

**COMMON AGREEMENT**

SOURCE	uma		
EFF.	98	04	01
TERM.	01	03	31
NO. OF EMPLOYEES	450		
NUMBER D'EMPLOYES	29		

between

The Employers' Bargaining Committee

on behalf of member institutions ratifying this Common Agreement

and

The Provincial Bargaining Council

on behalf of the trade unions ratifying this Common Agreement

October 23, 1998

**LIST OF THE COMMON PARTIES**

Employers' Bargaining Committee on behalf of:

College of New Caledonia, College of the Rockies, Capilano College, Douglas College, Justice Institute of BC, Kwantlen University College, Langara College, Malaspina University College, North Island College, Northern Lights College, Northwest Community College, Okanagan University College, Selkirk College, University College of the Cariboo, University College of the Fraser Valley, Vancouver Community College.

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

Academic Workers' Union (CIEA Local 11), BC Government and Service Employees' Union (BCGEU), Faculty Association of the College of New Caledonia (CIEA Local 3), College of the Rockies Faculty Association (CIEA Local 6), Camosun College Faculty Association (CIEA Local 12), Capilano College Faculty Association (CIEA Local 1), Cariboo College Faculty Association (CIEA Local 2), Douglas College Faculty Association (CIEA Local 4), Kwantlen College Faculty Association (CIEA Local 5), Langara Faculty Association (CIEA Local 14), Malaspina College Faculty Association (CIEA Local 8), Marine Training Faculty Association (CIEA Local 13), North Island College Faculty Association (CIEA Local 16), Okanagan University College Faculty Association (CIEA Local 9), Selkirk College Faculty Association (CIEA Local 10), University College of the Fraser Valley Faculty and Staff Association

(CIEA Local 7), Vancouver Community College Faculty Association (CIEA Local 15).

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## **DEFINITIONS**

"Agreement" or "Common Agreement" means this Agreement reached between the Employers and the Provincial Bargaining Council and its constituent bargaining units as described in the Protocol signed February 24, 1998.

"collective agreement" means the combination of provisions of the Common Agreement

with local provisions that constitute a collective agreement between an institution and a local union.

"employee" means a person employed within a bargaining unit represented by a union participating in the Provincial Bargaining Council ratifying the common agreement.

"employer(s)" or "employer" means institutions ratifying the Agreement.

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

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

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

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

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

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

"ministry" means the Ministry of Advanced Education, Training and Technology.

"Parties" or "common parties" means the employers and unions identified in the Protocol Agreement of February 24, 1998 that have ratified this Agreement.

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

"Provincial Bargaining Council" means a council of the BC Government and Service Employees' Union (BCGEU) and the College Institute Educators Association (CIEA) formed for the purpose of negotiating this Agreement.

"ratification" means the acceptance by an institution and a local union of the terms of the Common Agreement pursuant to the protocol of February 24, 1998.

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

## **ARTICLE 1 PREAMBLE**

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

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

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

### **1.2 Future Legislation**

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

### **1.3 Conflict with Policies**

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

### **1.4 Singular and Plural**

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

## **ARTICLE 2 HARASSMENT**

### **2.1 Statement of Commitment**

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

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

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

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

## 2.2 Definitions

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

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

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

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

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

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

## 2.3 Procedures

### 2.3.1 Mediation

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

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

- a. the local parties will discuss the nature of the complaint and agree upon who will conduct the mediation;
- b. the mediation process and resolution will be kept strictly confidential by all participants;
- c. where a resolution is reached, the complainant and the alleged harasser must agree in

- writing to the resolution and the matter will then be considered concluded;
- d. no record of the mediation except the written agreed resolution will be placed on an employee's file. The written resolution will be removed from the employee's file after 12 months unless there has been a subsequent complaint of harassment against the employee within the 12 month period.

### **2.3.2 Investigation**

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

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

The appointment of an investigator does not preclude that investigator from mediating the dispute where possible.

Any complaint of harassment will be kept confidential except as is necessary to investigate and resolve the issue.

### **2.3.3 Terms of Reference of the Investigator**

- a. The purpose of the investigator will be to ascertain facts.
- b. All persons quoted in the investigation will be named.
- c. The Institution, the complainant, the alleged harasser and the union will each receive a copy of the investigator's report as well as the Employer's written determination as outlined in Article 2.4 below.
- d. The report will not be introduced as evidence or have standing in any arbitration, or other legal procedure. This does not preclude the Parties from reaching an Agreed Statement of Fact based upon facts in the report in preparation for an arbitral proceeding.
- e. Reliance on Report of Third Party Investigator

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

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

- f. The investigator will not be compellable as a witness in any arbitration or other legal procedure which may result from the investigation.
- g. The investigator will conclude her/his work within ten days of appointment, and will render a report within a further five days.
- h. The investigator may, as part of her/his report, make recommendations for resolution of the complaint.
- i. The investigator's report will not be placed on an employee's file.

## **2.4 Findings**

**2.4.1** The Employer will make a written determination based upon the facts and recommendation, if any, within 10 working days of the receipt of the Investigator's report,

**2.4.2** The determination will:

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

## **2.5 Rights of the Parties**

These procedures may not be used where a complainant has filed a complaint under the Human Rights Code.

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

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

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

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

## **2.7 Local Discussion**

The local parties will meet within 30 days of ratification of this Agreement to review the administration and other aspects of the application of this article including issues arising under 2.8 below. The local parties may refer any differences over the administration or application of this article to JADRC for resolution.

