1st of each year.
- (3) An employee who does not exercise their seniority right within two weeks of receiving the vacation schedule shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

### **21.05 Scheduled Vacations**

Vacation schedules, once approved by OC, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and OC.

## **ARTICLE 22 - ILLNESS, INJURY AND LONG-TERM DISABILITY**

### **22.01 Sick Leave Defined**

- (1) Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick, disabled, quarantined, or because of an accident for which compensation is not payable under the Workers' Compensation Act, or for circumstances as provided for under clause 22.03.
- (2) An employee may be required to produce a certificate from a duly qualified practitioner, certifying that the sick employee is unable to carry out their duties due to illness. OC may require the employee to have their physician complete OC's Illness and Injury Report, and to forward the completed report to the OC Physician.

### **22.02 Sick Leave Entitlement**

- (1) An employee on a regular full-time appointment on staff as at March 31, 1979 shall earn sick leave credits at the rate of one-and-one-half (1.5) days for each month of service in which pay is received for at least 15 days each calendar month, and shall accumulate sick leave credits to a maximum of 250 working days.
- (2) An employee on a regular full-time appointment who was appointed on April 1, 1979, or thereafter, shall earn sick leave credits at the rate of one-and-one-half (1.5) days for each month of service in which pay is received for at least 15 days each calendar month, and shall accumulate sick leave credits to a maximum of 180 working days. The number of days shall be prorated for regular part-time employees in proportion to the employee's workload level.
- (3) (i) An employee on a non-regular appointment with a full-time workload shall earn sick leave credits at the rate of one-and-one-half (1.5) days for each month of service in which pay is received for at least 15 days each calendar month, and shall accumulate sick leave credits to a maximum of 90 working days, subject to the conditions of clause 8.03.  
  
(ii) An employee who has accumulated sick leave credits in accordance with 22.02(3)(i) must be on a non-regular appointment with a full-time workload of at least three consecutive weeks in order to be eligible to use previously accumulated sick leave.
- (4) (i) An employee on a non-regular appointment with a part-time workload of three consecutive months or more and a minimum average of six instructional hours per week shall earn sick leave credits on a pro-rata basis to a maximum accumulation of 90 working days of sick leave credits, subject to the conditions of clause 8.04.  
  
(ii) An employee on a non-regular appointment with a part-time workload who has accumulated sick leave credits must meet the requirements in 22.02(4)(i) in order to be eligible to use previously accumulated sick leave.
- (5) An employee shall be entitled to claim sick leave at their regular rate of pay for a maximum period equivalent to their accumulated sick leave credit for absence from work because of illness or injury.

### **22.03 Family Illness (REFERENCE COMMON AGREEMENT ARTICLES 7.7 AND 7.8)**

- (1) In the case of illness of a member of the immediate family, (as defined in clause 29.02), residing on an ongoing basis in the employee's household or with whom the employee permanently resides, when no one at home other than the employee can provide for the needs of the person, an employee on regular appointment, or a non-regular employee who has accrued sick leave credits under clause 22.02(3) or (4), shall be entitled, after notifying their supervisor, to use annual sick leave entitlement up to a maximum of three days at any one time for this purpose, provided a minimum of 12 days is available each year for personal sick leave only (see clause 22.07).
- (2) Employees may be required to produce a certificate from a duly qualified practitioner certifying that an immediate family member is ill and requires attention.

#### 22.04 Employee to Inform OC

The employee shall make every reasonable effort to inform OC as soon as possible of their inability to report to work because of illness or injury.

#### 22.05 Sick Leave Records

A record of all unused sick leave shall be kept by OC. Immediately after the close of each calendar year, each employee shall receive a record from OC of their accumulated sick leave credit. Notwithstanding the foregoing, on receipt of written application, an employee shall be advised of the amount of sick leave accrued to their credit.

#### 22.06 Voluntary Sharing of Sick Leave

If an employee suffers a prolonged illness and uses up all their sick leave credits, other employees may each voluntarily donate up to a maximum of 10 days sick leave from their accumulated sick leave credits for the use of another employee provided a minimum of 12 days is retained each year for personal sick leave only. The total of all such donations shall not exceed 90 days or the number of days required to cover the ill employee until he qualifies for coverage under the long-term disability plan, whichever is the lesser of the two. Such donation of sick leave credits shall be given in writing to OC prior to the expiration of the ill employee's sick leave credits.

#### 22.07 Deduction of Sick Leave

- (1) All absences on account of illness or injury on a working day (exclusive of designated paid holidays) shall be charged against an employee's sick leave credits.
- (2) There shall be no charge against an employee's sick leave credit when their absence on account of an illness or an injury is less than one-half day.
- (3) Where the period of absence on account of illness is at least one-half day but less than a full day, one-half day only shall be charged as sick leave.

#### 22.08 Ineligible for Sick Leave

An employee can neither earn nor take sick leave with pay for any period during which they are on leave of absence without pay, under suspension, on strike or locked out.

#### 22.09 Advance of Sick Leave

Any employee unable to return to their duties at the termination of the period for which sick leave is granted shall be permitted to "borrow" up to 18 days' sick leave from their future sick leave credits.

#### 22.10 Medical and Dental Appointments

Deductions shall be made from sick leave entitlement for medical and dental appointments in accordance with clause 22.07.

#### 22.11 Travel Time for Medical and Dental Care

Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their sick leave credits the necessary return travelling time to receive personal or immediate family medical and dental care at the nearest medical centre. OC may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence.

#### 22.12 Long-Term Disability

- (1) An employee on long-term disability shall be considered an employee for purposes of the College Pension Plan only and shall continue to be covered by medical, extended health, dental and group life and AD&D insurance for the first 24 months from the date on which the employee received compensation under the long-term disability plan. Participation in these plans may be continued past the 24 months provided OC is reimbursed for 100% of the applicable premiums.
- (2) An employee who qualifies for long-term disability benefits shall retain their accumulated seniority and shall only accumulate seniority for the first 24 months while on long-term disability for the purposes of lay-off/recall, and shall have access to the grievance procedure in the collective agreement during this period. Except as otherwise expressly provided, employees on long-term disability shall not be covered by any other portion of the collective agreement.
- (3) An employee who has recovered from a total disability during or immediately upon the expiration of the first 24 months from the date on which the employee received compensation under the long-term disability plan shall be entitled to be reinstated by OC provided the employee is able to perform the duties in a satisfactory and efficient manner and their position has not been declared redundant under Article 48 (Reduction and Recall).
- (4) If an employee is unable to return to work upon the expiration of the first 24 months, as stated in clause 22.12 (3), their employment with OC shall be deemed to be terminated, except as expressly provided in clause 22.12 (1), unless an extension is agreed to by OC.

#### 22.13 Workers' Compensation Board

Where employee(s) are on a claim recognized by the Workers' Compensation Board, employee(s) shall be entitled to leave, at 75% (subject to upward adjustment in accordance with WCB rates) of their regular rate of pay, for a maximum of 24 months for any one claim resulting from any one injury or recurrence of that injury. The compensation payable by the Workers' Compensation Board shall be remitted to OC. The following conditions shall apply:

- (1) OC shall pay health and welfare benefits as defined under Article 26 during the first 24 months leave on each Workers' Compensation Board claim.
- (2) Employees on WCB claims will retain full pensionable service based on their appointment and the cost shall be shared between OC and the employee in accordance with Superannuation legislation.
- (3) If after 24 months under clause 22.13 the employee(s) still remains on leave, the employee(s) shall be considered on a direct WCB claim.

- 22.14 Employees may, at their option, choose a direct claim arrangement with WCB and be considered on a leave without pay from OC. In this case, health and welfare benefits and pension coverage will not be maintained by OC.

### **ARTICLE 23 - EMPLOYEE ASSISTANCE PROGRAM**

- 23.01 OC and the Union will jointly participate in the administration of a mutually acceptable Employee Assistance Program for employees on regular appointments. OC shall provide an administrative fee up to the equivalent of 0.2% of the bargaining unit salary base in each fiscal year to fund the cost of the program.
- 23.02 An Employee Assistance Program Joint Committee shall be established and consist of one representative from each participating employee group and one representative from OC.
- 23.03 The Employee Assistance Program Joint Committee will evaluate and report on the performance of the program prior to March 31st each year.



**ARTICLE 24 – RETIREMENT (REFERENCE COMMON AGREEMENT ARTICLE 11)**

**24.01 Retirement Leave or Pay-out**

Upon retirement, an employee on a regular appointment shall be granted a leave, or at the employee's option, a cash payout, equal to 50% of accumulated sick leave.

**24.02 Retirement Allowance**

An employee on a regular appointment shall receive a retirement allowance at the rate of five working days for every year of completed full-time equivalent service with OC, pro-rated. The initial and final years of service on regular appointment shall be pro-rated.

**ARTICLE 25 - PARENTAL LEAVE (REFERENCE COMMON AGREEMENT ARTICLE 8)**

25.01 Parental leave of absence without pay shall be granted on application to the designated supervisor. The duration and other terms of the leave shall be subject to the following provisions:

(1) A maternity leave of absence without pay shall be granted at any time chosen by the employee during the 11-week period immediately preceding the anticipated date of birth for a period of up to six months, or to the expiry date of a part-time or temporary appointment, whichever is shorter.

(2) Parental leave of absence without pay shall be granted for up to six months, or to the expiry date of a part-time or temporary appointment whichever is shorter, in a period commencing:

(i) with the week in which a newborn child(ren) arrives in the employee's home; or

(ii) with the week a child(ren) is placed in the employee's home for the purpose of adoption or permanent guardianship;

and ending 52 weeks after the week referred to in (i) and (ii) above.

(3) Application may be made for an additional period of up to, but not exceeding six months, or to the expiry date of a part-time or temporary appointment, whichever is shorter.

(4) An employee who applies for and is granted leave under this clause may elect to take all or part of their accrued vacation entitlement at full salary during their leave of absence.

(5) An employee will continue to accrue vacation entitlement for the first six months of any leave granted under this Article provided the employee returns to work for a period of not less than six months. Vacation earned pursuant to this clause may be carried over to the following year.

(6) An employee who applies for and is granted leave under clause 25.01 (1) will not be eligible for leave under clause 25.01 (2).

25.02 Where both parents are OC employees and if both parents apply for leave, the second leave request shall be limited to a maximum of 12 weeks.

25.03 The employee shall give as much notice as possible, but in any event no less than two months notice, to allow satisfactory arrangements to be made for any classes involved. This notice may be waived by OC because of extenuating circumstances.

25.04 OC shall pay health and welfare benefits as defined in Article 26 for the first six months of any leave granted under this Article. An employee shall reimburse OC for health and welfare benefits paid on their behalf during the remainder of the leave. If an employee fails to return to work on the pre-arranged date, monies paid by OC under this clause shall be recovered.

25.05 On completion of the leave, the employee shall resume their position without disadvantage in seniority, salary, or increase in salary and/or fringe benefits.

**ARTICLE 26 - HEALTH AND WELFARE PLANS (REFERENCE COMMON AGREEMENT ARTICLE 9)**

**26.01 Details of Coverage**

**(1) Group Insurance Plan**

(i) Life Insurance - three times annual salary (Principal Sum) with a floor of \$20,000.

(ii) Accidental Death and Dismemberment -

Life (in addition to any Life Insurance).....	The Principal Sum
Both Hands .....	The Principal Sum
Both Feet.....	The Principal Sum
Entire Sight of Both Eyes .....	The Principal Sum
One Hand and One Foot .....	The Principal Sum
One Hand and Entire Sight of One Eye .....	The Principal Sum
One Foot and Entire Sight of One Eye .....	The Principal Sum
Speech and Hearing .....	The Principal Sum
One Arm .....	Three-Quarters of The Principal Sum
One Hand .....	Three-Quarters of The Principal Sum
One Foot .....	Two-Thirds of The Principal Sum
Entire Sight of One Eye .....	Two-Thirds of The Principal Sum
Speech or Hearing.....	One Half of The Principal Sum
Thumb and Index Finger of Either Hand .....	One-Third of The Principal Sum

(2) Long Term Disability - payable after 90 days of disability at a level of 70% of monthly salary to a maximum of \$4,000.

**(3) Dental Care Plan**

(i) Plan "A" and "B", Basic Services

- diagnostic, preventive, surgical services, etc.
- 100% reimbursement from the plan.

(ii) Plan "C" Prosthetic Appliances and crown and bridge procedures

- 50% co-insurance.

(iii) Plan "D" Orthodontics

- available to employee and dependents only after patient has been covered continuously for 12 months; maximum lifetime benefits of \$2,500 per patient with 50% co-insurance.

(iv) OC to purchase a rider for the dental benefit in order to ensure that reimbursement is at the specialist fee guide rates, where applicable.

**(4) Medical Care Plan**

(i) Standard Medical

(ii) Medical Supplement

(5) The above is provided solely for the purpose of explaining the principal features of the plans. All rights with respect to the benefits of the plans will be governed by the policies issued by the carriers.

(6) OC agrees to pay 100% of the premiums for the health and welfare plans for employees on regular full-time appointments and eligible employees on non-regular appointments (see Clause 26.02). OC shall pay a pro-rata portion of the health and welfare benefits for regular part-time employees based upon the percentage of the employee's regular part-time appointment [see Clause 8.06(2)].

(7) OC agrees that the benefits under this clause shall not be less than those provided by the plans in effect under clause 20.01 of the 1978-79 collective agreement.

(8) Optical Coverage

\$150 maximum coverage for each insured individual during a 24 month period.

26.02 Coverage for Non-Regular Appointments

Employees on non-regular appointments shall receive all health and welfare benefits detailed in clause 26.01, providing they meet the following conditions:

- (1) appointments must be for a period of six consecutive months or more; or
- (2) employees must have worked six consecutive months or more.
- (3) An employee who has accumulated 12 months of service in accordance with 8.03 and 8.04 and whose current appointment is for a period of five consecutive months or more shall be entitled to health and welfare benefits and to contribute to the pension plan.

Eligibility for health and welfare plans is governed by the policies issued by the carriers.

26.03 Continuation of Benefit Coverage

When an employee goes off work ill without sick leave, is on leave of absence without salary, or a grievance is invoked on their discharge, OC shall continue to pay health and welfare benefits as detailed under clause 26.01 or this Agreement provided:

- (1) the employee reimburses OC for such contributions made on their behalf and is at no time in arrears;
- (2) periods of less than one month shall not be charged to the employee;
- (3) the period of such coverage shall exceed 12 months only by mutual agreement of the two parties.

26.04 Medical Examinations

Any physical or medical examinations required by OC shall be promptly complied with by all employees, provided, however, that OC shall pay all costs for such physical or medical examinations, and for any time lost as a result thereof, during the employee's working hours. When an employee is examined by a physician, at OC expense, and it is found that the employee is not fit to carry on their employment, the original examining physician shall first consult with the employee's personal physician, and/or a physician nominated by the Union. If after such consultation it is determined that the employee is capable of carrying on their present employment, they shall be reinstated without loss of pay.

**ARTICLE 27 – SUPERANNUATION (REFERENCE COMMON AGREEMENT ARTICLE 10)**

27.01 OC's Superannuation Plan is governed by the College Pension Act.

**ARTICLE 28 - PAYMENT TO DEPENDENT UPON DEATH OF A REGULAR EMPLOYEE**

28.01 In the event of the death of a regular employee who was hired prior to April 1, 2004, the employee's dependent or dependents shall receive:

- (1) payment of the employee's full month's salary irrespective of the day of the month on which the death occurred;
- (2) payment of all accrued vacation leave;

(3) death in service benefits as follows:

- one month's salary for each completed and continuous year of service to a maximum of six months.

(4) any group life insurance payment, widow's, widower's pension, etc., to which the deceased employee's dependents shall be entitled.

#### **ARTICLE 29 - BEREAVEMENT LEAVE (REFERENCE COMMON AGREEMENT ARTICLE 7.6)**

29.01 In the case of bereavement in the immediate family, an employee, who is not on leave of absence without pay, shall be entitled to special leave, at their regular rate of pay, to a maximum of five working days.

29.02 Immediate family is defined as an employee's parent, spouse, child, common-law child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, ward, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

29.03 In the case of bereavement of a friend or relative other than those specified in 29.02, up to one day's leave with pay shall be granted to attend the funeral.

29.04 If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

#### **ARTICLE 30 - POLITICAL ACTIVITY (REFERENCE COMMON AGREEMENT ARTICLE 7.10)**

30.01 OC agrees not to apply restrictions on employees who wish to engage in political activities on their own time as campaign workers. If an employee is nominated as a candidate for election at the federal or provincial level, they shall take a leave of absence without pay to engage in the election campaign. If elected to full-time office, the employee shall be granted leave of absence without pay and without loss of seniority for a period of one year. Such leave shall be renewed each year during their term of office to a maximum of five years. At least three months' notice of intention to renew or not renew shall normally be given to OC.

30.02 Any employee eligible to vote in a federal, provincial or municipal election or a referendum shall have four consecutive clear hours during the hours in which the polls are open in which to cast their ballot.

