

# Collective Agreement

*BETWEEN*

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

*AND*

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

WHEREAS NVIT 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 Nicola Valley Institute of Technology covered by the BC  
Labour Relations Board Certification,

*THEREFORE it is agreed that for the term of  
April 1, 2007 to March 31, 2010:*

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## **Article 1 Parties to, Purposes of, the Agreement**

### **1.1 Commitment of Parties**

The parties to this Agreement, NVIT 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 NVIT and the Union to the benefit of both parties.
- 1.1.2 Endeavour 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 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 collegial model of administration, 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 NVIT 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, NVIT 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.

### **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, NVIT 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 NVIT agrees that the grounds upon which the Union refused or terminated such employee's membership are valid to justify his or her discharge by NVIT.

### **6.2 Dues Check-Off & Initiation Fees**

- 6.2.1 For all employees covered under the bargaining unit, NVIT 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 NVIT 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 on a monthly basis 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 NVIT is obliged to deduct any amount, the secretary or president of the Union must advise the Vice President Corporate Services' 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 NVIT 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 NVIT, 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.

6.5 Within 60 days of execution of the Collective Agreement, NVIT shall provide a copy to each member of the union bargaining committee and will post the agreement on the NVIT website.

6.6 A list of all courses taught, the location of the course and the instructor teaching the course will be provided to the Union each term.

6.7 When a new collective agreement is being negotiated at the local level, the parties will make every effort to schedule negotiation meetings to minimize such scheduling conflicts while maintaining reasonable frequency of bargaining sessions. However, NVIT will provide paid release for up to four Union bargaining team members, of which at least one must be a support staff. Bargaining committee members making use of the release shall be identified to NVIT prior to commencement of bargaining. Faculty may be released at any time except during their scheduled classes.

## **Article 7 Bargaining Unit Description**

- 7.1 The bargaining unit description for employees in this unit is the continuing and term employees of Nicola Valley Institute of Technology primarily involved in teaching, counselling, library services 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
  - Vice President Corporate Services
  - Vice President Learning Services & Community Partnerships
  - Dean of Distributed Learning
  - Dean of Instruction and Student Success
  - Director of Integrated Systems & Institutional Research
  - Director of Enrolment Services & Registrar
  - Manager of Finance
  - Manager of Budgets and Institutional Reporting
  - Manager, Computing and Communications
  - Administrative Coordinator, Community Education
  - Administrative Assistant to Vice President Corporate Services
  - Human Resource Officer
  - Executive Assistant to the President and Board
  - Administrative Assistant to Vice President Learning Services & Community Partnerships
  - Manager of Facilities
- 7.3 The parties agree that should additional positions be added to the above list, the Union will be provided a copy of the posting. Should the Union disagree with the addition the Union will inform the Vice President Corporate Services in writing prior to the closing date. Failure to inform NVIT within the posting period will be viewed as agreement by acquiescence. In the event that the parties cannot mutually agree, the Union may take recourse as provided under the BC Labour Relations Code.
- 7.4 All members of the NVIT Elders' Council are exempt from the bargaining unit and are not considered part of management.

## **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, who works either full or part-time, and whose term of employment has a defined beginning and end date.
- 8.1.3 Term employees who are hired under any skill development (non faculty) type of funding are not members of the bargaining unit. If the position receives on-going funding from operations, it is deemed bargaining work.
- 8.1.4 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. A casual employee becomes a term employee once they exceed thirty (30) continuous working days.
- 8.1.5 Faculty may only be hired as a casual employees to do bargaining unit work in the following instances:
1. in a short term substitution capacity for an existing faculty member,
  2. on a short term basis with a duration of 4 days or less, or
  3. on a short term basis with a duration of more than 4 days and with agreement from the Union.
- 8.1.6 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, and shall not be deemed members of the bargaining unit or covered by the terms and conditions of this Agreement.

### **8.2 Non-Bargaining Unit Employees/Bargaining Unit Work**

Administrators shall not perform the work assigned to bargaining unit employees where that work becomes the majority of the administrator's work. As a part of their regular duties, administrators shall not instruct more than one bargaining unit course per semester to a maximum of two

bargaining unit courses per calendar year. Administrators shall be required to meet the educational credential normally required to teach the course. Administrators who are assigned instructional work as part of their normal workload shall not receive additional compensation for that work if it is normally assigned to bargaining unit employees.