## **2.8 Relation to Other Agreements**

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

# **ARTICLE 3 EMPLOYER/UNION RELATIONS**

## **3.1 Human Resources Database**

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

The Parties agree to provide and support the accumulation and dissemination of available data to the Centre for Education Information Standards and Services, or some other mutually agreed upon organization. The Parties may undertake joint projects for the comparative analysis of such data.

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

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

- a. Health and Welfare



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

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

### **3.2.1 Formation and Composition**

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

### **3.2.2 Operation**

JADRC will meet as often as required to review outstanding matters but at least every two (2) months. A quorum for making any decision is a minimum of six (6) representatives with equal representation from the employers and the Provincial Bargaining Council. JADRC will ensure its own procedures and protocols. All decisions of JADRC will be mutual decisions between the parties and will be recorded or confirmed in writing.

### **3.2.3 Purpose**

The purpose of JADRC is to:

- a. Assist the employers and the Provincial Bargaining Council in the administration of collective agreements.
- b. Provide a forum for dialogue between the parties to this Agreement respecting issues impacting labour relations.
- c. Provide a means for resolving local disputes over the implementation and application of this Agreement.
- d. Appoint an umpire(s) for each of:
  - i. Jurisdictional Disputes Resolution process
  - ii. Suspension and Discharge Dispute Resolution
  - iii. Joint Dispute Resolution
- e. Develop strategies to reduce arbitration and related costs.

### **3.2.4 Agreement Dispute Resolution Procedure**

- a. When the local parties identify an issue in dispute, they will attempt to resolve that issue locally.
- b. Any resolution by local parties is without prejudice or precedent for the Agreement.

- c. Either party may refer a dispute in relation to the interpretation, application, operation or alleged violation of this Agreement to JADRC by filing a written referral containing the following information:
  - i. The name of the institution and the contact information for the employer' representative
  - ii. The name of the union and the contact information for the union's representative
  - iii. The article of the Agreement to which the dispute pertains
  - iv. Notification that a copy of the referral has been provided to the union or the employer as the case may be.
- d. At the direction of JADRC, the local parties will submit:
  - i. A statement of the issue(s) in dispute
  - ii. A joint statement of agreed facts
  - iii. Individual statements of facts that are in dispute
  - iv. The position(s) of each party.
- e. JADRC will make a binding decision within thirty (30) calendar days of referral or refer the matter to the umpire.
- f. The umpire will schedule and conclude a hearing into the dispute within sixty (60) calendar days of receiving notice from JADRC of her or his appointment on the matter. However, it is understood that the actual number of hearing days will not exceed three (3) days unless otherwise agreed by JADRC or as directed by the umpire.
- g. Presentation to the umpire will be made by the Parties' representatives on JADRC.
- h. The umpire will issue a binding decision resolving the issue within fifteen (15) calendar days of the conclusion of the hearing.
- i. Each party to JADRC will be responsible for its own costs except that the cost of the umpire will be shared between them.

### 3.2.5 Interpretative Assistance

- a. Local parties may agree to submit jointly a brief statement of facts regarding the application, interpretation, operation or alleged violation of a local collective agreement. The submission should briefly state the issues in dispute, the positions of the parties, the base documents, the relevant section(s) of the collective agreement or policy relied upon, and the remedy sought.
- b. JADRC shall, within thirty (30) calendar days of receipt of an agreed statement of facts, submit a recommendation for resolution or refer the matter back to the local parties.
- c. The referral of an issue in dispute to JADRC does not suspend or delay the local grievance/arbitration or other process unless the local parties agree to such a delay or suspension pending a recommendation from JADRC.

### 3.2.6 Local Agreement Disputes

- a. Local parties may, by written agreement, refer a grievance over the interpretation, application or administration of the local agreement to the umpire for binding decision as a voluntary alternative to the local arbitration procedure.
- b. The referral will be made by written notice to JADRC. The role of JADRC is to facilitate expeditious resolution of the matter through the umpire. When referring a grievance under (a) above, the following information shall be provided:
  - i. The name of the institution and the contact information for the employer's representative.
  - ii. The name of the union and contact information for the union's representative.
  - iii. The article of the Agreement to which the dispute pertains.
  - iv. Notification that a copy of the referral has been provided to the union, or the employer as the case may be.
- c. At the discretion of JADRC the local parties will submit:
  - i. A statement of the issue(s) in dispute.
  - ii. A joint statement of agreed facts.
  - iii. Individual statements of facts that are in dispute.

- iv. The position(s) of each party.
- d. This matter will be scheduled and heard by the umpire within sixty (60) calendar days of referral to JADRC.
- e. The umpire shall render a final and binding written decision within fifteen (15) calendar days of the conclusion of the hearing.
- f. The local parties shall each present their case before the umpire without the use of outside counsel.
- g. The umpire has authority to order such pre-hearing disclosure.
- h. The umpire has authority to act as a mediator provided such action does not delay a binding decision as provided in this section.
- i. Each local party will be responsible for its own cost except that the cost of the umpire will be shared between them.

### 3.3 Suspension and Discharge Grievance Resolution

#### 3.3.1 Purpose

The employers **and** the unions recognize that suspension of an employee or the discharge of an employee is a serious matter. Employees are entitled to a full and fair hearing of any grievance regarding suspension or discharge. All parties benefit from a procedure that is perceived as providing fair treatment for employees and that addresses their potential liability.

