



April 1, 2001

to

March 31, 2004

## **Collective Agreement**

**B.C.G.E.U.**

**2001 – 2004 COLLECTIVE AGREEMENT**

BETWEEN:

**OKANAGAN UNIVERSITY COLLEGE**

(hereinafter called "OUC")

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 University 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 University 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.



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**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 OUC, 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 "Human Rights Act 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 OUC**

2.01 Except as otherwise provided in this Agreement, OUC or its delegated officers have exclusive control over the management, supervision and administration of OUC 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 OUC and such other instructional personnel as may be designated by the appropriate authority in a certificate of bargaining for B.C. 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

OUC 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 OUC or its representatives which may conflict with the terms of this Agreement.

3.04 No Discrimination for Union Activity

OUC 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 OUC in writing of such appointments or elections. OUC shall recognize Stewards and shall not discriminate against them for Steward activities. The Union and OUC 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 OUC duties of the Steward.

3.06 Bulletin Boards

OUC 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 OUC 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 3.6)

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- (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.

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3.09

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(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 OUC;
- (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. OUC 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 OUC 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 OUC.

3.10 New Technical Information

OUC 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 OUC.

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

5.01 OUC 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. OUC 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 OUC 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 OUC 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) OUC 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 OUC is obliged to deduct any amount under clause 5.01, the Union must advise OUC 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 OUC signed by the President of the BCGEU.

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

- 6.01 OUC 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) OUC 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 - OUC-UNION RELATIONS (REFERENCE COMMON AGREEMENT ARTICLE 3.6)**7.01 Representation

No employee or group of employees shall undertake to represent the Union at meetings with OUC without the proper authorization of the Union. To implement this, the Union shall supply OUC with the names of its officers; and similarly OUC 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 OUC of its appointees to this Committee.

7.03 Union Access to OUC Premises

OUC agrees that access to its premises shall be granted to members of the Union staff when negotiating with OUC, as well as for the purpose of investigating and assisting in the settlement of a grievance. For these purposes, OUC 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 OUC 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 OUC 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 OUC 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.

**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(i).

- (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 OUC, 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 OUC. This time period may be extended by OUC 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 five consecutive months between successive non-regular appointments.
- (4) An employee on a non-regular appointment with a full-time workload may be required by OUC to obtain an Instructor's Diploma, the time limit for acquisition is at the discretion of OUC.

#### 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 five consecutive months 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 OUC 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. OUC 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 prorated 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. OUC 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 OUC. Employees may continue their health and welfare benefits during the time they are not receiving a salary from OUC provided they reimburse OUC 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 OUC 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 paycheque.
- (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 OUC 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 12 consecutive months 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 OUC shall appoint employees in accordance with Article 8.
- 9.02 OUC shall require each candidate for appointment to sign an appointment form, which shall be an offer of appointment to OUC, 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 OUC's offer, and OUC 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 OUC 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 OUC 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 OUC 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 OUC, 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 OUC 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 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.
- 11.09 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.
- 11.10 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.
- 11.11 Secondment
- (1) Secondment is a full-time leave from a position covered by this collective agreement to a position within OUC 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 OUC 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 3.4)

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 OUC 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 OUC committees; attendance at articulation meetings; representing OUC 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 OUC 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 OUC 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 fiscal 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 curriculum development/professional development time in consultation with the Department Chair for approval by the designated supervisor.
  - (iv) To facilitate the scheduling of CD/PD time for regular employees, OUC shall establish a "Replacement Bank" to cover the cost of replacement instructors. A total of 500 days will be allocated to the bank each fiscal year by OUC. 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 fiscal 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

OUC 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. OUC agrees to have salaries deposited to each employee's bank, credit union or trust company account in the OUC 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.

Deleted: \*

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 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 1/01</u>	<u>April 1/02</u>
Diploma in Technology or equivalent	Step 13	Step 10
Bachelor's Degree, Trades Qualification, or equivalent	Step 12	Step 9
Master's Degree	Step 11	Step 8
Doctoral Degree	Step 10	Step 7

**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 OUC, 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 OUC 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 OUC 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 OUC 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 12 months.
- (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 OUC, subject to clauses 8.03 and 8.04.