### **8.3 Faculty Contractors**

Individuals who are contractors, as defined by Canada Revenue Agency, are not included in the above definitions. They may teach up to one course per semester to a maximum of two bargaining unit courses per calendar year, and are not included in this bargaining unit.

### **8.4 Community Education (CE)**

Courses taught through CE are not bargaining unit work.

Notwithstanding the generality of the foregoing, courses taught within a 300 km radius through CE that are also being offered through base operations in the current academic year are bargaining unit work.

In the event that CE intends to offer a program off site, that is currently being offered onsite through base operations, the Administrative Coordinator, CE shall consult with the relevant department head.

### **8.5 Continuing Studies**

Continuing studies courses which are non-credit and non-transferable are not bargaining unit 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 NVIT 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 NVIT 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 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 General**

11.1.1 It is mutually agreed that professional development is in the interests of both parties for the purpose of assisting employees to upgrade present skills and knowledge, adapt to new work methods and procedures, and prepare for career advancement within NVIT and the post secondary system.

11.1.2 NVIT 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.

11.1.3 Professional development for purposes of this agreement is for the maintenance and development of the faculty member's professional competence and effectiveness. The purpose is to assist faculty to remain current and active in their discipline and program.

Professional development for support staff is intended to enhance the effectiveness and efficiency of those skills required in their present position, and to improve the quality of service offered by NVIT.

11.1.4 Professional development activities shall 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 with at least one-year continuous employment are eligible to apply to the Joint Professional Development Committee, for professional development funds.

11.1.5 Where purchase of resources of lasting value is required and approved, the resources will become the property of NVIT.

11.1.6 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 proposal should set out how the time will be used to the advantage of the employee and to that of NVIT. The Senior Manager shall not unreasonably withhold approval of such leave requests.

11.1.7 Each employee who has been granted professional development leave shall prepare a report of those activities and submit the report to the appropriate Senior Manager and the Joint Professional Development Committee.

## **11.2 Joint Professional Development Committee (JPDC)**

- 11.2.1 The administration and allocation of the professional development fund is the responsibility of the Joint Professional Development Committee (JPDC). The JPDC shall determine the criteria and procedures for fund allocation.
- 11.2.2 The JPDC shall consist of three (3) members appointed by the Institute administration, and three (3) members appointed by and from the Union, one of which shall be a support staff member.
- 11.2.3 Professional development funds for continuing employees shall normally not exceed \$1,000 per person per fiscal year.
- 11.2.4 Upon approval by the Joint Professional Development Committee any professional development funds remaining as of March 31<sup>st</sup> may be used to provide indemnity to eligible employees. Eligible employees are those who have requested professional development funds in the current fiscal year and who have spent more than the maximum amount allocated to them prior to March 31<sup>st</sup>. Eligible employees will be required to provide receipts and will be paid equitably from any remaining funds to a maximum amount of \$250.00 each.
- 11.2.5 The JPDC will produce a year end report on the use of professional development activity and the use of funds. The purpose of this report, which shall include costs, shall be to monitor professional development efficiency. This report will be made available to the President of NVIT and to the Union.
- 11.2.6 Upon request, NVIT shall provide to the Union an accounting for all professional development expenditures.

## **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 Institute, 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 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 Institute 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 Vice President Corporate Services 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 Vice President Corporate Services or designate. The Vice President Corporate Services or designate will then arrange, within a reasonable period of time but no more than two (2) work days, to review the employee's personnel file with the employee at a time convenient to the employee and the Vice President Corporate Services 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, Vice President Corporate Services 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.
- 13.5 An employee shall receive a copy of any document that is to be placed in the personnel file, which may be the basis of disciplinary action. The employee, as evidence that a copy has been received, shall sign such documents.

- 13.6 Refusal on the part of the employee to sign such documents shall not preclude their placement in the personnel file and subsequent use for disciplinary purposes. In the event of such refusal, NVIT shall provide the NVITEA with a copy of the document.
- 13.7 Student evaluation surveys are not subject to Article 13.5 above and will be automatically placed in the employee personnel file.

#### **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. Evidence of the use of this informal process shall be provided to the Union President and the Vice President Corporate Services.
- 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 Vice President Corporate Services, 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 Vice President Corporate Services, 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 FPSE 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 endeavour 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 endeavour 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.