The purpose of this Article is to establish an expeditious process for resolution of suspension or discharge grievances as a voluntary alternative to existing arbitration procedures.

#### 3.3.2 Procedure

- a. Either **an** employer or a union may elect to resolve a grievance respecting the suspension or discharge of an employee covered by this Agreement through this process as **an** alternative to the process established by their local agreement by providing a written referral to JADRC within thirty (30) calendar days of completion of the local grievance procedure. The sole role of JADRC is to facilitate this process.
- b. The written referral to JADRC will provide the following information:
  - i. The name of the institution and the contact information for the employer's representative.
  - ii. The name of the union and the contact information for the union's representative.
  - iii. The date of the suspension or discharge and the name of the individual(s) disciplined.
  - iv. Notification that a copy of the referral has been provided to the union or the employer as the case may be.
- c. JADRC will refer the dispute to an umpire within ten (10) calendar days of receipt of referral.
- d. The local parties will submit to the umpire:
  - i. A statement of the issue(s) in dispute.
  - ii. A joint statement of agreed facts.
  - iii. Individual statements of facts that are in dispute.
  - iv. The position(s) of each party.
- e. The umpire has the authority to order pre-hearing disclosure.
- f. The umpire will schedule and conclude a hearing into the dispute within twenty-eight (28) calendar days of receiving notice from JADRC of her or his appointment on the matter. It is understood that the actual number of hearing days will not exceed three (3) days unless otherwise agreed by the local parties or as directed by the umpire.
- g. The umpire will issue a binding decision within fifteen (15) calendar days of the conclusion of the hearing.
- h. The umpire may, at the request of either party or at her or his own discretion, act as a mediator in advance of the hearing provided that such action does not alter the timelines established in this Article.
- i. The decision of the umpire is final and binding on the parties except as provided in section

99 (1) of the Labour Relations Code.

- j. Each local party will be responsible for its own cost except that the cost of the umpire will be shared by the local parties.

### **3.4 Jurisdictional Dispute Resolving Process**

#### **3.4.1 Preamble**

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

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

#### **3.4.2 Process**

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

### **3.5 Contract Training and Marketing Society**

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

### 3.5.2 Objectives of the Contract Training & Marketing Society

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

### 3.5.3 Structure of the Contract Training & Marketing Society

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

Six (6) directors appointed by the Council of Chief Executive Officers and six (6) directors appointed by the Provincial Bargaining Council and one member appointed by the Ministry of Advanced Education, Training and Technology

- c. Membership Activities:

Approval of the annual business plan of the Society

- d. Director Activities:

Supervise and report the activities of the Society

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

#### **3.5.4 Administration**

- a. To assist in advancing the goals of the Contract Training and Marketing Society, members of the Society will be responsible:
  - i. to participate along with representatives of the Parties in training initiatives of the CTM
  - ii. to assist with the development of an effective communication method at the local level
- b. Parties to this Agreement will advise the CTM of:
  - i. the names of institutional and bargaining unit members
  - ii. the names of the designate responsible for the signing of a waiver of any specific article of a collective agreement required to facilitate activities of CTM
- c. CTM will send copies of invitations to tender and final contracts to the member(s) under 3.5.3 (a) (i) above at affected institution(s) and to a designated representative of each of PSEA, CIEA and the BCGEU
- d. Any disputes concerning the application of these provisions will be referred expeditiously to JADRC. The Parties commit to deal with these matters in a timely fashion so as not to impede the goals of the Society

#### **3.5.5 Funding**

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

#### **3.5.6 Performance of Certain Work**

Unless mutually agreed otherwise by the affected local parties, when the Society secures contract training work for an institution with local parties to this Agreement, that work will be delivered by bargaining unit members covered by this Agreement at the institution.

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

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

An employee whose assigned work schedule would prevent her/him from attending meetings of a college committee to which s/he has been elected or appointed, will be granted a leave of absence

from her/his regular duties without loss of pay or other entitlements to attend such meeting(s).

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

### **3.6.2 Union Leave**

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

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

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

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

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

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

### **3.6.3 Additional Union Leave Without Pay**

A bargaining unit may purchase additional release time at replacement costs. Such leaves will not be unreasonably withheld.

## **ARTICLE 4 PRIOR LEARNING ASSESSMENT**

### **4.1 Definition**

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

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

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

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

Prior learning assessment work undertaken by an employee covered by this Agreement will be

integrated into and form part of the employee's workload as workload is defined in the employee's collective agreement.

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

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

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

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

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

### **5.1 Copyright Ownership**

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

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

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

- a. have been hired or agrees to create and produce copyrightable work product for the institution, or
- b. are given release time from usual duties to create and produce copyrightable work product, or
- c. are paid, in addition to their regular rate of pay, for their time in an appointment to produce copyrightable work product.