#### **ARTICLE 31 - FIRE FIGHTING PAY**

31.01 If an employee is called upon to fight a forest fire, OC agrees to retain the employee on the OC payroll, without loss of seniority, and agrees to reimburse the employee for the difference in the amount of fire fighting pay received, and their regular salary. If an employee is on vacation leave with pay at the time of the summons to fight a forest fire, the number of days spent in fire fighting shall be credited to their vacation leave.

#### **ARTICLE 32 - LEAVE FOR COURT APPEARANCES (REFERENCE COMMON AGREEMENT ARTICLE 7.9)**

32.01 OC shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.

32.02 In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay, or at the discretion of the employee, charged against vacation leave.

32.03 Time spent at court by an employee in their official capacity shall be at their regular rate of pay.

32.04 Court actions arising from employment which require attendance at court, shall be with pay, except where the court action arises from suspension or dismissal of the employee involved.

- 32.05 In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.

### **ARTICLE 33 - GENERAL LEAVES**

#### **33.01 Special Leave**

An employee not on leave of absence without pay shall be entitled to special leave at their regular rate of pay for leave under circumstances listed below:

- (1) birth or adoption of the employee's child;
- (2) serious household or domestic emergency;
- (3) attendance at the employee's own citizenship hearing;
- (4) court appearance of the employee's child;
- (5) wedding of the employee's child.

Total leave of absence for any or all of the above shall not exceed three days in any one calendar year. Employees shall give two weeks' notice of 33.01(3) and (5) and shall make reasonable efforts to inform supervisors of 33.01(1), (2) and (4) above.

#### **33.02 Leave Without Pay**

- (1) OC may grant a full-time or partial leave of absence without pay and without loss of seniority to any employee requesting such leave. Such request to be in writing and approved by OC. This leave of absence provision shall not apply during the probationary period of an employee except in case of emergency at the discretion of the President.
- (2) This period of the leave of absence shall not count towards the accumulation of service for the purposes of salary increments or severance pay. (REFERENCE COMMON AGREEMENT ARTICLE 7.3)

#### **33.03 Other Leave**

In the event that an employee requests a leave of absence for reasons not listed elsewhere in the collective agreement, then leave of absence with pay may be granted at the discretion of the OC President.

### **ARTICLE 34 - PROFESSIONAL DEVELOPMENT/EXTENDED STUDY LEAVE**

- 34.01 OC and the Union recognize the value of professional development to the employee and the institution.
- 34.02 Professional development is defined as the pursuance of study and the updating of skills and/or knowledge relative to the employee's responsibilities.
- 34.03 Employees on regular appointments shall be eligible to apply for professional development leave and financial assistance. Employees on non-regular appointments of at least sixteen weeks' duration and with the equivalent of one year full-time service with OC shall be eligible to apply for professional development leave and financial assistance.
- 34.04 Professional development leave may be granted by OC to a maximum of 85 working days in any one College year for employees on regular appointments and a maximum of 10 working days in any one College year for employees on non-regular appointments.
- (1) Applications for leave shall be submitted to the designated supervisor for recommendation to the Professional Development Committee normally at least one month in advance of the leave time.

- (2) Employees on non-regular appointments who are granted professional development leave and/or financial assistance shall normally take such leave or assistance during their appointment period. Upon prior approval by the Professional Development Committee, employees may be granted financial assistance for professional development activities which occur during a period when they are not on appointment and no longer employees, provided a work assignment is available in the educational plan for the next College year.

34.05 Professional development leave shall be subject to the following:

- (1) Subject to clause 34.04 (2) the leave may be taken only at a time mutually agreeable to OC and the employee.
- (2) Contributions for employee benefits shall be continued during the leave period by OC and the employee and the leave period shall count in full for increment purposes.
- (3) Approved leave shall be at full salary unless mutually agreed otherwise by the employee and the Professional Development Committee.

34.06 (1) There shall be a professional development fund to support professional development activities. The fund shall be drawn from the following sources each fiscal year:

- (i) 0.4 percent (0.4%) of the salaries of the employees covered by this Article which shall be provided by OC;
- (ii) twenty-five dollars for each employee covered by this Article which shall be provided by each employee as a condition of employment;
- (iii) the savings in salaries and benefits of any employees granted leave at a reduced salary as a consequence of any arrangement made under the provisions of clause 34.05 (3).

(2) Funds not expended in any one fiscal year shall be carried forward to the next fiscal year.

34.07 (1) Professional Development Committees, consisting of the Dean and two faculty representatives, shall be appointed for each of the following three faculties:

- (i) Health and Social Development Faculty;
- (ii) Adult and Continuing Education Faculty;
- (iii) Trades and Technology Faculty

(2) Subject to the provisions of this Article, the Committees shall establish, publish and work within common guidelines for the review of applications for professional development leave and financial assistance and for the allocation of such monies. Faculty committees may establish, publish, and work within their own guidelines upon the agreement of all the Professional Development Committees.

(3) The Professional Development Committees shall review applications and make recommendations to the OC President or designate for the granting or denial of professional development leave, together with a recommendation for financial assistance should the Committee recommend that the leave be granted. The OC President or designate shall approve or deny professional development leave and financial arrangements, taking into account the recommendations of the Committee.

## **ARTICLE 35 - EMPLOYEE EXCHANGE LEAVE (REFERENCE COMMON AGREEMENT ARTICLE 7.11)**

35.01 An employee on a regular appointment who has successfully completed their probationary period may negotiate on their own to exchange positions with an instructor of comparable qualifications and experience for a period of up to one year. This exchange leave will be subject to the following conditions:

- (1) The instructor applying for exchange leave and OC shall follow the following time schedule:
  - (i) at least one year prior to the intended exchange leave, the instructor wishing to take an exchange leave shall notify the OC President and designated supervisor, in writing, of their intention to negotiate an exchange leave;
  - (ii) at least six months prior to the exchange leave, the instructor shall notify the President and designated supervisor of their arrangements and submit the qualifications of the incoming instructor for approval;
  - (iii) the designated supervisor and the appropriate department shall review the qualifications and determine if the exchange candidate is acceptable. The instructor applying shall be notified within one month, in writing, of the acceptance or rejection of their exchange leave. If the exchange leave is rejected, the instructor will be advised of the reasons for rejection.
- (2) The employee covered by this Agreement shall have their full salary and benefits paid by OC during the exchange period.
- (3) The exchange time shall count in full for increment, seniority, and pension purposes.
- (4) No more than one instructor or 25% of the members of an instructional area, whichever is greater, may be on exchange or extended study leave at any one time. An application for an extended study leave shall take priority over an exchange leave application.
- (5) As a condition of granting the exchange leave, the incoming instructor must agree to take out an associate membership in the Union, and they must sign a statement to the effect that they will abide by the conditions and procedures laid down by this Agreement.
- (6) OC shall extend to the incoming instructor all non-monetary benefits of this Agreement.
- (7) Whatever would normally constitute grounds for dismissal or suspension under this Agreement shall be considered grounds for the termination of the exchange agreement.

## **ARTICLE 36 - INSTRUCTOR'S DIPLOMA PROGRAM**

- 36.01 All employees, except those employees exempted from this provision by OC, will be required to obtain an Instructor's Diploma within a maximum of two years from date of appointment in the regular appointment category. This period may be extended by OC because of extenuating circumstances.
- 36.02 Employees on non-regular appointments with a full-time workload may be required by OC to obtain the Instructor's Diploma; the time limit for acquisition is at the discretion of OC.
- 36.03 Employees may apply to the Professional Development Committee for reimbursement of 75% of their tuition fees upon successful completion of the Instructor's Diploma.

## **ARTICLE 37 - UPGRADING OF QUALIFICATIONS**

- 37.01 OC agrees to pay the full cost of any courses of instruction, required by OC, to better qualify an employee to perform their job. Full cost shall include travel expenses, accommodation and subsistence, and the employee shall suffer no loss of salary.

## **ARTICLE 38 - LEAVE FOR WRITING EXAMINATIONS**

- 38.01 Leave of absence with pay shall be granted to allow employees time to write examinations for courses approved by OC.

## **ARTICLE 39 – COPYRIGHTS (REFERENCE COMMON AGREEMENT ARTICLE 5)**

- 39.01 OC and the Union agree that original articles, technical papers, information reports, instructional notes prepared by the employee within the course of their duties for OC shall be retained by OC. OC further agrees that the employee may be granted permission to quote selected portions of such material in a larger work or to publish the material in related journals. Such permission shall not be unreasonably withheld.
- 39.02 OC agrees that any employee may prepare articles, technical papers, instructional notes on their own time and copyright for such material shall be vested in the employee. Confidential information shall not be disclosed without written permission of the OC President.

## **ARTICLE 40 - TRANSFER EXPENSES**

### **40.01 Clarification**

- (1) This Article applies only to employees on regular appointments.
- (2) The provisions contained in this Article may be exercised by an employee who is transferred by OC only during the period between the time that notice of transfer was first given to the employee and 24 months after the specified date on which the transfer took effect. In exceptional circumstances, the President of OC may, upon application by the employee, grant an extension to the limit.

### **40.02 "Transferring" Defined**

An employee will be considered as transferring when OC reassigns the employee to a different OC centre from the one to which the employee is currently assigned. If the transfer is at the request of the employee, no transfer allowance will be paid by OC.

### **40.03 Removal Expenses**

An employee shall be reimbursed for their travelling expenses and removal of their personal effects when they are transferred. The employee shall in addition be reimbursed for expenses incurred in transferring their family and furniture.

### **40.04 Hotel Expenses**

Where travelling expenses on transfer apply and normal accommodation is not immediately available, reasonable hotel and meal expenses for the employee and the employee's family shall be allowed up to a maximum of seven days after arrival at the new location.

### **40.05 Living Allowance on Transfer**

- (1) When an employee is transferred and it is shown that accommodation at the new location is not available within seven days, a living allowance shall be provided as follows:
  - (i) For a single person, an allowance up to but not exceeding \$20 per day for a period not exceeding one month.
  - (ii) For a married person, or a single person with dependents, an allowance at a rate up to but not exceeding \$700 per month for a period not exceeding two months.



- (2) The allowances mentioned above are not payable during the same days that full hotel expenses are payable under section 40.04 and are only payable for such periods as the employee is able to prove their inability to re-establish themselves.

40.06 Cost of Insurance

OC shall pay for the insurance costs resulting from the moving of furniture and other personal effects. The insurance costs shall not include homeowner insurance or other insurance costs incurred by the employee when the moving has been completed.

40.07 Cost of Connections and Alterations

OC shall pay for costs of disconnecting and hook-up of electrical, plumbing and gas connections. Charges for telephone and television hook-ups and antenna will be paid by OC. Costs for alteration to drapes and carpets shall also be paid by OC.

40.08 Legal Fees

OC shall pay actual real estate fees incurred in the sale of the employee's residence to a maximum of \$7,000, legal fees charged in the purchase of a new residence to a maximum of \$800 and any costs involved in terminating a lease on premises rented by the employee to a maximum of \$700.

**ARTICLE 41 - SUBSISTENCE ALLOWANCE**

- 41.01 (1) Employees who are authorized by the OC President, or designate, to attend a meeting or to travel on OC business shall receive reimbursement for actual meal expenses up to a maximum of **\$44.00** (with receipts) or **\$25.00** (without receipts) per full day effective **date of ratification**, for meals plus actual lodging and transportation expenses. If less than a full day, the maximum shall be the rate per meal, or combination thereof, based on the following rates:

	<u>With Receipts</u>	<u>Without Receipts</u>
Breakfast	10.50	5.50
Lunch	12.25	6.75
Dinner	21.25	12.75

- (2) In addition to the meal allowances permitted pursuant to 41.01 (1), employees shall be entitled to claim a maximum of **\$33.00** per night for actual costs when private dwelling accommodation is used in lieu of commercial accommodation. Under such circumstances, no expenses are chargeable for travel or incidental costs incurred that would not have been incurred had the designated hotel been utilized. Employees shall be reimbursed for one five minute telephone call home for each night away.
- (3) From the signing of this Agreement, the preceding subsistence rates will be adjusted to reflect any higher rates awarded to any of OC's other certified bargaining units or the Administrators' Association.
- (4) Upon prior approval from the designated supervisor, employees shall be reimbursed for the actual additional child care or dependant spousal expenses incurred by the employee in the conduct of the employer's business outside regularly assigned duties as outlined in Article 13.

**ARTICLE 42 - TRAVEL ALLOWANCE AND EMPLOYEE PARKING**

- 42.01 (1) Employees authorized to use their personal motor vehicle for OC business shall be paid a travel allowance of:

Effective Date of Ratification	\$0.45 per kilometre
--------------------------------	----------------------

It shall not be a condition of employment for an employee to supply a motor vehicle. An employee may refuse to use their personal motor vehicle for OC business.

(2) From the signing of this Agreement, the preceding travel rates will be adjusted to reflect any higher rates awarded to any of OC's other certified bargaining units or the Administrators' Association.

42.02 During working hours, OC shall provide, free of charge, designated parking areas that will accommodate one motor vehicle for each employee covered by this Agreement. Employees shall be supplied with parking stickers.

42.03 An employee who is required to travel in excess of four days per month per insurance year between OC centres, campuses, or locations on OC business shall, subject to the prior approval of the OC President or designate, be reimbursed upon presentation of appropriate receipts and documents 100% of the annual incremental cost of the Insurance Corporation of British Columbia Class 07 (Business) premium that is over and above that for Class 02 (Pleasure, Drive to Work or School). Such reimbursement shall be limited to one vehicle per employee and it is the employee's responsibility to purchase Class 07 vehicle insurance when necessary. If OC so reimburses an employee, the employee shall normally use their personal motor vehicle for travel on OC business requiring a motor vehicle.

### **ARTICLE 43 - SAFETY AND HEALTH**

#### **43.01 Legislation**

OC and the Union agree that the Workers' Compensation Act and its attendant regulations, or any other statute of the Province of British Columbia pertaining to the working environment shall be fully complied with.

#### **43.02 Health and Safety Committee**

A Health and Safety Committee shall be established and shall operate in accordance with Workers' Compensation Board Industrial Health and Safety Regulations.

#### **43.03 Investigation of Accidents**

The Health and Safety Committees, as provided in clause 43.02 shall be notified of each accident or injury and shall determine that accident investigations have been carried out, when appropriate.

#### **43.04 Pay Provisions**

An employee who serves on a Health and Safety Committee shall receive their regular rate of pay for attending meetings of the committee held during working hours or for investigating safety matters at any time.

#### **43.05 First Aid Supplies**

OC shall provide all necessary first aid supplies, in accordance with Workers' Compensation Board standards.

#### **43.06 Sanitary Conditions**

OC agrees to maintain adequate, clean, sanitary washrooms, having hot and cold running water, and with toilet facilities, at all its establishments.

#### **43.07 Unsafe Work Conditions**

No employee shall be disciplined for refusal to work on a job which is deemed unsafe by:

- (1) a member of the Safety Committee established under clause 43.02;
- (2) a Workers' Compensation Board Safety Officer.

#### 43.08 Use of OC Vehicles and Equipment

It is to the mutual advantage of both OC and the employee that employees shall not operate OC vehicles which are not in a safe operating condition. It shall be the duty of the employee to report, in writing, to their designated supervisor not later than the end of their shift all safety and/or mechanical defects on the equipment that they had operated during that shift. It shall be the obligation of OC to direct the repair, as necessary, to conform with the safe and efficient operation of that equipment. In the event that repairs cannot immediately be effected, the equipment shall be correctly identified and kept out of service until repaired. It shall not be considered a violation of their employment when an employee refuses to operate such identified equipment.

#### 43.09 Injury Pay Provision

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury, shall receive payment for the remainder of their shift without deduction from sick leave.

#### 43.10 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident, shall be at the expense of OC.

#### 43.11 Pollution Control

OC and its employees shall endeavour to limit all forms of environmental pollution.

#### 43.12 First Aid

Workers' Compensation Board first aid requirements shall be fully complied with. Those employees who are required by OC to hold a valid first aid attendant's certificate shall be granted additional compensation as follows:

Occupational First Aid Certificate	\$45.00 bi-weekly
------------------------------------	-------------------

This stipend will be adjusted to reflect any higher rate awarded to any of OC's other certified bargaining units or Administrators' Association.

### **ARTICLE 44 - CLOTHING**

#### 44.01 Clothing Supply

If a particular type of work clothing, or special apparel, is required by the nature of the employee's job, such clothing or apparel shall be provided by OC. Employees shall be consulted and allowed a reasonable choice of style.

#### 44.02 Cleaning

OC shall be responsible for laundering, dry cleaning, maintenance and replacement of all clothing and/or apparel supplied by OC.

#### 44.03 Safety Footwear

Regular employees and non-regular employees with more than 1560 hours of accumulated service who are required by the Workers' Compensation Regulations (as determined by the Health and Safety Co-ordinator) to wear safety footwear shall be eligible to be reimbursed for the actual cost of safety footwear to a maximum of \$100.00 per annum. Eligible employees shall have the option of purchasing safety footwear for more than \$100.00 and shall be reimbursed on the basis of \$100.00 per calendar year to the maximum cost of the safety footwear.

#### **ARTICLE 45 - CONTRACTING OUT (REFERENCE COMMON AGREEMENT ARTICLE 6.5)**

- 45.01 OC agrees not to contract out any work presently performed by employees covered by this Agreement which would result in the lay-off of such employees.