**ARTICLE 17 - DISTANCE EDUCATION COURSES**

17.01

When OUC 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, 2001	\$289.00
April 1, 2002	\$295.00
April1, 2003	\$301.00

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

April 1, 2001	\$144.00
April 1, 2002	\$147.00
April 1, 2003	\$150.00

- (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, 2001	\$ 64.00
April 1, 2002	\$ 65.00
April 1, 2003	\$ 66.00

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

April 1, 2001	\$ 50.00
April 1, 2002	\$ 51.00
April 1, 2003	\$ 52.00

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

April 1, 2001	\$ 45.00
April 1, 2002	\$ 46.00
April 1, 2003	\$ 47.00

#### **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 OUC matters.
- (3) Assist the designated supervisor with the development and implementation of departmental, faculty and OUC 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 OUC 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 OUC 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 OUC, 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 OUC, 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 OUC.

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 OUC 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, OUC 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 OUC, or are re-employed by OUC 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 16% 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. OUC 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 OUC 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 OUC, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and OUC.

21.06 Vacation Relief

Where vacation relief is required, employees shall, subject to the needs of the programs and courses concerned, be given the opportunity to relieve other employees in higher paid classifications. The qualifications of relief instructors available shall be the main criterion applied in assigning appointments under this section.

**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. OUC may require the employee to have their physician complete OUC's Illness and Injury Report, and to forward the completed report to the OUC 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 ARTICLE 7.7)

- (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 OUC

The employee shall make every reasonable effort to inform OUC 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 OUC. Immediately after the close of each calendar year, each employee shall receive a record from OUC 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 OUC 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. OUC 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 OUC 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 OUC 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 OUC shall be deemed to be terminated, except as expressly provided in clause 22.12 (1), unless an extension is agreed to by OUC.

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 OUC. The following conditions shall apply:

- (1) OUC 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 OUC 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 OUC. In this case, health and welfare benefits and pension coverage will not be maintained by OUC.

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

23.01 OUC and the Union will jointly participate in the administration of a mutually acceptable Employee Assistance Program for employees on regular appointments. OUC 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 OUC.

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 OUC, 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 OUC 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 OUC because of extenuating circumstances.

25.04 OUC 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 OUC 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 OUC 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.
- (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) OUC 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). OUC 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) OUC 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, OUC shall continue to pay health and welfare benefits as detailed under clause 26.01 or this Agreement provided:

- (1) the employee reimburses OUC 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 OUC shall be promptly complied with by all employees, provided, however, that OUC 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 OUC 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 OUC'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, 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 7.9)**

- 30.01 OUC 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 OUC.
- 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, OUC agrees to retain the employee on the OUC 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 7.8)**

- 32.01 OUC 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 - SPECIAL LEAVE**

33.01 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 (1) OUC 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 OUC. 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 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 OUC President.

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

34.01 OUC 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 OUC shall be eligible to apply for professional development leave and financial assistance.

34.04 Professional development leave may be granted by OUC 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 OUC and the employee.
  - (2) Contributions for employee benefits shall be continued during the leave period by OUC 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) two percent (2%) of the salaries of the employees covered by this Article which shall be provided by OUC;
    - \*
    - (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 OUC 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 OUC 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 7.10)**

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 OUC 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 OUC 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 OUC 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) OUC 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 OUC, 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 OUC because of extenuating circumstances.

36.02 Employees on non-regular appointments with a full-time workload may be required by OUC to obtain the Instructor's Diploma; the time limit for acquisition is at the discretion of OUC.

- 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 OUC agrees to pay the full cost of any courses of instruction, required by OUC, 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 OUC.

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

- 39.01 OUC and the Union agree that original articles, technical papers, information reports, instructional notes prepared by the employee within the course of their duties for OUC shall be retained by OUC. OUC 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 OUC 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 OUC 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 OUC 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 OUC may, upon application by the employee, grant an extension to the limit.
- 40.02 "Transferring" Defined
- An employee will be considered as transferring when OUC reassigns the employee to a different OUC 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 OUC.
- 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

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

40.07 Cost of Connections and Alterations

OUC 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 OUC. Costs for alteration to drapes and carpets shall also be paid by OUC.