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

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

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

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

### **5.4 Joint Review**

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



## ARTICLE 6 JOB SECURITY

### 6.1 Employee Security and Regularization

#### 6.1.1 Intent

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

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

#### 6.1.2 Definitions

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

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

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

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

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

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

#### 6.1.3 Parameters for Employee Security and Regularization

- a. Employee security and regularization provisions include those relating to:
  - i. creating, posting and filling new positions and posting and filling vacant positions
  - ii. the types of appointment categories contained in the collective agreement
  - iii. the entitlements of regular and/or non-regular employees to continued appointment, access to additional work, and/or to health and welfare benefits based on time worked and/or seniority
  - iv. the circumstances under which a non-regular employee may be entitled to convert to or otherwise become a regular employee
  - v. requirements for notice of layoff or reduction in workload, including requirements relating to the timing of layoff notice
  - vi. requirements relating to the accumulation of severance and the condition for payment of severance
- b. Amendments to existing employee security and regularization provisions must include:

- i. (1) entitlement to regularization after a period of time worked of at least two consecutive appointment years of work at a workload of fifty (50%) percent or greater for each of two (2) consecutive appointment years and where there is a reasonable expectation of ongoing employment for which the employee is qualified at a workload of at least fifty (50%) percent or greater for two semesters in the next appointment year.

or

(2) entitlement to regularization after the employee has performed a workload at least one hundred and twenty (120%) percent of an annualized workload over at least two (2) consecutive years and there is a reasonable expectation of an ongoing workload assignment for which the employee is qualified, of at least fifty (50%) percent on an annualized basis over the immediately subsequent appointment year

- ii. requirements that an employee receive a satisfactory evaluation prior to regularization. An employee will be deemed to have received a satisfactory evaluation if one has not been undertaken by the employer. The employer may evaluate a non-regular employee at least once each 12 month period and the employee may request an additional evaluation not more often than once in each 12 month period.
- c. In developing revised employee security and regularization provisions, local parties and/or JADRC and/or the arbitrator must consider the effects of any conversion from non-regular to regular status, including:
  - i. entitlement to confirmation of appointment as a regular employee
  - ii. requirements for a probationary period post-conversion of at least twelve months
  - iii. accumulation of regular seniority and severance entitlement related to appointment to regular status
  - iv. rights of regular employees to new or additional work for which they are qualified both within and outside a department or functional area, and the operational implications of such rights
  - v. limitations on concurrent regular appointment at more than one institution
  - vi. cost implications of any entitlement that may be derived from work or appointment in more than one campus, centre or geographic limitation
  - vii. relationship of work performed by bargaining unit members in continuing and/or community education to any entitlement to consideration for conversion
  - viii. the right of the employer to create, post and fill a new position or to post and fill a vacant position
  - ix. educational implications for requirements to teach upper level degree courses and/or non-degree courses
  - x. implications for existing appointment types
  - xi. the cost implications for the employer of any changes and the impact on student access, employees and services

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

- a. Within fifteen (15) working days of ratification of this Agreement, a local bargaining unit must advise the local employer in writing either
  - i. that it agrees to retain the existing local employee security and regularization provisions without any changes, or
  - ii. that it wishes to commence the process for amending existing local provisions respecting employee security and regularization through the processes established in this article.
- b. Where the local bargaining unit advises the employer under (a) above, of its intention to commence the processes for amending the existing local employee security and regularization provisions, the parties will commence discussions forthwith.
- c. The purpose of these local party discussions is to amend local collective agreement provisions respecting employee security and regularization as necessary to satisfy the intent

- of this article and within the parameters established in 6.1.3 above.
- d. Local discussions must conclude no later than April 30, 1999. The results of local discussions may be:
- i. An agreement to:
    - (1) amend existing provisions respecting employee security and regularization effective by April 1, 2000, or
    - (2) maintain the current local collective agreement provisions respecting employee security and regularization
  - ii. Referral to JADRC for resolution of issues on which agreement has not been reached no later than June 30, 1999.

### 6.1.5 JADRC Resolution of Disputes

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

- a. agree on a resolution of the issues submitted to it by the local parties no later than September 30, 1999, in which event the decision will be binding upon those local parties, **or**
- b. where JADRC is unable to reach agreement it will submit its differences to Donald R. Munroe by October 31, 1999, or such other person as mutually agreed on, acting as sole arbitrator of the issues submitted to him/her.

### 6.1.6 Jurisdiction

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

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

## 6.2 Program Transfers And Mergers

### 6.2.1 Notice of Program Transfer / Merger

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

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

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

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

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

### **6.2.3 Disputes**

Grievances arising prior to the transfedmerger date remain the responsibility of the sending institution.

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

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

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

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

- a. Institutions are encouraged to use the Registry for the posting of all available positions.
- b. Institutions will post on the Registry all employment opportunities of half-time or more and longer than three months in duration that are available to applicants beyond those employed by the institution by completing the PSEA Electronic Posting of Available Positions form (Appendix B1 - Form 1).
- c. Postings will be removed from the Registry and archived to the database one week after the closing by the institution that entered the posting.
- d. Employers may elect to include job postings of positions from institutions not covered by this Agreement.
- e. All employees covered by this Agreement may access the electronic registry of job postings for purposes of review.
- f. Unions, employers and eligible employees have the right to access the information on the Registry.