## 15.12 Policy Grievance

15.12.1 Should either the Employer or the Union have reason to grieve the actions of the other, or the provisions of this Collective Agreement, then they shall do so within 60 days of the alleged violation. The grievance shall be submitted as a Policy Grievance and the following initiating procedures shall be undertaken:

If the Union wishes to grieve then they will submit the grievance directly to the President, with a copy to the Vice President Corporate Services.

- 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**

Notices of bargaining unit vacancies shall be dated and posted on a designated bulletin board, circulated via email to the Union executive, and posted on the NVIT website for a minimum of ten (10) working days. Employees wishing to apply for the vacancy shall submit a resume within the time period as described in the posting.

- 16.1.1 The job posting will contain the title for the position and a brief description of the duties, qualifications, skills, ability and experience required, as well as the salary. The posting will also indicate whether the position is continuing, or term, the resume review date, the expected start date, and any other pertinent information.
- 16.1.2 Qualified employees who are on a continuing appointment and who apply for a posted position may be granted an interview. NVIT will offer the position to the most suitable candidate so long as that person meets the qualifications required.
- 16.1.3 The BC Human Rights Code permits NVIT to prefer persons of Aboriginal ancestry in hiring and promotion. NVIT is committed to hiring and promoting suitably qualified Aboriginal people.

### **16.2 Selection Committee**

- 16.2.1 Time Limit  
A Selection Committee shall be struck within ten (10) working days of notice or information that a vacancy will occur.

- 16.2.2 Composition

- 16.2.2.1 Faculty

- The Selection Committee shall normally have equal representation from Management and Union. The Union representatives shall consist of the Department Head and faculty within a program/program grouping appointed by the Union. The Union maintains the right to substitute Union members due to lack of availability of department faculty.

- 16.2.2.2 Staff

- The Selection Committee shall normally have equal representation from Management and Union. The Union representatives shall consist of support staff members that are familiar with the position, appointed by the Union. The Union

maintains the right to substitute Union members due to lack of availability of support staff.

#### 16.2.2.3 Academic and Non-Academic Managers

With respect to selection committees for excluded managers, the employer will continue its practice of inviting participation of a representative or representatives selected by the Union.

- 16.2.3 The selection committee will meet to set the agenda, review applications and shortlist, determine questions to be asked during interviews, identify presentations to be made, and skills or features to be identified.
- 16.2.4 Other representatives that may be invited to sit on the selection committee may include a senior administrator, and/or other employees who are familiar with the vacant position. An Elder may also sit on the selection committee as a non-voting participant. The selection process shall not be impeded as a result of the lack of availability of individuals on the selection committee.
- 16.2.5 All time involved in the selection process shall be without loss of pay. The Selection Committee shall interview applicants for the vacant position taking into consideration the qualifications and experience demanded by the advertisement. The Selection Committee shall make their recommendation to the President. The President, or the President's delegate, makes the final decision on whether to make a job offer. These decisions shall not be grieved by the Union. 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 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 #1.
- 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 unfavourable 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 performance issues, the length of the trial period, the trial period interim evaluation date (pursuant to Article 18.3) and identify performance expectations. As such, the employee and appropriate exempt supervisor shall develop a written plan of action outlining the steps needed to address the area(s) of concern and/or actions needed to remedy the situation. Such a plan must be in writing, signed by both the employee and NVIT.
- 18.3 Half way through the trial period, the exempt supervisor shall conduct an evaluation with the employee to provide feedback on progress and an interim assessment.
- 18.4 Upon successful completion of the trial period, the employee shall return to a continuing appointment without term.
- 18.5 If the trial period is not completed successfully termination will occur as per Article 14, Discipline, Suspension, Dismissal. By mutual agreement between the employee and NVIT, a second trial period (not exceeding the time allowed in the first trial period) is considered an appropriate alternative to termination.
- 18.6 There shall be no more than one (1) trial period in succession, except as provided for in 18.5 above.
- 18.7 There shall be no more than two (2) trial periods within any two (2) year period.
- 18.8 An employee has the right to dispute NVIT's decision to terminate their employment after the trial period and may file a grievance at Step Three of the grievance procedure.

