

Collective Agreement

BETWEEN

Nicola Valley Institute of Technology Board
(herein after called "NVIT Board")

AND

The Nicola Valley Institute of Technology
Employees' Association
(herein after called the "Union")

WHEREAS the NVIT Board is an Employer within the meaning of the
Labour Relations Code of British Columbia; and

WHEREAS the Union is the authorized bargaining agent for the employees
of the Nicola Valley Institute of Technology covered by the BC Labour
Relations Board Certification,

*THEREFORE it is agreed that for the term of
April 1, 2000 to March 31, 2003:*

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Article 1 Parties to, Purposes of, the Agreement

1.1 Commitment of Parties

The parties to this Agreement, the NVIT Board and the Union:

- 1.1.1 Desire to set forth and establish the terms and conditions of employment so that efficient operations and harmonious relationships may be maintained between the NVIT Board and the Union to the benefit of both parties.
- 1.1.2 Endeavor to ensure that all employees are treated with dignity and respect.
- 1.1.3 Agree to settle differences, which may arise, in a peaceful and amicable manner.

1.2 Uniqueness

- 1.2.1 The parties agree and recognize that the Nicola Valley Institute of Technology is a unique Aboriginal post secondary institution, that has a preference for hiring Aboriginal staff, teaching Aboriginal curriculum, and maintaining Aboriginal culture, values and traditions.
- 1.2.2 The parties further agree that where ever possible, language in the Collective Agreement will reflect the uniqueness and those values.
- 1.2.3 The parties also agree to create an environment that respects the dignity, rights, cultures, and beliefs of all people, and to strive for balance and harmony in all our activities with each other.

Article 2 Collegial Model

- 2.1 The Employer and the Union agree to support a consultative model of administration, which enables the views of support staff and faculty to be known and considered. The parties agree to continue to discuss those issues with respect to educational policies, practices, and decisions made by the Employer, that have been the practice, and that traditionally has been the subject of consultation. The Employer and the Union endorse the collegial working environment whereby staff, faculty and management work collectively to serve the goals and objectives of the institute as determined by the mission statement of the Board.

Article 3 Recognition of Bargaining Agent

- 3.1 The NVIT Board recognizes the Union as a trade union pursuant to the Labour Code of British Columbia with all rights and responsibilities attendant upon such status. More particularly, the NVIT Board recognizes the Union as the exclusive Bargaining Agent for all members of the bargaining unit.

Article 4 Impact of Legislation: Existing and Future

- 4.1 The parties recognize and agree that they cannot be obligated or bound by any term, condition or provision which would be contrary to any applicable existing or future federal or provincial legislation, or regulations passed pursuant to such legislation. In the event that any term, condition, or provision, or part thereof, which is incorporated into this Agreement, whether by inadvertence, error, or misunderstanding, is in fact or in law contrary to such applicable federal or provincial legislation or regulations, then such term, condition or provision or part thereof is void and of no effect.
- 4.2 In the event that any applicable existing or future federal or provincial legislation makes invalid any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement.
- 4.3 The parties agree that they will comply with any applicable existing or future federal or provincial legislation or regulations passed pursuant to such legislation.
- 4.4 Where it is argued that an employee's rights under relevant statutes are being violated, the first recourse of the employee may be through the grievance procedure.
- 4.5 In addition to the provisions of this Agreement, those statutes and regulations that come within the jurisdiction of the Ministry of Labour of British Columbia, and also the Human Rights Act of British Columbia, will govern Employer-employee relations.

Article 5 Management Rights

- 5.1 The management and direction of the Employer's operations, including the right to hire, promote, layoff and direct employees, to determine qualifications and criteria in hiring; to set standards for work and class schedules; to discipline, suspend, and dismiss for proper cause is vested exclusively with the Employer, subject to the terms and conditions of the Collective Agreement.
- 5.2 The exercise of management's rights shall be done reasonably and fairly.

Article 6 Union Recognition

6.1 Union Security

- 6.1.1 All new employees covered under the bargaining unit shall, as a condition of employment, become and remain members in good standing of the Union.
- 6.1.2 All employees within the bargaining unit who are already members of the Union shall, as a condition of employment, remain members in good standing of the Union.
- 6.1.3 All employees within the bargaining unit of the Union who are not members of the Union at the date of the signing of this Agreement may become members of the Union, but shall not be required to do so. If they choose to become members of the Union, they shall, as a condition of employment, remain members in good standing. If they choose not to become members within 15 days of the signing of this Agreement, as a condition of their employment, shall authorize the deduction of an amount equal to the Union dues paid by other employees in the bargaining unit, and have that amount remitted to the Union.
- 6.1.4 Notwithstanding anything contained in this Article, the NVIT Board shall not be required to discharge any employee to whom membership in the Union has been denied or terminated on some ground other than the refusal of such employee to tender the dues uniformly required in order to acquire or maintain membership in the Union, unless the NVIT Board agrees that the grounds upon which the Union refused or terminated such employee's membership are valid to justify his or her discharge by the NVIT Board.

6.2 Dues Check-Off & Initiation Fees

- 6.2.1 For all employees covered under the bargaining unit, the NVIT Board agrees to the compulsory check-off of all Union dues, Initiation Fees, and other assessed charges of the Union as a condition of employment.
- 6.2.2 The NVIT Board agrees to deduct from all employees in the bargaining unit, the monthly amount spread over the frequency of the monthly pay periods, as determined by the Union and to deduct any other assessed charges as determined by the Union. This sum will be transmitted to the Union within ten days after the date said deductions were made together with a list of employees from whom deductions were made in that pay period, and with the amounts deducted from each employee.

6.2.3 Before the NVIT Board is obliged to deduct any amount, the Secretary or President of the Union must advise the Bursar's office in writing, by copy of a resolution passed at a general meeting of the Union, of the amount of its regular dues or other assessed charges. The amount so advised shall continue to be the amount to be deducted until changed by further written notice and resolution of the Union signed by the Secretary or President of the Union.

6.3 Appointment of Stewards

The Union agrees to advise the Employer of the names of the stewards in writing, and changes as they occur.

6.4 Time Off for Grievance Meetings

Absence from duties shall be permitted for stewards who may be required to attend to the processing of grievances, including meetings with the grievor and the Employer, provided that permission is received in advance from the appropriate Senior Manager. Such permission shall not be unreasonably withheld. Time spent during an employee's normal working hours in the processing of grievances shall be considered time worked. Such time, as well as additional time spent in such activities shall not qualify for overtime remuneration. These provisions apply only to those employees who have been identified in writing as stewards.

Article 7 Bargaining Unit Description

- 7.1 The bargaining unit description for employees in this unit is the continuing and term employees of the Nicola Valley Institute of Technology primarily involved in teaching, counseling, and /or providing support services at and from the Institute.
- 7.2 At the signing of this Agreement, the positions not included in the bargaining unit are:

- President
- Bursar
- Academic Dean
- Manager of Finance
- Director of Human Resources
- Director of Student Services
- Registrar
- Information Systems Coordinator
- Assistant to Finance and Human Resources
- Assistant to the President
- Administrative Assistant to the Dean

7.3 The parties shall make changes to the above list by mutual agreement. In the event that the parties cannot mutually agree either party may take recourse as provided in the BC Labour Relations Code.

7.4 Students funded under any Provincial or Federal Work Study programs are not members of the bargaining unit.

Article 8 Employee Status

8.1 Definitions

8.1.1 Continuing employee - is an employee, either faculty or staff, who works either full time or part time and whose work is ongoing and continuous and without a specified end date.

8.1.2 Term employee - is an employee, either faculty or staff, and who works either full or part time, and whose term of employment has a defined beginning and end date.

8.1.3 Casual employee - is an individual who works for brief periods not exceeding thirty (30) continuous working days, usually to assist in periods of work overloads, temporary vacancies or to replace continuing or term employees who have been granted leave under this Agreement. Casual employees are not members of the bargaining unit until they have worked thirty (30) days in a calendar year, at which time they must join the Union.

8.1.4 Students - are individuals currently enrolled in a post secondary institution and who from time to time are hired in the capacity of Lab Assistants, Tutors, Markers, Library monitors, Computer Lab monitors, and other like positions, shall not be deemed members of the bargaining unit or covered by the terms and conditions of this Agreement. Should NVIT hire other individuals on a part time limited hours basis, who are not students, in the capacity of Lab Assistants, Tutors, Markers, Library monitors, Computer Lab monitors, and other like positions, they shall be considered a casual employee as per Article 8.1.3. The pay rate for these positions is \$10.00 per hour.

8.2 Continuing Education

8.2.1 It is agreed that for the term of this Agreement, individual faculty working in extensions/continuing education, are not included in the above definitions, and are not included in this bargaining unit.

8.2.2 The parties agree that the continued inclusion or exclusion in the bargaining unit of these positions shall be one of the subjects for discussions during the re-opener discussions in March 2002 as per Article 32.

8.3 Faculty Contractors

Individuals who are contractors, as defined by Revenue Canada, are not included in the above definitions. They may teach up to one course per semester and are not included in this bargaining unit.

8.4 Non-Bargaining Unit Employees/Bargaining Unit Work

Administrators shall not normally or on an on-going basis perform the work assigned to bargaining unit employees where that work becomes the majority of the administrator's work.

Article 9 Contracting Out

9.1 The Employer agrees to not contract out any work performed by a member of the bargaining unit that would result in the lay off of any employee.

Article 10 Union-Management Committee

10.1 The Union and the NVIT Board recognize the mutual value of ongoing joint discussions on matters pertaining to working conditions, changes to employee benefits, classifications, services and labour-management relations. To this end, the Union and the NVIT Board agree to establish a Union-Management Committee.

10.2 Composition

10.2.1 The committee shall be composed of two (2) representatives of the Employer and two (2) representatives of the Union. If possible, at least one (1) of the representatives of the Union and one (1) representative of the Employer will have been members of their respective negotiating committees.

10.2.2 Additional representatives may attend the meetings from time to time in order to provide information and/or assistance to the parties.