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

- a. Employees covered by this Agreement are eligible **for** listing on the Registry if they are Employees who have received notice of layoff or have been laid off and are either:
  - i. regular employees with one (1) calendar year of service working at fifty (50%) percent workload or greater, as defined in the applicable local agreement, or
  - ii. non-regular employees with two (2) calendar years of service working at fifty (50%) percent workload or greater, as defined in the applicable local agreements.
- b. Employees who meet the service requirements of (1) above and have not had appointments renewed are eligible for listing on the Registry.
- c. Length of Listing: An employee listed on the Registry may continue to be listed until the earlier of:
  - i. recall or re-appointment to equivalent employment at the institution from which the person was laid off or was not re-appointed
  - ii. obtaining equivalent employment as a result of being listed on the Registry

- iii. the expiration of the employee's recall rights or two (2) years from the date of registration, whichever is later
- d. Implementation
  - i. An employee applies for listing through his/her Employee Relations Department by completing the PSEA Registry of Eligible Employees form (Appendix B2 - Form 2).
  - ii. The institution will immediately forward the completed form to the PSEA who will list eligible employees on the Registry.
  - iii. A registrant is responsible to ensure that the information on the Registry is current and to notify immediately the Employer and the local union if s/he is no longer available for employment through the Registry.
- e. Employees Not Eligible

Employees are not eligible for listing on the Registry if they have:

- i. had their employment terminated for just and reasonable cause;
- ii. accepted early retirement, or
- iii. voluntarily resigned their employment.

### 6.3.3 Applying for Available Positions

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

### 6.3.4 Rights for Registrants

- a. Entitlement for Interview

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

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

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

applicant shall carry his or her seniority to that new institution for all purposes other than severance accrual.

- iv. Relocation Costs for Registrants: Relocation costs for successful applicants who change residence as a result of the hiring that are supported by proper proof of expenditures within ninety (90) days of commencing employment, will be paid by the hiring institution in accordance with its relocation policies and practices for the position for which the registrant was hired. If funding is available, the costs will be reimbursed to the hiring institution from the Labour Adjustment Fund.
- v. Recall and Repayment: An employee hired from the Registry who is recalled by an institution and returns to work at that institution will repay relocation costs received from the institution that hired him or her in accordance with its relocation policies and practices for the position for which the registrant was hired.

## 6.4 Targeted Labour Adjustment

### 6.4.1 Employer Commitments

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

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

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

If a work force reduction is necessary, the Joint Labour Management Committee will canvas employees in a targeted area or other areas over a fourteen (14) day period, or such longer time as the joint labour management committee agrees, to find volunteer solutions that provide as many viable options as possible and minimize potential layoffs.

### 6.4.2 Menu of Labour Adjustment Strategies

To minimize layoffs, the following menu of labour force adjustment strategies will be considered and whenever reasonably possible, offered by institutions at the appropriate time in the employee reduction process set out in each institution's local collective agreement(s):

- a. Job sharing.
- b. Reduced hours of work through partial leaves.
- c. Transfers to other areas within the bargaining unit subject to available work and meeting qualifications, with minimal training required.
- d. Paid and unpaid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.
- e. Voluntary severance with up to twelve (12) months' severance payment.
- f. Workload averaging.
- g. Purchasing past pensionable service. If permissible the employer will match a minimum of three years' contributions to the College Pension Plan where an employee opts for early retirement.
- h. Combined pension earnings and reduced workload to equal 100% of regular salary.
- i. Early retirement incentives pursuant to local collective agreements.
- j. Agreed secondment.
- k. Retraining.
- l. Trial retirement.
- m. Continuation of health and welfare benefits.
- n. Combinations and variations of the above or other alternatives.

### **6.4.3 Layoffs May Occur**

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

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

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

## **6.5 Labour Adjustment Fund**

The parties agree to request the Ministry of Advanced Education, Training and Technology to maintain a Labour Adjustment Fund for the benefit of all employees and institutions covered by this Agreement.

The purpose of the fund is to accommodate the needs of the employees and institutions in achieving targeted labour adjustments at an institution.

The parties recommend that the Ministry consult with them on the eligibility requirements for an institution to gain access to the Fund.

## **6.6 Contracting Out**

### **6.6.1 Additional Limitation on Contracting Out**

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

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

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

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

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

## **ARTICLE 7 LEAVES**

### **7.1 Preamble**

All references within the leave provisions of this Agreement include heterosexual, common-law and

same sex partners. References to family include spouse, child, siblings, parents, parents-in-law, grandparents and any other person living in the same household who is dependent upon the employee.

## **7.2 General Leave**

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

## **7.3 Seniority Accrual**

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

## **7.4 Retention of Status**

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

## **7.5 Benefits While on Leave**

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

## **7.6 Bereavement Leave**

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

## **7.7 Compassionate or Family Illness Leave**

An employee will be granted leave of absence for up to five (5) days per year without loss of pay or benefits for compassionate reasons or because of family illness. Additional compassionate or family illness leave may be granted by the employer.

## **7.8 Jury Duty and Court Appearances**

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

## **7.9 Public Duties**

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

**7.9.2** An employer will grant a leave of absence without pay to an employee:



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

## 7.10 Exchange Leave

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

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

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

## 7.11 Deferred Salary Leave

Each employer ratifying this Agreement will continue or establish a deferred salary leave plan consistent with Regulations issued by Revenue Canada under the *Income Tax Act*.

# ARTICLE 8 PARENTAL LEAVE

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

## 8.2 Leave taken under this provision shall commence

**8.2.1** for the birth mother, immediately after the end of the leave taken under the pregnancy leave provisions unless the employer and the employee agree otherwise.

**8.2.2** for a birth father, after the child's birth and within fifty-two (52) weeks of the birth.

**8.2.3** for an adopting parent, within fifty-two (52) weeks after the child is placed with the parent.

## 8.3 Benefits Continuation

**8.3.1** The employer will maintain coverage for medical, extended health, dental, group life and long term disability benefits for leaves taken under this clause and will pay the employer's portion of premiums.

