



SPECIAL TOPICS MEETING:

Health & Safety

SUPPLEMENTAL DOCUMENTS

- Introduction to Health & Safety
- Orientation Training
- Refusal of Unsafe Work Process
- WorkSafe – Douglas College Partnership
- Bullying & Harassment
- Joint Occupational Health & Safety Committees
- Health and Welfare Benefits

ORIENTATION (DCFA)

5.06 General Conditions of Appointment

b. Orientation of New Faculty

The College shall provide an orientation for all newly-appointed faculty members. The orientation shall include information specific to and provided by the Association.

Article 8 – WORKING CONDITIONS

8.01 Normal Duties

- a. There are ten (10) months of accountable time. This period includes such activities as teaching, the counselling of students, curriculum and professional development and participation on a variety of educational committees.
 - b. Within the ten (10) month accountable time period, all regular faculty members will normally be assured a minimum of one (1) month professional and curriculum development time.
 - c. At least one (1) month before the commencement of any period of professional development, the faculty member concerned may be requested by the College to submit to the appropriate Professional Development Committee and Responsible Administrator an outline of his/her proposed professional development activities. At the conclusion of any period of professional development, the faculty member may be requested by the College to submit a report to this same Committee and Responsible Administrator.
 - d. Carryover of Curriculum and Professional Development Days

If the needs of the College demand, and if the Responsible Administrator requests him/her to do so, a faculty member may carry over a portion of his/her annual curriculum and professional development time up to a maximum of ten (10) working days for use in the following year, at a time to be agreed upon by the faculty member and the Responsible Administrator. Such carryover of curriculum and professional development time shall occur with the agreement of the faculty member.
 - e. There is an inherent assumption that the duties of regular faculty members involve responsibilities beyond those expected of contract faculty members.
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8.02 Contact Hours

a. Type of Instruction	Contact hours
Classroom Related	16
Music Rehearsal	16
Reality Environment	18
Music Private Lesson	24
Simulation Environments	24
Individual Learning	24

Practicum Supervision 32

Counselling 35

Research and Development 35

Library Related 35

Community Programmers 35

b. Work schedules within the limits contained in 8.02.a shall be delivered in co-operation with the Responsible Administrator.

c. The load for an instructor teaching in more than one instructional mode is prorated.

d. Workload Averaging

i. The average teaching load is determined over an entire academic year; eighteen (18) hours of instruction per week in one semester and fourteen (14) in the other, for example, constitute an average teaching load of sixteen (16) hours for classroom related instructors.

ii. In exceptional circumstances a regular faculty member may request to average the teaching workload over a longer period. In these circumstances, the faculty member shall submit a plan, in writing, regarding accountable and vacation time to the appropriate Chair/Coordinator and Responsible Administrator for approval.

Notwithstanding Article 17.02.b and 17.02.c, plans may provide for a carryover of up to forty-two (42) professional development days and eighty-four (84) vacation days.

To facilitate these situations, the distribution of work, as per Articles 6.06 and 6.07, does not apply.

A copy of each approved plan will be forwarded to the Association.

e. Nothing in this Article will be construed in such a way as to increase the instructional workload schedule over the load prescribed by past practices.

8.03 Workday

- a. There will be a maximum of seven (7) hours daily classroom contact for faculty members, except where program requirements or physical facility limitations dictate a longer period. In such cases, the daily contact hours may be increased where it is agreed to by the Association.

Nothing in this section will be construed that the classroom contact hours must be seven (7) hours total per day, or those contact hours so stated are the total hours work expected from faculty members.

- b. No faculty member shall be required to work a day consisting of more than ten (10) hours from the beginning of the first work assignment to the end of the last work assignment without his/her prior consent in writing.
- c. There shall be a minimum of twelve (12) hours between the end of a faculty member's last work assignment on one day and the start of his/her work assignment on the next day, unless he/she gives prior consent in writing.
- d. Weekend Work
 - i. No faculty member shall be required to work on Saturday, except as established by past practice. In the event that regular and contract faculty members within the pool decline Saturday work, the College will employ other contract faculty members, as selected through Article 5.05.b who agree to Saturday employment.
 - ii. No faculty member shall be required to work on Sunday. Any faculty member working on a Sunday shall receive a bonus of 10% of the hourly rate in addition to pay otherwise applicable.
 - iii. Notwithstanding 8.03.d.i and 8.03.d.ii, a faculty member may be required to provide instruction on weekends if this is where the available work which results in his/her position being established exists.
 - iv. No contract faculty member shall be refused a contract as a result of the application of sections 8.03.d.i and 8.03.d.ii. If a contract faculty member should lose work through withholding consent under Article 8.03.d.i and 8.03.d.ii, the College shall attempt to reschedule the contract instructor's work assignment, such rescheduling to be subject to the operational requirements of the College.