10.2.3 The committee shall be constituted within one (1) month of the signing of the Agreement. The committee shall then meet at least once each semester or at the request of either party to discuss and make recommendations to their respective principals on, but not limited to such issues as:

- problems with application or interpretation of parts of the Agreement,
- matters of Employer-employee relations arising out of this Agreement,
- recommended amendments or additions to this Agreement,
- matters referred to the committee pursuant to the grievance procedure, and
- policy matters under consideration by the Employer, which may be in conflict with the Agreement.

10.2.4 This committee shall not have the authority to bind either party to this Agreement, but only to make recommendations to their principals.

10.2.5 The committee shall be chaired on a rotational basis, who's responsibility it will be the preparation and circulation of the agenda, minutes of the meetings, and the arrangement of the meeting rooms. Either party shall have the responsibility of chair for one academic year.

Article 11 Professional Development

11.1 Professional Development - General

- 11.1.1 The college will attempt to budget one percent (1%) of the total salary budget for continuing employees within the bargaining unit to support on-going professional development activities.
- 11.1.2 Professional development is defined as time off with pay for the purpose of attending conferences, workshops, and other approved professional development activities which do not take the employee from regular duties for more than ten (10) consecutive work days at a time. All continuing employees within the bargaining unit are eligible to apply to the joint professional development committee, for professional development funds.

11.2 Joint Professional Development Committee

- 11.2.1 The administration and allocation of the Professional Development Fund is the responsibility of the Joint Professional Development Committee which shall, in consultation with the applicant's excluded supervisor, and having considered the needs of the department, accept, modify, or reject an employee's request for funds.
- 11.2.2 The Joint Professional Development Committee shall consist of three (3) members appointed by the College administration, and three (3) members appointed by and from the Union.
- 11.2.3 Professional development funds for Faculty shall normally not exceed \$1,000 per person per academic year. Professional development funds for staff shall normally not exceed \$500 per person per academic year. The Joint Professional Development Committee is not authorized to approve more than the amount budgeted during each fiscal year. The committee may allocate professional development funds for on campus group professional development for faculty and/or staff.

11.3 Professional Development - Faculty

- 11.3.1 Leave with pay for professional development activities, shall be granted by the Employer. Such leave shall be for the purpose of supporting and assisting faculty employees to upgrade their knowledge and skills for continuing professional responsibilities; to improve the quality, effectiveness and efficiency of programs and services at the college, or for career advancement in the post-secondary system.

- 11.3.2 Twenty (20) duty days of professional development leave with pay are available each calendar year for continuing faculty employees who have completed probation, to pursue professional development activities.
- 11.3.3 The scheduling of professional development leave shall be mutually agreed to by the employee and the Institute subject to Article 22, Workload and Hours of Work.
- 11.3.4 Employees requesting professional development leave, shall submit a written proposal to the appropriate Senior Manager at least one month prior to the commencement of such leave. The Senior Manager shall not unreasonably withhold approval of such leave requests. In the event a professional development leave proposal has been rejected, the employee may refer the issue to the local PD Committee for recommendations to the Senior Manager, prior to the filing of a grievance. Should the Senior Manager refuse to accept the recommendation of the committee, an employee whose PD request has been rejected may either submit a new proposal or proceed to file a grievance pursuant to Article 15, Grievance Procedure.
- 11.3.5 Each faculty member who has been granted professional development leave during the academic year, shall prepare an annual report of those activities and submit the report to the appropriate Senior Manager.
- 11.3.6 Time taken to attend training or sessions at the request of the Institute shall not be considered as part of the annual professional development leave.

Article 12 Technological Change

12.1 Definition & Notice

- 12.1.1 For the purposes of this Agreement, technological change means changes introduced by the Employer in the manner, method, or procedure in which it carries out educational operations and services as a result of a change in equipment or material where such technological change significantly affects the terms and conditions of the Collective Agreement or security of employment of employees in the bargaining unit.
- 12.1.2 When the Employer intends to introduce technological change it shall notify the Union in writing of its intention at least three (3) months in advance, and to update the information provided as new developments arise and modifications are made.

12.1.3 The notice given shall contain the following information:

- the nature of the technological change,
- the date on which the Employer proposes to effect the change, and
- the approximate number and type of employees likely to be affected by the change.

12.1.4 Where the Employer has notified the Union of its intention to introduce technological change, the parties will meet within thirty (30) calendar days to commence discussions about impacts on employees.

12.2 Retraining/ Job Security

12.2.1 Employees becoming redundant due to technological change as defined above, shall be retrained to qualify for a new position or an existing vacant position, if retraining for such position shall be accomplished within three (3) months. By mutual agreement, the time may be extended.

Prior to the expiry of the 3 months' notice period, the employee may take the option of receiving severance pay as described below.

12.2.2 Cost of the retraining shall be the responsibility of the institution.

12.2.3 In the event that the college cannot retrain an employee, or if the employee elects, the affected employee shall receive one (1) month's severance pay for the first five (5) years of service and one (1) additional month's pay for every full year of service thereafter, up to a maximum of six months' pay.

12.3 The election made under this Article must be forwarded in writing to the Director, Human Resources, and to the Union. Any employee not exercising this election within the given time limit shall be deemed to have elected severance pay.

Article 13 Personnel File

13.1 The Institute shall maintain a personnel file for each employee that shall contain documents pertaining to the employee. An employee may review their personnel file upon written request to the Director of Human Resources or designate. The Director of Human Resources or designate will then arrange, within a reasonable period of time but no more than five (5) work days, to review the employee's personnel file with the employee at a time convenient to the employee and the Director of Human Resources or designate and the Institute.

- 13.2 An employee's personnel file will not be opened to unauthorized personnel, except with written permission of the employee. Unauthorized personnel shall be defined as all except the employee, President, Relevant Senior Administrator, Manager of Finance, Director of Human Resources or designate, or a person with a court order.
- 13.3 The employee may respond in writing to any document and such reply shall become part of the personnel file for the life of the documents.
- 13.4 The contents of the employee personnel file shall be maintained in a confidential manner.

Article 14 Discipline, Suspension, Dismissal

This Article provides a formal method for the handling of disciplinary procedures. Before formal disciplinary measures as stated below are initiated, the Employer should take all reasonable steps to discuss and resolve the issue with the employee. The Employer may choose to use an aboriginal traditional method for conflict resolution, or may choose to use a different method.

- 14.1 No employee shall be disciplined, suspended, or discharged except for just cause and only on the written authority of the President.
- 14.2 Progressive discipline steps shall be initiated for inappropriate conduct as warranted. The means of discipline, in order of increasing severity, are but not limited to:
- verbal warning
 - written warning
 - written censure or letter of reprimand
 - adverse evaluation reports
 - trial periods
 - suspension
 - dismissal

One or more of the disciplinary steps may be applied in any given disciplinary case.

- 14.3 At any meeting between an employee and a representative of the Employer, which is disciplinary, the employee has the right to be accompanied by a representative of the Union.

- 14.4 An employee shall be notified verbally of the reasons for any disciplinary action at the time the discipline is imposed. The disciplinary action shall be confirmed in writing within five (5) working days and shall include the reasons and the substance of every allegation against an employee. When an employee is suspended or dismissed, the Union shall receive a copy of the reasons provided to the employee.
- 14.5 An employee considered by the Employees' Association to be wrongfully or unjustly disciplined, suspended, or dismissed shall be entitled to recourse under Article 15, Grievance Procedure.

Article 15 Grievance Procedure & Arbitration

- 15.1 It is the intent of this Article to provide the parties with a procedure whereby differences and disputes as to the interpretation of any of the Articles in this Agreement will be resolved without work stoppage.
- 15.2 A grievance is defined as any difference arising between the parties bound by this Agreement concerning the interpretation, application, operation, or any alleged violation of a provision of this Agreement, including any question as to whether any matter is arbitrable.
- 15.3 Every effort shall be made to resolve problems through informal channels before using the formal process. The affected employee must request a meeting with the appropriate supervisor in an attempt to discuss and resolve the issue before a grievance is initiated.
- 15.4 All formal grievances filed on behalf of employees must be initiated by the Union.
- 15.5 Except where specifically provided by other provisions of this Agreement, all grievances will commence at Step One. Thereafter, the subsequent steps will be followed sequentially unless a grievance is resolved, withdrawn, or otherwise disposed of, or unless the parties otherwise specifically agree to handle a particular grievance in a different manner.

15.6 Step One

- 15.6.1 In the first step of the grievance procedure, the Shop Steward shall initiate a meeting, within ten (10) working days of the alleged violation, between the person who feels he/she has cause to grieve, and his/her immediate excluded supervisor. A decision shall be rendered within forty eight (48) hours.

A sincere effort shall be made to resolve the matter at this stage.

15.6.2 Step One will end in one of the following ways:

- the dispute is resolved between the Union and the appropriate supervisor,
- the dispute is not resolved and the Union submits the grievance in writing to Step Two of the grievance procedure, or
- the Union decides not to pursue the grievance any further.

15.6.3 In the event of a grievance involving the dismissal or suspension of an employee, Step One may be omitted, and the grievance will commence at Step Two within ten (10) working days of the written notification to the employee of suspension or dismissal.

15.7 Step Two

15.7.1 Failing a satisfactory settlement at Step One, the Shop Steward will, within five (5) working days of the Step One decision, submit the alleged grievance in writing to the appropriate excluded supervisor, with a copy to the Director, Human Resources, identifying the Article, violation, and resolution sought. A decision is to be rendered in writing within ten (10) working days.

15.8 Step Three

15.8.1 Failing a satisfactory settlement at Step Two, the Union may initiate a meeting within five (5) working days of the Employer's Step Two response between the grievor, the Steward, and the Employer representatives. The Employer representatives must include the Director of Human Resources, and may include other Senior Administrators, excluded supervisors and/or Elders. A written decision is to be rendered by the Employer, within five (5) working days. The Union may also include at this meeting the CIEA Representative.

15.9 Step Four (Mediation)

15.9.1 Failing a satisfactory settlement at Step Three, either party may notify the other party in writing within five (5) working days of the Employer's Step Three response, of its desire to submit the differences to mediation.