**8.3.2** An employee who returns to work following a parental leave shall retain the seniority the employee had attained prior to the leave and shall accrue seniority for the period of leave.

**8.3.3** An employee who returns to work following a parental leave, shall be placed in the position the employee held prior to the leave or in a comparable position.

**8.3.4** An employee who has taken leave under this provision is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken.

**8.3.5** Where the proposed commencement of the leave or return to work does not coincide with the instructional calendar the local parties will negotiate mutually acceptable dates.

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

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

#### **9.1.1 Committee Established**

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

#### **9.1.2 Committee Mandate**

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

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

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

#### **9.1.3 Savings**

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

#### **9.1.4 Constraints**

The Joint Committee on Benefits will not make any changes to the plan provisions that would increase the costs of health and welfare benefits for individual employers or reduce plan provisions without the agreement of the parties to this Agreement.

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

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

### **9.2 Specific Benefit Improvements**

#### **9.2.1 Benefit Improvements**

In recognition of the continuing health and welfare benefit efficiency savings achieved following the 1995/96 Framework Agreement and as a result of PSEA and union initiatives, the following benefits will be changed during the life of this agreement:

- a. Employer Paid Premiums

All health and welfare benefits that are currently co-insured at Selkirk College will be employer paid (not including employee-paid LTD) effective January 1, 1999.

b. Extended Health Benefits

Extended Health Benefit changes to be effective January 1, 1999:

- i. Total lifetime coverage level will be unlimited
- ii. Reimbursement level on claims will be 95%; where existing reimbursement provisions in a local agreement exceed ninety-five (95%) percent, the existing local provision will remain in force.
- iii. Hearing Aid benefit claims will be to a maximum of \$600 every five years
- iv. Medical Travel Referral benefit will be improved by increasing the per diem benefit for service and supplies not covered by the Medical Services Plan of BC to \$125 per day for up to fifty (50) days.
- v. Health and welfare benefits coverage will cease on the day that an employee's employment terminates.

c. Group Life and Accidental Death and Dismemberment Insurance

Effective January 1, 1999, Group Life and Accidental Death and Dismemberment benefits each shall be set at three times the employee's annual salary.

d. Dental Plan

Effective January 1, 1999, amendment of Plan A that includes revision of cleaning of the teeth (prophylaxis and scaling) every nine months except dependent children (up to age 19) and those with gum disease and other dental problems as approved by the Plan.

### 9.2.2 Joint Committee on Benefits Administration Improvements

The following benefits will be changed effective thirty (30) days after the date that ongoing savings to pay for this benefit are realized as a result of initiatives of the Joint Committee on Benefit Administration or such later date as agreed by the Committee:

- a. Extended Health
  - i. Reimbursement level on claims shall be one hundred (100%) percent
  - ii. Vision care benefit claims shall be to a maximum of \$300 every two (2) years
- b. Dental
  - i. Major restorative Services (Plan B) shall be reimbursed at a level of eighty percent (80%)
  - ii. Orthodontics (Plan C) will be reimbursed to all members and dependants at a level of sixty percent (60%) up to a lifetime maximum of \$3,500.

### 9.2.3 Flexible Benefit Plan Impact

Existing flexible benefits plan default levels of coverage shall be increased, where necessary, to match the benefit levels established in 9.2.1 and 9.2.2.

## 9.3 Benefit Improvements Effective April 1, 2000 at Malaspina University College and the University College of the Cariboo

All health and welfare benefits that are currently co-insured at Malaspina University College and University College of the Cariboo, will be employer paid, not including employee-paid LTD, effective April 1, 2000 as a charge to the settlement of this Agreement.

## ARTICLE 10 PENSIONS

### 10.1 Mandatory Enrolment

Enrolment in the College Pension Plan shall be as set out by the *Pension (College) Act*.

### 10.2 Existing Employees

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

## ARTICLE 11 EARLY RETIREMENT INCENTIVE

### 11.1 Definition

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

### 11.2 Eligibility

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

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

### 11.3 Incentive Payment

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

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

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

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

## **ARTICLE 12 SALARIES**

### **12.1 Provincial Salary Scale**

The revised Provincial Salary Scale will be effective April 1, 2000 and is attached as Appendix A.

### **12.2 Secondary Scale Adjustment**

**12.2.1** Effective April 1, 2000, all steps on secondary scales will be increased by 2.1% percent.

**12.2.2** Despite 12.2.2 above, local parties may elect to revise secondary scales to the extent possible within a weighted average 2.1% salary increase.

### **12.3 University College of the Fraser Valley**

The Staff Salary Scale, as revised February 1, 1998 at the University College of the Fraser Valley, will be increased by 2.1% (subject to agreement pursuant to 12.2 above) effective April 1, 2000.

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

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

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

**13.3** The following articles are not subject to 13.1 above:

- o Harassment
- o Human Resource Database
- o Joint Administration and Dispute Resolution Committee
- o Suspension and Discharge Grievance Resolution
- o Jurisdiction Dispute Resolution Process
- o Contract Training and Marketing Society
- o Prior Learning Assessment
- o Program Transfers and Mergers
- o Registry of Laid Off Employees
- o Targeted Labour Adjustment Fund



- o Labour Adjustment Fund
- o Joint Committee on Benefits Administration
- o Provincial Salary Scale
- o Secondary Scale Adjustment
- o Article 6.1.7

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

## **ARTICLE 14 TERM**

This Agreement shall be in effect from April 1, 1998 to March 31, 2001, and shall continue in force until the renewal of this Agreement.