Letter of Understanding #3

FACULTY WORKING IN JOINT INTERNATIONAL (CREDIT) PROJECTS (NOT IN EXCESS OF 6 MONTHS' DURATION)

EMERGENCY AND/OR EMERGENCY EVACUATION

1. Emergency Contact (College): Faculty members will be provided with emergency contact numbers, fax numbers, e-mail addresses, etc. for appropriate College employees for use in case of emergency (i.e., the Responsible Administrator and responsible Vice President).
2. The College will consult with the appropriate Canadian government departments and the embassy and/or consulate in each area where faculty members are working to determine the appropriate procedures should evacuation become necessary. The College will ensure that this information is made available to faculty members in advance of travel.

When deemed advisable, the College will contract with local specialists with respect to the safety of Douglas College faculty members.

3. In the event of an emergency requiring assistance on the part of the College, the faculty member will immediately contact the Responsible Administrator/Vice President for assistance and direction.

ORIENTATION

Faculty members scheduled to teach outside the country will receive an orientation prior to departure which will include the following components:

1. orientation to the project;
2. orientation to the culture/country;
3. orientation to travel, safety, benefits issues, etc.; and
4. governance issues related to the project.

ORIENTATION (COMMON AGREEMENT)

6.3.4 Rights for Registrants

- (b) Entitlements for Successful Applicants
 - (i) Orientation/Training: A registrant who accepts an offer of available work shall be entitled to a reasonable amount of orientation and/or training.

14.5 Orientation and Return

14.5.1 Employees working under this Article will receive a reasonable orientation prior to departure that includes but is not limited to:

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

- (a) The employer will provide an employee with twenty-four (24) hour contact number(s), e-mail address(es) or fax number(s) to ensure the timely referral of an emergency to a responsible employer official who will make every effort to assist in the satisfactory resolution of an apprehended or actual emergency for the employee.
- (b) The employer will consult with the appropriate Canadian government departments and the embassy or consulate in the country where employees are working to determine the appropriate procedures should evacuation become necessary. The employer will ensure that this information is made available to the employee in advance of travel. A copy of this information will be provided to the union at the same time.
- (c) If necessary, the employer will contract with local specialists with respect to the safety of employees, their families and companions.
- (d) In the event of an emergency, the employee will immediately contact the appropriate employer official for assistance and direction. The employee has the right to leave the area if she/he reasonably apprehends that his/her health or safety is in danger. The expenses incurred in the satisfactory resolution of an emergency or emergency evacuation of an employee will be the responsibility of the employer. Those additional expenses incurred in the satisfactory resolution of an emergency or

emergency evacuation of an employee's family or companion(s) will be initially paid by the employer and then reimbursed to the employer by the employee on a mutually agreed basis.

OCCUPATIONAL HEALTH & SAFETY COMMITTEES (DCFA)

10.08 Health and Safety

Health and Safety is governed by the Workers' Compensation Act and Regulations. The Act authorizes the creation of Joint Health and Safety Committees where numbers or conditions warrant. The Joint Committees' procedures, duties and functions, dispute resolution, etc. are defined in Part 3 Occupational Health and Safety, Division 4 Joint Committees and Worker Representatives of the Act.

Disputes arising out of this article, therefore, will not be subject to the grievance procedure but will be dealt with by the Health and Safety Committees as mandated by the Act.

a. Faculty Representatives on the College Health and Safety Committees

The Association shall appoint two (2) faculty representatives to each of the College's Health and Safety Committees as required by legislation. A faculty representative is eligible to be elected as Committee co-chair. Joint Health and Safety Committee minutes will be posted on the College web site.

b. Compliance with WCB Regulations

The College and the Association 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 safe working environment of faculty members.

- i. A faculty member has the right to remove her/himself from any situation in which she/he perceives an immediate threat of violence. A faculty member has the right to remain away from the situation in question until such time as the College has taken action to resolve the situation.
 - ii. A faculty member who takes action under (a) must report the fact as soon as possible, along with relevant details, to her/his Responsible Administrator.
 - iii. Faculty members must follow College Policy in reporting incidents of violence.
- iv. The College will investigate and take action as necessary.
- v. A faculty member will have the right to have an Association representative present at any meeting or investigation called into the incident.