15.9.2 Within a further five (5) working days of the notice to proceed to mediation, the parties shall mutually agree upon an impartial mediator, or may request the appointment of a Settlement Officer by the Collective Agreement Arbitration Bureau.

- 15.9.3 The Mediator shall begin proceedings within twenty-eight (28) days of being appointed.
- 15.9.4 The Mediator shall endeavor to assist the parties to settle the grievance by mediation. The Mediator shall not interpret the Collective Agreement, instruct the parties on action to take, or determine a decision on the alleged violation, unless the parties mutually agree to do so. The discussions in mediation are held “without prejudice” and cannot be disclosed.
- 15.9.5 If the parties are unable to settle the difference, either party may end mediation by written notice to the Mediator and the other party.
- 15.9.6 Any expenses and compensation of the Mediator shall be shared equally between the parties.

15.10 Step Five (Arbitration)

- 15.10.1 Failing satisfactory settlement at Step Four mediation, the grievance may be submitted within ten (10) days by either party to binding arbitration. The parties shall endeavor to agree on a sole arbitrator.
- 15.10.2 In the event that mutual agreement cannot be reached, either party may, upon five (5) working days written notice to the other party, request the Minister of Labour of the Province of British Columbia to appoint an Arbitrator.
- 15.10.3 It is distinctly understood that an Arbitrator is not vested with the power to change, modify, or alter any provisions of this Agreement. The Arbitrator shall only have the authority to apply, or to determine compliance with, the provisions of this Agreement.
- 15.10.4 The decision arrived at by the Arbitrator shall be final and binding on the parties.
- 15.10.5 Each party shall pay the expenses incurred in connection with preparation and presentation of its own case to the arbitrator. The parties shall share equally the expenses of the arbitrator.

15.11 Abandonment of Grievance

- 15.11.1 If an unresolved grievance is not advanced to the next stage within the specified time limits, the grievance shall be deemed to have been abandoned. The Director of Human Resources will provide written documentation of the abandonment for the file, and will provide a copy to the employee and the Union. The parties may mutually agree to amend the specified time limits in this Article.

15.12 Policy Grievance

- 15.12.1 Should either the Institute or the Employees' Association have reason to grieve the other party, then they shall have recourse through this general procedure and will submit same as a Policy Grievance according to:

- If the Union wishes to grieve then they will submit the grievance directly to the President, with a copy to the Director, Human Resources.
- If the Employer wishes to grieve then they will submit the grievance directly to the President of the Union, with a copy to the Chief Shop Steward.

- 15.12.2 The following process will apply:

- 15.12.2.1 A meeting with the parties concerned will occur within ten (10) working days of receipt of the grievance and a written response will be provided within a further ten (10) working days.
- 15.12.2.2 If the written response is not to the satisfaction of the aggrieved party, then the grievance may be advanced to Step Four (Mediation) or Step Five (Arbitration). Notice of intent to advance to arbitration will be in writing to the other party within fifteen (15) working days of the date of the written response.
- 15.12.2.3 Each party shall pay the expenses incurred in connection with preparation and presentation of its own case to the arbitrator. The parties shall share equally the expenses of the arbitrator.

Article 16 Job Postings & Vacancies

16.1 Posting

- 16.1.1 Notices of bargaining unit vacancies shall be posted on a designated bulletin board for a period of ten (10) working days. Employees wishing to apply for the vacancy may submit a resume as described in the posting.
- 16.1.2 The job posting will contain the working title, brief description of duties, classification of position, qualifications, skills, ability and experience required, salary, hours of work, whether the position is regular or temporary, the deadline for applications, the expected start date, and any other pertinent information.
- 16.1.3 The Employer may elect to advertise externally, simultaneously with the internal posting of the position, but no external applicants will be considered unless there are no qualified internal applicants.
- 16.1.4 NVIT reserves the right to favour persons of Aboriginal ancestry in hiring and promotion, as justified under an exemption to the BC Human Rights Act (sec. 19 A1 & 2A). NVIT is committed to filling vacant positions with an Aboriginal person.

16.2 Hiring Procedure

- 16.2.1 A hiring committee will be established through consultation between the relevant Department Head/Manager, and the Human Resources Director. The hiring committee shall consist of the hiring supervisor, the Human Resources Director, and an employee who is familiar with the vacant position, appointed by the Union. The remaining positions on the hiring committee may include an Elder, a student, a Senior Administrator, and/or other employees who are familiar with the vacant position. The hiring process shall not be impeded as a result of the lack of availability of individuals on the hiring committee.
- 16.2.2 All time involved in the selection process shall be without loss of pay. The hiring Committee shall interview applicants for the vacant position taking into consideration the qualifications and experience demanded by the advertisement. The hiring committee shall make their recommendation to the President. The President or the President's delegate, on behalf of the Board of Governors, makes the final decision on whether to make a job offer. The selection committee shall ensure that all applications are treated in a fair and equitable manner.

Article 17 Probation

17.1 Probation Period

All employees appointed to a continuing position must satisfactorily complete a probationary period.

17.1.1 For faculty positions, both teaching and non teaching, the period will be the equivalent of working 12 months' full time. No faculty shall serve a probationary period greater than twenty four (24) calendar months.

17.1.2 For support staff, the probationary period shall be the equivalent of working full time for six (6) months. No support staff shall serve a probationary period greater than twelve (12) calendar months.

17.1.3 Any leave from the position for a period greater than twenty (20) days may, at the NVIT's discretion, extend the probationary period by the equivalent length of that leave.

17.2 Probation Evaluation and Assessment

17.2.1 Employee performance shall be monitored during the course of the probation period. Employees may be terminated for unsuitability where the employee's performance has been measured against reasonable standards and the employee has been advised of these standards and the performance expectations. The formal process for evaluation will be conducted as per Letter of Understanding #3.

17.2.2 Term employees may be subject to assessment during the course of their term and may be terminated if their performance is deemed unsuitable. Term employees' performance will be measured against the same standards of performance as continuing employees.

Article 18 Trial Periods

18.1 At any time during a continuing appointment, if there is cause for concern about an employee's performance as a result of unfavorable evaluation reports or other just cause, the employee may be placed on a trial period not exceeding six months for staff, and two teaching semesters for faculty.

18.2 At the time of notification of placement on a trial period, the Employer shall provide written notice to the employee of the length of the trial period and the cause for concern about the employee's performance, in order that the employee may have the opportunity for assistance to improve his/her performance.

- 18.3 Prior to the end of the trial period, the employee shall be re-evaluated and, as a result of the re-evaluation, shall be returned to a continuing appointment without term unless there is cause for termination as per Article 14 (Discipline, Suspension, Dismissal), or unless, by mutual agreement between the employee and the Employer, a second trial period (not exceeding the time allowed in the first trial period) is considered an appropriate alternative to termination.
- 18.4 There shall be no more than one (1) trial period in succession, except as provided for in 18.3 above.
- 18.5 There shall be no more than two (2) trial periods within any two (2) year period.
- 18.6 An employee has the right to dispute the Employer's decision to terminate their employment after the trial period and may file a grievance at Step Three of the grievance procedure.

Article 19 Department Heads

- 19.1 The position of Department Head is defined as a faculty member who is given release time to perform some departmental duties as defined by NVIT.
- 19.2 Department Head positions will normally be for a three year term. Department Heads shall normally have no more than two consecutive appointments.
- 19.3 Department Heads will be selected by mutual agreement between the Department faculty and the Academic Dean and shall serve at the pleasure of the Dean.
- 19.4 Department Heads shall not receive additional compensation. Within six months of the signing of this Agreement, job descriptions will be provided to clearly articulate the roles and responsibilities of a Department Head position.
- 19.5 Faculty accepting an appointment as Department Head shall have up to a 50% release from their normal full time workload.

19.6 Expiry of Department Head Term

- 19.6.1 The current Department Heads' positions will expire at the following:
- Ava Dean expires April 30, 2000
 - Sharon McIvor expires April 30, 2006
 - Paul Willms expires April 30, 2006

- 19.6.2 For the duration of Sharon McIvors' and Paul Willms' appointments as department heads, they will continue to receive an annual stipend of \$2,500.00.
- 19.6.3 Upon expiry, the Academic Dean, together with the Departments, will engage in the process of selecting a new Department Head. The existing Department Heads may be selected to act for an additional three-year term.
- 19.6.4 NVIT reserves the right to assign the release time for the Department Head of Administrative Studies.

19.7 Selection Process for the Department Heads:

- 19.7.1 In the last year of a Department Head's term, a committee of no more than six members shall be struck by the Dean in consultation with the Department.
- 19.7.2 The committee shall:
- review the requirements of the position including the needs of the area,
 - call for applications for the position of Head by notifying each member of the faculty in the Department,
 - review candidates for the position, and
 - recommend a candidate to the appropriate Dean and Department for appointment as Department Head.
- 19.7.3 The appropriate Dean shall decide whether to accept the recommendation of the committee.
- 19.7.4 If the recommendation is accepted by the Dean and by a majority vote of the members of the Department, the recommended candidate shall become the next Department Head.
- 19.7.5 If the recommendation of the committee is not accepted by the appropriate Dean or by a majority vote of members of the Department, the committee shall continue meeting in order to recommend another candidate.
- 19.7.6 The selection process shall be completed by March 1 of the last year of the current Head's appointment to allow for a period of transition.

Article 20 Seniority

20.1 Continuing Employees

- 20.1.1 The seniority date for full time continuing employees will be established from their first day of hire as a continuing employee, commencing no earlier than May 22, 1998 and be calculated on the basis of completed years (12 months' full time). Part time continuing employees will be calculated pro rata. The seniority of continuing employees shall be based upon total duration of service within the bargaining unit, including vacations and approved paid leaves.
- 20.1.2 All full time continuing employees shall accrue seniority on the anniversary of their date of hire as a full time continuing employee. Part time continuing employees shall accrue seniority on the basis of number of months worked or equivalent at regular pay.
- 20.1.3 A continuing employee shall maintain and accrue seniority during absences during that period in which the employee receives full pay under the sick leave provision of this Agreement. Once an employee goes on Short term and/or long term disability, seniority is maintained but not accrued for a maximum of two (2) calendar years. An employee returning from Long Term Disability after two calendar years will be considered an internal candidate, but will not have seniority status.
- 20.1.4 A continuing employee shall maintain and accrue seniority during absences due to occupational illness or accidents or injuries, provided that such an employee is receiving benefits from the Workers' Compensation Board as a result of such illnesses, accidents, or injuries.