## **APPENDIX A SALARY GRID**

<b>Step</b>	<b>Current Scale</b>	<b>April 1, 2000</b>
1	63,400	65,200
2	61,900	63,173
3	60,400	61,360
4	58,900	59,599
5	57,400	57,889
6	55,900	56,227
7	54,400	54,614
8	52,900	53,046
9	51,400	51,524
10	49,900	50,045
11	48,400	48,609
12	46,900	47,214
13	45,400	45,859
14	43,900	

## **APPENDIX B1**

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

**PSEA ELECTRONIC POSTING OF AVAILABLE POSITIONS**

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

**APPENDIX B2**

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



### PSEA REGISTRY OF ELIGIBLE EMPLOYEES

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

Registrant Electronic Resume available at:

College/University College/Institute Contact Person:

College/University College/Institute Contact Phone Number:

Bargaining Unit Contact Person:

Bargaining Unit Contact Phone Number:

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

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

Signature of Registrant                      Date

## LETTER OF UNDERSTANDING 1

### SECONDARY SCALE REVISIONS - OUC and UCC

1. Effective April 1, 2000, the salary of an employee on the following secondary scales will qualify to move to a salary range on the Provincial Salary Scale except as noted in 3 below:
  - (a) University College of the Cariboo
  - (i) Secondary Grid - Instructor 1

Upward movement on the Provincial Salary Scale for an employee is barred at grid level six (6) until the employee qualifies for unrestricted movement to the Provincial Scale within the current language in the collective agreement affecting faculty at the University College of the Cariboo.

(ii) Secondary Grid - Lab Demo/Instructional Assistant

Upward movement on the Provincial Salary Scale for these employees is barred at grid level ten (10).

(b) Okanagan University College

(i) Secondary Grid - Lab Instructors

Upward movement on the Provincial Salary Scale for these employees is barred at grid level six (6).

2. Where an individual employee's current secondary scale salary qualifies for movement to a salary on the Provincial Salary Scale, the employee will move on to the common grid at an equivalent salary. Where the employee's salary is not equivalent to a salary on the Provincial Salary Scale, the employee will move to the step on the Provincial Salary Scale that is higher but closest to the employee's current salary on the secondary scale.
3. Where the current salary of an employee on the secondary grid is not within one secondary scale increment of the lowest step of the Provincial Salary Scale, that employee will receive the lesser of an additional one step increase on the secondary scale or an increase necessary to be on step 13 of the Provincial Salary Scale, effective April 1, 2000.

## LETTER OF UNDERSTANDING 2

### SECONDARY SCALE REVISIONS - CNC

1. Effective April 1, 2000, Secondary Scales 1, 2/3, and 4 at the College of New Caledonia will be increased by five (5%) percent.
2. Effective upon ratification, employees on the Non-Regular seniority list at September 30, 1998 with a workload of fifty (50%) percent or greater who fall below the fifty (50%) percent threshold prior to the implementation of the regularization provisions, will be considered to have remained at a workload of at least fifty (50%) percent for the purposes of regularization provisions.
3. Not later than April 1, 1999, the local parties at the College of New Caledonia will commence discussions on movement of employees from secondary scales to the Provincial Salary Scale. The parties will attempt to identify financial resources to fund this transition. The employer will give reasonable consideration to the claims under this Letter of Understanding when considering the use of additional revenues from non-base funding.
4. Any dispute over the application of this Letter of Understanding will be referred to JADRC for resolution.

## LETTER OF UNDERSTANDING 3

## **REGULARIZATION OF NAMED INDIVIDUALS AT COLLEGE OF NEW CALEDONIA**

1. Despite any limitations arising from the local provisions of the collective agreement, the employees identified in Point # 3 below will attain regular status effective April 1, 2000 or such other date as may be agreed or directed under article 6.1 of this Agreement.
2. Any problems arising under this Letter will be directed to JADRC at resolution.
3. The individuals identified for the purpose of this Letter are:
  - o The local parties with the assistance of JADRC as necessary will agree on the names of no more than thirteen (13) individuals affected by this Letter.

## **LETTER OF UNDERSTANDING 4 SECONDARY SCALE REVIEW**

A local employer and local bargaining unit may review the placement onto the Provincial Salary Scale of any employee on a secondary scale to determine if placement on the Provincial Salary Scale is appropriate. Where the local parties are unable to agree, either party may apply to JADRC for consideration of any individual employee placement. Where JADRC agrees, an alternative placement, including any cap where appropriate, may be directed.

## **LETTER OF UNDERSTANDING 5 DISTRIBUTED LEARNING AND TECHNOLOGY IN EDUCATION**

1. No regular employee will be laid off as a direct result of the introduction of distributed learning or education technology.
2. The parties agree to establish a Joint Provincial Distributed Learning Subcommittee that will:
  - a. review standards for implementing distributed learning and using technology in post-secondary education within meaningful pedagogy
  - b. negotiate for governmental and institutional funding, support, and resources
  - c. assess the potential impact of distributed learning and education technology on student access and learning and on terms and conditions of work
  - d. review issues of copyright and intellectual property relating to the introduction of technology
  - e. support the activities of the Standing Committee on Charting a New Course
  - f. report to JADRC no later than April 1, 2000
3. Disputes arising under local collective agreements relating to the development and implementation of distributed learning and the use of technology may be referred by a local party

to JADRC for resolution.