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**Article 19 Department Heads/Coordinator**

- 19.1 The position of Department Head is defined as a faculty member who is given release time to perform departmental duties as defined by NVIT.
- 19.2 Department Head release will be posted and continuing faculty within the department may apply. An interview process with the Dean and department faculty will be held. The Department Head will be selected by mutual agreement between the department faculty and the Dean and shall serve at the pleasure of the Dean. NVIT has a preference for hiring and promoting suitably qualified Aboriginal people into the position of Department Head. Where mutual agreement is not achieved, the Dean and department faculty may seek alternative Department Head representation within NVIT from continuing faculty. In the event that mutual agreement still cannot be achieved, NVIT reserves the right to assign the release.
- 19.3 Department Head release will normally be for a three year term. Department Heads shall normally have no more than two consecutive appointments. Upon expiry of the appointment, the Dean, together with the department, will engage in the process of selecting a new Department Head. Where possible, this process shall normally be completed by March 1 of the last year of the current Department Head's appointment to allow for a period of transition. The new Department Head will normally start on May 1.
- 19.4 Department Heads shall not receive additional compensation.
- 19.5 Faculty accepting an appointment as Department Head shall have up to a 50% release from their normal full time workload. This release may vary during the term of the appointment.

## **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 of 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 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.
- 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 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

### **20.3 Expertise in a Department/Program/Discipline**

- 20.3.1 If it becomes necessary to reduce the number of continuing employees in one or more departments/disciplines/program areas, the principle of seniority will be one of the determining factors.
- 20.3.2 In the event a continuing employee in a department/discipline/program has been identified for layoff, he/she may displace an employee with less seniority within his/her area of expertise providing the employee exercising the right has equal or greater qualifications to perform the work of the employee with less seniority. The employee must give written notice within ten (10) working days of receipt of the layoff notice, of an intention to displace a specific employee with less seniority.
- 20.3.3 In the event that a Union employee will be laid off, NVIT will notify the Union at least 30 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, cross functional area appointments.
- At the same time as an employee is given layoff notice, an updated seniority list will be provided.
- 20.3.4 Notwithstanding the above, NVIT reserves the right to favour persons of Aboriginal ancestry.
- 20.3.5 If 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 seniority shall be maintained.

### **20.4 Seniority List**

NVIT will maintain a seniority list and update it annually in January by posting on the bulletin board and emailing to the Union.

## **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 enrolment, elimination of or a reduction of programs, courses, and activities, and/or a shortage of funds.
- 21.2 Where such event(s) occur, NVIT 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 departments/disciplines/program 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.

21.4.2 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**

In the event of layoff, a minimum of three (3) months' written notice shall be given to the continuing faculty employee. Term 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 Vice President Corporate Services.

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 department/discipline/program, 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 Vice President Corporate Services 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 employee 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 Vice President Corporate Services 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**

NVIT 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 Faculty Presence on Campus**

The parties agree that the NVIT community is enhanced through the presence of and participation by full time instructional faculty. Hence, full time instructional faculty will be encouraged by the parties to maintain a significant presence on campus.

### **22.5 Overtime**

All overtime must be authorized in advance by the Vice President Corporate Services, 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 honoured.

## **22.6 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.

## **22.7 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 work load for continuing and term full time faculty shall be subject to the following, unless mutually agreed to by the employee and Institute:

- 22.7.1 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 May 1<sup>st</sup> to April 30<sup>th</sup> for the purposes of this article. 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.
- 22.7.2 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.
- 22.7.3 In the case of an employee who has an assignment of 7 sections, as per 22.7.1 above, an overload is not considered unless an employee works eight (8) sections or more.
- 22.7.4 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.
- 22.7.5 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.

- 22.7.6 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.
- 22.7.7 In the event of a pending layoff of a continuing full time faculty member for whom a full workload is no longer available, the parties agree to meet to identify opportunities, including the scheduling of Community Education (CE) courses, to determine how the employer will load that faculty member with CE sections in order to prevent layoff.

The parties agree that the utilization of CE work to prevent layoff is subject to:

- CE having a contractual arrangement to deliver courses, and
- the employee being qualified, and
- courses are scheduled to commence at least 30 days from notice of layoff.

The maximum number of non bargaining unit courses that can be utilized under this article is four (4) per academic year and will be subject to Article 22.10. No more than one half of an employee's workload can be loaded through this article. This article will not be applied when an entire program is no longer offered. Should the instructor refuse the appointment of CE courses, layoff will proceed as per Article 21.