#### **ARTICLE 46 - RESIGNATION**

- 46.01 (1) An employee on regular appointment may resign by giving at least two months' notice in writing to the OC President, unless an earlier date is mutually acceptable.
- (2) For employees on non-regular appointments, the resignation will take effect at the end of their appointment period, unless an earlier date is mutually acceptable.

#### **ARTICLE 47 - DISCIPLINE, SUSPENSION, AND DISMISSAL**

##### **47.01 Investigation of Conduct**

The parties agree that in certain situations, it may be in the best interest of both OC and employees that employees be reassigned to another job or removed from OC locations during an investigation of conduct. Reassignment or removal will be at the discretion of OC. If an employee is removed prior to imposing disciplinary action, the leave of absence will be without loss of pay.

##### **47.02 Burden of Proof**

In all cases of discipline, the burden of proof of just cause shall rest with OC.

##### **47.03 Abandonment of Position**

An employee who fails to report for duty for 10 consecutive working days without informing OC of the reason for their absence shall be presumed to have abandoned their position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not informing OC.

##### **47.04 Censures**

Whenever OC or its agent deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to or may follow if such employee fails to bring their work up to a required standard by a given date, OC shall, within 10 working days after the censure, given written particulars of such censure to the employee and the Union. After a period of 24 months and upon a request in writing by the censured employee, written censures, adverse reports, and letters of reprimand shall be removed from personnel records and destroyed, provided there have been no further infractions.

##### **47.05 Dismissal/Suspension Procedure**

- (1) An employee may be dismissed for just cause. Notice of dismissal setting forth the reasons for the dismissal shall be given in writing to such employee and a copy of the notice shall be forwarded coincidentally to the President of the Union, or designate.
- (2) In the case of suspension of an employee, the Union and the employee shall be advised promptly in writing by OC stating the reasons for such suspension.
- (3) An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 52.

47.06 Right to Steward Representation

- (1) An employee shall have the right to have his/her Steward present at any discussion with supervisory personnel which the employee reasonably believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact his/her Steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

"In advance" means sufficient time taking into consideration operational needs and geographical considerations.

- (2) A Steward shall have the right to consult with a staff representative of the Union and to have a local Union representative present at any discussion with supervisory personnel which the Steward reasonably believes might be the basis of disciplinary action against the Steward, providing this does not result in an undue delay of the appropriate action being taken.

47.07 Right to Grieve Disciplinary Action (REFERENCE COMMON AGREEMENT ARTICLE 3.3)

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or performance evaluations. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure as detailed under Article 52 and the eventual resolution thereof shall become part of their personnel record. OC agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware of at the time of filing.

47.08 Correspondence

Both parties agree that, in the case of correspondence relevant to Article 47 "Discipline, Suspension, and Dismissal," copies of such correspondence between OC, an employee(s) and the Union shall be released coincidentally to the President of the Union and/or designate.

**ARTICLE 48 - REDUCTION AND RECALL (REFERENCE COMMON AGREEMENT ARTICLES 6.2, 6.3, 6.4, 6.5)**

48.01 Reduction

- (1) After OC has identified the specific areas of reduction and has given written notice to the Union, a Joint Committee consisting of two representatives named by OC and two representatives named by the BCGEU Vocational Instructors, shall meet within five working days of notice being given to make specific recommendations to the OC President within 10 working days of meeting regarding the reduction on the basis of the following priorities. If the Joint Committee fails to make its recommendations within the time limits specified, OC may proceed to implement its reduction plans.
  - (i) transferring employees from the specific program to another program in which the employee is qualified to teach or assigning employees to perform other duties within the same centre, where feasible;
  - (ii) transferring employees from one OC centre to a different OC centre, where feasible;
  - (iii) terminating employees on non-regular appointments with a part-time workload in the specific program;
  - (iv) terminating employees on non-regular appointments with a full-time workload in the specific program;
  - (v) terminating employees on regular appointments in the specific program on a seniority basis;

(vi) in the event of a tie in any classification, termination shall be on the basis of seniority in total continuous service to the institution in the specific program.

(2) OC shall give notice of reduction to employees on regular appointments on the basis of one month's notice for each year of service to a maximum of three months' notice for three years or more of service. For the purpose of notice of reduction, all regular part-time employees are considered to be employed by OC on a continuous basis.

(3) The records of persons whose employment was terminated owing to necessary reductions and all references supplied to others with respect to the employee involved shall clearly point out the nature of termination and every effort shall be made to avoid any stigma of dismissal being attached thereto.

#### 48.02 Correspondence

Copies of all correspondence relevant to Article 48 between OC and the employee(s) shall be released coincidentally to the President of the Union, or designate.

#### 48.03 Recall

(1) If it is found that employees on regular appointment are required in a specific program and in a specific appointment category, OC shall offer to those continuing appointment employees terminated within the previous two years in reverse order of reduction, work for which they are qualified. Such rights of recall shall take precedence over the selection of employees as outlined in clause 8.07.

(2) An employee whose employment is terminated for reason of a reduction of staff and who has served OC for two years or more shall, if re-employed by OC within a two-year period, retain all rights in relation to seniority and salary.

#### 48.04 Severance Pay

(1) An employee on a regular appointment whose employment is terminated by OC for reasons other than cause shall receive severance pay at the rate of five working days for every year of completed full-time equivalent service with OC, pro-rated. The initial and final years of service on regular appointment will be pro-rated.

(2) An employee on regular appointment whose employment is terminated for reasons of a reduction of staff and who has served OC for at least five full-time equivalent years shall receive four months' salary as a re-establishment gratuity.

(3) If a former employee is re-employed on a regular appointment by OC following termination, the employee shall refund to OC that portion of severance pay which exceeds one month's salary for each month of layoff.

### **ARTICLE 49 - TECHNOLOGICAL CHANGE**

49.01 OC shall provide the Union with 90 days notice of intention to introduce technological change which might result in displacement or reduction of personnel.

49.02 Employees in positions becoming redundant owing to technological change shall be eligible for retraining to qualify for new positions within OC. Such retraining shall be provided by OC without loss of pay to the affected employee.

49.03 The manner and method of placing an employee undergoing retraining made necessary by technological change and the job to which the employee may return should they be unsuccessful in retraining shall be discussed by the parties to this Agreement or their delegates before retraining begins.

49.04 Any employee who is displaced from their job by technological change shall be given the opportunity to fill other positions according to seniority and qualifications.

- 49.05 Any employee who is displaced from their job by technological change shall receive severance pay equal to salary for six months from the date of severance, or for the remainder of the contract year, whichever is greater.

#### **ARTICLE 50 - INDEMNITY - CIVIL AND CRIMINAL ACTIONS**

50.01 OC agrees:

- (1) that it will not seek indemnity against an employee whose actions result in the liability of OC to a third person, and
- (2) that it will pay any judgement against an employee which arises from the conduct of the employee within the scope of the employee's employment and all reasonable legal costs incurred by the employee in defending the legal proceedings brought against the employee which result in that judgement, unless a joint Union-OC committee by a majority thereof finds that the conduct of the employee which was the basis of the liability or judgement was grossly negligent, intentionally or flagrantly.

#### **ARTICLE 51 - HARASSMENT** (REFERENCE COMMON AGREEMENT ARTICLE 2)

51.01 OC and the Union recognize the right of all employees to work in an environment free from harassment. OC, in cooperation with the Union, will promote a work environment that is free from harassment where all employees are treated with respect and dignity.

51.02 Sexual Harassment

- (1) Sexual harassment is one form of discrimination and is defined as any unwanted sexual attention, sexual solicitation, or other sexually oriented remarks or behaviour made by a person or a group who knows or ought reasonably to know that such attention or solicitation is unwanted.
  - (i) When submission to sexual activity becomes either explicitly or implicitly a term or condition of employment or in return for being hired or receiving promotions or other employment benefits.
  - (ii) When submission to or rejection of such conduct is used as a basis for employment or educational decisions.
  - (iii) When such conduct has the purpose or effect of interfering with an individual's employment, ability to study or academic performance.
  - (iv) When such conduct creates an intimidating, hostile or offensive working environment for employees and/or students.
- (2) Sexual harassment may occur between people, both individually and in groups, of the same or different status within the College community, and both women and men may be the subject of harassment by members of either sex. Thus, sexual harassment may occur in a variety of ways; for example, harassment of a student by a student, or of an employee by an employee, or of a student by an employee, or of an employee by a student. Behaviour not directed toward soliciting sexual activity may also be considered sexual harassment. Such behaviours include but are not limited to:
  - (i) inappropriate sexually suggestive language, innuendos, jokes, body language, leering, unwanted touching;
  - (ii) persistent unwanted questions or comments of a sexual nature;
  - (iii) inappropriate display of sexual pictures or materials;
  - (iv) physical threat, physical assault, and physical intimidation, including unwanted touching.

- (3) While sexual harassment may occur around the study of topics of a sexual nature within curriculum, the curriculum itself is not considered sexual harassment.
- (4) Employees allegedly being harassed may register their complaint in writing, in accordance with the OC Principles and Procedures for the Reporting, Investigation and Resolution of Sexual Harassment Complaints.
- (5) Should the employee who filed the complaint not be satisfied with the results of OC's investigation, the employee may file a grievance at Step 2 of the grievance procedure under Article 52.
- (6) Employees involved in the handling of a complaint shall hold in the strictest confidence all information of which they become aware; however, it is recognized that various officials of the Union and OC will be made aware of all or part of the proceedings on a "need to know" basis.

#### 51.03 Personal Harassment

- (1) Personal harassment is defined as offensive comments and/or actions that, by a reasonable standard, create an abusive or intimidating work environment over a period of time. Comments or actions that serve a legitimate, work-related purpose shall not be deemed to constitute personal harassment under this Article.
- (2) Examples of personal harassment include, but are not limited to:
  - (i) Physical threat, intimidation, or assault or unwelcome physical contact such as touching, patting, pinching, and punching;
  - (ii) Implied or expressed threat of reprisal, or denial of opportunity for refusal to comply with a request which serves no legitimate work-related purpose;
  - (iii) Display or distribution of pictures, posters, calendars, objects, literature or other materials that are racist or, that are, by a reasonable standard, considered derogatory to a particular person or group of persons. The legitimate study, display, use or distribution of such materials that are within appropriate academic norms is not considered personal harassment.
- (3) Employees may process complaints about personal harassment through the grievance procedure according to Article 52 subject to the following changes:
  - (i) Where a person who is the subject of a grievance under this Article is the OC representative at any step of the grievance procedure, then the Union may bypass that step of the procedure;
  - (ii) Union representatives in the course of investigating a complaint of personal harassment and OC representatives in the course of investigating a grievance of personal harassment shall have due regard for the privacy and confidentiality of any and all persons involved in the complaint or grievance;
  - (iii) An arbitrator in the determination of a grievance of personal harassment may take reasonable steps to protect the privacy and confidentiality of all parties, subject to the requirement of fairness to all parties.
  - (iv) If, as a result of a grievance, it is determined necessary to separate the work locations of the grievor and the person who is the subject of a grievance, it is agreed that the grievor will not be moved against his/her wishes;
  - (v) All formal grievances under this Article shall be initiated within twelve months of the event. In the case of a series of events, a grievance shall be filed no later than twelve months after the last event in the series on which the complaint is based. The limitation period may be extended if the delay was incurred in good faith or if the delay does not result in substantial prejudice to any of the involved individuals.



- 51.04 Nothing in the OC Sexual Harassment procedures or this Article is intended to preclude any employee from following any alternative complaint procedure under the collective agreement or the B.C. Human Rights Code or from initiating any other proceedings in law.

**ARTICLE 52 - GRIEVANCE PROCEDURE (REFERENCE COMMON AGREEMENT ARTICLES 3.2.5, 3.2.6)**

**52.01 Grievance Definition**

- (1) OC and the Union recognize that grievances may arise concerning:
  - (i) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement, or
  - (ii) the dismissal, discipline, or suspension of an employee bound by this Agreement.
- (2) The procedure for resolving a grievance shall be the grievance procedure in this Article; however, the parties agree that the employees and supervisors shall attempt to resolve any differences through discussion prior to the initiating of the grievance procedure.
- (3) Both parties agree that, in the case of correspondence relevant to Article 52 - Grievance Procedure, copies of such correspondence between OC, and employee(s), and the Union shall be released coincidentally to the President of the Union and/or designate.

**52.02 Step 1**

In the first step of the grievance procedure, every effort shall be made to settle the dispute in discussion with the appropriate Dean, Director or Manager and the senior manager in Human Resources/Labour Relations (or designate). The aggrieved employee shall have the right to have a Steward present in such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance to Step 2 of the grievance procedure, subject to the time limits in clause 52.03 (1).

**52.03 Step 2**

- (1) An employee who wishes to present a grievance at Step 2 of the grievance procedure must do so not later than 30 working days after the date:
  - (i) on which the employee was notified orally or in writing of the action or circumstances giving rise to the grievance;
  - (ii) on which the employee first became aware of the action or circumstances giving rise to the grievance.
- (2) An employee may present a grievance at this level, through the Steward, by:
  - (i) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
  - (ii) stating the Article(s) of the Agreement infringed upon or alleged to have been violated and the remedy or correction requested; and
  - (iii) the Steward presenting the grievance to the senior manager in Human Resources/Labour Relations (or designate).
- (3) Within 14 working days of receiving the grievance at Step 2, the senior manager in Human Resources/Labour Relations (or designate) and the Union Area Staff Representative shall meet to examine the facts, the nature of the grievance, and attempt to resolve the dispute. This meeting may be waived by mutual agreement.

(4) The senior manager in Human Resources/Labour Relations (or designate) shall reply in writing to an employee's grievance within 20 working days of receiving the grievance at Step 2.

52.04 Failing satisfactory settlement at Step 2, and pursuant to Article 52, the President of the Union, or designate, may, within 20 working days, inform OC of their intention to submit the dispute to arbitration.

52.05 Failure to Act

If the President of the Union, or designate, does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to be abandoned. However, the Union shall not be deemed to have prejudiced its position on any future grievances.

52.06 Amendment of Time Limits

The time limits in this grievance procedure may be altered by written mutual agreement between the parties. Where a grievance or a reply is presented by mail, the effective date shall be the day of receipt.

52.07 Dismissal or Suspension Grievance (REFERENCE COMMON AGREEMENT ARTICLE 3.2.6)

In the case of a grievance arising from an employee's dismissal or suspension, pursuant to clause 47.05, the grievance may commence at Step 2 of the grievance procedure under clause 52.03 within 10 working days of the date on which the suspension occurred or the employee received notice of dismissal or notice of suspension.

52.08 Policy Grievance

Where either party to this Agreement disputes the general application or interpretation of the Agreement, or where a group of employees or the Union has a grievance regarding the Agreement, the first step of the grievance procedure may be by-passed.

52.09 Review of Personnel File

Upon written authority from an employee, OC shall permit the President of the Union or their designate to review that employee's personnel file in the office in which the file is normally kept in order to facilitate the proper investigation of a grievance.

52.10 Disputes

Where a matter arises from an item not covered by this Agreement, the matter shall be discussed by the Joint Committee. The purpose of this discussion shall be to resolve the dispute.

52.11 Deviation from Grievance Procedure

(1) OC agrees that after a grievance has been initiated by the Union, OC's representatives will not enter into discussions or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee without the consent of the Union.

(2) In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that pursuant to this Article, the grievance shall be considered to have been abandoned.

52.12 Technical Objections to Grievances

It is the intent of both parties to this Agreement to ensure just and equitable treatment of a grievance by dealing with the substance of the grievance and not with any technical error in procedure or presentation. To this end an Arbitration Board shall have the power to allow all necessary adjustments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

#### 52.13 Effective Date of Settlement

Settlements reached at any step of the grievance procedure may be applied retroactively to the date of the occurrence of the situation which gave rise to the grievance or the settlement may be applied in a different manner which is consistent with the intent of clause 52.12.

#### 52.14 OC Initiated Grievances

It is recognized that grievances may be initiated by OC. Settlement of OC initiated grievances shall follow a parallel procedure to that detailed in clauses 52.02 to 52.13 of the grievance procedure. Stewards and Union representatives agree that every effort will be made to settle grievances of this kind at the immediate and local level.

#### 52.15 Grievance Arbitration

Where a difference arising between the parties relating to the interpretation, application, or administration of the Agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 52, notify the other party within 30 days of the receipt of the reply at Step 2 of its desire to submit the difference or allegations to an arbitration board.

##### (1) Composition of the Board of Arbitration

When a party has requested that a grievance be submitted to arbitration, it shall indicate to the other party to the Agreement within seven days:

- (i) its intention to submit the matter in dispute to a single arbitrator to be agreed upon by both parties. Should either party not agree to submit the dispute to a single arbitrator, both parties shall then have seven days to name their appointee pursuant to clause 52.15 (1) (ii).
- (ii) the name of its appointee to a Board of Arbitration. Within seven days thereafter the other party shall indicate the name of its appointee to the Board of Arbitration. The two appointees shall then meet to select an impartial Chairperson.