40.08 Legal Fees

OUC 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 OUC President, or designate, to attend a meeting or to travel on OUC business shall receive reimbursement for actual meal expenses up to a maximum of \$40.25 (with receipts) or \$25.00 (without receipts) per full day effective April 1, 2001, 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>April 1, 2001</u>	<u>With Receipts</u>	<u>Without Receipts</u>
Breakfast	9.25	5.50
Lunch	11.00	6.75
Dinner	20.00	12.75



- (2) In addition to the meal allowances permitted pursuant to 41.01 (1), employees shall be entitled to claim a maximum of \$30.00 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 OUC'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 OUC business shall be paid a travel allowance of:

Effective April 1, 2001	\$0.40 per kilometre
Effective April 1, 2002	\$0.41 per kilometre
Effective April 1, 2003	\$0.42 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 OUC business..

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

42.02 During working hours, OUC 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 OUC centres, campuses, or locations on OUC business shall, subject to the prior approval of the OUC 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 OUC so reimburses an employee, the employee shall normally use their personal motor vehicle for travel on OUC business requiring a motor vehicle.

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

43.01 Legislation

OUC 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

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

43.06 Sanitary Conditions

OUC 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 OUC Vehicles and Equipment

It is to the mutual advantage of both OUC and the employee that employees shall not operate OUC 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 OUC 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 OUC.

43.11 Pollution Control

OUC 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 OUC 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 OUC's other certified bargaining units or Administrators' Association.

43.13 Video Display Terminals

When employees' major duties require them to work regularly with video terminals, then:

- (1) Pregnant employees shall have the option not to continue working directly with video display terminals.
- (2) When a pregnant employee chooses not to work directly with video display terminals, if other work is available within this bargaining unit, for which the employee is qualified, the employee shall be re-assigned work.
- (3) Where work re-assignment is not possible, a regular employee will be considered to be on leave of absence without pay until the employee qualifies for maternity leave.

**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 OUC. Employees shall be consulted and allowed a reasonable choice of style.

44.02 Cleaning

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

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 6.6)**

45.01 OUC 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 OUC 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 OUC and employees that employees be reassigned to another job or removed from OUC locations during an investigation of conduct. Reassignment or removal will be at the discretion of OUC. 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 OUC.

47.03 Abandonment of Position

An employee who fails to report for duty for 10 consecutive working days without informing OUC 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 OUC.

47.04 Censures

Whenever OUC 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, OUC shall, within 10 working days after the censure, give 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 OUC 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.
- (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. OUC 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 OUC, 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 OUC has identified the specific areas of reduction and has given written notice to the Union, a Joint Committee consisting of two representatives named by OUC 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 OUC 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, OUC 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 OUC centre to a different OUC 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) OUC 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 OUC 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 OUC 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, OUC shall offer to those regular 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 OUC for two years or more shall, if re-employed by OUC 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 OUC 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 OUC, 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 OUC 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 OUC following termination, the employee shall refund to OUC that portion of severance pay which exceeds one month's salary for each month of layoff.

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

49.01 OUC 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 OUC. Such retraining shall be provided by OUC 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 OUC agrees:
- (1) that it will not seek indemnity against an employee whose actions result in the liability of OUC 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-OUC 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 OUC and the Union recognize the right of all employees to work in an environment free from harassment. OUC, 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 University 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 OUC 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 OUC'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 OUC 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 OUC 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 OUC 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 OUC 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) OUC 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 OUC, 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 Associate Vice-President, Human Resources (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 Associate Vice-President, Human Resources (or designate).
- (3) Within 14 working days of receiving the grievance at Step 2, the Associate Vice-President, Human Resources (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 Associate Vice-President, Human Resources (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 OUC 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 3.3)

In the case of a grievance arising from an employee's dismissal or suspension, pursuant to clause 47.04, 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, OUC 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) OUC agrees that after a grievance has been initiated by the Union, OUC'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 OUC Initiated Grievances

It is recognized that grievances may be initiated by OUC. Settlement of OUC 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 OUC 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 2001.

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, 2003, but in any event, no later than midnight December 31, 2003.
- (2) Where no notice is given by either party prior to December 31, 2003, both parties shall be deemed to have been given notice under this clause by December 31, 2003, 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 OUC shall be given by OUC 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 University College has caused the name and seal of Okanagan University College Board hereto in the presence of the Chairman and the President of the University 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 \_\_\_\_day\_of \_\_\_\_\_2001.