### **22.7.8 Overload (local Provisions)**

- 22.7.8.1 If a member of the faculty responds to a posting by NVIT and is successful, the faculty member would be in an overload. The faculty member shall be paid in accordance with the provisions of Article 35.2.1.5 which is the term rate. This overload may be taken as pay or banked as time to be taken at a time mutually agreed to.
- 22.7.8.2 If NVIT initiates an overload with a faculty member then article 12.5 of the Common Agreement shall apply.

### **22.7.9 Substitutions**

- 22.7.9.1 NVIT may request a substitute for another faculty employee who is temporarily absent.
- 22.7.9.2 When such substitution takes place over a period of one (1) calendar week or more, the faculty member shall be

compensated at their regular hourly rate for each scheduled contact hour.

## **22.8 Workload Modification**

Upon the recommendation of the departments, and with the approval of the Dean of Instruction and Student Success, 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. Such reassignments must be in writing and a copy must be provided to the Union and the Department Head/Coordinator.

Faculty employees are encouraged to apply for research grants. Faculty employees who receive research grants that are beneficial to the Institution may request release time to complete the funded work. The use of research grants to provide this release time will be determined in consultation with the employee, relevant Dean, and the Vice President Corporate Services. Subject to the Institution's operational requirements this release time shall not be unreasonably withheld. Release time will be funded at replacement cost which will normally include salary, benefits and cost of recruitment of the individual who is carrying out the duties of the individual replaced.

Grants that are awarded directly to NVIT will be administered by the Institution.

## **22.9 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 (such as liaison, mentorship and support for students), and
- other related duties.

### **22.10 Allocation of Work - Right of First Refusal**

Normally by March 31st of each year, the Dean of Instruction and Enrolment Services, 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 Dean of Instruction and Student Success will consider qualifications and ability, seniority, and the opportunities for recruitment, prior to determining the teaching assignments. The decision of the Dean of Instruction and Student Success 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**

This article should be considered in conjunction with Article 7 and Article 8 of the Common Agreement as well as Letter of Understanding #8 – Variant Applications of Common Agreement Provision to the NVIT Parties.

### **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 Institute's operating situation, whether such leave will be granted.
- 23.1.5 An employee applying for such leave shall apply in writing to the President, with a copy to the Vice President Corporate Services, 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 NVIT.
- 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.

*(Note: Article numbering not consecutive – previous Collective Agreement numbers maintained to match LOU#8 of the Common Agreement.)*

### **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 Vice President Corporate Services, 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.

Where an employee has exhausted his/her Special Leave, application may be made under General Leave – Unpaid, or under Vacation if unused vacation days are available.

## **23.6 Education Leave**

Educational leave is a period of unpaid leave enabling an employee to be freed from regular responsibilities to enable pursuit of educational or professional development recognized as beneficial to NVIT.

The welfare of NVIT and the professional competence of the employees are among the prime considerations of the Department Head, the Dean and the employee when planning educational leave.

Education leave may be combined with earned professional development and vacation time.

Upon agreement between NVIT and the employee, an educational leave without pay or benefits may be granted for up to a maximum of 24 months. Any employee granted such leave shall arrange to maintain benefit coverage pursuant to Article 30 of this Agreement and Article 7.5 of the Common Agreement.

An unpaid education leave may be taken as full time or part time.

Unpaid education leave shall not be unreasonably withheld.

## 23.7 Deferred Salary Leave Plan

- 23.7.1 An employee desiring such leave shall make a written application to NVIT at least one (1) month prior to entry to the plan. Approval of entry to the Deferred Salary Leave Plan shall not be unreasonably withheld.
- 23.7.2 The maximum period for salary deferral is six (6) years. During this period, the maximum percentage of salary deferred shall not exceed the following:

One year	33 1/3%	Two years	33 1/3%
Three years	33 1/3%	Four years	25%
Five years	20%	Six years	16 2/3%

The participant may alter the percentage amounts for the next or any subsequent year by providing written notice to NVIT one (1) month prior to the anniversary date of his/her participation in the plan.