##### (2) Failure to Appoint

If the recipient of the notice fails to appoint an arbitrator, or the two appointees fail to agree upon a chairperson within seven days of their appointment, the appointment shall be made by the Minister of Labour for the Province of British Columbia.

##### (3) Board Procedure

The Board may determine its own procedure in accordance with the relevant labour legislation and shall give full opportunity to all parties to present evidence and make representation. It shall hear and determine the difference or allegation and shall make every effort to render a decision within 30 days of its first meeting.

##### (4) Decision of Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The written decision of the Arbitration Board shall be final, binding, and enforceable on the parties pursuant to the relevant labour legislation. The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Board shall not have the power to change this Agreement.

(5) Clarification of Board Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Arbitration Board to reconvene the Board to clarify the decision, which it shall make every effort to do within seven days.

(6) Expenses of Arbitration Board

Each party shall pay:

- (i) the fees and expenses of the arbitrator it appoints;
- (ii) one-half of the fees and expenses of the Chairperson.

(7) Amending the Time Limits

The time limits fixed in the arbitration procedure may be altered by mutual consent of the parties but the same must be in writing.

**ARTICLE 53 - GENERAL PROVISIONS**

53.01 Hot Products

- (1) No employee covered by this Agreement shall be required to handle any product declared by the Canadian Labour Congress, or the B.C. Federation of Labour, to be a "Hot Product." A written list of such "Hot Products" shall be supplied by the Union before this clause comes into effect.
- (2) No employee covered by this Agreement shall be required to do any work that would usually be done by another employee of OC who is engaged in strike action.

**ARTICLE 54 - TERM OF AGREEMENT**

54.01 Duration (REFERENCE COMMON AGREEMENT ARTICLE 14)

This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and in effect for three years from and after the first day of April 2004.

54.02 Notice to Bargain

- (1) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after December 1, 2006, but in any event, no later than midnight December 31, 2006.
- (2) Where no notice is given by either party prior to December 31, 2006, both parties shall be deemed to have been given notice under this clause by December 31, 2006, and thereupon clause 54.03 of this Agreement applies.
- (3) All notices on behalf of the Union shall be given by the President of the B.C. Government and Service Employees' Union and similar notices on behalf of OC shall be given by OC or its agent.

54.03 Commencement of Bargaining

Where a party to this Agreement has given notice under clause 54.02 of this Article the parties shall, within 10 days after the notice was given, commence collective bargaining.

54.04 Changes in Agreement

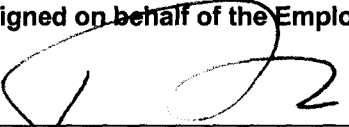
Any changes deemed necessary under this Agreement may be made by mutual agreement at any time during the life of this Agreement. Such agreed changes shall be incorporated into this Agreement as an addendum.

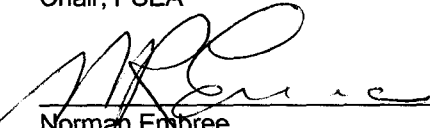
54.05 Agreement to Continue in Force

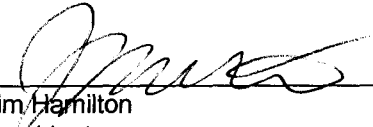
Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

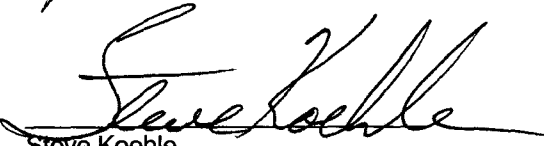
IN WITNESS WHEREOF the Board of Okanagan College has caused the name and seal of Okanagan College Board hereto in the presence of the Chairman and the President of the College Board and the Union has caused these presents to be executed under the hands of its proper officers duly authorized in that behalf this 15 day of September 2006.

Signed on behalf of the Employer:

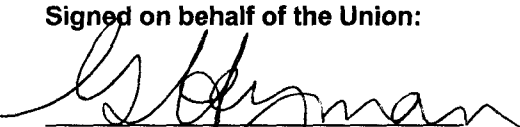
  
\_\_\_\_\_  
Dr. Nick Rubidge  
Chair, PSEA


  
\_\_\_\_\_  
Norman Embree  
Chair, Board of Governors

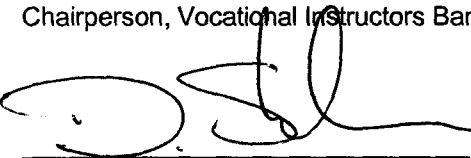
  
\_\_\_\_\_  
Jim Hamilton  
President

  
\_\_\_\_\_  
Steve Koehle  
Chairperson, Okanagan College Negotiating  
Committee

Signed on behalf of the Union:

  
\_\_\_\_\_  
George Heyman  
President

  
\_\_\_\_\_  
Randy Dewar  
Chairperson, Vocational Instructors Bargaining Unit

  
\_\_\_\_\_  
David Streb  
Staff Representative

Dated: September 15, 2006

## **APPENDIX A - TRAINING PROGRAMS**

The programs referred to throughout this Agreement are designated as follows:

Adult Basic Education  
Adult Special Education  
Applied Business Technology  
Certified Dental Assistant  
Early Childhood Education  
English as a Second Language  
Home Support/Resident Care Attendant  
Human Service Worker  
Legal Administrative Assistant  
Medical Secretary Program  
Medical/Dental Receptionist  
Occupational First Aid – Levels 2 and 3  
Practical Nursing  
Therapist Assistant  
Travel Counsellor

### **Apprenticeship Programs**

- Automotive Collision Repair
- Automotive Painting and Refinishing
- Automotive Prep Technician
- Automotive Service Technician
- Carpentry
- Cooking
- Electrical
- Recreation Vehicle Technician

### **Entry Level Training**

- Aircraft Maintenance Engineer
- Automotive Collision Repair/Painting and Refinishing
- Automotive Service Advisor
- Automotive Service Technician
- Carpentry/Joinery
- CNC/Joinery
- Construction Assistant
- Culinary Arts
- Electrician pre-apprenticeship
- Gateway to Trades
- Heavy Duty/Commercial Transport Mechanics
- Horticulture pre-apprenticeship
- Joinery
- Outdoor Power Equipment Technician
- Plumbing
- Recreation Vehicle Technician
- Residential Construction
- Steel Fabrication
- Trades and Technology Teacher Education (Trades component)
- Vehicle Detailer

### **Welding**

- Level C
- Level B
- Level A
- Welder/Fitter

In the event the name of a program listed in this Appendix is changed in the OC calendar, then this Appendix will be automatically amended to reflect the new program name.

The College will continue to provide the Union with information regarding plans for the offering of new vocational programs that are defined by 3.01 (2), as these are developed. The parties agree that each year, at the October and April meetings of the Joint Union-Management Committee (JUMC), the list of programs above will be reviewed and, where necessary, revised.

## LETTER OF UNDERSTANDING # 1

### ADULT ACADEMIC AND CAREER PREPARATION (A.A.C.P.) CO-ORDINATOR

1. The responsibilities of the A.A.C.P. Coordinator shall include any or all of the following:
  - 1.1. Under the direction of the A.A.C.P. Department Chair:
    - 1.1.1. Assumes a facilitation role to ensure the smooth operation of the A.B.E. program in the Centre.
    - 1.1.2. Ensures that placement procedures are conducted, results are evaluated and communicated to students, agencies, or the admissions office, as appropriate.
    - 1.1.3. Provides information needed for planning, staff workloads, and assignments to the Department Chair.
  - 1.2. Ensures that agencies, the public and students are aware of the test dates.
  - 1.3. Maintains a liaison with appropriate agencies in the respective communities.
  - 1.4. Disseminates information to the Centre A.A.C.P. staff and feeds opinions and information back to the A.A.C.P. Department Chair.
  - 1.5. Forwards requests to the A.A.C.P. Department Chair for advertising and provides the appropriate information needed to complete the task.
2. The A.A.C.P. Coordinator shall be appointed for a period of two years, with an option to renew for a further two years, subject to satisfactory performance. Appointments shall begin July 1<sup>st</sup> in any given year.
3. The position of A.A.C.P. Coordinator shall be posted internally only; there shall be a competition for the position; only employees on regular appointments in the A.A.C.P. Department shall be eligible to apply for the position of A.A.C.P. Coordinator; and the successful candidate shall be chosen by a Selection Committee, except in the case of only one application being received and appointed by the designated supervisor.
4. The Selection Committee shall be composed as follows:
  - Dean of the Faculty;
  - Up to one other administrator named by OUC; and
  - Two members of the A.A.C.P. department.

An A.A.C.P. Coordinator going on leave of absence for more than four months shall yield his/her post as A.A.C.P. Coordinator.

**Signed on behalf of the Employer:**

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

\_\_\_\_\_  
Norman Embree  
Chair, Board of Governors

\_\_\_\_\_  
Jim Hamilton  
President

\_\_\_\_\_  
Steve Koehle  
Chair, OC Negotiating Committee

Dated: September 15, 2006

**Signed on behalf of the Union:**

\_\_\_\_\_  
George Heyman  
President

\_\_\_\_\_  
Randy Dewar  
Chairperson, Vocational Instructors Bargaining Unit

\_\_\_\_\_  
David Streb  
Staff Representative

**LETTER OF UNDERSTANDING # 2**

**WORKLOAD**

OC undertakes to implement the "Workload Policy and Procedures" as outlined by OC dated November 4, 1994. Any changes in the policy shall be subject to agreement between OC and the BCGEU.

**Signed on behalf of the Employer:**

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

\_\_\_\_\_  
Norman Embree  
Chair, Board of Governors

\_\_\_\_\_  
Jim Hamilton  
President

\_\_\_\_\_  
Steve Koehle  
Chair, OC Negotiating Committee

**Signed on behalf of the Union:**

\_\_\_\_\_  
George Heyman  
President

\_\_\_\_\_  
Randy Dewar  
Chairperson, Vocational Instructors Bargaining Unit

\_\_\_\_\_  
David Streb  
Staff Representative

Dated: September 15, 2006



**LETTER OF UNDERSTANDING #3**  
**DEAN OR PRESIDENT APPLICATION FOR ATTACHED APPOINTMENT AS INSTRUCTOR**

1.0 A full-time, regular position as an instructor in a specified program shall be available to a Dean or President under the provisions of this Letter.

2.0 Selection

(1) Selection for Incumbent Deans or President

- (i) A selection committee shall be established in accordance with clause 11.03 at the time an incumbent Dean advises the OC President or an incumbent President advises the OC Board of his or her intent to apply for an attached appointment position of instructor.
- (ii) The selection committee shall base their recommendation on the criteria determined under clause 11.02 provided:
  - (a) the educational plan includes work for which the Dean or President is qualified;
  - (b) the educational plan for the appropriate Department will not require modification solely to accommodate the appointment of the Dean or President;
  - (c) the Dean or President meets the qualifications for an instructor appointment in the program area.
- (iii) The selection committee shall advise of the suitability of the incumbent Dean or President for the attached appointment of instructor to the President in the case of the incumbent Dean, or the OC Board in the case of the incumbent President.
- (iv) If the selection committee deems the incumbent Dean or President to be unsuitable for the instructor appointment, or if the educational plan for the appropriate Department will require modification solely to accommodate the appointment of the Dean or President, the committee shall forward the reason to the OC President or OC Board, as the case may be, within three days of the instructional selection committee meeting.

(2) Selection for New Deans or President

- (i) The designated candidates for the position of Dean or President shall be interviewed for an instructor appointment and the candidates' suitabilities shall be assessed by a selection committee established in accordance with clause 11.03.
- (ii) The selection committee shall base their recommendation on the criteria determined under clause 11.02 provided:
  - (a) the educational plan includes work for which the candidate is qualified;
  - (b) the educational plan for the appropriate Department will not require modification solely to accommodate the candidate being hired in the instructor appointment;
  - (c) the candidate meets the qualifications for an instructor appointment in the program area.
- (iii) Selection committees shall submit their recommendations of the suitability of the candidate for an attached appointment of instructor to the President in the case of a new Dean, or the OC Board in the case of a new President.
- (iv) If the selection committee deems the candidate(s) to be unsuitable for an instructor appointment, or if the educational plan for the appropriate Department will require modification solely to accommodate the appointment of the Dean or President, the committee shall forward the reason to the administrative selection committee in the case of a new Dean, or the OC Board in the case of a new President within three (3) days of the interviews.

- (3) The failure of a member or members of the instructional selection committee to attend meetings of the instructional committee shall not invalidate the recommendations of the committee.

### 3.0 Date of Appointment as Instructor

- (1) A Dean or President who wishes to assume the position of instructor shall advise OC, in writing, no later than July 1st of the calendar year preceding the calendar year in which the change will take place.
- (2) A Dean or President who wishes to assume the position of instructor at the end of the College year shall have five years service with OC as a Dean or President prior to assuming the instructor position.
- (3) The effective date of the change will be July 1st of any given year.

### 4.0 Seniority

- (1) A Dean or President appointed subsequent to the signing of this Letter and who was not appointed as a Dean or President from a position of instructor at OC shall be placed on the seniority list as of the initial date of appointment as Dean or President.
- (2) A Dean or President appointed prior to the signing of this Letter shall be placed on the seniority list as of the date the criteria in 2.0(1) is met. This seniority date will be for the purposes of layoff only and will not affect other articles in the collective agreement.
- (3) A Dean or President who is appointed after the signing of this Letter from a position of instructor shall retain her or his original placement on the seniority list.

### 5.0 Probation

A Dean or President who assumes a position of instructor shall subsequently fulfil the normal probationary requirements for the instructor appointment. A Dean or President who was an instructor at Okanagan College before becoming a Dean or President shall not have to repeat a probationary period for the instructor appointment, provided a probationary period as instructor was completed previously.

### 6.0 Reduction

OC will not reduce regular instructional positions in the incumbent's area in the year a Dean assumes a position of instructor.

#### **Signed on behalf of the Employer:**

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

\_\_\_\_\_  
Norman Emree  
Chair, Board of Governors

\_\_\_\_\_  
Jim Hamilton  
President

\_\_\_\_\_  
Steve Koehle  
Chair, OC Negotiating Committee

Dated: September 15, 2006

#### **Signed on behalf of the Union:**

\_\_\_\_\_  
George Heyman  
President

\_\_\_\_\_  
Randy Dewar  
Chairperson, Vocational Instructors Bargaining Unit

\_\_\_\_\_  
David Streb  
Staff Representative

## LETTER OF UNDERSTANDING # 4

### CODE OF CONDUCT FOR BCGEU INSTRUCTOR / STUDENT RELATIONS

Okanagan College and the BCGEU, Local 707 Vocational Instructors are committed to fostering an academic environment in which instructors and students can expect to be treated with honesty, integrity, fairness, and respect. Vocational Instructors have an obligation, in carrying out their professional duties, to promote this environment, and to strive to avoid situations of perceived bias, as well as an obligation to respect and maintain their right of academic freedom.

1. A vocational instructor shall be fair to his or her students, particularly in evaluating them or when acting as a referee.
2. A vocational instructor shall not exploit his or her professional relationships with students for personal gain.
3. A vocational instructor shall not initiate or acquiesce in a sexual or romantic relationship with a student who is, or who can reasonably be expected to be, enrolled in his or her class or otherwise subject to his or her direct supervision, evaluation or counselling.
4. Where a vocational instructor and a student over whom he or she has a direct supervisory or evaluative role were or are in a close personal relationship, such as a familial relationship, a close commercial or business relationship, or a previous romantic or sexual relationship, such that there may reasonably be perceived to be a conflict of interest or possible bias, the vocational instructor shall inform his or her designated supervisor of the potential conflict of interest. Where appropriate, the designated supervisor will make alternate arrangements.
5. Where a vocational instructor has been given a work assignment that involves a direct supervisory or evaluative role with a student with whom a continuing sexual or romantic relationship exists, the vocational instructor shall inform his or her designated supervisor of the potential conflict of interest. Where appropriate, the designated supervisor will make alternate arrangements.

#### **Signed on behalf of the Employer:**

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

\_\_\_\_\_  
Norman Embree  
Chair, Board of Governors

\_\_\_\_\_  
Jim Hamilton  
President

\_\_\_\_\_  
Steve Koehle  
Chair, OC Negotiating Committee

#### **Signed on behalf of the Union:**

\_\_\_\_\_  
George Heyman  
President

\_\_\_\_\_  
Randy Dewar  
Chairperson, Vocational Instructors Bargaining Unit

\_\_\_\_\_  
David Streb  
Staff Representative

Dated: September 15, 2006

## **Bargaining Committee**

### **Representing OC:**

Steve Koehle	- Chairperson
Stuart Brennan	- Committee Member
Jayne Brooks	- Committee Member
Denise Fallis	- Committee Member
John Haller	- Committee Member

### **Representing the BCGEU:**

David Streb	- Staff Representative/Spokesperson
Randy Dewar	- Bargaining Unit Chairperson
Catherine Baranow	- Committee Member
Dan Chetner	- Committee Member
Edie Stolwijk	- Committee Member

## **APPENDIX B**

### **THE COMMON AGREEMENT**

**between**

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

**and**

**The Provincial Bargaining Council  
on behalf of the trade unions  
ratifying this Common Agreement**

**For the Term  
April 1, 2004 to March 31, 2007**

During the life of the Collective Agreement, this Appendix is subject to the following:

1. There is no obligation on the College to appoint a representative or to participate on the HRDB Steering Committee, JADRC or the JCBA Committee.
2. The parties will use the provisions of 3.2.5 or 3.3. only by mutual agreement.
3. Unless there is mutual agreement to proceed pursuant to the other provisions of 3.2.4, the parties will proceed pursuant to the 4<sup>th</sup> paragraph of 3.2.4 and use the local grievance procedure to resolve any dispute arising from the interpretation, application, operation or alleged violation of the "Common Agreement" Appendix.
4. Article 15 is not applicable to OC because the College does not currently operate programs outside of Canada and has no plans to do so. Where there is a teaching assignment that is planned to occur during the life of the agreement, the parties agree to apply Article 15 subject to mutually-agreed variations.
5. The Union confirms that the current arrangement for health and welfare benefits will continue during the life of the agreement (subject to the inclusion of the dental rider referred to above).
6. In Article 7.7, the phrase "for family illness" means "for the purpose of actively caring for the member who is ill and requires the care of the employee".