20.2 Term Employees

- 20.2.1 Term employees shall accrue seniority as term employees for purposes of:
- Layoff and recall as described in Article 21, and
 - Application for vacant positions as an internal applicant after earning the equivalent of two years of seniority. Seniority is one of the determining factors in the filling of job vacancies.

20.2.2 Calculation of Seniority for Term Employees:

- 20.2.2.1 Term faculty employees accrue seniority based on the number of courses taught (not their section value).

20.2.2.2 Term staff employees and non teaching faculty accrue seniority based on the number of completed months worked at regular pay.

20.2.3 When a term employee is appointed to a continuing position, their seniority earned to date shall be lost, and they will begin to accrue seniority as a continuing employee in their primary functional area, from their date of appointment.

Loss of seniority will occur as a result of any of the following:

- Voluntary resignation,
- Termination,
- Discharged for just and reasonable cause, and
- Loss of recall rights as per Article 21, Layoff and Recall

20.2.4 All continuing and term faculty employees will be listed by seniority as per the above in one (1) primary functional area, based on his/her major portion of duties and responsibilities during his/her previous two (2) calendar years as a faculty employee from the date of ratification of this Agreement. This list will remain in effect for the duration of this Agreement. Should the Institute find it necessary to introduce a new faculty position, or commence an organizational change, which in turn would necessitate adding a functional area to those listed, the President of NVIT may do so by providing the President of the NVITEA an amended list of employees per functional area.

20.3 Identification of Functional Area

20.3.1 A new faculty employee will have his/her primary functional area identified by the Director of Human Resources upon appointment.

20.4 Seniority within Functional Area

20.4.1 If it becomes necessary to reduce the number of continuing employees in one or more functional areas, the principle of seniority will be one of the determining factors within each of the following functional areas:

- Natural Resources Technology
- Social work
- College Readiness
- Administrative Studies
- Indigenous/Academic Studies
- Student Services

- 20.4.2 The employer will notify the Union at least 60 days prior to the date that notice in Article 21.5 must be given. The parties shall meet and consider all options, in an attempt to prevent the need to lay off employees. Some of those options may be, but not be limited to, such things as cross-functional area appointments.
- 20.4.3 In the event a senior employee is laid off in a functional area, and has the knowledge skills and ability to teach in another area, the laid off employee will be given first consideration for any and all work in the other area. This may necessitate the need to lay-off a more junior employee in another functional area.
- 20.4.4 Notwithstanding the above, NVIT reserves the right to favour persons of Aboriginal ancestry.
- 20.4.5 In the event that employees change jobs either from a job within the bargaining unit to an excluded position, or from an excluded position to a job in the bargaining unit, their total accumulated College seniority transfers with them.
- 20.5 For the purposes of this Article, a list shall be made for all employees who are covered by this Agreement divided into faculty and support staff. The list will show in descending order, each employee's start date. This list in conjunction with the seniority earned in this Article shall be used for determining the most senior employee. This list shall be established as of the signing date of this Agreement, and will be found at Appendix 1.

Article 21 Lay-Off

- 21.1 Layoff means an involuntary loss of employment that affects employees as a result of, but not limited to, decreased or insufficient enrollment, elimination of or a reduction of programs, courses, and activities, and/or a shortage of funds.
- 21.2 Where such event(s) occur, the NVIT Board may consider it necessary to reduce the number of employees through layoff.
- 21.3 Given that NVIT maintains the right to favour persons of Aboriginal ancestry, seniority is one of the deciding factors governing layoffs and recall after layoff.

21.4 Faculty Layoff

- 21.4.1 If it becomes necessary to reduce the number of faculty employees in one (1) or more functional areas, the sequence of layoff within each of the functional areas shall be as follows:

- 1) Term and casual faculty employees (Non Aboriginal) with less than or equal to six months' seniority.
- 2) Term and casual faculty employees (Aboriginal) with less than or equal to six months' seniority.
- 3) Term and casual faculty employees (Non Aboriginal) with more than six months' and less than two years' seniority.
- 4) Term and casual faculty employees (Aboriginal) with more than six months' and less than two years' seniority.
- 5) Term and casual faculty employees (Aboriginal and Non Aboriginal) with two or more years' seniority based on seniority date.
- 6) Probationary continuing faculty employees.
- 7) Continuing faculty employees (Non Aboriginal with less than or equal to six months' seniority).
- 8) Continuing faculty employees (Aboriginal with less than or equal to six months' seniority).
- 9) Continuing faculty employees (Non Aboriginal with more than six months' and less than two years' seniority).
- 10) Continuing faculty employees (Aboriginal with more than six months' and less than two years' seniority).
- 11) Continuing faculty employees (Aboriginal and Non Aboriginal) with two or more year's seniority based on seniority date.

20.4.2 Any references or personnel records pertaining to a continuing faculty who has been laid off under the above Article shall clearly point out the reasons for the layoff.

21.5 Notice

21.5.1 In the event of layoff, a minimum of three (3) months' written notice shall be given to the continuing faculty employee. Term and casual employees will be given two weeks notice or as dictated in their employment agreement.

21.6 Severance

21.6.1 Continuing faculty employees have five working days, after the date on which the layoff notice was given, to elect to receive severance and to submit a written request to the Director of Human Resources.

21.6.2 In order to receive severance, the continuing faculty employee must not be employed in a different position within the Institute, and they must elect not to have their names placed on the recall list.

21.6.3 The amount of severance pay shall be calculated on the basis of the employee’s normal rate of pay at the end of the layoff notice period and according to the number of completed years of service as follows:

<u>Service</u>	<u>Severance Pay</u>
1 year.....	2 weeks
2 years	4 weeks
3 years	6 weeks
4 years	8 weeks
5 years	10 weeks
6 years	12 weeks
7 years	14 weeks
8 years	16 weeks
9 years	18 weeks
10 years	20 weeks
11 years	22 weeks
12 years	24 weeks
13 years or more.....	26 weeks

21.6.4 If the employee elects to take severance pay, he or she thereby waives all other rights, claims or entitlements, and severs his or her relationship with the Institute.

21.6.5 Where layoffs are necessary in emergency circumstances, the advance notice provisions are not applicable. In such cases, continuing employees will receive payment in lieu of notice equal to the payment for the appropriate notice time. Payment in lieu of notice will be three months for those accepting the notice, or will be five days for those electing the severance option.

21.7 Faculty Recall

- 21.7.1 Faculty employees shall remain on the recall list for one (1) year from date of layoff. If it is found that the number of continuing or term faculty employees will be increased in a specific functional area, the Institute shall recall in the reverse order of layoff i.e. last out, first back in, to those employees who were previously employed in this area and who had been laid off within the previous year. If no one is available who meets the above conditions, a short-listing and interview opportunity will be provided to those employees who are fully qualified in this area and who had been laid off within the last year.
- 21.7.2 Employees are required to notify the Employer of their current address and telephone number to maintain their status on the recall list.
- 21.7.3 No new continuing or term employees shall be hired until employees on the recall list with the minimum qualifications have been given first right of refusal. Term employees are not entitled to be recalled to continuing positions.
- 21.7.4 Upon being notified of the upcoming vacancy, the recalled employee has 14 calendar days in which to accept the position. If the employee fails to notify the Director of Human Resources in writing within the fourteen days of being notified, the employee will have been deemed to have refused the recall.

21.8 Staff Layoff

- 21.8.1 Staff employees shall receive notice of layoff or pay in lieu of notice, in accordance with the Employment Standards Act.
- 21.8.2 If it becomes necessary to reduce the number of staff employees, the sequence of layoff shall be as follows:
- 1) Term and casual employees (Non Aboriginal) with less than or equal to six months' seniority.
 - 2) Term and casual employees (Aboriginal) with less than or equal to six months' seniority.
 - 3) Term and casual employees (Non Aboriginal) with more than six months' and less than two years' seniority.
 - 4) Term and casual employees (Aboriginal) with more than six months' and less than two years' seniority.
 - 5) Term and casual employees (Aboriginal and Non Aboriginal) with two or more years' seniority based on seniority date.

- 6) Probationary continuing employees.
- 7) Continuing employees (Non Aboriginal) with less than or equal to six months' seniority.
- 8) Continuing employees (Aboriginal) with less than or equal to six months' seniority.
- 9) Continuing employees (Non-Aboriginal) with more than six months' and up to two years' seniority.
- 10) Continuing employees (Aboriginal) with more than six months' and up to two years' seniority.
- 11) Continuing employees (Aboriginal and Non Aboriginal) with two or more years' seniority based on seniority date.

21.8.3 Any references or personnel records pertaining to a continuing staff who has been laid off under the above Article shall clearly point out the reasons for the layoff.

21.9 Staff Recall

21.9.1 Staff employees shall remain on the recall list for six months from date of layoff. Recall shall occur in reverse order of layoff, provided the employee has the minimum qualifications to perform the duties of the position. Term employees are not entitled to be recalled to continuing positions.

21.9.2 Employees are required to notify the Employer of their current address and telephone number to maintain their status on the recall list.

21.9.3 Staff employees may refuse recall to work if given less than one week to report to work.

21.9.4 Upon being notified of the upcoming vacancy, the recalled employee has 14 calendar days in which to accept the position. If the employee fails to notify the Director of Human Resources in writing within the fourteen days of being notified, the employee will have been deemed to have refused the recall.

Article 22 Workload/Hours of Work

22.1 Work Week

The work week for full time continuing support staff and non teaching faculty shall normally be five (5) seven-hour (7-hr) days, thirty-five (35) hours per week.