- 23.7.3 NVIT will administer the plan in accordance with the required legislation pertaining to salary deferral plans, and will bear the administrative expenses of the plan.
- 23.7.4 The monies retained by NVIT for participants, including interest thereon, shall be invested and reinvested by NVIT in investments offered from time to time by an investor mutually agreeable to NVIT and the employee. All investments shall be deposited only in an institution covered by the Canada Deposit Insurance Corporation (CDIC). NVIT and the Union shall not be liable to any participant for investments made under this article.
- 23.7.5 NVIT shall annually inform each participant as to the amount of deferred salary together with interest accrued. This information shall be made not later than February 28 of any given year.
- 23.7.6 Taking of Leave of Absence
- a) Participants in the plan shall give NVIT a minimum of six (6) months notice prior to taking of such leave, which shall not normally be less than four (4) months or greater than one (1) year. At the commencement of the leave, the participant will choose either a lump sum payment or will choose to receive regular semi-monthly salary payments.
  - b) The salary to be paid to the employee during the leave of absence shall be related to the monies retained by NVIT under this plan, less

any deductions made by NVIT for health and welfare benefits, as identified in Article 30.

c) If NVIT is genuinely unable to obtain a suitable replacement, NVIT will notify the participant in writing, not less than four (4) months prior to the requested leave date that the leave is postponed. The deferred leave may be postponed by not more than one (1) year. In the event of a postponement, the participant may choose to remain in the plan or withdraw from it. In the latter case NVIT shall pay the participant the deferred compensation in one lump sum payment within sixty (60) days of such withdrawal.

d) Participants must take the deferred leave after a maximum of six (6) years within the plan or after salary deductions have totalled one hundred percent (100%). NVIT may, no later than six (6) months prior to this date, request a postponement of the commencement of their leave. This postponement shall not normally exceed twelve (12) months.

#### 23.7.7 Withdrawal from the Plan

a) A participant who ceases to be employed by NVIT must withdraw from the plan. Also, under extenuating circumstances, a participant may withdraw from the plan upon giving at least one (1) month's notice of intent to do so. In both cases, NVIT shall immediately seek redemption from the investor of all monies held on behalf of the participant, and upon receipt, shall remit the full amount to the participant.

b) In the event of the death of a participant and upon notice by the executor, NVIT shall pay to the participant's estate the full deferred compensation amount plus accrued interest, subject to NVIT receiving any necessary clearances and proofs normally required in such situations.

c) Prior to the commencement of the leave, participants may, on one occasion, suspend their participation in the plan for a period of not less than six (6) months, or not more than twelve (12) months. When the period of suspension ceases, the participant shall be reinstated in the plan on the first day of the following month.

## **23.8 Union Leave**

Application for funding under LOU #8, Article 1.1 of the Common Agreement shall be undertaken as follows:

1. All leave requests shall be submitted in writing on a form mutually agreed to by NVIT and the Union.
2. Each request for leave will normally be made at least 10 working days prior to the first day of the leave requested.

## **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 (5) 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 Vice President Corporate Services (shall be pro rated for part-time continuing employees). The deferred time must be used by July 31st of the subsequent year. Such requests will not be unreasonably denied.

Notwithstanding the above, the ten (10) day maximum carry over of vacation time will not apply in either of the following two situations:

- a) If an employee is off on extended sick leave (over 30 days), short term disability, long term disability, or Workers' Compensation in any given year; or
- b) In the first year of hiring an employee.

If either of the above cases applies, then the employee may choose, in consultation with the Vice President Corporate Services, to carry over all of their remaining eligible vacation time into the following year.

It is expected that the carry over will be fully expended in that following year.

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

## **24.2 Statutory Holidays**

24.2.1 Employees shall receive the following 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. In celebration of NVIT's Aboriginal mandate, all bargaining unit members scheduled to work on that day will be released from their regular duties to participate in local or regional Aboriginal day festivities.

### 24.2.5 Vacation and Statutory Day

On the day that an employee is on approved vacation or professional development leave and a statutory holiday occurs, no vacation or professional development leave shall be charged for that day.

If, during any particular year, New Year's day falls on a Saturday or a Sunday, then NVIT shall be closed on the following Monday, and the following Monday shall be deemed to be the statutory holiday.

## **Article 25 Allowances**

- 25.1 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. Receipts must accompany claims, other than for meals and mileage, which will be at a prescribed rate.
- 25.2 Allowances will be reimbursed as per the Travel Approval and Reimbursement Policy.

## **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 Workers' Compensation Act, or any other statute of the Province of BC pertaining to the working environment.