INCIDENT REPORTING (DCFA)

10.04 Harassment Complaints

a. Article 2 (2014 – 2019 Common Agreement)

Article 10.04 of this Agreement supplements the Harassment provisions found in Article 2 of the Common Agreement, as per Article 2.3.1, which allows for local informal processes if the parties mutually agree. If there is any inconsistency between Article 10.04 of the Agreement and Article 2 of the Common Agreement, the Common Agreement will prevail to the extent of the inconsistency.

b. Harassment Advisors

- i. To determine whether a harassment complaint may be warranted, faculty members may use the services of a Harassment Advisor.
 - ii. Harassment Advisors provide confidential consultation to the Complainant regarding the Complainant's options, and provide the Complainant with information and advice regarding
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INCIDENT REPORTING (COMMON AGREEMENT)

2.3.1 Local Informal Processes

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

HARASSMENT – DISCRIMINATION (DCFA)

10.04 Harassment Complaints

a. Article 2 (2014 – 2019 Common Agreement)

Article 10.04 of this Agreement supplements the Harassment provisions found in Article 2 of the Common Agreement, as per Article 2.3.1, which allows for local informal processes if the parties mutually agree. If there is any inconsistency between Article 10.04 of the Agreement and Article 2 of the Common Agreement, the Common Agreement will prevail to the extent of the inconsistency.

b. Harassment Advisors

- i. To determine whether a harassment complaint may be warranted, faculty members may use the services of a Harassment Advisor.
- ii. Harassment Advisors provide confidential consultation to the Complainant regarding the Complainant's options, and provide the Complainant with information and advice regarding
 - (1) whether the behaviour(s) in question may fall within the definition(s) of Harassment under Article 2 of the Common Agreement;
 - (2) possible procedures and options available to the Complainant under this provision or under alternate Policy or process (as appropriate); and
 - (3) possible actions which the Complainant might take to resolve the situation himself or herself. These include but are not limited to addressing the Respondent, seeking the help of the Student Ombudsperson or Faculty Ombudsperson or a union Steward (as appropriate), and/or seeking Informal Resolution. If the Complainant, after initial consultation, wishes to proceed to a formal complaint of harassment, he or she will be referred

to the Associate Vice President, Human Resources, or designate.

- iii. The Advisors do not determine whether Harassment occurred, they only confirm that behaviours as described by the Complainant may constitute Harassment under College Policy and/or Collective Agreement language. Only a Formal Investigation can determine whether Harassment has taken place.
- iv. The Harassment Advisor will maintain confidentiality of the consultation. However, if the Complainant claims that the Harassment involves violence, the Advisor must report the situation to the Responsible Administrator who must do an investigation under policy A10.01.05 Violence Prevention Involving Employees or A10.01.06 Violence Prevention Involving Students/Users.
- v. The Harassment Advisor will limit information and advice to harassment issues. Questions on any other issues will be referred to the appropriate individual or department, and/or to the Association.
- vi. Interactions between the Harassment Advisor and the Complainant will be confidential. The Harassment Advisor will not be questioned, or otherwise participate in any subsequent investigative process.

c. Complaint Process Issues

- i. The Associate Vice President, Human Resources or designate will conduct initial, independent interviews with the Complainant and the Respondent, respectively, to determine the scope of the complaint and the willingness on the part of each of the parties to participate in mediation.
- ii. The scope of the complaint will be determined and signed off by the Complainant. This document will represent the complaint. Other issues that are determined to be outside the scope of the complaint will be formally referred to the appropriate parties or processes.
- iii. The Respondent will be contacted to arrange an appropriate delivery method, taking confidentiality and speed into consideration. Courier to the faculty member's home address will be used where appropriate, considering confidentiality and speed.
- iv. All notices concerning the complaint will be delivered via the method agreed with the faculty member.
- v. Faculty members being interviewed concerning a harassment or policy complaint will be informed by the College of their right to Association representation.

d. Mediation

- i. For the purposes of this procedure, "Mediation" is defined as an informal, facilitative, interest-based process for problem-solving and conflict resolution. Mediation is a process by which the parties, with the aid of an impartial person, can identify issues in dispute in order to develop understanding, explore options, examine alternatives and, hopefully, work together to build a solution that meets the needs of the parties.
- ii. Mediation will occur by mutual consent only and with the assistance of an impartial, designated administrator (other than the Associate Vice President, Human Resources). The mediation must relate to the alleged behaviour of the Respondent and the substance of the complaint against the Respondent;
- iii. If the parties are not agreeable to mediation, an investigation by an outside investigator will take place in accordance with Article 2 of the Common Agreement.
- iv. If, at any time, either of the parties determines that the mediation process is not beneficial and wishes to discontinue the process, the Mediator will cease the mediation process, document the fact that mediation was attempted and no resolution was attained and release the parties from the process. In such an event, an investigation by an outside investigator will take place in accordance with Article 2 of the Common Agreement.
- v. The Mediator will act as an impartial facilitator to
 - (1) structure a process that encourages the parties to discuss and resolve issues;
 - (2) facilitate open and respectful communication, focusing on interests rather than on positions;
 - (3) manage the emotional climate;
 - (4) provide a "safe" environment for discussion of issues in dispute;
 - (5) assist the parties to organize information and explore possibilities and options for resolution; and
 - (6) record decisions and agreements.

e. Formal Investigation

- i. Where a complaint under Article 2 of the Common Agreement is referred to the formal investigation stage, please read Article 2 of the

Common Agreement before commencing the formal investigation state.