22.2 Meal Periods

Staff employees working greater than five hours and less than full time shall be entitled to a half-hour unpaid meal break. Staff employees working full time shall be entitled to a one hour unpaid meal break. If, as a result of an emergency, the employee is required to stay at his or her work station for the meal period, then the employee's work day shall be inclusive of that meal period.

22.3 Flexible Work Schedule

The Employer supports a flexible work schedule that minimizes the amount of overtime pay. Employees are encouraged to bank time at a 1:1 ratio in the rare circumstance where they may be asked to work above the normal work schedule.

22.4 Overtime

All overtime must be authorized in advance by the Bursar, recorded on a time sheet, approved by the staff employee's immediate supervisor, and submitted to Payroll. Overtime that is not approved through this process will not be honored.

22.5 Overtime Rates

- One and one-half times the regular rate for the first three hours in excess of seven hours in a day, or first seven hours in excess of 35 hours in a week.
- Two times the regular rate for hours worked in excess of ten hours in a day or 42 hours in a week.
- This overtime may be taken as pay or banked as time to be taken at a time mutually agreed to.

22.6 Instructional Faculty (Continuing & Term)

It is recognized that faculty responsibilities may vary with respect to daily and weekly hours of work, depending on the nature of the course, and student needs. The normal workday for continuing and term full time faculty shall be subject to the following, unless mutually agreed to by the employee and Institute:

- 22.6.1 The normal teaching duties assigned to a full time continuing or term instructor shall be eight (8) sections or equivalent, with no more than the equivalent of 6 preps per academic year. The Academic Year is defined as September 1st to August 31st. If that assignment cannot be provided to a full time continuing or term instructor, then the maximum assignment shall be 7 sections, with 7 preps, or equivalent per academic year.

- 22.6.2 In the case of an employee who has an assignment of 8 sections, an overload is not considered unless an employee works nine (9) sections or more.
- 22.6.3 In the case of an employee who has an assignment of 7 sections, as per 22.6.1 above, an overload is not considered unless an employee works eight (8) sections or more.
- 22.6.4 Instructional faculty shall not normally be required to have more than seven (7) class contact hours in any one (1) instructional day, and the length of the instructional day shall not normally exceed twelve (12) hours.
- 22.6.5 Class size is calculated whereas an instructor will not be assigned an average of more than one hundred thirty (130) students (registrants) per week in a lecture format averaged over the academic year. In the event the scheduled course is a non regular number of lecture hours per week, the calculation will be prorated. Notwithstanding, individual instructors have the option of allowing additional students into their class.
- 22.6.6 Faculty shall post and be available in their offices for student consultation, 1.5 hours per week per course, which is the equivalent of six (6) hours a week for a full time load. The hours shall be posted and maintained for the whole term.

22.7 Workload Modification

Upon the recommendation of the departments, and with the approval of the Academic Dean, and subject to available resources, instructors may have a portion of their normal teaching load per semester reassigned to various tasks, including but not limited to, curriculum development, and teaching courses new to the NVIT curriculum.

22.8 Faculty Duties

In addition to instructional duties, a teaching faculty employee's duties may include, but are not necessarily limited to, the following:

- approved professional development,
- course preparation and revision,
- student consultation and/or selection,
- participation on NVIT committees,
- compulsory attendance at Department meetings,
- liaison with and supervision of NVIT employees,

- development of new programs, curriculum and teaching methods,
- scholarly activity,
- consultation and liaison with partner institutions in the preparation and offering of upper division courses,
- community services such as community education courses, public lectures and community advisement or research in the area of the instructor's discipline and/or expertise,
- attendance at articulation meetings, conferences, etc related to their work,
- orientation advising (as described in Article 22.9), and
- other related duties.

22.9 Orientation Advising

At the beginning of each semester, each instructor in the various functional areas will be assigned a list of students in that department. The instructor will provide liaison, mentorship and support for their students for the duration of the term.

22.10 Overloads

It is agreed by the parties that faculty should not be expected to accept more than a full time work load, other than in emergent situations. In the event that that happens, then the employee agreeing to accept the increased work load shall have their work load adjusted accordingly during their next teaching session, or at a time mutually agreed to. The employee will have no reduction during that period of reduced work load assignment from their normal pay. At the Employer's discretion, an employee may be compensated through pay, for an overload, rather than have their workload adjusted.

22.11 Allocation of Work - Right of First Refusal

Normally by March 31st of each year, the Academic Dean, in consultation with the Department Heads, will determine the teaching assignments for the following academic year. Taking into consideration requests from faculty, the needs of the Institution, the Academic Dean will consider qualifications and ability, seniority, and the opportunities for recruitment, prior to determining the teaching assignments. The decision of the Academic Dean is final, and is not subject to the grievance procedure. Human Resources will normally issue Teaching Assignment letters to continuing faculty by May 15th of each year.

Article 23 Leaves

23.1 General Leave - Unpaid

23.1.1 Except as otherwise specified in the Agreement, an employee may apply for and be granted general leave for good and sufficient reason acceptable to the Employer. Employees requesting such leave will file written application to the President who will determine, on the basis of the merits of the application and the College's operating situation, whether such leave will be granted.

23.1.2 Leaves of absence will not exceed twelve (12) calendar months.

23.1.3 Employees returning from such leaves shall be reinstated in all respects into the position previously occupied or a comparable position, without loss of seniority.

23.1.4 When leave of absence without pay extends over five (5) weeks, for any reason other than illness or maternity, the increment date for that employee shall be delayed for one month.

The increment date shall then be delayed one (1) further month for each additional full month that the leave of absence without pay is extended.

23.1.5 An employee applying for such leave shall apply in writing to the President, with a copy to the Director, Human Resources, at least four (4) months prior to the date the leave is desired to commence.

23.1.6 An employee who is granted a leave may not return to work prior to her/his scheduled return date, unless it is agreed to by the NVIT Board.

23.1.7 If an applicant is denied, the employee may request that the Union Management Committee consider possible solutions. The President will consider the recommendations of the Union Management Committee and make a final decision on applications for general leave. The final decision of the President on applications for general leave will be final and binding, and will not be subject to grievance procedure.

23.2 Leave for Union Business

An employee shall be granted part or full time leave of absence for Union business, including work or duties performed for any organization to which the Union is affiliated, subject to the following:

- 23.2.1 The leave shall normally be for one (1) year. Up to two (2) additional one (1) year leaves may be requested in writing to the Director, Human Resources. Request for the additional years must be submitted 1 month prior to the conclusion of the existing leave. No leave shall exceed three (3) years.
- 23.2.2 The granting of leave shall be subject to reasonable and bona fide curriculum and scheduling requirements.
- 23.2.3 An employee granted the leave shall continue to receive full salary and benefits, subject to the approval of the Employer's benefits carrier. The Union shall, on a monthly basis, reimburse the Employer for the full amount of the employee's salary and benefits. In addition, the Union will provide a reasonable recruitment expense (up to \$500) for the employee's replacement, where such replacement is provided.
- 23.2.4 The employee shall continue to accrue seniority at the same rate as if the leave had not occurred.

23.3 Political Leave

- 23.3.1 If a continuing employee is nominated as a candidate for election at a First Nations, Federal, Provincial, or Municipal level, they may be entitled to leave of absence without pay to engage in the election campaign, if they apply for such leave.
- 23.3.2 If a continuing employee is elected to a full-time office, employees may be eligible for leaves of absences without pay for a period of one (1) year, and such leaves may, upon application, be renewed each year during their term of office, to a maximum of five years.
- 23.3.3 The employee must make a request in writing at least one (1) month prior to the anticipated commencement of said leave.
- 23.3.4 Approval of political leave is at the discretion of the President with consideration that NVIT will not be negatively impacted. Such leave will not unreasonably be withheld.
- 23.3.5 The college employee will be responsible for paying the college's share of group benefits.

23.3.6 Employees returning from such leave shall advise the Employer at least one (1) month prior to the expected return to work. Faculty employees shall resume their duties no later than the beginning of the next recognized semester. Staff employees shall resume their duties at NVIT's earliest convenience but no later than four months from the date of the employee's written notification to re-enter.

23.4 Leave for Court Appearances

23.4.1 The Employer shall grant paid leave to continuing employees, other than employees on leave without pay, who serve as jurors and subpoenaed witnesses in a court action, provided such court action is not related to an employee's private conduct.

23.4.2 The Employer shall grant leave of absence without pay for all term employees who serve as jurors and subpoenaed witnesses in a court action.

23.4.3 In cases where an employee's private conduct has occasioned a court appearance, such leave to attend at court shall be without pay.

23.4.4 Employees in receipt of regular earnings while serving as a juror or witness shall remit to the college all monies paid to them by the court, except traveling and meal allowances not reimbursed by the college.

23.4.5 The employee shall report to work as soon as possible when excused from duty, provided there are more than three and a half (3.5) hours of work left in the workday.

23.4.6 Time spent at court by an employee in an official capacity with the college shall be at the employee's regular rate of pay.

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

23.4.8 For all court leaves, employees shall inform their supervisor, and the Director, Human Resources, as soon as they are aware that such leave is required.

23.5 Special Leave

An employee may be granted leave of absence with pay for up to a total of ten (10) work days per calendar year for any one or a combination of the following reasons:

23.5.1 Family Illness

In the event of illness of a member of the immediate family of the employee, and where no one at home other than the employee can provide for the needs of the ill person, the employee is entitled to special leave. A medical certificate may be required in such instances.

23.5.2 Cultural Leave

An employee may request special leave for the purposes of cultural leave. The leave request must be submitted in writing to the Director, Human Resources, a minimum 1-month prior to the start of the leave, and must be approved by the appropriate Senior Manager.

23.5.3 Bereavement Leave

Special leave may be granted for bereavement leave.

23.5.4 Birth Leave

Upon written request, an employee shall be entitled to Special Leave to attend the Birth of his/her child, or his/her spouse's child.