**LIST OF THE COMMON PARTIES**

Employers' Bargaining Committee on behalf of:

College of New Caledonia, College of the Rockies, Camosun College, Capilano College, Douglas College, Institute of Indigenous Government, Kwantlen University College, Malaspina University College, North Island College, Northern Lights College, Northwest Community College, Selkirk College, University College of the Cariboo, Vancouver Community College.

Provincial Bargaining Council of College Institute Educators' Association (CIEA) and BC Government & Service Employees' Union on behalf of:

Academic Workers' Union (CIEA Local 11), BC Government and Service Employees' Union (BCGEU), Faculty Association of the College of New Caledonia (CIEA Local 3), College of the Rockies Faculty Association (CIEA Local 6), Camosun College Faculty Association (CIEA Local 12), Capilano College Faculty Association (CIEA Local 1), Cariboo College Faculty Association (CIEA Local 2), Douglas College Faculty Association (CIEA Local 4), Institute of Indigenous Government Staff and Faculty Association (CIEA Local 18), Kwantlen College Faculty Association (CIEA Local 5), Malaspina College Faculty Association (CIEA Local 8), North Island College Faculty Association (CIEA Local 16), Selkirk College Faculty Association (CIEA Local 10), Vancouver Community College Faculty Association (CIEA Local 15).

## TABLE OF CONTENTS

DEFINITIONS .....	1
ARTICLE 1 - PREAMBLE .....	2
1.1 PURPOSE OF COMMON AGREEMENT .....	2
1.2 FUTURE LEGISLATION .....	2
1.3 CONFLICT WITH POLICIES .....	2
1.4 SINGULAR AND PLURAL .....	2
ARTICLE 2 - HARASSMENT .....	2
2.1 STATEMENT OF COMMITMENT .....	2
2.2 DEFINITIONS .....	2
2.3 PROCEDURES .....	3
2.4 FINDINGS .....	5
2.5 RIGHTS OF THE PARTIES .....	5
2.6 FALSE COMPLAINTS, BREACHES OF CONFIDENTIALITY AND RETALIATORY ACTION .....	5
2.7 LOCAL DISCUSSION .....	5
2.8 RELATION TO OTHER AGREEMENTS .....	5
ARTICLE 3 - EMPLOYER/UNION RELATIONS .....	6
3.1 HUMAN RESOURCES DATABASE .....	6
3.2 JOINT ADMINISTRATION AND DISPUTE RESOLUTION COMMITTEE .....	6
3.3 JURISDICTIONAL DISPUTE RESOLVING PROCESS .....	8
3.4 CONTRACT TRAINING AND MARKETING SOCIETY .....	9
3.5 LEAVE OF ABSENCE FOR COLLEGE COMMITTEES AND UNION LEAVE .....	11
ARTICLE 4 - PRIOR LEARNING ASSESSMENT .....	12
4.1 DEFINITION .....	12
4.2 PRIOR LEARNING ASSESSMENT AS WORKLOAD .....	12
4.3 TRAINING IN PRIOR LEARNING ASSESSMENT .....	12
4.4 PRIOR LEARNING ASSESSMENT COORDINATORS .....	12
ARTICLE 5 - COPYRIGHT AND INTELLECTUAL PROPERTY .....	12
5.1 COPYRIGHT OWNERSHIP .....	12
5.2 EMPLOYER RIGHTS TO MATERIALS COPYRIGHTED BY EMPLOYEE(S) .....	13
5.3 EMPLOYEE RIGHTS TO MATERIALS COPYRIGHTED BY THE EMPLOYER .....	13
5.4 JOINT REVIEW .....	13
ARTICLE 6 - JOB SECURITY .....	13
6.1 EMPLOYEE SECURITY AND REGULARIZATION .....	13
6.2 PROGRAM TRANSFERS AND MERGERS .....	16
6.3 REGISTRY OF LAID OFF EMPLOYEES .....	17
6.4 TARGETED LABOUR ADJUSTMENT .....	19
6.5 CONTRACTING OUT .....	21
6.6 EDUCATION TECHNOLOGY .....	21
ARTICLE 7 - LEAVES .....	22
7.1 PREAMBLE .....	22
7.2 GENERAL LEAVE .....	22
7.3 SENIORITY ACCRUAL .....	22
7.4 RETENTION OF STATUS .....	22
7.5 BENEFITS WHILE ON LEAVE .....	22
7.6 BEREAVEMENT LEAVE .....	22
7.7 FAMILY ILLNESS LEAVE .....	22
7.8 COMPASSIONATE CARE LEAVE .....	23
7.9 JURY DUTY AND COURT APPEARANCES .....	23
7.10 PUBLIC DUTIES .....	23
7.11 EXCHANGE LEAVE .....	23
7.12 DEFERRED SALARY LEAVE .....	24
ARTICLE 8 - PARENTAL LEAVE .....	24
8.1 PREAMBLE .....	24
8.2 COMMENCEMENT OF LEAVE .....	24
8.3 BENEFITS CONTINUATION .....	24



8.4	SUPPLEMENTAL EMPLOYMENT BENEFIT FOR MATERNITY AND PARENTAL LEAVE .....	25
	ARTICLE 9 - HEALTH AND WELFARE BENEFITS .....	25
9.1	JOINT COMMITTEE ON BENEFITS ADMINISTRATION .....	25
9.2	SPECIFIC BENEFITS .....	26
9.3	DISABILITY BENEFITS .....	27
	ARTICLE 10 - PENSIONS .....	28
10.1	MANDATORY ENROLMENT .....	28
10.2	EXISTING EMPLOYEES .....	28
	ARTICLE 11 - EARLY RETIREMENT INCENTIVE .....	28
11.1	DEFINITION .....	28
11.2	ELIGIBILITY .....	28
11.3	INCENTIVE PAYMENT .....	29
	ARTICLE 12 - SALARIES .....	29
12.1	PROVINCIAL SALARY SCALE .....	29
12.2	SECONDARY SCALE ADJUSTMENT .....	29
12.3	MAINTENANCE OF PLACEMENT .....	29
12.4	CALCULATION OF PAY .....	29
12.5	OVERLOAD .....	29
	ARTICLE 13 - EFFECT OF THIS AGREEMENT .....	30
13.1	.....	30
13.2	.....	30
13.3	.....	30
13.4	.....	30
	ARTICLE 14 - TERM .....	30
	ARTICLE 15 - INTERNATIONAL EDUCATION .....	30
15.1	GENERAL .....	30
15.2	EXPENSES .....	31
15.3	HEALTH AND WELFARE BENEFITS .....	31
15.4	EMERGENCIES AND EMERGENCY EVACUATION .....	31
15.5	ORIENTATION AND RETURN .....	32
15.6	APPLICATION .....	32
	ARTICLE 16 - HEALTH AND SAFETY EQUIPMENT .....	32
	APPENDIX A - PROVINCIAL SALARY SCALE .....	33
	APPENDIX B - LIST OF INVESTIGATORS .....	34
	APPENDIX C - DISPUTE REFERRAL FORM .....	35
	APPENDIX D - LIST OF ARBITRATORS .....	36
	APPENDIX E1 - REGISTRY OF LAID OFF EMPLOYEES - FORM 1 .....	37
	APPENDIX E2 - REGISTRY OF LAID OFF EMPLOYEES - FORM 2 .....	38
	APPENDIX F - MEDICAL TRAVEL REFERRAL BENEFIT .....	39
	APPENDIX G - DENTAL PLAN .....	41
	APPENDIX H - DEFERRED SALARY LEAVE APPLICATION, AGREEMENT, AND APPROVAL FORM .....	42
	LETTER OF UNDERSTANDING 1 - JOINT ADMINISTRATION DISPUTE RESOLUTION COMMITTEE OPERATIONAL REVIEW .....	43
	LETTER OF UNDERSTANDING 2 - EMPLOYEE SECURITY AND REGULARIZATION .....	44
	LETTER OF UNDERSTANDING 3 - CAPS ON PLACEMENT ON SALARY GRID .....	45
	LETTER OF UNDERSTANDING 4 - PARTIAL SICK LEAVE AND PARTIAL DISABILITY BENEFITS .....	46
	LETTER OF UNDERSTANDING 5 - RESPECTFUL WORKING ENVIRONMENT .....	46
	LETTER OF UNDERSTANDING 6 - COMMON FACULTY PROFESSIONAL DEVELOPMENT FUND .....	47
	LETTER OF UNDERSTANDING 7 - JOINT REVIEW PROCESS OF HEALTH AND WELFARE BENEFITS (ARTICLE 9.2 & 9.3) .....	48

## DEFINITIONS

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

"*Collective agreement*" means the combination of provisions of the Common Agreement with local provisions that constitute a collective agreement between an institution and a local union.

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

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

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

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

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

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

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

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

"*Ministry*" means the Ministry of Advanced Education.

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

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

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

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

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

## **ARTICLE 1 - PREAMBLE**

### **1.1 Purpose of Common Agreement**

**1.1.1** The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Parties.

**1.1.2** In order to promote the efficient and effective operation of the institution through the establishment and continuance of harmonious relations and working conditions established under the collective agreement, and to assist in the development and expansion of the public post-secondary system, the Parties therefore agree to the following terms of contract.

### **1.2 Future Legislation**

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the Parties hereto will negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered. All other provisions of the Common Agreement shall remain in full force and effect.

### **1.3 Conflict with Policies**

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

### **1.4 Singular and Plural**

Wherever the singular is used in the Common Agreement, the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.

## **ARTICLE 2 - HARASSMENT**

### **2.1 Statement of Commitment**

The colleges and institutes promote teaching, scholarship and research and the free and critical discussion of ideas.

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

The colleges and institutes have a responsibility under BC's Human Rights Code to prevent harassment and to provide procedures to handle complaints, to resolve problems and to remedy situations where harassment occurs.

The Employer will offer educational and training programs designed to prevent harassment and to support the administration of the institutional policies and to ensure that all members of the institutional community are aware of their responsibility with respect to the policy.

### **2.2 Definitions**

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

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

(a) is abusive or demeaning;

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

As of this date, the grounds protected against discrimination by BC's Human Rights Code [R.S.B.C. 1996 c.210] are age, race, colour, ancestry, place of origin, political belief, religion, marital status, physical or mental disability, sex, sexual orientation and, in the case of employment, unrelated criminal convictions.

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

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

## **2.3 Procedures**

### **2.3.1 Local Informal Processes**

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

### **2.3.2 Right to Legal Counsel**

The Union is the exclusive bargaining agent for the bargaining unit employee and as such has the exclusive right to represent the employee in all matters pertaining to his/her terms and conditions of employment, including matters that may lead to discipline by the Employer. An individual bargaining unit employee has no right to be represented by legal counsel during an Article 2 investigation involving an allegation of harassment.

### **2.3.3 Mediation**

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

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

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

### **2.3.4 Investigation**

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

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

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

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

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

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

### **2.3.5 Terms of Reference of the Investigator**

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

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

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

- (f) The investigator will not be compellable as a witness in any arbitration or other legal procedure which may result from the investigation.
- (g) The investigator will conclude her/his work within ten (10) days of appointment and will render a report within a further five days. These timelines may be extended if deemed appropriate by the local parties. If a dispute arises with respect to the extension, the matter will be referred to JADRC. If requested by the investigator, the Employer will provide meeting space and contact information about persons to be interviewed.

- (h) The investigator may, as part of her/his report, make recommendations for resolution of the complaint.
- (i) The investigator's report will not be placed on an employee's file.

## **2.4 Findings**

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

**2.4.2** The determination will:

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

## **2.5 Rights of the Parties**

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

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

**2.5.1** The above noted procedure does not restrict:

- (a) The Employer's right to take disciplinary action;
- (b) The Union's right to grieve such disciplinary action or to grieve an alleged violation of this article.

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

## **2.6 False Complaints, Breaches of Confidentiality and Retaliatory Action**

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

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

## **2.7 Local Discussion**

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

## **2.8 Relation to Other Agreements**

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

## **ARTICLE 3 - EMPLOYER/UNION RELATIONS**

### **3.1 Human Resources Database**

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

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

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

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

#### **3.1.1 Relevant Matters include:**

- (a) Health and Welfare
  - (i) Types of coverage
  - (ii) Participation rates
  - (iii) Premiums
  - (iv) Cost sharing
  - (v) Commission costs
  - (vi) Available studies commissioned by Government agencies (e.g. comparative benefit analysis)
  - (vii) Carrier contracts
- (b) Collective Bargaining
  - (i) Salary information by classification
  - (ii) Demographics: age, sex, salary, placement, status
  - (iii) Analysis of local collective agreements within the system
  - (iv) Pension plan participation rates
- (c) Contract Administration
  - (i) Arbitration, Labour Relations Board, JADRC, Harassment, Jurisdictional and other third-party decisions and costs thereof for the system
  - (ii) Local Letters of Understanding

### **3.2 Joint Administration and Dispute Resolution Committee**

#### **3.2.1 Formation and Composition**

The Parties to this agreement will maintain a Joint Administration and Dispute Resolution Committee (JADRC) consisting of five (5) representatives of the Employers and five (5) representatives of the Provincial Bargaining Council.

#### **3.2.2 Operation**

Meetings of JADRC shall be held as needed. A meeting shall be called within twenty (20) days of the written request of either party unless mutually agreed otherwise. A minimum of 6 representatives with equal representation from the Common Parties will constitute a quorum. JADRC will set its own procedures and protocols. All decisions of JADRC will be mutual decisions between the Parties and will be recorded or confirmed in writing.

### **3.2.3 Purpose**

The purpose of JADRC is to:

- (a) Assist in the administration of collective agreements.
- (b) Provide a forum for dialogue between the Parties respecting issues impacting labour relations.
- (c) Provide a means for resolving issues pertaining to the implementation, interpretation and resolution of matters arising from the Common Agreement.
- (d) Appoint an umpire(s) or arbitrator(s) as applicable for:
  - (i) Jurisdictional Disputes Resolving process
  - (ii) Suspension and Discharge Grievance Resolution
  - (iii) Common Agreement Dispute Resolution
- (e) Develop strategies to reduce arbitration and related costs.

### **3.2.4 Common Agreement Dispute Resolution**

Where a dispute arises concerning the interpretation, application, operation or alleged violation of this Agreement, the local parties will refer the dispute to JADRC using the Dispute Referral Form at Appendix C to this Agreement. Such referral would occur after the local grievance procedure is exhausted or deemed completed by agreement of the local parties.

JADRC will act as the registrar for referred disputes and will forward the matter to an arbitrator, within thirty (30) calendar days of the receipt of the dispute by JADRC's designated registrar. (See Appendix D for the list of arbitrators.)

Notwithstanding the referral of a dispute to an arbitrator, the local parties may mutually agree to request that JADRC attempt to resolve the matter through a pre-hearing discussion at the JADRC level. Where JADRC reaches a mutual decision on a matter referred, the decision will be final and binding upon the local parties.

Prior to an arbitral hearing, and in the absence of any JADRC decision, the local parties may resolve a dispute which relates to the interpretation, application, operation or alleged violation of this Agreement. The resolution is without prejudice or precedent.

### **3.2.5 Process and Costs**

A matter referred to an arbitrator will be scheduled and heard within sixty (60) calendar days of referral unless otherwise mutually agreed by the local parties. Decisions will be final and binding except as provided by Section 99 of the Labour Relations Code.

Arbitral decisions shall be rendered within fifteen (15) calendar days of the conclusion of the hearing. Time limits may be altered by mutual agreement between the parties.

An arbitrator has the authority to order pre-hearing disclosure and to act as a mediator provided such action does not unduly delay a decision.

Each local party will be responsible for its own costs. The costs of the arbitrator will be shared by the local parties.

### **3.2.6 Suspension and Discharge Grievance Resolution**

Where a grievance is filed concerning the suspension or discharge of an employee, and after the local grievance procedure has been exhausted or deemed completed by agreement of the local parties, either party may refer the grievance to JADRC. JADRC's designated registrar will refer the grievance to an arbitrator within thirty (30) calendar days of the registrar's receipt of the grievance. (See Appendix D for



the list of arbitrators.) It is understood that the actual number of hearing days will not exceed three (3) days unless otherwise agreed by the local parties or as directed by the arbitrator.