- ii. The External Investigator will be given a copy of the relevant Agreement and Common Agreement language, together with any relevant procedures related to that language, at the time of referral of the complaint.
 - iii. The Investigator will determine the scope of the complaint, based on the signed Complaint of the Complainant and will limit the scope of the investigation to the determination of whether or not the Respondent has engaged in harassment toward the Complainant. Any issues not related directly to the parties to the complaint will be referred back to the institution for action.
 - iv. Faculty who are interviewed in relation to a harassment complaint will be provided a written account of their statement and will verify the accuracy of that statement by affixing their signature.
 - v. The College will ensure that the Investigator keeps the parties to the complaint informed of the progress of the investigation including the scope of the complaint, parties to be interviewed and time lines.
 - vi. Prior to the conclusion of the investigation, the Respondent will have the opportunity to respond, in writing, to all evidence presented.
 - vii. The Investigator will ensure that the parties to the complaint receive a written response of the findings and recommendations of the Investigator.
 - viii. All documentation related to the complaint will be retained in a confidential, sealed file/envelope by the Associate Vice President, Human Resources.
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HARASSMENT – DISCRIMINATION (COMMON AGREEMENT)

ARTICLE 2 - HARASSMENT

2.1 Statement of Commitment

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

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

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

The employer will offer educational and training programs designed to prevent harassment and to support the administration of the institutional policies and to ensure that all members of the institutional community are aware of their responsibility with respect to the policy. The Unions and Employers agree that attendance is required and will take place during compensated work time.

2.2 Definitions

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

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

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

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

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

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

2.3 Procedures

2.3.1 Local Informal Processes

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

2.3.2 Right to Legal Counsel

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

2.3.3 Mediation

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

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

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

2.3.4 Investigation

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

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

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

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

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

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

2.3.5 Terms of Reference of the Investigator

- (a) The purpose of the investigator will be to ascertain facts.
- (b) All persons quoted in the investigation will be named by code determined by the Investigator to preserve confidentiality.
- (c) The complete report of the Investigator will be given, in confidence, to the union(s) and the employer. It is the responsibility of the employer to forward a copy of the report to the complainant and the respondent. The employer will state, in a covering letter, that the report is confidential. The report should refer to individuals involved by code only. However, a reference key will be provided to the employer and the union(s) for internal use. This practice should be repeated at any subsequent arbitral proceeding. Upon consultation with the union, the employer may redact information from the forwarded report if the release of that information would violate the personal privacy of the individuals.
- (d) The report will not be introduced as evidence or have standing in any arbitration, or other legal procedure. This does not preclude the parties

from reaching an Agreed Statement of Fact based upon facts in the report in preparation for an arbitral proceeding.

(e) Reliance on Report of Third Party Investigator

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

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

- (f) The investigator will not be compellable as a witness in any arbitration or other legal procedure which may result from the investigation.
- (g) The investigator will conclude her/his work within twenty (20) days of appointment and will render a report within a further ten (10) days. These timelines may be extended if deemed appropriate by the local parties. If a dispute arises with respect to the extension, the matter will be referred to JADRC. If requested by the investigator, the employer will provide meeting space and contact information about persons to be interviewed.
- (h) The investigator may, as part of her/his report, make recommendations for resolution of the complaint.
- (i) The investigator's report will not be placed on an employee's file.

2.4 Findings

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

2.4.2 The determination will:

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

2.5 Rights of the Parties

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

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

2.5.1 The above noted procedure does not restrict:

- (a) The employer's right to take disciplinary action;
- (b) The union's right to grieve such disciplinary action or to grieve an alleged violation of this Article.

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

2.6 False Complaints, Breaches of Confidentiality and Retaliatory Action

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

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

2.7 Local Discussion

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

2.8 Relation to Other Agreements

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

HEALTH & WELFARE BENEFITS (DCFA)

Article 16 – HEALTH AND WELFARE BENEFITS

Note: Additional provisions regarding Health and Welfare Benefits are contained in Article 9 of the 2014 – 2019 Common Agreement.

The College agrees to supply the Association with a copy of each faculty benefit plan in force.

The College shall not change benefit plan carriers or benefit plans without the agreement of the Association. Such agreement shall not be unreasonably withheld.

16.01 Extended Health Benefits

The College is registered with an agency which is contracted to provide Extended Health Benefits for all regular and contract employees.

The Extended Health Benefit (EHB) includes the cost of necessary eye glasses and contact lenses. The EHB policy will pay 100% of the actual cost to a maximum reimbursement of \$500.00 over a twenty-four (24) month period. Effective January 1 in the year after ratification of the Collective Agreement, reimbursement shall be to a maximum of \$650.00 over a twenty-four (24) month period.

The Extended Health Benefits shall include diabetic aids and hearing aids.