23.6 Sick Leave

23.6.1 All full time employees shall accumulate 1.5 working days of sick leave credit for each full month of employment.

23.6.2 Sick leave for part time and term employees will be calculated on a pro-rated basis.

23.6.3 Unused sick leave for continuing employees shall be cumulative to a maximum of ninety (90) working days for subsequent use.

23.6.4 Unused sick leave for term employees shall not be transferable from appointment to appointment.

23.6.5 A doctor's note is required for absence over five (5) continuous working days.

23.6.6 Up to eighteen (18) days sick leave may be taken in advance, when approved by the President. A doctor's note will be required in such instances. If an employment relationship terminates and the employee has a sick leave debit, the employee will be required to repay it. At the discretion of the Institute, the remaining balance may be deducted from the employee's final pay.

23.6.7 Unpaid sick leave in excess of the above limits may be approved by the President.

23.6.8 Chronic absenteeism may lead to a formal review as per Article 14.

23.7 Parental Leave

23.7.1 Pregnancy Leave

- 23.7.1.1 Pregnancy leave will be granted as per the provisions of the Employment Standards Act, on written application to the appropriate Senior Manager with a copy to the Director, Human Resources.
- 23.7.1.2 The written application for maternity leave will be supported by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child.
- 23.7.1.3 If the leave will affect part or all of any semester, the employee shall give as much notice as possible to allow satisfactory arrangements to be made to cover any duties involved.
- 23.7.1.4 The duration of the leave shall be determined by the Director, Human Resources in consultation with the employee, taking into account individual needs, the Institute's needs, as well as any statutory requirements. The duration of the leave shall not normally exceed twelve (12) months less any accrued vacation entitlement.
- 23.7.1.5 The leave may be extended for up to an additional six (6) months where a physician's certificate is presented certifying that, for medical reasons, the health of either the mother or the child dictates such an extension.
- 23.7.1.6 The leave shall be in accordance with the Maternity SUB plan.
- 23.7.1.7 An employee shall not use accumulated sick leave entitlement for maternity/legal adoption purposes.
- 23.7.1.8 Vacation, sick leave and increment entitlements will accrue only for the duration of the maternity leave falling within the time limits prescribed in the Employment Standards Act (i.e. a maximum of *thirty-two (32)* weeks).

23.7.2 Parental Leave for Birth & Adopting Parents

Parental and Legal Adoption Leave will be granted as per the provisions of the Employment Standards Act, on written application to the appropriate Senior Manager with a copy to the Director, Human Resources.

23.7.3 Benefits Continuous

Notwithstanding that the leave shall be without pay, the NVIT Board shall continue to make its share of the premium contributions for group benefits pensions, and medical plan, during the leave, provided the employee does the same.

23.7.4 Reinstatement

When an employee resumes employment at the expiration of the leave, the employee shall be reinstated in all respects by the Employer into the position previously occupied, or a comparable position.

23.8 Pregnancy Leave/Parental Leave - SUB Plan

A continuing employee is eligible to apply for one of the four Pregnancy/Parental Leave Plans described in Appendix #2.

Article 24 Vacation & Statutory Holidays

24.1 Vacation

24.1.1 The annual vacation for a full time continuing faculty is forty (40) days.

24.1.2 The annual vacation for a full time continuing staff member is as follows:

- Less than one year of continuous service: 1.25 days off for each completed month of service
- One (1) completed year of continuous service through four (4) completed years of service: fifteen (15) work days annual vacation.
- Five completed years of continuous service: twenty (20) work days annual vacation.
- Seven (7) completed years of continuous service: twenty three (23) work days annual vacation.

- Ten (10) completed years of continuous service: twenty five (25) work days annual vacation.
- Fifteen (15) completed years of continuous service: twenty eight (28) work days annual vacation.
- Twenty (20) completed years of continuous service: thirty (30) work days annual vacation.

The following summarizes the aforementioned entitlements:

Years Service	Vacation Days
1-4	15
5.....	20
7.....	23
10.....	25
15.....	28
20.....	30

Existing support staff will be red circled at their existing vacation entitlement, until such time that it becomes beneficial to be placed on the new vacation entitlement.

24.1.3 Part time continuing faculty and staff shall be entitled to vacation days calculated on a pro rated basis to reflect the actual work load.

24.1.4 The following applies to continuing faculty and staff:

24.1.4.1 Vacation will be taken at a time mutually agreed upon between the employee and the Employer.

24.1.4.2 In the event an employee terminates employment, and has taken unearned vacation, the overpayment shall be deducted from the final paycheque or repaid by the employee on request by the Institute.

24.1.4.3 Vacation entitlements are accrued on a monthly basis. Vacation will be prorated for less than a full month of employment.

24.1.4.4 New employees are entitled to take accrued vacation after the first three months of employment

24.1.4.5 All employees on appointments, which span the period of December 24th to January 1st, shall receive that period as time off with pay. If employees are required to work the non-statutory days in that period, the holidays will be scheduled at a later date.

24.1.4.6 After completion of two (2) years of continuous service, a full time continuing employee may defer up to ten (10) days of vacation time upon written request to the Director, Human Resources. The deferred time must be used by June 30th of the subsequent year. Such requests will not be unreasonably denied.

24.1.5 Term and casual employees shall receive vacation pay of 4% calculated on each paycheque.

24.2 Statutory Holidays

24.2.1 The following days are recognized as Statutory Holidays:

- New Year's Day
- Good Friday
- Victoria Day
- Canada Day
- BC Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day

and any other day declared a statutory holiday by the Federal or Provincial Government.

24.2.2 Statutory Holiday Pay

Continuing employees are entitled to statutory holidays with pay. Sessional and part time employees will be paid in accordance with the Employment Standards Act of British Columbia.

24.2.3 Easter Monday

Easter Monday shall be recognized as a holiday, continuing and term employees scheduled to work on that day, will be entitled to a day off with pay.

24.2.4 Aboriginal Day

June 21, National Aboriginal Day is not a statutory holiday. The Board of NVIT believes it is extremely important that NVIT, as a recognized leader in the First Nations community, show its support for this National holiday. Although NVIT does not have its own celebration at this time, it is probable that in the near future, NVIT will have its own Aboriginal Day festivities. Accordingly, the decision on how Aboriginal Day will be celebrated will be considered on a year to year basis, and be determined by the President.

Article 25 Allowances

25.1 Mileage

Employees required to use private vehicles for Institute business will be reimbursed at the rate of thirty-four cents per kilometer.

25.2 Meals and Accommodation

25.2.1 An employee required to travel on Institute business outside of the Merritt area will be reimbursed for reasonable expenses for meals, accommodation, and transportation. Travel shall be pre-approved by the Institute. Claims must be accompanied by receipts, other than for meals.

25.2.2 Meals Allowances (No receipts required):

Full Day	\$ 40.00
Breakfast only	\$ 8.00
Lunch only	\$ 10.00
Dinner only	\$ 20.00

25.2.3 Breakfast should not be claimed if travel begins after 7:00am or terminates before 7:00am.

25.2.4 Lunch should not be claimed if travel begins after 12 noon or terminates before 12 noon.

25.2.5 Dinner should not be claimed if travel begins after 6:00pm or terminates before 6:00pm

25.3 Lodging

Oct 1 to April 30	Maximum of \$70.00 per night
May 1 to Sept 30	Maximum of \$95.00 per night

25.3.1 In the event of accommodation at a private residence, employees may claim \$20 per night for miscellaneous hospitality.

25.4 Fares for Public Transport

The employee will be reimbursed the actual cost of public transport based on economy fares.

Article 26 Health and Safety

- 26.1 The Institute agrees to make reasonable and proper provision for the maintenance of high standards of health and safety in the workplace.
- 26.2 The Union and the Institute agree to comply with all regulations made pursuant to the Worker's Compensation Act, or any other statute of the Province of B.C. pertaining to the working environment.

26.3 Occupation Health and Safety Committee

- 26.3.1 The Institute shall maintain an Occupational Health and Safety Committee in keeping with the Industrial Health and Safety Regulations of the Workers Compensation Board and ensure such committees carry out all the duties and responsibilities in accordance with the regulations.
- 26.3.2 The Occupational Health and Safety Committee shall assist in creating a safe place of work, shall recommend actions which will improve the effectiveness of the occupational health and safety program, and shall promote compliance with the Industrial Health and Safety Regulations.

Article 27 Harassment

27.1 Statement of Commitment

- 27.1.1 The Employer and the Union are committed to the principles and provisions of the BC Human Rights Code and in providing a learning and working environment free from discrimination.

27.1.2 The Employer has the authority and responsibility to make every effort to prevent harassment and to provide procedures to handle complaints, to resolve problems and to remedy situations where harassment occurs.

27.1.3 Harassment is a serious offence that may be cause for disciplinary action including, where appropriate, dismissal or expulsion.

27.2 Definitions

27.2.1 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.

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

- is abusive or demeaning,
- would be viewed by a reasonable person experiencing the behaviour or effect of the behaviour, as an interference with the person's participation in activities at NVIT,
- creates a poisoned environment.

27.2.1.2 Discrimination relates to any of the prohibited grounds in the BC Human Rights Code: 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.

27.2.3 Sexual harassment is behavior of a sexual nature by a person who knows or ought reasonably to know that the behavior is unwanted or unwelcome, and:

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

27.3 Procedures

27.3.1 Mediation

- 27.3.1.1 When a complaint is received by the Employer involving an individual covered by this Collective Agreement, the parties will initiate a mediation procedure.
- 27.3.1.2 The parties agree that the mediation process is the recommended avenue of resolution and will encourage participation of the individuals involved.
- 1) The persons involved shall agree to an appropriate person to facilitate the mediation as proposed by the Employer and Union.
 - 2) The mediation process and resolution will be kept strictly confidential by all participants.
 - 3) 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 to be concluded.
 - 4) 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.

27.3.2 Investigation

- 27.3.2.1 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 Employer and Union.
- 27.3.2.2 An investigator will be appointed within ten (10) working days of referral.
- 27.3.2.3 The appointment of an investigator does not preclude that investigator from mediating the dispute where possible.
- 27.3.2.4 Any complaint of harassment will be kept confidential except as necessary to investigate and resolve the issue.