### **26.3 Occupational 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 that 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**

Refer to Common Agreement

## **Article 28 Personal Harassment**

- 28.1 For the purposes of this Article, personal harassment includes:
- physical threat, intimidation, or assault,
  - unwelcome behaviour 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 Article 2.3 of the Common Agreement, 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**

Refer to Common Agreement.

## **Article 30 Health and Welfare Benefits**

Refer to Common Agreement.

The benefits outlined below will be provided to all eligible employees. All active regular employees and active non-regular employees who are employed on a continuing basis for at least a four (4) month period with fifty percent (50%) or more of a full-time workload shall participate in the Weekly Disability Income and Long Term Disability plans. A full time continuing employee who has INAC health and dental coverage may decline to be enrolled in the Extended Health and Emergency Travel Assistance, and the Dental plans, and in so choosing, must indicate in writing by signing a waiver form. Employees who are in a position to opt out of the three plans shall receive 2% of their gross earnings on each paycheque in lieu of those benefits.

The benefits coverage is dictated by the terms of the contract (currently with Manulife Financial Company). The general provisions outlined below and the Employee Benefit Booklet are guides. In the case of any discrepancy, the Manulife contract will prevail.

### **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 of continuous, active employment.
- Group Life coverage is three (3) times annual salary to a maximum of \$800,000.

2. Extended Health and Emergency Travel Assistance (Excluding Weekly Disability Income, AD&D & LTD)

- All full time continuing employees will become eligible for these benefits on the date following 3 months of continuous, active employment.

3. Weekly Disability Income and Long Term Disability

- All active regular employee and active non-regular employee who is employed on a continuing basis for at least a four (4) month period with fifty percent (50%) or more of a full-time workload shall participate in the plan.
- An active employee shall become eligible for Weekly Disability Income coverage and Long Term Disability coverage on the first day of the month coincident with or next following the date of employment with NVIT. Enrolment is mandatory.
- Weekly Disability Income (70% benefit level following a 30 calendar day sick leave period for a 21 week benefit period) and Long Term Disability benefits (70% benefit level) will be taxable.

Use of Sick Leave Bank

NVIT employees accrued sick leave up until March 31, 2002 and that leave was “banked”. In the event of disability, an employee with banked sick leave has the option to utilize that leave following the 30-day sick leave period instead of applying for weekly disability income benefits (at a 70% benefit level) subject to adjudication by the benefits carrier. The sick leave bank will be reduced by one full day of replacement for each full day of weekly disability income benefits beyond the 30-day sick leave period. Banked sick leave may be used only to replace weekly disability income benefits and not to replace long term disability benefits.

4. AD & D Benefits

- All full time continuing employees will become eligible for AD & D benefits on the date following 3 months of continuous, active employment.

5. Dental Plan

- All full time continuing employees will become eligible for dental benefits on the date following 3 months of continuous, active employment.

**30.1 Retiree Benefits**

Upon request, the Employer may provide retired employees access to computers and the library at no charge. If access is approved, retired employees will be issued a library and/or identity card.

## **30.2 Workers' Compensation**

30.2.1 All employees shall be covered by the Workers' Compensation Act. No employees shall have their employment terminated as a result of absence from work due to a compensable accident.

30.2.2 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.

30.2.3 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.

## **30.3 Pay in Lieu of Benefits**

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, 2007 to March 31, 2010 and the provisions shall remain in force and effect after that date, until a new Agreement has been negotiated.

32.2 The Institute 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 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 Article 8 of the Common Agreement (Parental Leave).

### **Article 34 Support Staff Salaries**

NVIT support staff shall receive compensation increases as per LOU #8 of the 2007 – 2010 Common Agreement.

#### **34.1 Compensation**

April 1, 2007 – March 31, 2008

	<b><i>Level 1</i></b>		<b><i>Level 2</i></b>
Step 1:	\$22,739		\$30,286
Step 2:	\$24,033		\$31,580
Step 3:	\$25,327		\$32,874
Step 4:	\$26,621		\$34,168
Step 5:	\$27,914		\$35,461
Step 6:	\$29,209		\$36,755
Step 7:	\$30,501		\$38,050
Step 8:	\$31,795		\$39,342
Step 9:	\$33,090		\$40,637
Step 10:	\$34,383		\$41,930

## **34.2 Placement Guidelines**

The placement guidelines for new continuing support staff will be as follows:

34.2.1 Minimum qualifications are defined for each position as per the job posting. Initial placement on the scale with these qualifications will be at Step 1 of the appropriate scale.