All Extended Health Benefit claims are subject to an annual \$50.00 deductible.

16.02 Dental Plan

The College pays the entire premium of a comprehensive dental plan. The plan pays for service to the faculty member and dependants on the following basis:

- a. 100% of routine treatment, including diagnostic, preventive, surgical and restorative services, prosthetic repairs, endodontics and periodontics;
- b. 60% of major treatments such as crowns, bridges and dentures; and
- c. 50% of orthodontic treatment to a lifetime maximum of \$2,500.

The monthly cost of the dental plan is paid 100% by the College for each full-time faculty member and on a pro rata basis for all others.

16.03 E.I. Reduction Program Savings

The parties agree that any savings realized by the E.I. reduction program will accrue to the College to be applied as an offset against the total cost of providing health and welfare benefit plans pursuant to Article 16.

16.04 Group Life Insurance and Accidental Death and Dismemberment

The College provides life insurance for all regular faculty members. Participation in this plan is a condition of employment.

The premiums for the life insurance plan are shared equally by the College and the faculty member.

The College agrees to make available optional voluntary life insurance (maximum \$200,000) subject to the employee meeting insurance company requirements. All premiums for this optional life insurance will be paid by the employee.

16.05 Sick Leave

Note: Additional provisions regarding Disability Benefits are contained in Article 9.3 of the 2014 – 2019 Common Agreement.

a. Regular Faculty

A faculty member does not accumulate sick leave benefits; rather, the College pays an absent member his/her full salary for an absence not exceeding thirty (30) days, reserving the right to demand a certificate from a medical practitioner who in some cases may be of the College's choice.

Any faculty member absent through illness/injury or who expects to be absent will notify the College.

Where an employee is on sick leave and returns to work and has a reoccurrence or continuance of the same or related illness or injury within a fourteen (14) day period, the second period of sick leave will be considered a continuation of the first period of sick leave and benefit payments will resume immediately.

b. Contract Faculty

Where a contract faculty who meets the eligibility requirements for Health and Welfare Benefits as provided in Article 16.09 is absent through illness or injury, pay will not be deducted for a maximum of two (2) days per semester. In such events, the contract faculty must advise the Dean/designate of his/her absence and must ensure that students are informed of how to proceed with course work in the instructor's absence.

Application of this provision must not result in any increased cost to the College, except for the two (2) days of pay, including substitution and overload costs.

c. Subrogation

An ill or injured faculty member who receives paid sick leave benefits and who for the same leave(s) receives compensation for lost wages arising from the *Workers Compensation Act*, Insurance Corporation of British Columbia, or legal action initiated by the faculty member against a third party or other entity is obligated to notify and reimburse the College for an amount equal to that which was paid by the College for the leave(s). Upon commencing such leave, the faculty member may be required to sign a form

which will assign first payment to the College in the amount of any monies paid by the College in respect to the leave.

d. Short Term Income Protection Program

A faculty member absent more than thirty (30) days, due to illness or injury, shall receive benefits from the Short Term Income Protection (STIP) Plan beginning on the 31st day of illness/injury.

The STIP plan shall provide 70% of a faculty member's regular monthly base salary. The monthly maximum specified in the plan shall be \$5,000.00. The STIP shall be a one hundred and forty-seven (147) day plan.

Premiums for the STIP plan shall be paid by the employer and as a result benefits are taxable.

Where an employee is on the STIP plan and returns to work and has a reoccurrence or continuance of the same or related illness or injury within a fourteen (14) day period, the second period of disability will be considered a continuation of the first period of disability and benefit payments will resume immediately.

Coverage is by means of a policy, issued by the insurance company, and should be consulted for full details.

Faculty on Short term Income Protection will continue to accrue FTE service for the duration of the Short Term Income Protection Leave. Service will be considered continuous for the purposes of vacation, professional development, and increments.

16.06 Long Term Disability

Note: Additional provisions regarding Disability Benefits are contained in Article 9.3 of the 2014 – 2019 Common Agreement.

A faculty member absent more than one hundred and seventy-seven (177) days due to injury or illness receives benefits from the Long Term Disability Plan (LTD).

The LTD plan shall provide 70% of a faculty member's regular monthly base salary. The monthly maximum specified in the plan shall be \$5,000.00.

Premiums for the LTD plan shall be paid by the Employer and as a result benefits are taxable.

The definition of gainful employment in the plan as it applies after the initial assessment period shall stipulate that gainful employment includes the provision that the income level shall be set at least 70% of pre-disability earnings indexed.

The sole purpose of this clause is to set the percentage of pre-disability earnings and is not intended to otherwise alter the terms of the plan or make it arbitrable.

Consistent with past practice, LTD recipients will continue to receive health and welfare benefits as employees for the length of time they remain on LTD after the initial assessment period.

Coverage is by means of a policy, issued by the insurance company, and should be consulted for full details.