**Signed on behalf of the Employer:**

**Signed on behalf of the Union:**

\_\_\_\_\_  
J.W.George Ivany  
Chair, Board of Governors  
Okanagan University College Board

\_\_\_\_\_  
George Heyman  
President  
B.C. Government and Service Employees' Union

\_\_\_\_\_  
Kathryn Bindon  
President  
Okanagan University College

\_\_\_\_\_  
Randy Dewar  
Chairperson, Vocational Instructors Bargaining Unit  
B.C. Government and Service Employees' Union

\_\_\_\_\_  
Richard Roy  
Associate Vice-President, Human Resources  
Okanagan University College

\_\_\_\_\_  
Anne Macnab  
A/Staff Representative  
B.C. Government and Service Employees' Union

Dated: \_\_\_\_\_



## **APPENDIX A - TRAINING PROGRAMS**

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

### **DEVELOPMENTAL PROGRAMS**

Adult Basic Education  
 Adult Special Education  
 English as a Second Language

### **OFFICE ADMINISTRATION**

Office Administration  
 Legal Secretary  
 Medical/Dental Receptionist  
 Medical Secretary Program

### **TRADES**

Apprenticeship Programs  
 - Automotive Body Repair  
 - Automotive Service Technician  
 - Automotive Painting and Refinishing  
 - Carpentry  
 - Cooking  
 - Recreation Vehicle Technician

Entry Level Training  
 - Automotive Collision Repair/Painting and Refinishing  
 - Automotive Mechanics  
 - Carpentry/Joinery  
 - Heavy Duty/Commercial Transport Mechanics  
 - Culinary Arts  
 - Recreation Vehicle Technician

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

### **HEALTH**

Certified Dental Assistant  
 Human Service Worker  
 Home Support/Resident Care Attendant  
 Practical Nursing  
 Occupational First Aid  
 Rehabilitation Assistant  
 Early Childhood

### **HOSPITALITY SERVICES**

Travel Counsellor

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

**APPENDIX B**  
**SALARY SCALES**

**Effective April 1, 2001**

(REFERENCE COMMON AGREEMENT APPENDIX A)

	<u>2001/02</u>	<u>2002/03</u>	<u>2003/04</u>
1	66,504	71,000	73,257
2	64,436	66,512	68,238
3	62,587	64,162	65,445
4	60,791	61,812	63,048
5	59,047	59,462	60,651
6	57,352	57,112	58,254
7	55,706	54,762	55,857
8	54,107	52,412	53,460
9	52,554	50,062	51,063
10	51,046	47,712	48,666
11	49,581		
12	48,158		
13	46,776		

Notes: \$3,166 added to step 1 in April 1, 2002, and an additional \$900 added to step 1 in April 1, 2003 as a Market Adjustment.

Scale Movement April 1, 2002:	13 to 10
(funded by Labour Adjustment)	12, 11 to 9
	10 to 8
	9, 8 to 7
	7 to 6
	6 to 5
	Rest unchanged

**APPENDIX B**  
**SALARY SCALES**

**EFFECTIVE APRIL 1, 2001**

(REFERENCE COMMON AGREEMENT APPENDIX A)

	<b><u>Annual</u></b>	<b><u>Bi-Weekly</u></b>	<b><u>Hourly</u></b>
1	66,504	2,557.85	42.63
2	64,436	2,478.31	41.31
3	62,587	2,407.19	40.12
4	60,791	2,338.12	38.97
5	59,047	2,271.04	37.85
6	57,352	2,205.85	36.76
7	55,706	2,142.54	35.71
8	54,107	2,081.04	34.68
9	52,554	2,021.31	33.69
10	51,046	1,963.31	32.72
11	49,581	1,906.96	31.78
12	48,158	1,852.23	30.87
13	46,776	1,799.08	29.98