Process, timelines and costs will be in accordance with Article 3.2.5.

### **3.3 Jurisdictional Dispute Resolving Process**

#### **3.3.1 Preamble**

The purpose of this article is to outline a jurisdictional dispute resolution process which is equitable, expeditious and reflects the desire of the Parties to promote effective working relationships.

The Parties agree that the following process will be used in the event of a dispute respecting the appropriateness of a bargaining unit placement where the institution introduces a new position or significantly revises an existing position.

#### **3.3.2 Process**

- (a) When requested, the institution will provide a bargaining unit position or job description to the Union(s) certified at the institution. The Union may request such things as a draft job posting, job description, course outline, organizational chart, and other relevant information. The institution will make every reasonable effort to respond to the request within seven (7) days of receipt of the request, but not later than thirty-one (31) days of receipt of the request.
- (b) For a new position or when a significant change has occurred, a local party may request a meeting pursuant to 3 below, to resolve any dispute which may arise concerning the appropriateness of bargaining unit placement.
- (c) When requested, the local parties will meet within twenty-one (21) calendar days. Every effort will be made to reach agreement on the appropriate bargaining unit placement.
- (d) When there remains a dispute a local party may refer the matter within thirty (30) calendar days to a Jurisdictional Assignment Umpire it selects from a list of Umpires appointed by the JADRC.
- (e) The referral will include a brief outline of the particulars of the dispute, a summary of the party's position on the matter and copies of documents upon which the party intends to rely. A copy of the referral and documents will be sent to each Union certified and the institution.
- (f) The Umpire will convene a hearing within twenty-one (21) days of receipt of the initial referral.
- (g) The Umpire will direct an exchange of particulars and documents upon which the parties intend to rely no later than seven (7) days prior to a hearing of the matter.
- (h) The hearing will be expedited in all respects and conducted on an informal basis.
- (i) The expenses and fees of the Umpire will be borne equally among the parties involved in the dispute.
- (j) In determining the appropriateness of bargaining unit placement, the Umpire shall consider:
  - (i) job elements;
  - (ii) past practice;
  - (iii) impact on industrial relations;
  - (iv) community of interest;
  - (v) employee preference, fairness and equity;
  - (vi) certification definition(s);
  - (vii) and such other factors as deemed appropriate by the Umpire.

- (k) The Umpire will render a decision within twenty-one (21) days after the conclusion of the hearing.
- (l) The parties will accept the decision as final and binding on each of them.

### **3.4 Contract Training and Marketing Society**

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

- 3.4.1** The Parties will continue a system Contract Training and Marketing Society (CTM) to facilitate, enhance, and support the initiatives of participating member institutions.

The Parties agree to work together to assist the CTM to achieve its objectives as set out below.

#### **3.4.2 Objectives of the Contract Training & Marketing Society**

- (a) To increase the contract training opportunities of institutions in the public post-secondary education system through entrepreneurial and revenue generating training and education courses, programs and projects.
- (b) to develop alliances and partnerships between colleges and institutions, governments, community groups, agencies, employers, unions, international education agencies and others in order to support courses, programs and services.
- (c) to assist institutions to be responsive to the contract training and learning needs of governments, agencies, employers, unions and community groups.
- (d) to enhance employment opportunities within the system
- (e) to facilitate the development of programs and services in response to contract training needs
- (f) to assist institutions in the establishment, development and enhancement of contract training capacities
- (g) to effectively market contract training and service abilities of the public post secondary system
- (h) to assist institutions to design contract training activities
- (i) to provide a mechanism for institutions to work together as a system, such as a consortium, in order to deliver contract training activities
- (j) to provide a single contact point or referral agency when desired between purchasers of contract training activities and institutions with the capacity to deliver the programs and/or services
- (k) to enable institutions to produce surplus revenues in support of the institution

#### **3.4.3 Structure of the Contract Training & Marketing Society**

- (a) Membership:
  - (i) One representative from each institution, one representative from each bargaining unit and one representative of the Ministry of Advanced Education, Training and Technology
  - (ii) Despite (a) above, there will only be one vote per institutional member and one vote per institution for faculty/instructor representation.
- (b) Directors:

Six (6) directors appointed by the Council of Chief Executive Officers and six (6) directors

appointed by the Provincial Bargaining Council and one member appointed by the Ministry of Advanced Education, Training and Technology

(c) Membership Activities:

Approval of the annual business plan of the Society

(d) Director Activities:

Supervise and report the activities of the Society

(e) Society Activities:

- (i) to develop appropriate annual financial/business plans
- (ii) to appoint staff as required to fulfil operational requirements
- (iii) to develop mechanisms to identify and monitor contract training, and inventory expertise, resources, curriculums and competencies as a resource for the Society's objectives
- (iv) to facilitate the co-ordination of contract training/marketing/career development activities
- (v) to develop strategies for marketing contract training
- (vi) to meet with potential "customers" to promote the system
- (vii) to meet with system trainers/unions/employers in a problem solving capacity including dealing with questions of competitive advantage
- (viii) to review regularly the expertise listed on the Registry and to provide that information to the contract training departments of the participating institutions for the purposes of identifying employment needs
- (ix) to liaise with employers/unions/agencies to identify emerging labour market trends in order to identify new opportunities
- (x) to develop an inventory of contract training expertise of institutions

#### 3.4.4 Administration

(a) To assist in advancing the goals of the Contract Training and Marketing Society, members of the Society will be responsible:

- (i) to participate along with representatives of the Parties in training initiatives of the CTM
- (ii) to assist with the development of an effective communication method at the local level

(b) Parties to this Agreement will advise the CTM of:

- (i) the names of institutional and bargaining unit members
- (ii) the names of the designate responsible for the signing of a waiver of any specific article of a collective agreement required to facilitate activities of CTM

(c) CTM will send copies of invitations to tender and final contracts to the member(s) under 3.4.3(a)(i) above at affected institution(s) and to a designated representative of each of PSEA, CIEA and the BCGEU

CTM will annually provide the Parties and the Ministry of Advanced Education, Training and Technology with a report on its activities. This report shall include:

- ◆ A descriptive abstract of the project(s) undertaken by CTM
- ◆ The bargaining unit(s) involved and the monetary value to the institution involved in the project
- ◆ A listing of projects on which CTM was asked to bid but was not awarded and, if possible, a brief rationale of the reason(s) the project was not awarded.

### **3.4.5 Funding**

The Parties recommend that funding continue to be allocated by the Ministry of Advanced Education, Training and Technology for the purpose of the operation and activities of the Society.

### **3.4.6 Performance of Certain Work**

Unless mutually agreed otherwise by the affected local parties, when the Society secures contract training work for an institution with local parties to this Agreement, that work will be delivered by bargaining unit members covered by and in accordance with this Agreement at the institution. The allocation of work arising from a CTM contract will respect established practice and the jurisdictions established by local collective agreements, including collective agreements covering employees not covered by this Agreement. Allocation of work to employees other than bargaining unit members covered by this Agreement will occur only with the written agreement of the local parties.

### **3.4.7 Non-signatories**

Where an institution is not a signatory to this Agreement, contracts for project work may be awarded through CTM on a case by case basis provided that the local parties mutually agree to adhere to the provisions of this Article.

### **3.4.8 Waivers**

Where a waiver of any specific article in a collective agreement has been granted as per Article 3.4.4(b)(ii), JADRC will receive a copy.

## **3.5 Leave of Absence for College Committees and Union Leave**

### **3.5.1 Leave of Absence for College Committees**

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

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

### **3.5.2 Union Leave**

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

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

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

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

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

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

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

### **3.5.3 Additional Union Leave Without Pay**

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

## **ARTICLE 4 - PRIOR LEARNING ASSESSMENT**

### **4.1 Definition**

Prior learning assessment (PLA) is the assessment by some valid and reliable means, of what has been learned through formal and non-formal education/training or experience, that is worthy of credit in a course or program offered by the institution providing credit.

The assessment and evaluation of prior learning and the determination of competency and credit awarded, will be done by instructional or faculty staff who have the appropriate subject matter expertise but other staff in an institution may have a supporting role in the process.

The work required for prior learning assessment includes but is not limited to: classroom-based and individual advising; classroom-based and individual assessment, training and upgrading; development of assessment tools; and training in the use of flexible assessment.

### **4.2 Prior Learning Assessment as Workload**

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

### **4.3 Training in Prior Learning Assessment**

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

### **4.4 Prior Learning Assessment Coordinators**

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

## **ARTICLE 5 - COPYRIGHT AND INTELLECTUAL PROPERTY**

### **5.1 Copyright Ownership**

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

**5.1.1** belongs to the employee(s) where the work product has been prepared or created as part of assigned duties, other than the duties listed in 5.1.2 below, and the copyright to all copyrightable material shall be the sole property of the employee(s) and shall be retained throughout his or her lifetime and upon his/her death by his/her heirs or assigns; and

**5.1.2** belongs to the institution where one or more employees:

- (a) have been hired or agrees to create and produce copyrightable work product for the institution, or

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

## **5.2 Employer Rights to Materials Copyrighted by Employee(s)**

Where the employee holds the copyright pursuant to 5.1.1, the institution shall have a right to use his/her copyrighted material in perpetuity for institutional purposes. The institution may amend and update the copyrighted material with the approval of the employee(s) holding the copyright to the material. Such approval will not be unreasonably withheld.

## **5.3 Employee Rights to Materials Copyrighted by the Employer**

Where the institution holds the copyright pursuant to 5.1.2, the employee(s) shall have the right to use in perpetuity, free of charge, such copyrighted material. The employee may amend and update the copyrighted material with the approval of the institution holding the copyright to the material. Such approval will not be unreasonably withheld.

## **5.4 Joint Review**

JADRC may, at the request of either party, review issues arising from the application of this article.

# **ARTICLE 6 - JOB SECURITY**

## **6.1 Employee Security and Regularization**

### **6.1.1 Intent**

The purpose of this article is to ensure that, by April 1, 2000, provisions relating to employee security and regularization of employees are established within each collective agreement affecting employees covered by this Agreement and to ensure that current and future employees who qualify for regularization under the provisions of this article will be regularized.

Where this article establishes a date for action, the parties responsible for taking the action may agree to another date.

### **6.1.2 Definitions**

*"Department"* or *"functional area"* means the operational or administrative sub-division of an institution within which an employee is appointed and assigned workload and may include geographic limitations.

*"Employee security"* means the array of entitlements to continued employment, health and welfare and other benefits, and other rights available to employees through this Agreement or a local collective agreement.

*"Non-regular employee"* means a person employed on any basis other than regular as defined in the local collective agreement.

*"Regularization"* means the process by which a non-regular employee converts to regular status under this article.

*"Regular full-time"* employee means a person who holds an appointment to ongoing work with a full-time annual workload within one or more departments or functional areas.

*"Regular part-time"* employee means a person who holds an appointment to an ongoing annual workload of less than full-time within one or more departments or functional areas.

### 6.1.3 Parameters for Employee Security and Regularization

- (a) Employee security and regularization provisions include those relating to:
  - (i) creating, posting and filling new positions and posting and filling vacant positions
  - (ii) the types of appointment categories contained in the collective agreement
  - (iii) the entitlements of regular and/or non-regular employees to continued appointment, access to additional work, and/or to health and welfare benefits based on time worked and/or seniority
  - (iv) the circumstances under which a non-regular employee may be entitled to convert to or otherwise become a regular employee
  - (v) requirements for notice of layoff or reduction in workload, including requirements relating to the timing of layoff notice
  - (vi) requirements relating to the accumulation of severance and the condition for payment of severance
- (b) Amendments to existing employee security and regularization provisions must include:
  - (i) (i) entitlement to regularization after a period of time worked of at least two consecutive appointment years of work at a workload of fifty (50%) percent or greater for each of two (2) consecutive appointment years and where there is a reasonable expectation of ongoing employment for which the employee is qualified at a workload of at least fifty (50%) percent or greater for two semesters in the next appointment year.  
  
or
  - (1) entitlement to regularization after the employee has performed a workload at least one hundred and twenty (120%) percent of an annualized workload over at least two (2) consecutive years and there is a reasonable expectation of an ongoing workload assignment for which the employee is qualified, of at least fifty (50%) percent on an annualized basis over the immediately subsequent appointment year
  - (ii) requirements that an employee receive a satisfactory evaluation prior to regularization. An employee will be deemed to have received a satisfactory evaluation if one has not been undertaken by the Employer. The Employer may evaluate a non-regular employee at least once each 12 month period and the employee may request an additional evaluation not more often than once in each 12 month period.
- (c) In developing revised employee security and regularization provisions, local parties and/or JADRC and/or the arbitrator must consider the effects of any conversion from non-regular to regular status, including:
  - (i) entitlement to confirmation of appointment as a regular employee
  - (ii) requirements for a probationary period post-conversion of at least twelve months
  - (iii) accumulation of regular seniority and severance entitlement related to appointment to regular status
  - (iv) rights of regular employees to new or additional work for which they are qualified both within and outside a department or functional area, and the operational implications of such rights

- (v) limitations on concurrent regular appointment at more than one institution
- (vi) cost implications of any entitlement that may be derived from work or appointment in more than one campus, centre or geographic limitation
- (vii) relationship of work performed by bargaining unit members in continuing and/or community education to any entitlement to consideration for conversion
- (viii) the right of the Employer to create, post and fill a new position or to post and fill a vacant position
- (ix) educational implications for requirements to teach upper level degree courses and/or non-degree courses
- (x) implications for existing appointment types
- (xi) the cost implications for the Employer of any changes and the impact on student access, employees and services

#### **6.1.4 Local Discussion Process**

- (a) Within fifteen (15) working days of ratification of this Agreement, a local bargaining unit must advise the local employer in writing either
  - (i) that it agrees to retain the existing local employee security and regularization provisions without any changes, or
  - (ii) that it wishes to commence the process for amending existing local provisions respecting employee security and regularization through the processes established in this article.
- (b) Where the local bargaining unit advises the Employer under (a) above, of its intention to commence the processes for amending the existing local employee security and regularization provisions, the parties will commence discussions forthwith.
- (c) The purpose of these local party discussions is to amend local collective agreement provisions respecting employee security and regularization as necessary to satisfy the intent of this article and within the parameters established in 6.1.3 above.
- (d) Local discussions must conclude no later than April 30, 1999. The results of local discussions may be:
  - (i) An agreement to:
    - (1) amend existing provisions respecting employee security and regularization effective by April 1, 2000, or
    - (2) maintain the current local collective agreement provisions respecting employee security and regularization
  - (ii) Referral to JADRC for resolution of issues on which agreement has not been reached no later than June 30, 1999.

#### **6.1.5 JADRC Resolution of Disputes**

JADRC will review submissions received from the local parties and will:

- (a) agree on a resolution of the issues submitted to it by the local parties no later than September 30, 1999, in which event the decision will be binding upon those local parties, or
- (b) where JADRC is unable to reach agreement it will submit its differences to Donald R.



Munroe by October 31, 1999, or such other person as mutually agreed on, acting as sole arbitrator of the issues submitted to him/her.

#### **6.1.6 Jurisdiction**

- (a) The arbitrator has the jurisdiction to resolve the differences submitted to him/her considering:
  - (i) submissions made by the local parties respecting the differences remaining between them after the review by JADRC
  - (ii) provisions of employee security and regularization in place at other similar colleges, university colleges, agencies and institutes in British Columbia
  - (iii) the cost implications for the Employer of any changes and the impact on student access, employees and services
- (b) A decision of the arbitrator is binding on the local parties and will take effect on April 1, 2000 or such other date as the arbitrator may determine is required to phase in changes to a collective agreement.
- (c) In making his/her decision, the arbitrator will make changes necessary to amend employment provisions within the parameters established under 6.1.3 above that require the least amount of change in existing provisions necessary to meet the requirements of this article and that the arbitrator considers to be reasonable.
- (d) An agreement reached between local parties to amend existing provisions on employee security and regularization under this process is not admissible in an arbitration under this provision.

**6.1.7** No result of this process will have the effect of altering an existing certification. Any grievance that arises regarding regularization will be referred to the JADRC process for resolution.

### **6.2 Program Transfers And Mergers**

#### **6.2.1 Notice of Program Transfer / Merger**

When one or more institutions covered by this Agreement decides to transfer or merge a program or a partial program and the transfer or merger will result in the transfer or layoff of one or more employees at one or more of the institutions, the institutions will provide written notice to the local union(s) as soon as possible, but in no event less than sixty (60) days prior to the date of transfer or merger.

#### **6.2.2 Transfer/Merger Agreements**

When notice is served, a committee composed of equal representation from each institution and each local union representing employees affected by the transfer or merger will be formed to negotiate a transfer/merger agreement.

The transfer/merger agreement will address all relevant matters and will be signed by each of the parties.

A copy of the agreement will be provided to each affected employee.

#### **6.2.3 Disputes**

Grievances arising prior to the transfer/merger date remain the responsibility of the sending institution.

If a dispute arises as a result of a program transfer/merger and/or its employees being transferred the matter will be referred to the JADRC for resolution.