27.3.3.3 Terms of Reference of the Investigator

- 1) The purpose of the investigator will be to ascertain the facts.
- 2) All persons quoted in the investigation will be named.
- 3) The investigator will conclude the investigation within ten days of appointment and submit a report within a further five days.
- 4) The Employer, the complainant, the respondent and the Union will each receive a copy of the investigator's report as well as the Employer's written determination as outlined below.
- 5) 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.
- 6) Despite the above Article, NVIT 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.
- 7) NVIT 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.
- 8) The investigator will not be called as a witness in any arbitration or other legal procedure resulting from the investigation.
- 9) The investigator may, as part of his/her report, make recommendations for resolution of the complaint.
- 10) The investigator's report will not be placed on an employee's file.

27.4 Findings

- 27.4.1 The Employer will make a written determination based upon the facts and recommendations, if any, within ten (10) working days of receipt of the investigator's report.

27.4.2 The determination will:

- state the actions, if any, to be taken or required by the Employer,
- include, where appropriate, a statement of exoneration.

27.5 Rights of the Parties

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

27.5.2 The above noted procedure does not restrict the Employer's right to take disciplinary action or the Union's right to grieve such disciplinary action or to grieve an alleged violation of this Article.

27.6 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.

Article 28 Personal Harassment

28.1 For the purposes of this Article, personal harassment includes:

- Physical threat, intimidation, or assault,
- Unwelcome behavior or comment that is directed at, or offensive to any employee that demeans, belittles, causes personal humiliation or embarrassment to the employee, or any employees, or
- The improper use of power and authority inherent in the position held.

28.2 Personal harassment does not include the appropriate exercise of management's right to direct the work force, evaluate employees, or take where warranted appropriate progressive discipline steps up-to and including termination for just and reasonable cause.

28.3 Employees are encouraged to process complaints using traditional aboriginal methods of conflict resolution. Alternatively, an employee may follow the process of mediation and/or investigation as set out in the agreed to Human Rights provision, excluding the option of proceeding to third party arbitration.

- 28.4 Where a person who is the subject of the complaint is the management representative at any step of the grievance procedure then the Union will present the grievance to the President, or in the case of the subject being the President, a nominee of the Board Chair.

Article 29 Copyright and Intellectual Property

29.1 Copyright Ownership

29.1.1 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:

29.1.1.1 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 29.1.1.2 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

29.1.1.2 belongs to the Institution where one or more employee(s):

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

29.2 Employer Rights to Materials Copyrighted by Employee(s)

Where the employee holds the copyright pursuant to 29.1.1.1, 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.

29.3 Employee Rights to Materials Copyrighted by the Employer

Where the Institution holds the copyright pursuant to 29.1.1.2, 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.

29.4 Joint Review

The Union Management Committee may, at the request of either party, review issues arising from the application of this Article.

Article 30 Health and Welfare Benefits

The Employer agrees to continue the following benefits, in effect at the commencement of this Agreement.

30.1 All eligible employees and their dependents will be enrolled in the one of the following plans. An employee may decline to be enrolled in the plans, and in so choosing, must indicate in writing by signing a waiver form. The benefits coverage is as dictated by the terms of the contract. The Employee Benefit Booklet is a guide. In the case of any discrepancy, the contract will be correct.

30.2 Plan A (Employees Who are Covered for All Benefits That are Provided)

30.2.1 Group Life Insurance and Dependent Life Insurance

- All full time continuing employees will become eligible for this benefit on the date following 3 months' continuous, active employment.
- Group Life coverage is three (3) times annual salary to a maximum of \$250,000.
- Beginning on the 1st of the month following this Agreement being ratified, the employees will pay one hundred (100%) percent of the premium cost of the Group Life Insurance premium.
- Additional information regarding employee Life Insurance is available in the Employee Benefit Booklet from the Human Resources Office.

30.2.2 Extended Health and Emergency Travel Assistance (Excluding Weekly Indemnity, AD&D, & LTD)

- All full time continuing employees will become eligible for these benefits on the date following 3 months' continuous, active employment.
- Extended Health Benefits are as described in the Employee Benefit Booklet.

- Beginning on the 1st of the month following this Agreement being ratified, the Employer will pay one hundred (100%) percent of the premium cost of the Extended Health and Emergency Travel Assistance Benefits (not including Weekly Indemnity, Long Term Disability, and AD&D)

30.2.3 Weekly Indemnity, Long Term Disability, AD&D

- All full time continuing employees will become eligible for these benefits on the date following 3 months' continuous, active employment.
- Weekly Indemnity, Long Term Disability, and AD&D benefits are as described in the employee Benefit Booklet. Weekly Indemnity and Long Term Disability benefits to be 55%.
- Beginning on the 1st of the month following this Agreement being ratified, the employee will pay one hundred (100%) percent of the premium cost for Weekly Indemnity, Long Term Disability, and AD&D. This will result in the WI and LTD benefits being non-taxable.

30.2.4 Dental Plan

30.2.4.1 All full time continuing employees will become eligible for these benefits on the date following 3 months' continuous, active employment:

- Deductible Nil
- Plan "A" 100% for Basic Plan Services
- Plan "B" 80% for Major Restorative Services
- Plan "C" 50% for Orthodontics

30.2.4.2 Dental Benefit as described in the Employee Benefit Booklet.

30.2.4.3 Beginning on the 1st of the month following this Agreement being ratified, the Employer will pay one hundred (100%) percent of the premium cost for the Dental Plan

30.3 Plan B (Employees Who Opt out of Extended Health and Dental and Emergency Travel Assistance)

30.3.1 Group Life Insurance

- All full time continuing employees will become eligible for this benefit on the date following 3 months' continuous, active employment.

- Group Life coverage is three (3) times annual salary to a maximum of \$250,000.
- Beginning on the 1st of the month following this Agreement being ratified, the employees will pay fifty percent (50%), and the Employer will pay fifty percent (50%) of the premium cost of the Group Life Insurance Premium.
- Additional information regarding employee life insurance is available in the Employee Benefit Booklet from the Human Resources Office.

30.3.2 Weekly Indemnity, Long Term Disability, AD&D

- All full time continuing employees will become eligible for these benefits on the date following 3 months' continuous, active employment.
- Weekly Indemnity, Long Term Disability, and AD&D benefits are as described in the Employee Benefit Booklet. Weekly Indemnity and Long Term Disability benefit to be 55% of basic earnings.
- Beginning on the 1st of the month following this Agreement being ratified, the employee will pay fifty percent (50%), and the Employer will pay fifty percent (50%) of the premium cost for Weekly Indemnity, Long Term Disability, and AD&D. This will result in the WI and LTD benefit being taxable.

30.3.3 In plan "B", where the group life insurance premiums are shared 50% / 50% between the Employer and the employee, half of the premiums paid for an employee will be added to his or her taxable income.

30.4 Medical Services Plan

30.4.1 All continuing employees employed at .6 fte or greater, are eligible to enroll in NVIT's Medical Services Plan upon completing 3 months' continuous, active employment.

30.4.2 The Medical Services Plan is cost shared 50% employer paid, and 50% employee paid.

30.5 Pension and Retirement Provisions

30.5.1 Pension enrollment criteria will be as determined by the Superannuation Commission for all faculty and staff.

30.5.2 The employee and the Employer will contribute to the cost of the pension coverage in accordance with the rules and regulations determined by the Superannuation Commission.

30.6 Workers' Compensation

- 30.6.1 All employees shall be covered by the Workers' Compensation Act. No employee shall have their employment terminated as a result of absence from work due to a compensable accident.
- 30.6.2 During the period an employee is in receipt of Workers Compensation benefits, the Employer will stop paying the salary to the employee. If the employee chooses to pay their share of the required premiums for pension, and group benefits, the Employer will continue to pay their share.
- 30.6.3 The Union and the Institute agree to comply with all regulations made pursuant to the Workers' Compensation Act, or any other statute of the province of British Columbia pertaining to the working environment.
- 30.7 All part time continuing, and full time term employees, following three consecutive calendar months of employment, will receive 2% of their gross earnings on each pay cheque in lieu of benefits.

Article 31 Retroactivity

Terms and conditions of this Agreement shall become effective only on and from the date of execution of this Agreement, except where the terms and conditions are clearly identified in the Agreement as being effective on a different date.

Article 32 Term of Agreement

- 32.1 The term of this Agreement shall be from April 1, 2000, to March 31, 2003, and shall remain in force and effect after that date, until a new Agreement has been negotiated.
- 32.2 The wage schedules for the faculty and support staff shall be increased by the percentage amount equivalent to any wage percentage increase negotiated between the College, University College, Institute and Agency Employers and the Faculty/Instructors as part of the Common Agreement for the period and term of this Agreement, on the same dates as they are implemented for the system.

- 32.3 The parties agree to reopen the Agreement on March 31, 2002, to negotiate the following provisions:
- Health and Welfare Benefits
 - Hours of work / Work loads / Class Size / Allocation of Work
 - Regularization
 - CE / Extensions
- 32.3.1 Should the parties be unable to reach agreement on the above issues within 120 days, or another date agreed to by the parties, of the date of the re-opener, either party to this Agreement may request the appointment of a mediator by the Labour Relations Board.
- 32.3.2 Should the parties be unable to reach an agreement with the assistance of the mediator, either party may refer the outstanding issues to an interest arbitrator for final and binding resolution.
- 32.4 The parties may mutually agree to extend the time lines found in this Article.
- 32.5 The application of Sections 50 (2) and (3) of the Labour Relations Code is excluded from this Agreement.
- 32.6 The College and Union agree that there will be no strikes or lock-outs during the term of this Agreement

Article 33 Increments

- 33.1 Subject to satisfactory service and other provisions of this Agreement, a continuing employee will advance one (1) step on the salary schedule (up to the maximum on their pay scale) on his/her increment date.
- 33.2 The increment date is the first day of the pay period following the earning of twelve months' full time work.
- 33.3 Service as a term employee may result in a delay and alteration of the increment dates so that the employee receives his/her increment at the beginning of the month following the month in which the equivalent of twelve months of full time employment have been accumulated.
- 33.4 Increment dates shall be delayed, and altered accordingly, if an employee is absent from duty without pay except as per Articles 23.7 and 23.8 (maternity leave). The period of delay is as described in Article 23 (leave plans).