**APPENDIX B**  
**SALARY SCALES**

**EFFECTIVE APRIL 1, 2002**

**(REFERENCE COMMON AGREEMENT APPENDIX A)**

	<b><u>Annual</u></b>	<b><u>Bi-Weekly</u></b>	<b><u>Hourly</u></b>
1	71,000	2,730.77	45.51
2	66,512	2,558.15	42.64
3	64,162	2,467.77	41.13
4	61,812	2,377.38	39.62
5	59,462	2,287.00	38.12
6	57,112	2,196.62	36.61
7	54,762	2,106.23	35.10
8	52,412	2,015.85	33.60
9	50,062	1,925.46	32.09
10	47,712	1,835.08	30.58

**APPENDIX B**  
**SALARY SCALES**

**EFFECTIVE APRIL 1, 2003**

(REFERENCE COMMON AGREEMENT APPENDIX A)

	<b><u>Annual</u></b>	<b><u>Bi-Weekly</u></b>	<b><u>Hourly</u></b>
1	73,257	2,817.58	46.96
2	68,238	2,624.54	43.74
3	65,445	2,517.12	41.95
4	63,048	2,424.92	40.42
5	60,651	2,332.73	38.88
6	58,254	2,240.54	37.34
7	55,857	2,148.35	35.81
8	53,460	2,056.15	34.27
9	51,063	1,963.96	32.73
10	48,666	1,871.77	31.20

**LETTER OF UNDERSTANDING # 1**  
**ADULT BASIC EDUCATION CO-ORDINATOR**

1. The responsibilities of the A.B.E. Co-ordinator shall include any or all of the following:
  - (a) Under the direction of the A.B.E. Department Chair:
    - i) Assumes a facilitation role to ensure the smooth operation of the A.B.E. program in the Centre.
    - ii) Ensures that placement procedures are conducted, results are evaluated and communicated to students, agencies, or the admissions office, as appropriate.
    - iii) Provides information needed for planning, staff workloads, and assignments to the Department Chair.
  - (b) Ensures that agencies, the public and students are aware of the test dates.
  - (c) Maintains a liaison with appropriate agencies in the respective communities.
  - (d) Disseminates information to the Centre A.B.E. staff and feeds opinions and information back to the A.B.E. Department Chair.
  - (e) Forwards requests to the A.B.E. Department Chair for advertising and provides the appropriate information needed to complete the task.
2. The A.B.E. 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 1st in any given year.
3. The position of A.B.E. Coordinator shall be posted internally only; there shall be a competition for the position; only employees on regular appointments in the A.B.E. Department shall be eligible to apply for the position of A.B.E. 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.B.E. program.
5. An A.B.E. Co-ordinator going on leave of absence for more than four months shall yield his/her post as A.B.E. Co-ordinator.

**Signed on behalf of the Employer:**

**Signed on behalf of the Union:**

\_\_\_\_\_  
 J.W.George Ivany  
 Chair, Board of Governors

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

Okanagan University College Board

B.C. Government and Service Employees' Union

**(LETTER OF UNDERSTANDING # 1)**

**Signed on behalf of the Employer:**

**Signed on behalf of the Union:**

\_\_\_\_\_  
Kathryn Bindon  
President  
Okanagan University College

\_\_\_\_\_  
Randy Dewar  
Chairperson, Vocational Instructors Bargaining Unit  
B.C. Government and Service Employees' Union

\_\_\_\_\_  
Richard Roy  
Associate Vice-President, Human Resources  
Okanagan University College

\_\_\_\_\_  
Anne Macnab  
A/Staff Representative  
B.C. Government and Service Employees' Union

Dated: \_\_\_\_\_

**LETTER OF UNDERSTANDING # 2**

**WORKLOAD**

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

**Signed on behalf of the Employer:**

**Signed on behalf of the Union:**

\_\_\_\_\_  
J.W.George Ivany  
Chair, Board of Governors  
Okanagan University College Board

\_\_\_\_\_  
George Heyman  
President  
B.C. Government and Service Employees' Union

\_\_\_\_\_  
Kathryn Bindon  
President  
Okanagan University College

\_\_\_\_\_  
Randy Dewar  
Chairperson, Vocational Instructors Bargaining Unit  
B.C. Government and Service Employees' Union

\_\_\_\_\_  
Richard Roy  
Associate Vice-President, Human Resources  
Okanagan University College

\_\_\_\_\_  
Anne Macnab  
A/Staff Representative  
B.C. Government and Service Employees' Union