## **6.3 Registry of Laid Off Employees**

### **6.3.1 Electronic Posting of Available Positions**

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

- (a) Institutions are encouraged to use the Registry for the posting of all available positions.
- (b) Institutions will post on the Registry all employment opportunities of half-time or more and longer than three months in duration that are available to applicants beyond those employed by the institution by completing the PSEA Electronic Posting of Available Positions form (Appendix E1 - Form 1).
- (c) Postings will be removed from the Registry and archived to the database one week after the closing by the institution that entered the posting.
- (d) Employers may elect to include job postings of positions from institutions not covered by this Agreement.
- (e) All employees covered by this Agreement may access the electronic registry of job postings for purposes of review.
- (f) Unions, Employers and eligible employees have the right to access the information on the Registry.

### **6.3.2 Electronic Registry of Eligible Employees (Registrants)**

- (a) Employees covered by this Agreement are eligible for listing on the Registry if they are Employees who have received notice of layoff or have been laid off and are either:
  - (i) regular employees with one (1) calendar year of service working at fifty (50%) percent workload or greater, as defined in the applicable local agreement, or
  - (ii) non-regular employees with two (2) calendar years of service working at fifty (50%) percent workload or greater, as defined in the applicable local agreements.
- (b) Employees who meet the service requirements of (1) above and have not had appointments renewed are eligible for listing on the Registry.
- (c) Length of Listing: An employee listed on the Registry may continue to be listed until the earlier of:
  - (i) recall or re-appointment to equivalent employment at the institution from which the person was laid off or was not re-appointed
  - (ii) obtaining equivalent employment as a result of being listed on the Registry
  - (iii) the expiration of the employee's recall rights or two (2) years from the date of registration, whichever is later
- (d) Implementation
  - (i) An employee applies for listing through his/her Employee Relations Department by completing the PSEA Registry of Eligible Employees form (Appendix E2 - Form 2).
  - (ii) The institution will immediately forward the completed form to the PSEA who will list eligible employees on the Registry.

- (iii) A registrant is responsible to ensure that the information on the Registry is current and to notify immediately the Employer and the local union if s/he is no longer available for employment through the Registry.
- (e) **Employees Not Eligible**  
 Employees are not eligible for listing on the Registry if they have:
  - (i) had their employment terminated for just and reasonable cause;
  - (ii) accepted early retirement, or
  - (iii) voluntarily resigned their employment.

### **6.3.3 Applying for Available Positions**

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

### **6.3.4 Rights for Registrants**

- (a) **Entitlement for Interview**

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

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

- (b) **Entitlements for Successful Applicants**

- (i) **Orientation/Training:** A registrant who accepts an offer of available work shall be entitled to a reasonable amount of orientation and/or training.
- (ii) **Benefits:** Registrants who are eligible for health and welfare benefits at the hiring institution shall have the waiting period(s) waived subject to carrier provisions.
- (iii) **Seniority:** All registrants who accept an offer of available work will have their seniority recognized at the new institution for all purposes other than severance accrual for subsequent layoffs.
  - (1) In the case of the hiring from the Registry of an applicant represented by the BCGEU into another bargaining unit represented by the BCGEU, s/he will have his or her seniority recognized for all purposes other than severance accrual.
  - (2) CIEA local unions may elect to participate in a reciprocal arrangement with other participating CIEA locals and with the BCGEU bargaining units for the purposes of recognition of seniority other than severance accrual. CIEA local unions that elect to participate in such a reciprocal arrangement must indicate their participation through formal notification to JADRC.

- (3) In the case of the hiring of an applicant from the Registry by and from institutions with bargaining units registered with JADRC, the successful applicant shall carry his or her seniority to that new institution for all purposes other than severance accrual.
- (iv) **Relocation Costs for Registrants:** Relocation costs for successful applicants who change residence as a result of the hiring that are supported by proper proof of expenditures within ninety (90) days of commencing employment, will be paid by the hiring institution in accordance with its relocation policies and practices for the position for which the registrant was hired. If funding is available, the costs will be reimbursed to the hiring institution from the Labour Adjustment Fund.
- (v) **Recall and Repayment:** An employee hired from the Registry who is recalled by an institution and returns to work at that institution will repay relocation costs received from the institution that hired him or her in accordance with its relocation policies and practices for the position for which the registrant was hired.

## **6.4 Targeted Labour Adjustment**

### **6.4.1 Employer Commitments**

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

Subject to budgetary constraints and the amount of funding available for labour adjustment costs; fairness, flexibility and employee choice will prevail in the implementation of labour force adjustment strategies as approved by the institution.

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

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

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

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

#### **6.4.2 Menu of Labour Adjustment Strategies**

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

##### **6.4.2.1 Labour Adjustment Strategies: Workplace Organization**

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

- (a) Job sharing.
- (b) Reduced hours of work through partial leaves.
- (c) Transfers to other areas within the bargaining unit subject to available work and to meeting qualifications, with minimal training required where such training can be scheduled within the employee's professional development and other non-instructional time.
- (d) Unpaid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.
- (e) Workload averaging that does not incur a net increase in compensation cost.
- (f) Combined pension earnings and reduced workload to equal 100% of regular salary subject to compliance with the regulations of the College Pension Plan.
- (g) Agreed secondment.
- (h) Trial retirement.
- (i) Combinations and variations of the above or other workplace organization alternatives.

##### **6.4.2.2 Labour Adjustment Strategies: Employee Transition**

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

- (a) Paid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.
- (b) Severance with up to twelve (12) months' severance payment for an employee other than the employee(s) identified for layoff. Such severance shall be calculated by applying the local agreement severance provisions to the employee who is being offered severance. If the employee elects to take severance pay under this article, he or she thereby waives all other rights, claims or entitlements, and severs his or her relationship with the institution.
- (c) Workload averaging that does not incur a net increase in compensation
- (d) Purchasing past pensionable service. If permissible the Employer will match a minimum of three year's contributions to the College Pension Plan where an employee opts for early retirement.
- (e) Early retirement incentives pursuant to local collective agreements.
- (f) Retraining.

- (g) Continuation of health and welfare benefits.
- (h) Combination and variations of the above or other employee transition alternatives.

#### **6.4.3 Layoffs May Occur**

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

#### **6.4.4 No Stacking of Entitlements**

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

### **6.5 Contracting Out**

#### **6.5.1 Additional Limitation on Contracting Out**

In addition to, and without limiting, any provision in a local collective agreement, an institution covered by this Agreement will not contract out:

- (a) any work presently performed by the employees covered by a collective agreement which would result in the layoff of such employees, including a reduction in assigned workload, or
- (b) the instructional activities that are contained in the programs listed and/or funded in the approved annual institutional program profile and that are currently performed by bargaining unit employees.

#### **6.5.2 Certain Inter-Institutional Arrangements Permissible**

After consultation with a local bargaining unit, an institution covered by this Agreement may enter into arrangements to have instructional activities contained in the programs listed and/or funded in the approved annual institutional program profile performed by another institution covered by this Agreement provided it is performed by instructional bargaining unit employees in the receiving institution(s).

Contract training work may also be moved between institutions which are party to this Agreement provided the work is done by instructional bargaining unit employees in the receiving institution(s).

### **6.6 Education Technology**

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

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

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

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

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

- 6.6.5 The employer will provide the necessary and appropriate training in the use of relevant educational technology for employees assigned to deliver distributed learning programs and courses.
- 6.6.6 Employees delivering distributed learning programs/courses shall not be required to provide technical support to students taking distributed learning courses.
- 6.6.7 Employees shall not be required to deliver distributed learning programs/courses from their home. Employees delivering or developing distributed learning courses shall be provided with office space and the appropriate technology to support them in their work.
- 6.6.8 Where an employee has been assigned an online course and agrees to the employer's request to teach all or part of that course from home, the employer shall provide the appropriate technology and pay for the reasonable and approved costs of delivering those courses from home.
- 6.6.9 No regular employee will be laid off as a direct result of the introduction of distributed learning or education technology.

## **ARTICLE 7 - LEAVES**

### **7.1 Preamble**

All references within the leave provisions of this Agreement include heterosexual, common-law and same sex partners. References to family include spouse, children, children's spouses, stepchild, stepchild in-law, siblings, in-law siblings, parents, step-parents, parents-in-law, grandparents, grandchildren, nieces and nephews, and any other person living in the same household who is dependent upon the employee.

### **7.2 General Leave**

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

### **7.3 Seniority Accrual**

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

### **7.4 Retention of Status**

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

### **7.5 Benefits While on Leave**

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

### **7.6 Bereavement Leave**

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

### **7.7 Family Illness Leave**

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

## **7.8 Compassionate Care Leave**

### **7.8.1 Entitlement**

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

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

- (a) The employee's benefit coverage will continue for the duration of the compassionate care leave, to a maximum of eight (8) weeks, and the premium payment shall be on the same basis as if the employee were not on leave.
- (b) Where an employee elects to buy back pensionable service for part or all of the duration of the compassionate care leave, to a maximum of eight (8) weeks, the Employer will pay the Employer portion of the pension contributions in accordance with the Pension Plan regulations.
- (c) Compassionate care leave, up to a maximum of eight (8) weeks, shall be treated as continuous employment for the purposes of seniority accrual under this agreement.
- (d) An employee who returns to work following a leave granted under this provision shall be placed in the position the employee held prior to the leave or in a comparable position.

### **7.8.2 Additional Leaves**

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

## **7.9 Jury Duty and Court Appearances**

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

## **7.10 Public Duties**

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

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

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

## **7.11 Exchange Leave**

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



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

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

#### **7.12 Deferred Salary Leave**

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

### **ARTICLE 8 - PARENTAL LEAVE**

#### **8.1 Preamble**

##### **8.1.1 Definitions**

- a) "Common law partner" is a person of the same or different sex where the employee has signed a declaration or affidavit that they have been living in a common-law relationship or have been co-habiting for at least twelve (12) months. The period of co-habitation may be less than twelve (12) months where the employee has claimed the common-law partner's child/children for taxation purposes.
- b) "Base Salary" is the salary that an employee would earn if working their full workload up to a maximum of a full workload as defined in the employee's collective agreement.

##### **8.1.2 Entitlement**

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

#### **8.2 Commencement of Leave**

Leave taken under this provision shall commence:

- 8.2.1** for the birth mother, immediately after the end of the leave taken under the pregnancy leave provisions unless the Employer and the employee agree otherwise.
- 8.2.2** for a birth father, after the child's birth and within fifty-two (52) weeks of the birth.
- 8.2.3** for an adopting parent, within fifty-two (52) weeks after the child is placed with the parent.

#### **8.3 Benefits Continuation**

- 8.3.1** The Employer will maintain coverage for medical, extended health, dental, group life and long term disability benefits for leaves taken under this clause and will pay the Employer's portion of premiums.
- 8.3.2** An employee who returns to work following a parental leave shall retain the seniority the employee had attained prior to the leave and shall accrue seniority for the period of leave.
- 8.3.3** An employee who returns to work following a parental leave, shall be placed in the position the employee held prior to the leave or in a comparable position.
- 8.3.4** An employee who has taken leave under this provision is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken.
- 8.3.5** Where the proposed commencement of the leave or return to work does not coincide with the instructional calendar the local parties will negotiate mutually acceptable dates.

## **8.4 Supplemental Employment Benefit for Maternity and Parental Leave**

- 8.4.1** Effective April 1, 2002, when on maternity or parental leave, an employee will receive a supplemental payment added to Employment Insurance benefits as follows:
- (a) For the first two (2) weeks of maternity leave an employee shall receive one hundred percent (100%) of her salary calculated on her average base salary.
  - (b) For a maximum of fifteen (15) additional weeks of maternity leave the employee shall receive an amount equal to the difference between the Employment Insurance benefits and ninety-five percent (95%) of her salary calculated on her average base salary.
  - (c) For up to a maximum of thirty-five (35) weeks of parental leave, the biological mother shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five percent (85%) of the employee's salary calculated on her average base salary.
  - (d) For up to a maximum of thirty-seven (37) weeks of parental leave, the biological father or adoptive parent shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five (85%) of the employee's salary calculated on his/her average base salary.
  - (e) The average base salary for the purpose of Article 8.4.1(a) through (d) is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.
- 8.4.2** An employee is not entitled to receive Supplemental Employment Benefits and disability benefits concurrently. To receive Supplemental Employment Benefits the employee shall provide the Employer with proof of application for and receipt of Employment Insurance benefits.
- 8.4.3** If an employee is disentitled or disqualified from Employment Insurance maternity or parental benefits, the employee shall receive the supplemental payment to the appropriate percentage less the amount of Employment Insurance benefits the employee would have received if qualified for Employment Insurance benefits.

## **ARTICLE 9 - HEALTH AND WELFARE BENEFITS**

### **9.1 Joint Committee on Benefits Administration**

#### **9.1.1 Committee Established**

The Parties agree to maintain a Joint Committee on Benefits with four members appointed by each side.

#### **9.1.2 Committee Mandate**

The Joint Committee on Benefits has a mandate to undertake tasks related to health and welfare benefits and disability benefits including:

- (a) Comparison and analysis of contract administration and costs, using criteria developed by the committee.
- (b) Monitoring carrier performance including receiving reports from the plan administrator(s).
- (c) Reviewing the cost effectiveness and quality of benefit delivery, service, and administration by carriers, including access issues.
- (d) Tendering of contracts.

Participation in the existing Benefits User Group will continue. Participation is open to institutions that are not currently members of the Benefits User Group.

#### **9.1.3 Savings**

All savings realized through the process of the Joint Committee on Benefits will be used to improve benefits, including disability benefits, either through actions taken by the Committee or the formal bargaining process between the Parties.

#### **9.1.4 Constraints**

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

#### **9.1.5 Costs of the Joint Committee**

The Employers will pay up to \$50,000 for the costs of the committee's operations, exclusive of salaries and benefits.

### **9.2 Specific Benefits**

#### **9.2.1 Benefit Provisions**

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

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

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

(d) Dental Plan

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

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

(e) Termination of Coverage

Retiring employees who are eligible under the local collective agreement for health and welfare benefits will maintain coverage until the end of the month following the month in which they retire.

**9.2.2 Flexible Benefit Plan Impact**

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

**9.2.3 Level of Health and Welfare Benefits**

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

**9.3 Disability Benefits**

**9.3.1** Effective April 1, 2002 the Employers shall implement a single plan for the provision of disability benefits for eligible employees who are covered by this Agreement and whose local bargaining unit has opted into this Agreement's Plan pursuant to Article 9.3.3.

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

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

**9.3.3** By September 30, 2001 a local bargaining unit shall advise the local employer in writing either

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

- (b) that it wishes its members to continue to be covered by the disability benefits plan that currently applies to them.
- 9.3.4 (a) Current employees in a local bargaining unit that chooses to participate in this Agreement's disability benefits plan under Article 9.3.3 (a) above shall retain any sick leave banks accrued up to but not beyond March 31, 2002 including any entitlement to full or partial payout of such sick leave banks. The local provisions for use of those sick leave banks including payout, where applicable, shall continue to apply.
- (b) Current employees in a local bargaining unit that chooses to participate in this Agreement's disability benefits plan under Article 9.3.3 (a) and who have sick leave benefits of a fixed amount of time and who are entitled under their local collective agreement to a payout of such benefits shall have those benefits converted to a bank as of March 31, 2002 and shall be entitled to payout of the bank, subject to the provisions of the local collective agreement.
- 9.3.5 Employees in a local bargaining unit that chooses to participate in this Agreement's disability benefits plan under Article 9.3.3 (a) and who are not eligible for enrolment in the Plan shall be entitled to sick leave coverage as provided in the local collective agreement, subject to such sick leave not exceeding a maximum of thirty (30) calendar days per illness.
- 9.3.6 The Joint Committee on Benefits Administration (JCBA) shall oversee the implementation of the plan as described in 9.3.2. After bargaining units have made their choice of the Common Agreement's disability benefits plan or their current disability benefits plan under Article 9.3.3, the amount of such funds as may have been made available by choosing the latter shall be available for the local parties for local negotiation issues. Should the local parties be unable to agree on the use of those funds by November 30, 2001 or such later date as agreed by the Joint Administration and Dispute Resolution Committee, the funds will be allocated to the JCBA as savings for health and welfare benefit improvements.

## **ARTICLE 10 - PENSIONS**

### **10.1 Mandatory Enrolment**

Enrolment in the College Pension Plan shall be as set out by the *Public Sector Pension Plans Act*, Schedule A.

### **10.2 Existing Employees**

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

## **ARTICLE 11 - EARLY RETIREMENT INCENTIVE**

### **11.1 Definition**

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

### **11.2 Eligibility**

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

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

### **11.3 Incentive Payment**

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

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

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

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

## **ARTICLE 12 - SALARIES**

### **12.1 Provincial Salary Scale**

The Provincial Salary Scale is attached as Appendix A.

### **12.2 Secondary Scale Adjustment**

**12.2.1** Effective April 1, 2006, all steps on secondary scales will be increased by one and one-half percent (1 ½%) or by the increase of the first year (April 1, 2006 to March 31, 2007) total wage compensation of the BCGEU/BC Government Master Agreement, whichever is greater.