Article 34 Support Staff Salaries

34.1 Compensation

Effective April 1, 2000, all continuing support staff shall receive a \$1200 increment lift. On October 1, 2000 the following support staff scales will come into effect. Employees will slide over to the new scale and will be placed at the next higher step. Those employees on the current Level One or Two will now be on the new Level One. Those employees currently on Level Three will now be on the new Level Two.

Level 1

STEP	SCALE
1	20,000
2	21,200
3	22,400
4	23,600
5	24,800
6	26,000
7	27,200
8	28,400
9	29,600
10	30,800

Level 2

STEP	SCALE
1	27,000
2	28,200
3	29,400
4	30,600
5	31,800
6	33,000
7	34,200
8	35,400
9	36,600
10	37,800

34.2 Placement Guidelines

34.2.1 Initial placement is based on qualifications and experience, and can not be grieved.

34.2.2 Minimum qualifications are defined for each position as per the job posting.

- 34.2.3 One additional step for an additional two years of NVIT approved relevant formal educational qualifications.
- 34.2.4 One step for every two years of relevant work experience.
- 34.2.5 Work experience at NVIT - One step for each full year of work.

Article 35 Faculty Salaries

35.1 Compensation

- 35.1.1 Effective April 1, 2000, all continuing faculty will receive a \$2000.00 increment lift *to their* current annual salary. April 1, will now be the new increment date for all continuing faculty on staff as of the signing date of this Agreement.
- 35.1.2 On Oct 1, 2000 the Provincial Salary Grid will be implemented. All faculty, will slide over with their existing salary, and will be placed on scale at the next higher salary (step).

35.1.3 Provincial Salary Grid

STEP	SCALE
1	65,200
2	63,173
3	61,360
4	59,599
5	57,889
6	56,227
7	54,614
8	53,046
9	51,524
10	50,045
11	48,609
12	47,214
13	45,859

35.2 Placement Guidelines

- 35.2.1 The placement guidelines for new continuing faculty will be as follows:

35.2.1.1 Qualifications at an NVIT approved institution

Two year Diploma -1st Step
Bachelors Degree - 2nd Step
Master's Degree - 3rd Step
Doctorate Degree - 5th Step

Relevant Post Secondary Teaching Experience/Professional Experience 1:1
Relevant work experience (Grade 11 & 12 teaching) 3:1
Relevant work experience (Including K – Grade 10 teaching) 5:1

35.2.1.2 The maximum number of steps that can be used through “relevant work experience” is three. NVIT reserves the right to place individuals at a higher placement on the scale.

35.2.1.3 The institute reserves the right to determine whether diploma and degree qualifications presented by employees will be recognized for employment and/or pay purposes.

35.2.1.4 For the purposes of this Article, 12 months' full time = one year.

35.2.1.5 Term faculty teaching less than or equal to 2 courses will not be placed on the scale. They will be compensated at a rate of \$4,000 per section. Term faculty teaching greater than 2 courses will slide over onto the new scale using their existing salary, and will be placed on the scale at the next highest salary and will be paid pro rata.

The parties hereto have executed this Agreement.

Nicola Valley Institute of Technology
Employees' Association

Nicola Valley Institute of Technology

Signed in _____ BC, this ____ day of _____, 2000.

Appendix 1 **Employee List**

Upon agreement of the dates of hire of all bargaining unit employees, the employee list will be inserted here.

Appendix 2 Pregnancy/Parental Leave SUB Plans

1 Maternity Leave SUB Plan (Pregnant Mothers)

Group 2 Employees

- 2 week waiting period - weekly salary of 70% normal income
- 13 weeks - weekly salary of 62% of normal income (55% EI, 7% SUB)

Group 3 Employees

- 2 week waiting period - weekly salary of 83% normal income
- 13 weeks - weekly salary of 75% of normal income (55% EI, 20% SUB)

Group 4 Employees

- 2 week waiting period - weekly salary of 95% normal income
- 13 weeks - weekly salary of 89% of normal income (55% EI, 34% SUB)

2. Parental Leave SUB Benefits (Pregnant or Adopting Mother or Father)

Group 2 Employees

- 2 week waiting period - weekly salary of 50% normal income
- 8 weeks - weekly salary of 62% of normal income (55% EI, 7% SUB)

Group 3 Employees

- 2 week waiting period - weekly salary of 75% normal income
- 8 weeks - weekly salary of 73% of normal income (55% EI, 18% SUB)

Group 4 Employees

- 2 week waiting period - weekly salary of 90% normal income
- 8 weeks - weekly salary of 87% of normal income (55% EI, 32% SUB)

3 Maternity Leave (Pregnant Mother)

- No benefits for less than one year of employment
- 10 days full pay for one and up to two years of employment
- 20 days full pay for two and up to four years of employment
- 30 days at full pay for four or more years of employment

4 Parental Leave (Pregnant or Adopting Mother or Father)

- No benefits for less than one year of employment
- 7 days full pay for one and up to two years of employment
- 14 days full pay for two and up to four years of employment
- 21 days at full pay for four or more years of employment

5 Definitions

- Group 1 Employees - Continuing employees who have been employed by NVIT a minimum of one year or equivalent to one year.
- Group 2 Employees - Continuing employees who have been employed by NVIT a minimum of two years or equivalent to two years.
- Group 3 Employees - Continuing employees who have been employed by NVIT a minimum of three years or equivalent to three years.
- Group 4 Employees - Continuing employees who have been employed by NVIT a minimum of four years or equivalent to four years.

Letter of Understanding #1 - Regularization

Effective August 16, 2000, the Employer agrees to create a full time continuing employment relationship with the following employees:

- Gordon Prest, Instructor, Natural Resources Technology
- Gerry William, Instructor, Indigenous and Academic Studies
- Kathleen Wasacase Janzen, Instructor, Indigenous and Academic Studies
- Brent Langlois, Instructor, Natural Resources Technology
- Ava Dean, Instructor, Social Work

Signed in _____ BC, this ____ day of _____, 2000.

Nicola Valley Institute of Technology
Employees' Association

Nicola Valley Institute of Technology

Letter of Understanding #2 - Elders

The parties agree that for the term of this Agreement, Elders shall not be considered members of the bargaining unit.

However, Elders, who in addition to their role as spiritual and cultural advisors, accepting a teaching assignment that is for more than one course per semester shall be considered members of the bargaining unit.

Signed in _____ BC, this ____ day of _____, 2000.

Nicola Valley Institute of Technology
Employees' Association

Nicola Valley Institute of Technology

Letter of Understanding #3 - Employee Evaluations

- 1 The parties agree that employee performance evaluations are an important component to monitor and improve job skills and effectiveness and to assess an employee's suitability - for reappointment or continuing appointment.
- 2 The parties agree that evaluations of faculty and support staff may include but not be limited to responses from students where appropriate, colleagues or peers, and supervisors. Both faculty and staff evaluations may also include self-evaluation.
- 3 The parties also agree that it is the responsibility of the first excluded supervisor of the employee to perform the evaluation.
- 4 The parties further agree that two committees; one for faculty and one for support staff will be formed within 28 days of the signing of the Agreement, with the following composition and mandate:
 - 4.1 The committee will be comprised of equal representation from the Union and management, with at least two members from each side.
 - 4.2 Without limiting the generality of the following, the committee shall have the responsibility for the development of an evaluation tool for faculty and staff, to determine who will give input to the evaluator; frequency of evaluations; how an employee may dispute their evaluation, and other issues that may arise from discussion of the committee members.
 - 4.3 This task shall be completed within six months of the first meeting of the committee, or another date, as may be agreed to by the parties.
 - 4.4 Once the work has been completed, the process and any language that has been agreed to will be incorporated into the Collective Agreement by a letter of understanding.
 - 4.5 In the event that the parties are unable to reach agreement on any of the issues that arise from the mandate of the committee, they will then be referred to the President for resolution. In the event that there is no resolution, either party may refer the outstanding issues to a third party for final arbitration.

Signed in _____ BC, this ____ day of _____, 2000.

Nicola Valley Institute of Technology
Employees' Association

Nicola Valley Institute of Technology

Letter of Understanding #4 - Academic Issues

1. The parties agree that defining the academic components of the institution is critical to the long-term success of NVIT. Academic integrity, accountability and fairness are required when dealing with the academics of the Institution.
2. The parties agree that at the signing of this Agreement some work is required around the definition of a section, the value of a section, the definition of a lab, the section value of a lab, and various other academic components at NVIT.
3. The parties also agree that it is the responsibility of the Academic Dean to ensure that the academic integrity of the Institution is maintained.
4. The parties further agree that a committee will be formed within 28 days of the hiring of an Academic Dean, with the following composition and mandate:
 - 4.1 The committee will be comprised of equal representation from the Union and management, with at least two members from each side.
 - 4.2 Without limiting the generality of the following, the committee shall have the responsibility for defining a section, the equivalent value of a section, the value of labs, seminars, and other non-lecture formats, and other academic components as required.
 - 4.3 This task shall be completed within six months of the meeting of the committee, or any other date as may be agreed to by the parties.
 - 4.4 Once the work has been completed, the process and any language that has been agreed to will be incorporated into the Collective Agreement by a letter of understanding.
 - 4.5 In the event that the parties are unable to reach agreement on any of the issues that arise from the mandate of the committee, they will then be referred to the President for resolution. In the event that there is no resolution, either party may refer the outstanding issues to a third party for final arbitration.
5. Provided the above process is successful, the parties agree to explore the use of this process for other similar outstanding academic issues/definitions.

Signed in _____ BC, this ____ day of _____, 2000.

Nicola Valley Institute of Technology
Employees' Association

Nicola Valley Institute of Technology