4. Despite any continuation clause in this or another Agreement, this Letter of Understanding will expire' on renewal of this Agreement unless specifically renewed by the parties .

## **LETTER OF UNDERSTANDING 6**

### **SECONDARY SCALES AT MALASPINA UNIVERSITY COLLEGE**

1. Not later than April 1, 1999, *the* local parties at the Malaspina University College will commence discussions on movement of computer technologist employees from secondary scales to the Provincial Salary Scale. The parties will attempt to identify financial resources to fund this transition.
2. Effective April 1, 2000, Malaspina University College will commit \$10,000 to the purposes under Point # 1 above for the purpose of moving at least five (5) computer technologist employees at Malaspina University College towards the Provincial Salary Scale from their current secondary scale.
3. Any disputes over the application of this Letter will be referred to JADRC.

## **LETTER OF UNDERSTANDING 7**

### **CLASS SIZES**

Increases in class size limits already implemented and currently utilized under Article 5.02 (c) of the 1996 Framework Agreement shall remain in place for the term of this Agreement. Disputes will be referred to JADRC for resolution.

## **LETTER OF UNDERSTANDING 8**

### **KWANTLEN UNIVERSITY COLLEGE**

Effective April 1, 2000, each employee as of that date whose salary as of March 31, 1999 exceeds \$63,400 at Kwantlen University College will receive a pro-rated lump sum payment of \$803.00.

**LETTER 1**  
**HUMAN RESOURCES DATABASE**

March 19, 1998

Robin Ciceri  
Assistant Deputy Minister of Advanced Education, Training and Technology  
PO Box 9884  
Victoria, BC V8W 9T6

Dear Ms. Ciceri:

**Re: Human Resources Database**

The 1995 Multi-Institutional Framework Agreement for Faculty/Instructors in the post secondary education sector for the implementation of a system to support the accumulation and dissemination of labour relations data.

Our experience with the project has been positive and productive. The parties to the negotiations, as well as the Ministry, have benefited from the process. The demographical information will be of significant value during the costing processes during current and future negotiations.

The second phase of the work, which undertakes an analysis of the local collective agreement language and augments the provisions of strategic planning in the report Charting a New Course, is incomplete.

We are pleased to advise that the parties to the common bargaining process for college Faculty/Instructors have agreed to renew the language contained in the 1995 Multi-Institutional Framework Agreement and we ask for your confirmation of the Ministry's on-going financial support of the project.

John Shields, President BC Government and Service Employees' Union	Ed Lavalle, President College Institute Educators' Association of BC
Leo Perra Post Secondary Employers' Association	

cc: Victor Glickman, CEISS  
Guy Dalcourt, Executive Director, PSEA  
John Waters, Chair, Employers' Bargaining Committee  
Jack Campbell, Provincial Bargaining Committee Spokesperson (CIEA)  
Debby Offermann, Provincial Bargaining Committee Spokesperson (BCGEU)

**LETTER 2**  
**SALARY ANOMALIES ARISING FROM 1996 BARGAINING**

October 22, 1998

Mr. Dan Bradford  
BCGEU  
Co-chair  
Provincial Bargaining Council

Dr. Rob Huxtable  
CIEA  
Co-chair  
Provincial Bargaining Council

Dear Dan and Rob:

**Re: Salary Anomalies Arising from 1996 Bargaining**

Over the course of common table faculty and instructional bargaining since February 1998, the representatives of the Provincial Bargaining Council have raised an issue relating to potential or actual adverse impact on some individuals as a result of the transition to a standard Provincial Salary Scale in 1996.

The employers have questions regarding both the nature and intensity of these concerns but respect the fact that you have raised these issues in the interests of your members.

We have advised you that the employers did not receive any funding in 1996 to 1998 to address this kind of problems nor is there any indication as of this date that such funding is forthcoming.

Despite this, the employers are prepared to join you in an approach to government to discuss these issues in an effort to find a means of addressing the concerns that you have raised.

Sincerely,

John Waters  
Chair  
Employers' Bargaining Committee

**LETTER 3**  
**UNION LEAVE FOR GOVERNMENT BARGAINING**

October 23, 1998

Mr. Dan Bradford  
BCGEU  
Co-chair  
Provincial Bargaining Council

Dr. Rob Huxtable  
CIEA  
Co-chair  
Provincial Bargaining Council

Dear Dan and Rob:

**Re: Union Leave for Government Bargaining**

This letter will confirm our agreement that the employers identified below will pay salary and benefit costs for employees attending union/employer bargaining sessions for the number of days of necessary leaves as noted pursuant to existing provisions of local collective agreements. These costs are not a charge *to* the cost of the Agreement.

<u>Institution</u>	<u>Days</u>	
Malaspina University College	26	BCGEU
Selkirk College	29	BCGEU
Northern Lights College	25	BCGEU
Okanagan University College	35	BCGEU
Northwest Community College	10	CIEA
	12	BCGEU
Vancouver Community College	30	CIEA
North Island College	21	CIEA

Sincerely,

John Waters  
Chair  
Employers' Bargaining Committee

**SIGNATURE PAGE**

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures on the \_\_\_ day of \_\_\_\_\_, 199\_\_.

Signed on behalf of the Board:

Signed on behalf of the Union:

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