Faculty on Long Term Disability Leave will continue to accrue FTE service for the duration of the Long Term Disability Leave up to a maximum of two (2) years. Service will be considered continuous for purposes of pay in the academic year in which the faculty member returns to work.

16.07 Pension Plan Provisions (College Pension Plan)

Regular faculty members shall enrol in the College Pension Plan, as required by Article 10.1 of the 2014 – 2019 Common Agreement. Exceptions are as described in the 2014 – 2019 Common Agreement Article 10.2.

Contract faculty members may enrol on a pro-rated basis, and will be required, upon hire, to sign whether they wish to enrol or decline. Contract faculty members are required to enrol in the College Pension Plan under certain conditions pursuant to the rules of the pension plan, which may change from time to time.

In the event of a contradiction between this Agreement and the Public Sector Pensions Plan Act and the College Pension Plan Regulations, the Act and Regulations shall apply to the extent of inconsistency.

16.08 Contract Faculty Benefits

Note: Additional provisions related to contract faculty benefits (pension) are contained in Article 16.08.

- a. Contract appointments that fall under Article 1.03.e will be eligible, upon application, for the following health and welfare benefits:

M.S.P., E.H.B., Group Life and Dental.

These premiums will be prorated when the percentage of employment equals or exceeds twenty-five percent (25%) of a full-time workload as defined by the mode of instruction in Article 8.02.

- b. Each contract shall provide for authorization of deduction of premiums or authorization of waiver of access to the health and welfare benefits for the life of the contract.

A contract faculty member who qualifies for benefits, and has arranged for coverage under some or all of the benefit plans, shall be allowed to extend his/her coverage under the benefit plans beyond the end of his/her current contract(s).

- c. Where a contract faculty member wishes to extend benefit coverage for a minimum of thirty (30) days, up to a maximum of one hundred thirty (130) days, he/she shall notify the employer, in writing, of his/her intent to do so a minimum of twenty-one (21) days prior to the termination of his/her existing contract(s).
 - d. Where a contract faculty member is extending her/his benefit coverage beyond his/her existing contract(s) for a minimum of thirty (30) days, the employee shall pay the cost of the premiums, in advance, in accordance with procedures established by the employer. Failure to provide payment of such premiums in advance will result in the cancellation of benefits coverage.
 - e. Where a contract faculty member who is currently covered under the benefit plan(s) is in receipt of a new contract(s) that would qualify him/her for benefits, and have authorized prorated premium deductions, their existing level of benefit coverage will continue up to the date of the commencement of the new contract(s).
 - f. Where a contract faculty member is continuing benefits up to the commencement date of a new contract(s), the premiums shall be deducted from the first pay cheque received under the new contract(s).
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HEALTH & WELFARE BENEFITS (COMMON AGREEMENT)

ARTICLE 7 - LEAVES

7.1 Definitions

All references to spouse within the leave provisions of this Agreement include, heterosexual, commonlaw and same sex partners. References to family include spouse, children, children's spouses, stepchild, stepchild in-law, siblings, in-law siblings, parents, step-parents, parents-in-law, grandparents, grandchildren, nieces and nephews, and any other person living in the same household who is dependent upon the employee For the purpose of Article 7.8 – Compassionate Care Leave – only, the definition of “family member” is as set out in Appendix I.

7.2 General Leave

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

7.3 Seniority Accrual

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

7.4 Retention of Status

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

7.5 Benefits While on Leave

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

accordance with the local provisions of the collective agreement.
(23)

7.6 Bereavement Leave

An employee will be entitled to five (5) days leave with no loss of pay and benefits in the case of the death of a family member and upon notification to the employer. The Employer may grant additional leave with pay.

7.7 Family Illness Leave

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

7.8 Compassionate Care Leave

7.8.1 Entitlement

An employee will be granted a compassionate care leave of absence without pay for up to eight (8) weeks to care for a gravely ill family member. For the purpose of this Article 7.8, “family member” is defined as one of the persons listed in Appendix I – Family Members for the Purpose of Article 7.8 Compassionate Care Leave. In order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within twenty-six (26) weeks.

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

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

7.8.2 Additional Leaves

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

7.9 Donor Leave

An employee who is donating bone marrow or an organ is eligible for leave for the purpose of such donation. An employee on such leave may apply for sick leave and/or short-term disability benefits as applicable.

(24)

7.10 Jury Duty and Court Appearances

Leave of absence without loss of pay and benefits will be provided to an employee summoned to serve on a jury or when subpoenaed or summoned as a witness in a criminal or civil proceeding not occasioned by the employee's private affairs, or when the employee accompanies a dependent child when the child is

subpoenaed or summoned to appear as a witness in a criminal or civil proceeding. An employee in receipt of pay or benefits under this Article has the responsibility to reimburse the employer all monies paid to him/her by the Court, except travelling and meal allowances not reimbursed by the employer.