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

### **12.3 Maintenance of Placement**

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

### **12.4 Calculation of Pay**

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

### **12.5 Overload**

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

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

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

## **ARTICLE 13 - EFFECT OF THIS AGREEMENT**

### **13.1**

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

### **13.2**

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

### **13.3**

The following articles are not subject to 13.1 above:

- Harassment
- Human Resource Database
- Joint Administration and Dispute Resolution Committee
- Suspension and Discharge Grievance Resolution
- Jurisdiction Dispute Resolution Process
- Contract Training and Marketing Society
- Prior Learning Assessment
- Program Transfers and Mergers
- Registry of Laid Off Employees
- Targeted Labour Adjustment
- Labour Adjustment Fund
- Joint Committee on Benefits Administration
- Provincial Salary Scale
- Secondary Scale Adjustment
- Article 6.1.7
- Disability Benefits

### **13.4**

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

## **ARTICLE 14 - TERM**

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

## **ARTICLE 15 - INTERNATIONAL EDUCATION**

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

### **15.1 General**

- (a) Employee participation in international education is voluntary.
- (b) Subject to Article 15.1(d) below, the terms and conditions of the Collective Agreement will apply.
- (c) The employer will meet and review the terms and conditions for each assignment outside Canada and the U.S. with the employee participating in an international education project.

- (d) Should an international education project require interpretation of the workload provisions in the Collective Agreement, the employer will apply to the employee such workload terms as are equivalent to those workload terms that would normally apply.
- (e) The employer will convene an annual review session for the employees participating under this article to enable the employees to share experiences and identify problems and solutions. The employer will ensure that minutes of these meetings are recorded and provided to the union.

## **15.2 Expenses**

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

## **15.3 Health and Welfare Benefits**

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

### **Limitations:**

- (a) Dental expenses incurred will be reimbursed based on the British Columbia fee schedule in effect under the employer's group policy.
- (b) Benefit coverage will not extend beyond the date the policy or any benefits terminate with the employer's insurance carrier.
- (c) The employer will supply travel medical insurance.
- (d) When employees are working in countries where payment for medical services may require cash payment, employees will submit their claim to the insurance carrier for reimbursement of such expenses. The employer will advance monies as such instances if there is an anticipated delay from the insurance carrier.
- (e) An employee will be referred to the employer's Human Resources departments to clarify the benefit and travel medical insurance coverage.
- (f) The Parties agree that this Article 15.3 – Health and Welfare Benefits – shall govern the terms and conditions for employees who are required to travel to the U.S. to perform assigned work pursuant to the employee's collective agreement.

## **15.4 Emergencies and Emergency Evacuation**

- (a) The employer will provide an employee with 24 hour contact number(s), e-mail address(es) or fax number(s) to ensure the timely referral of an emergency to a responsible employer official who will make every effort to assist in the satisfactory resolution of an apprehended or actual emergency for the employee.
- (b) The employer will consult with the appropriate Canadian government departments and the embassy or consulate in the country where employees are working to determine the appropriate procedures should evacuation become necessary. The employer will ensure that this information is made available to the employee in advance of travel. A copy of this information will be provided to the union at the same time.



- (c) If necessary, the employer will contract with local specialists with respect to the safety of employees, their families and companions.
- (d) In the event of an emergency, the employee will immediately contact the appropriate employer official for assistance and direction. The employee has the right to leave the area if s/he reasonably apprehends that his/her health or safety is in danger. The expenses incurred in the satisfactory resolution of an emergency or emergency evacuation of an employee will be the responsibility of the employer. Those additional expenses incurred in the satisfactory resolution of an emergency or emergency evacuation of an employee's family or companion(s) will be initially paid by the employer and then reimbursed to the employer by the employee on a mutually agreed basis.

## **15.5 Orientation and Return**

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

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

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

## **15.6 Application**

Article 15 shall apply to local unions as follows:

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

- (a) That it agrees to retain the existing local International Education language without any changes, or
- (b) That it chooses to adopt the International Education language of this Article 15.

**15.6.2** Article 15 shall apply to any local union whose collective agreement expiring March 31, 2004 did not include local provisions on International Education.

## **ARTICLE 16 - HEALTH AND SAFETY EQUIPMENT**

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

**APPENDIX A**  
**PROVINCIAL SALARY SCALE**

Step	April 1, 2003 To March 31, 2004	April 1, 2004 To March 31, 2005	Not later than August 1, 2005 To March 31, 2006	April 1, 2006 STEP	April 1, 2006 To March 31, 2007
			See Note 1		See Notes 2, 3 and 4
				1	\$76,480 <i>\$1,530</i> \$78,010
1	\$73,257	\$73,257	\$73,257 <i>\$1,465</i> \$74,722	2	\$73,257 <i>\$1,465</i> \$74,722
2	\$68,238	\$68,238	\$68,238 <i>\$1,365</i> \$69,603	3	\$68,238 <i>\$1,365</i> \$69,603
3	\$65,445	\$65,445	\$65,445 <i>\$1,309</i> \$66,754	4	\$65,445 <i>\$1,309</i> \$66,754
4	\$63,048	\$63,048	\$63,048 <i>\$1,261</i> \$64,309	5	\$63,048 <i>\$1,261</i> \$64,309
5	\$60,651	\$60,651	\$60,651 <i>\$1,213</i> \$61,864	6	\$60,651 <i>\$1,213</i> \$61,864
6	\$58,254	\$58,254	\$58,254 <i>\$1,165</i> \$59,419	7	\$58,254 <i>\$1,165</i> \$59,419
7	\$55,857	\$55,857	\$55,857 <i>\$1,117</i> \$56,974	8	\$55,857 <i>\$1,117</i> \$56,974
8	\$53,460	\$53,460	\$53,460 <i>\$1,069</i> \$54,529	9	\$53,460 <i>\$1,069</i> \$54,529
9	\$51,063	\$51,063	\$51,063 <i>\$1,021</i> \$52,084	10	\$51,063 <i>\$1,021</i> \$52,084
10	\$48,666	\$48,666	\$48,666 <i>\$ 973</i> \$49,639	11	\$48,666 <i>\$ 973</i> \$49,639

- *Italicized notes denotes stipends*

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

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

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

Note #4: The difference between the 1.5% increase on April 1, 2006 and the increase of the first year total wage compensation of the BCGEU/BC Government Master Agreement shall be applied to the top step of the scale effective April 1, 2006. Such application shall be made as soon as practicable and applied retroactively.

## **APPENDIX B**

### **LIST OF INVESTIGATORS**

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

Rebecca Frame  
Maureen Headley  
Hanne Jensen  
Catherine Sullivan

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

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

# APPENDIX C

## DISPUTE REFERRAL FORM

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

<b>EMPLOYER</b>	COLLEGE/INSTITUTE	
	CONTACT PERSON	
	ADDRESS	
	PHONE	FAX
		EMAIL

<b>UNION</b>	COLLEGE/INSTITUTE	
	CONTACT PERSON	
	ADDRESS	
	PHONE	FAX
		EMAIL

ARTICLE OF AGREEMENT IN DISPUTE:	
COPY OF THIS REFERRAL GIVEN TO LOCAL PARTIES? <input type="checkbox"/> NO <input type="checkbox"/> YES      DATE: _____	
STATEMENT OF ISSUE(S) IN DISPUTE:	
<div style="height: 150px;"></div>	
Signature: _____	Title: _____

FOR JADRC USE ONLY	
DATE RECEIVED:	DATE CIRCULATED:
JOINT STATEMENT RECEIVED:	
UNION STATEMENT RECEIVED:	EMPLOYER STATEMENT RECEIVED:
FILE NUMBER ASSIGNED: #	REFERRED TO ARBITRATOR:

## **APPENDIX D**

### **LIST OF ARBITRATORS**

The following arbitrators are to be chosen in rotation as referenced in 3.2.4 and 3.2.6:

Bob Blasina  
Joan Gordon  
Judith Korbin  
Don Munroe

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

**APPENDIX E1**

**REGISTRY OF LAID OFF EMPLOYEES - FORM 1**

**PSEA ELECTRONIC POSTING OF AVAILABLE POSITIONS**

0. (For PSEA use only)
1. College/University College/Institute and Location:
2. Job Title:
3. Area/Program/Discipline(s):
4. Job Description:
5. Minimum and Preferred Qualifications:
6. Start Date:
7. Close Date:
8. Contact Person and Address:

**APPENDIX E2**

**REGISTRY OF LAID OFF EMPLOYEES - FORM 2**

**PSEA REGISTRY OF ELIGIBLE EMPLOYEES**

0. (For PSEA use only:)
1. College, University College, Institute:
2. Registrant:
3. Service Date (length of service):
4. Program/Area:
5. Date of Availability (Lay-off or End of Contract):

Registrant Electronic Resume available at:

College/University College/Institute Contact Person:

College/University College/Institute Contact Phone Number:

Bargaining Unit Contact Person:

Bargaining Unit Contact Phone Number:

Information Release Waiver for the purposes of the Freedom of Information and Protection of Privacy:

I agree that the above personal information including my Resume (if available) can be made available to prospective Institutional Employers and Union via the internet or other means.

Signature of Registrant

Date

## APPENDIX F

### MEDICAL TRAVEL REFERRAL BENEFIT

Benefit Summary	
Deductible Amount:	None
Benefit Amount:	100% of eligible expenses
Individual Maximum:	\$10,000 per year
Coverage Limitations:	<ul style="list-style-type: none"> <li>➤ \$125 per day for a maximum of 50 days per calendar year for all eligible expenses combined;</li> <li>➤ Where an Employer requires it, receipts must be submitted with the expense claim;</li> <li>➤ Where the eligible expenses exceed \$125 per day, but do not exceed the average of \$125 per day for the year, the average will be paid. For example, where the expenses claimed in a given calendar year are \$150 day 1, \$125 day 2 and \$160 day 3, a total of \$375 will be paid. Where the expenses claimed in a given calendar year are \$150 day 1, \$75 day 2 and \$300 day 3, a total of \$375 will be paid;</li> <li>➤ Coverage will not be provided for travel and expenses incurred outside of BC except where the cost of travel to Alberta is less than the required travel within BC;</li> <li>➤ Referral must be made by a physician to a specialist (a physician whose specialized services and treatments routinely performed are those that general practitioners do not perform).</li> </ul>

List of Eligible Expenses	
<b>Medical Travel</b>	<p>When ordered by the attending physician because in his/her opinion adequate medical treatment is not available within a 100 kilometer radius of the employee's home campus, the following are included as eligible expenses:</p> <ul style="list-style-type: none"> <li>➤ Public transportation (e.g. scheduled air, rail, bus, taxi and/or ferry);</li> <li>➤ Automobile use as set out in the policy or collective agreement (as applicable) of employee's institution</li> </ul>
<b>Accommodation:</b>	Where transportation has been provided as outlined above, accommodation in a commercial facility, Easter Seal House, Heather House, Vancouver Lodge, Ronald McDonald House, or other similar institutions as approved by the administrator, before and after medical treatment
<b>Meals:</b>	Where transportation has been provided above, reasonable and customary expenses for meals as set out in the policy or collective agreement (as applicable) of the employee's institution
<b>Attendant:</b>	Where necessary, and at the request of the attending physician, transportation and accommodation of an attendant (e.g. family member or registered nurse) in connection with expenses incurred under items 1 and 2 above

#### Superior Benefits

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



<b>Exclusions</b>	
<b>No benefit shall be payable for:</b>	<ul style="list-style-type: none"> <li>➤ Charges which are considered an insured service of any provincial government plan;</li> <li>➤ Charges which are considered an insured service under the extended health plan, or any other group plan in force at the time;</li> <li>➤ Charges for a surgical procedure or treatment performed primarily for beautification, or charges for hospital confinement for such surgical procedure or treatment;</li> <li>➤ Charges for medical treatment, transport or travel, other than specifically provided under eligible expenses;</li> <li>➤ Charges not included in the list of eligible expenses;</li> <li>➤ Charges for services and supplies which are furnished without the recommendation and approval of a physician acting within the scope of his/her license;</li> <li>➤ Charges which are not medically necessary to the care and treatment of any existing or suspected injury, disease or pregnancy;</li> <li>➤ Charges which are from an occupational injury or disease covered by any Workers' Compensation legislation or similar legislation;</li> <li>➤ Charges which would not normally have been incurred but for the presence of this coverage or for which the employee or dependent is not legally allowed to pay;</li> <li>➤ Charges which the administrator is not permitted, by any law to cover;</li> <li>➤ Charges for dental work where a third party is responsible for payments of such charges;</li> <li>➤ Charges for bodily injury resulting directly or indirectly from war or act of war (whether declared or undeclared), insurrection or riot, or hostilities of any kind;</li> <li>➤ Charges for services and supplies resulting from any intentionally self-inflicted wound;</li> <li>➤ Charges for experimental procedures or treatment not approved by the Canadian Medical Association or the appropriate medical speciality society;</li> <li>➤ Charges made by a physician for travel, broken appointments, communication costs, filling in forms, or physician's supplies.</li> </ul>

<b>Claims Adjudication</b>	
<b>To claim benefits, the employee or dependent must:</b>	<ul style="list-style-type: none"> <li>➤ Submit original receipts or photocopies of receipts if accompanied by an explanation of benefits from another carrier, and a claim form;</li> <li>➤ Provide explanation and proof to support the claim including itemized bills and the attending physician's statement that the referral to the location where treatment was received was medically necessary;</li> <li>➤ Provide explanation and proof to support the claim that an attendant (if any) was necessary and made at the request of an attending physician.</li> </ul>

## **APPENDIX G**

### **DENTAL PLAN**

The nine-month limitation applies to 1) polishing, 2) the application of fluoride, and 3) the recall itself. The nine-month limitation does not apply to scaling; any current scaling limits in dental contracts apply.

The process for an individual faculty employee to have his/her teeth cleaned more frequently than every 9 months as provided by Article 9.2.1 (d) is as follows:

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

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

## APPENDIX H

### DEFERRED SALARY LEAVE APPLICATION, AGREEMENT, AND APPROVAL FORM

I have read and I understand the terms and conditions of Article 7.12 of the Common Agreement and the provisions of the Okanagan College Deferred Salary Leave Plan. I agree to participate in the Plan subject to its rules and on the following specific conditions:

Enrolment Date: My enrolment in the Plan shall become effective \_\_\_\_\_, 20\_\_\_\_

Year of Leave: I propose to commence my leave \_\_\_\_\_, 20\_\_\_\_, upon the approval of the employer, for a period of \_\_\_\_\_ months (up to one year)

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

First Year \_\_\_\_\_%

Second Year \_\_\_\_\_%

Third Year \_\_\_\_\_%

Fourth Year \_\_\_\_\_%

Number of additional year(s) \_\_\_\_\_

Percentage per additional year \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

The employer hereby approves the above noted employee's participation in the Deferred Salary Leave Plan

\_\_\_\_\_  
Signature of Employer

\_\_\_\_\_  
Date

## **LETTER OF UNDERSTANDING 1**

### **JOINT ADMINISTRATION DISPUTE RESOLUTION COMMITTEE OPERATIONAL REVIEW**

The Joint Administration Dispute Resolution Committee will review its own procedures and protocols to ensure operational efficiency and effectiveness. This will be completed by a date determined by JADRC.

**LETTER OF UNDERSTANDING 2**  
**EMPLOYEE SECURITY AND REGULARIZATION**

The following bargaining units exercised the option to amend their regularization provisions under Article 6.1.4 of the 1998 Common Agreement:

Camosun College BCGEU Unit #701  
Faculty Association of the College of New Caledonia  
College of the Rockies Faculty Association  
University College of the Cariboo Faculty Association  
Kwantlen Faculty Association  
Malaspina Faculty Association  
Malaspina University College BCGEU Unit #702  
Okanagan University College Faculty Association  
Okanagan University College BCGEU Unit #707  
University College of the Fraser Valley Faculty and Staff Association  
Northern Lights College BCGEU Unit #710  
Northwest Community College BCGEU Unit #712

Article 6.1 will be continued and will provide the parameters for regularization for those bargaining units listed above that are Parties to the renewed 2001 Common Agreement.

### **LETTER OF UNDERSTANDING 3**

#### **CAPS ON PLACEMENT ON SALARY GRID**

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

**LETTER OF UNDERSTANDING 4**  
**RESPECTFUL WORKING ENVIRONMENT**

**1. Preamble**

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

**2. Mandate**

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

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

**3. Local Joint Process**

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

**4. Expiry of this Letter**

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

## **LETTER OF UNDERSTANDING 5**

### **COMMON FACULTY PROFESSIONAL DEVELOPMENT FUND**

#### **1. Purpose**

- 1.1. The Common Faculty Professional Development Fund is in support of various types of professional development activities. Such professional development is for the maintenance and development of the faculty members' professional competence and effectiveness. The purpose is to assist faculty to remain current and active in their discipline and program. The fund is not meant to replace any existing development or educational funds.

#### **2. Process**

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

#### **3. Fund**

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



## **LETTER OF UNDERSTANDING 6**

### **JOINT REVIEW PROCESS OF HEALTH AND WELFARE BENEFITS (ARTICLE 9.2 & 9.3)**

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

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

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

#### **Receipt of Reports and Recommendations**

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

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

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

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

#### **Funding**

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