34.2.2 One additional step for each additional two years of NVIT approved relevant formal educational qualifications.

34.2.3 One step for every two years of relevant work experience. The maximum number of steps that can be used through relevant work experience is four. NVIT reserves the right to place individuals at a higher placement on the scale.

34.2.4 Work experience at NVIT – one step for each full year of work.

## **Article 35 Faculty Salaries**

### **35.1 Compensation**

Refer to the Common Agreement.

### **35.2 Placement Guidelines**

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

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)	1:1
Relevant work experience (Including K – Grade 10 teaching)	3:1

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 equals 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 \$4,251.20 per section. Term faculty teaching greater than 2 courses will be placed on scale.

### **Article 36 Faculty Role in Curriculum and Program Development**

It is recognized that faculty involvement in curriculum and program development is vital for the maintenance of the quality of instruction at NVIT. Further, those faculty members are expected to maintain currency within areas of expertise and are provided opportunity to do so. Faculty members are recognized as key players in both curriculum and program change and development.

The process of curriculum and program changes and development will involve faculty, the Department Head/Coordinator and the Dean of Instruction within each program group.

### **Article 37 Indemnification**

In accordance with provisions of the self-insured Comprehensive General Liability Coverage of the University College & Institute Protection Program the Employer shall hold and save harmless each employee from any legal action arising from the proper performance of their duties for the Employer.

## **Definitions**

**Academic year** is defined as May 1<sup>st</sup> to April 30<sup>th</sup> for the purposes of this agreement.

**Bargaining Unit** shall have the meaning set out in Article 7.1.

**Casual Employee** shall have the meaning set out in Article 8.1.

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

**Continuing Employee** shall have the meaning set out in Article 8.1.

**Department Head** shall have the meaning set out in Article 19.1.

**Employer** means Nicola Valley Institute of Technology.

**Exempt employees** are those employees not included in the bargaining unit.

**JPDC** means Joint Professional Development Committee.

**Professional Development** shall have the meaning set out in Article 11.

**Program** is defined as an organized distinct group of related courses.

**Senior Manager** is defined as a Director, Dean, or Vice President.

**Technological Change** shall have the meaning as set out in Article 12.1.1.

**Term Employee** shall have the meaning set out in Article 8.1.

**Union** means NVITEA.

The parties hereto have executed this Agreement.

Nicola Valley Institute of Technology  
Employees' Association

Nicola Valley Institute of Technology

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Signed by the parties in Merritt, BC on the \_\_\_\_ day of \_\_\_\_\_, 2007.

Signed for the Post-Secondary Employers' Association:

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Dr. Nick Rubidge, PSEA Chair, Board of Directors

## Letter of Understanding #1 - 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 90 days of the signing of this 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.

## Letter of Understanding #2 - 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 Deans to ensure that the academic integrity of the Institution is maintained.
4. The parties further agree that a committee will be formed within 90 days of the signing of this 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 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.

## Letter of Understanding #3 – Use of Office Space

The Employer will provide to the Union, for a fixed monthly fee of \$200, the use of office U052 inclusive of heat, power and Internet access. Reasonable telephone use and photo copying will be included unless, from NVIT's point of view, the costs associated with those two items becomes unreasonable. Should that occur, NVIT retains the right to renegotiate the rental amount in such circumstances.

At any time during the term of this Agreement, either party may terminate this LOU after the provision of 30-calendar day's notice in writing.

## LOU #4 – Half-time Continuing Positions

The Employer agrees to post and fill:

- one – half time continuing position for an English instructor, and
- one – half time continuing position in a department to be determined

by the Fall 2007 term.

## LOU #5 – Support Staff Issues

The NVITEA and Management shall agree to create a joint committee to address the following:

- Support staff temporarily reassigned to higher or lower positions
- Staff taking over additional responsibilities due to emergency absence of another support staff employee
- Staff promoted to a higher position
- A joint management/union process for evaluating scale placement for new positions or positions substantially changed
- Study of alternative scales and objective placement methodology, for future implementation for new or substantially changed positions
- Factors influencing increments

The committee shall be formed within 120 days of acceptance of the local bargaining issues. The purpose of the initial meeting will be to determine the terms of reference for the joint committee.