Dated: \_\_\_\_\_



**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 OUC President or an incumbent President advises the OUC 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 OUC 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 OUC President or OUC 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 is 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 OUC 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 OUC 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 OUC, 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 OUC 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 OUC 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 University 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

OUC 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:**

**Signed on behalf of the Union:**

\_\_\_\_\_  
J.W. George Ivany  
Chair, Board of Governors  
Okanagan University College Board

\_\_\_\_\_  
George Heyman  
President  
B.C. Government and Service Employees' Union

\_\_\_\_\_  
Kathryn Bindon  
President  
Okanagan University College

\_\_\_\_\_  
Randy Dewar  
Chairperson, Vocational Instructors Bargaining Unit  
B.C. Government and Service Employees' Union

\_\_\_\_\_  
Richard Roy  
Associate Vice-President, Human Resources  
Okanagan University College

\_\_\_\_\_  
Anne Macnab  
A/Staff Representative  
B.C. Government and Service Employees' Union

Dated: \_\_\_\_\_

**LETTER OF UNDERSTANDING # 4****CODE OF CONDUCT FOR BCGEU INSTRUCTOR / STUDENT RELATIONS**

Okanagan University 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:**

\_\_\_\_\_  
 J.W.George Ivany  
 Chair, Board of Governors  
 Okanagan University College Board

**Signed on behalf of the Union:**

\_\_\_\_\_  
 George Heyman  
 President  
 B.C. Government and Service Employees' Union

\_\_\_\_\_  
 Kathryn Bindon  
 President  
 Okanagan University College

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 Randy Dewar  
 Chairperson, Vocational Instructors Bargaining Unit  
 B.C. Government and Service Employees' Union

**(LETTER OF UNDERSTANDING # 4)**

**Signed on behalf of the Employer:**

**Signed on behalf of the Union:**

\_\_\_\_\_  
Richard Roy  
Associate Vice-President, Human Resources  
Okanagan University College

\_\_\_\_\_  
Anne Macnab  
A/Staff Representative  
B.C. Government and Service Employees' Union

Dated: \_\_\_\_\_

**LETTER OF UNDERSTANDING # 5****PRIOR LEARNING ASSESSMENT**

1. In accordance with clause 4.1 of the Common Agreement, 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. To this end, assessors will be identified in each department participating in PLA. The appropriate assessor will undertake the actual assessment of the work presented or completed by the student applicant for PLA credit.
2. OUC acknowledges that prior learning assessment work undertaken by a member of BCGEU Vocational Instructors is to be integrated and form part of the employee's workload, as defined in the local collective agreement. However, at this point, OUC has insufficient experience to provide a reliable basis for including PLA assessment as part of a workload formula, but is desirous of attaining that objective when the level of activity increases to the point of providing a satisfactory database for doing so.
3. As an interim measure, where workload credit is not practicable, OUC will remunerate PLA assessments done by current employees based on the number of hours required to perform those assessments. The rate of payment shall be at the employee's current step on the salary scale for each hour of work, unless the work is performed by a full-time employee. When a full-time employee performs prior learning assessment work, overtime rates in accordance with clause 13.02(6) shall apply.
4. The number of hours required for an assessment shall be mutually agreed upon in advance between the assessor, the department chair and the designated supervisor. It is expected to vary based on the type or complexity of the assessment process.
5. The terms of this Letter of Understanding will be reviewed by the parties no later than March 31, 2004 with a view to identifying an appropriate way of including PLA provisions in the workload formula.

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

\_\_\_\_\_  
 J.W.George Ivany  
 Chair, Board of Governors  
 Okanagan University College Board

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 George Heyman  
 President  
 B.C. Government and Service Employees' Union

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 Kathryn Bindon  
 President  
 Okanagan University College

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 Randy Dewar  
 Chairperson, Vocational Instructors Bargaining Unit  
 B.C. Government and Service Employees' Union

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 Richard Roy  
 Associate Vice-President, Human Resources  
 Okanagan University College

\_\_\_\_\_  
 Anne Macnab  
 A/Staff Representative  
 B.C. Government and Service Employees' Union

Dated: \_\_\_\_\_

**LETTER OF UNDERSTANDING # 6**

**COLLECTIVE AGREEMENT REVIEW**

It is the desire of the parties to facilitate a mechanism and process to compare the terms and seek opportunities for parity between the Vocational Instructors and the Faculty Association Agreements prior to March 31, 2004.