7.11 Public Duties

7.11.1 An employer will grant a leave of absence without pay to an employee to engage in election campaign activities in a municipal, provincial or federal election to a maximum of ninety (90) days. Such leaves will not be unreasonably denied.

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

- (a) to seek election in a municipal, provincial or federal election to a maximum of ninety (90) days.
- (b) Where elected to public office, for up to two (2) consecutive terms.

7.12 Exchange Leave

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

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

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

7.13 Deferred Salary Leave

Each employer ratifying this Agreement will establish or, as necessary, review and update a deferred salary leave plan consistent with Regulations issued by Canada Revenue Agency under the Income Tax Act. The parties may use the Application, Agreement, and Approval Form as a template (see Appendix H) for the deferred salary leave plan.

ARTICLE 8 - PARENTAL LEAVE

8.1 Preamble

8.1.1 Definitions

(a) "Common law partner" is a person of the same or different sex where the employee has signed a declaration or affidavit that they have been living in a common-law relationship or have been co-habiting for at least twelve (12) months. The period of co-habitation may be less than twelve (12) months where the employee has claimed the common-law partner's child/children for taxation purposes.

(25)

(b) "Base Salary" is the salary that an employee would earn if working their full workload up to a maximum of a full workload as defined in the employee's collective agreement.

8.1.2 Entitlement

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

8.2 Commencement of Leave

Leave taken under Article 8.1.2 shall commence:

8.2.1 for the birth mother, immediately after the end of the leave taken under the maternity leave provisions or within fifty-two (52) weeks of the birth unless the employer and the employee agree otherwise.

8.2.2 for a spouse, a biological father, or a common-law partner to care for the child after the child's birth and within fifty-two (52) weeks of the birth.

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

8.3 Benefits Continuation

The Employer will maintain coverage for medical, extended health, dental, group life and disability benefits for leaves taken under Article 8. For the period of the leave, premium and pension contribution payment will be as follows:

(a) Premium payment for benefit coverage shall be on the same basis as if the employee were not on leave.

(b) Contributions for pensionable service shall be on the same basis as if the employee were not on leave. Where an employee elects to buy back pensionable service for part or all of the Article 8 leave, the employer will pay the employer portion of the pension contributions in accordance with the Pension Plan regulations.

8.4 Return to Work

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

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

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

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

8.4.5 Upon written request, an employee on parental leave under Article 8.1.2 may return to work on a graduated basis. Upon receipt of a request, the local parties (26) will mutually agree to an acceptable graduated parental leave return to work plan for the employee.

8.5 Supplemental Employment Benefit for Maternity and Parental Leave

8.5.1 Effective April 1, 2002, when on maternity or parental leave, an employee will receive a supplemental payment added to Employment Insurance benefits as follows:

(a) For the first two (2) weeks of maternity leave an employee shall receive one hundred percent (100%) of her salary calculated on her average base salary.

(b) For a maximum of fifteen (15) additional weeks of maternity leave the employee shall receive an amount equal to the difference between the Employment Insurance benefits and ninety-five percent (95%) of her salary calculated on her average base salary.

(c) For up to a maximum of thirty-five (35) weeks of parental leave, the biological mother shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five percent (85%) of the employee's salary calculated on her average base salary.

(d) For up to a maximum of thirty-seven (37) weeks of parental leave, the spouse, biological father or the common-law partner or adoptive parent who is caring for the child shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five percent (85%) of the employee's salary calculated on his/her average base salary.

(e) The average base salary for the purpose of Article 8.5.1(a) through (d) is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.

8.5.2 An employee is not entitled to receive Supplemental Employment Benefits and disability benefits concurrently. To receive Supplemental Employment Benefits the employee shall provide the employer with proof of application for and receipt of Employment Insurance benefits.

ARTICLE 9 - HEALTH AND WELFARE BENEFITS

9.1 Joint Committee on Benefits Administration

9.1.1 Committee Established

The Parties agree to maintain a Joint Committee on Benefits with four (4) members appointed by each side.

9.1.2 Committee Mandate

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

(27)

(a) Comparison and analysis of contract administration and costs, using criteria developed by the committee.

(b) Monitoring carrier performance including receiving reports from the plan administrator(s).

(c) Reviewing the cost effectiveness and quality of benefit delivery, service, and administration by carriers, including access issues.

(d) Tendering of contracts.

(e) Training for local Joint Rehabilitation Committees.

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

9.1.3 Constraints

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

9.1.4 Costs of the Joint Committee

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

9.2 Specific Benefits

9.2.1 Benefit Provisions

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

(a) Basic Medical Insurance under the British Columbia Medical Plan, subject to Plan provisions.

(b) Extended Health Benefits

(i) Total lifetime coverage level will be unlimited.