**Signed on behalf of the Employer:**

**Signed on behalf of the Union:**

\_\_\_\_\_  
J.W.George Ivany  
Chair, Board of Governors  
Okanagan University College Board

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George Heyman  
President  
B.C. Government and Service Employees' Union

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Kathryn Bindon  
President  
Okanagan University College

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Randy Dewar  
Chairperson, Vocational Instructors Bargaining Unit  
B.C. Government and Service Employees' Union

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Richard Roy  
Associate Vice-President, Human Resources  
Okanagan University College

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Anne Macnab  
A/Staff Representative  
B.C. Government and Service Employees' Union

Dated: \_\_\_\_\_



**LETTER OF UNDERSTANDING # 7**

**OUC COURSES**

OUC and BCGEU will conduct a review of its present policy on OUC employees' participation in OUC courses.

The purpose of the review is to facilitate accessibility to OUC courses. This review will be completed by September 1, 2002.

**Signed on behalf of the Employer:**

**Signed on behalf of the Union:**

\_\_\_\_\_  
J.W.George Ivany  
Chair, Board of Governors  
Okanagan University College Board

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George Heyman  
President  
B.C. Government and Service Employees' Union

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Kathryn Bindon  
President  
Okanagan University College

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Randy Dewar  
Chairperson, Vocational Instructors Bargaining Unit  
B.C. Government and Service Employees' Union

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Richard Roy  
Associate Vice-President, Human Resources  
Okanagan University College

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Anne Macnab  
A/Staff Representative  
B.C. Government and Service Employees' Union

Dated: \_\_\_\_\_

**LETTER OF UNDERSTANDING # 8**

**PENSIONABLE SERVICE BUY BACK**

OUC and BCGEU will jointly pursue funding opportunities from Provincial and Federal funding agencies, both employee and employer share providing there is no additional cost to OUC, to enable employees to buy back pensionable service.

**Signed on behalf of the Employer:**

**Signed on behalf of the Union:**

\_\_\_\_\_  
J.W.George Ivany  
Chair, Board of Governors  
Okanagan University College Board

\_\_\_\_\_  
George Heyman  
President  
B.C. Government and Service Employees' Union

\_\_\_\_\_  
Kathryn Bindon  
President  
Okanagan University College

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Randy Dewar  
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B.C. Government and Service Employees' Union

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Richard Roy  
Associate Vice-President, Human Resources  
Okanagan University College

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Anne Macnab  
A/Staff Representative  
B.C. Government and Service Employees' Union

Dated: \_\_\_\_\_

**LETTER OF UNDERSTANDING # 9**

**RETIREE ACCESS**

OUC shall develop a policy giving retirees access to OUC libraries, gymnasiums and other facilities. Retirees will be responsible for any extra costs.

**Signed on behalf of the Employer:**

**Signed on behalf of the Union:**

\_\_\_\_\_  
J.W.George Ivany  
Chair, Board of Governors  
Okanagan University College Board

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George Heyman  
President  
B.C. Government and Service Employees' Union

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Kathryn Bindon  
President  
Okanagan University College

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Randy Dewar  
Chairperson, Vocational Instructors Bargaining Unit  
B.C. Government and Service Employees' Union

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Richard Roy  
Associate Vice-President, Human Resources  
Okanagan University College

\_\_\_\_\_  
Anne Macnab  
A/Staff Representative  
B.C. Government and Service Employees' Union

Dated: \_\_\_\_\_

**Bargaining Committee****Representing OUC:**

Richard Roy - Chairperson  
Zack Dhaliwal - Board Representative  
Eleanor James - Committee Member  
Jayne Brooks - Committee Member  
Bob Adams - Committee Member  
Dawn Pannell - Recording Secretary

**Representing the BCGEU:**

Liz Woods - Staff Representative/Spokesperson  
Anne Macnab - A/Staff Representative/Spokesperson  
Randy Dewar - Bargaining Unit Chairperson  
Jim McCormack - Committee Member  
Edie Stolwijk - Committee Member  
Dan Chetner - Committee Member