(ii) Reimbursement level on claims will be ninety-five percent (95%); where existing reimbursement provisions in a local agreement exceed ninety-five percent (95%), the existing local provision will remain in force.

(iii) Hearing Aid benefit claims will be to a maximum of six hundred dollars (\$600) every five (5) years. Effective January 1, 2017, hearing aid coverage shall be increased to \$1000 every three (3) years.

(iv) Medical Travel Referral Benefit shall be in accordance with the provisions set out in Appendix F.

(28)

(v) Health and welfare benefits coverage will cease on the day that an employee's employment terminates.

(vi) Eye vision exams shall be reimbursed to a maximum of seventyfive dollars (\$75) every two (2) years.

(vii) Effective January 1, 2017, vision care shall be increased to \$500 every two (2) years.

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

(d) Dental Plan

Plan A that includes revision of cleaning of the teeth (prophylaxis and scaling) every nine months except dependent children (up to age 19) and those with gum

disease and other dental problems as approved by the Plan.
Dental Plan interpretation shall be in accordance with the provisions set out in Appendix G.

(e) Termination of Coverage

Retiring employees who are eligible under the local collective agreement for health and welfare benefits and who have applied for College Pension Plan benefits will maintain coverage until the commencement of pension health and welfare benefits and in any event no later than ninety (90) calendar days following the date of the employee's retirement.

9.2.2 Flexible Benefit Plan Impact

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

9.2.3 Level of Health and Welfare Benefits

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

9.3 Disability Benefits

9.3.1 The employers shall continue a single plan for the provision of disability benefits for eligible employees who are covered by this Agreement and whose local bargaining unit has opted into this Agreement's Plan pursuant to Article 9.3.3 in the 2001-2004 Common Agreement who have joined or who will subsequently join the plan pursuant to Article 9.3.3 below.

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

- Benefit level of sick leave at one hundred percent (100%) for the first thirty (30) calendar days, short-term disability at seventy percent (70%) weekly indemnity for the next twenty one (21) weeks, and long-term disability leave of seventy percent (70%) thereafter (29)
- Long-term disability as defined on the basis of two-year own occupation and any other occupation thereafter as described by the JCBA plan
- Health and welfare benefit premiums will be paid by the employer or the Plan for employees on sick leave, short-term disability and long-term disability
- Employer payment of premiums for both short-term and long-term disability benefits
- Claims Review Committee made up of three (3) medical doctors (one designated by the claimant, one by the employer and the third agreed to by the first two doctors)
- Mandatory rehabilitation as described in the JCBA plan
- Subject to provisions of the Plan, enrolment is mandatory for all active regular employees and for active non-regular employees employed on a continuing basis for at least a four (4) month period with fifty percent (50%) or more of a

full-time workload as defined by local provisions.

(b) The disability benefits plan includes Partial Disability Benefits which shall be administered in accordance with the terms and conditions of this plan, as amended July 1, 2009.

9.3.3 Within ninety (90) days of the ratification of this Agreement, a local bargaining unit that is not already covered by the common disability plan shall advise the local employer in writing either:

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

(b) that it wishes its members to continue to be covered by the disability benefits plan that currently applies to them.

9.3.4 (a) Current employees in a local bargaining unit that chooses to participate in this Agreement's disability benefits plan under Article 9.3.3 (a) above shall retain any sick leave banks accrued up to but not beyond March 31, 2004 including any entitlement to full or partial payout of such sick leave banks. The local provisions for use of those sick leave banks including payout, where applicable, shall continue to apply.

(b) Current employees in a local bargaining unit that chooses to participate in this Agreement's disability benefits plan under Article 9.3.3 (a) and who have sick leave benefits of a fixed amount of time and who are entitled under their local collective agreement to a payout of such benefits shall have those benefits converted to a bank as of March 31, 2004 and shall be entitled to payout of the bank, subject to the provisions of the local collective agreement.

9.3.5 Employees in a local bargaining unit that chooses to participate in this Agreement's disability benefits plan under Article 9.3.3 (a) and who are not eligible for enrolment in the Plan shall be entitled to sick leave coverage as provided in the local collective agreement, subject to such sick leave not exceeding a maximum of thirty (30) calendar days per illness.

9.3.6 Disability benefits plan members shall establish and maintain a Joint Rehabilitation Committee (JRC) with up to two (2) representatives appointed by the Union and up to two (2) representatives appointed by the Employer.

(30)

The operation of the JRC is subject to the terms and conditions of the disability benefits plan.

9.3.7 The Joint Committee on Benefits Administration (JCBA) shall oversee the continuation of the plan as described in Article 9.3.2 and shall address such matters pertaining to the plan as are included in the JCBA's mandate as set out in Article 9.1.2.

ARTICLE 10 - PENSIONS

10.1 Mandatory Enrolment

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

10.2 Existing Employees

The employer will encourage employees who have not joined the College Pension Plan to do so.

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