

## ARTICLE 1 – GENERAL

## 1.1 Purpose of Agreement

- 1.1.1 To establish the basis for harmonious relations between the Employees and the Employer with respect to all matters dealt with in this Agreement; and
- 1.1.2 To facilitate the just and peaceful resolution of any differences which may arise between the Employees and the Employer, or between the Parties; and
- 1.1.3 To establish an environment in which the Parties can work together actively and creatively to provide technological education of the highest quality and effectiveness; and
- 1.1.4 To establish working conditions and remuneration for all Employees covered by this Agreement.

## 1.2 Agreement Responsibilities

- 1.2.1 The Union shall instruct its members that they are required to abide by the terms of the Agreement, and the Employer shall instruct its representatives that they are required to know, apply, and abide by the terms of the Agreement. For this reason, the Employer shall **make an electronic version of the Agreement available on the Human Resources website and print one hundred (100) hard copies of the Agreement for distribution by the Union.**
- 1.2.2 The Employer shall not make any oral or written agreement with an Employee which conflicts with any terms of this Agreement.

## 1.3 Management Rights and Responsibilities

- 1.3.1 The conduct of the Institute's business and educational affairs is ultimately the responsibility of the Board of Governors.
- 1.3.2 The management and direction of Employees in the Bargaining Unit is a right retained by the Employer, except as specified otherwise in this Agreement.
- 1.3.3 Except where otherwise specified in this Agreement, the Employer has the obligation and right to manage the business and educational affairs of the Institute. The Employer's obligations include, but are not limited to: the hiring and directing of the work force; the discipline or discharge for cause; assignment of duties as specified in Article 1.4; the organizational structure of the Institute; and the making, publication and enforcement of rules for the safety and protection of its Employees and equipment.
- 1.3.4 The Employer's rights shall be exercised in a manner not inconsistent with the provisions and intent of this Agreement.

## 1.4 Professional Responsibilities of Employees

- 1.4.1 It is the right and duty of every Employee to advise the Administration, individually, and/or collectively through the Union, on matters affecting the welfare of the Institute.
- 1.4.2 Each Employee has a professional responsibility to remain a contributing, up-to-date and effective member of the technological community at BCIT as it maintains its leadership role in technological education.
- 1.4.3 Subject to Article 1.4.6, duties for teaching Faculty may include reasonable assignments

in the activities listed below, as appropriate to the specific position and individual:

laboratories, lectures, clinical experience, tutorials, seminars, student course advising, student screening, selection advising, collegial evaluation, course evaluation, student evaluation, performance evaluation, interviewing, course preparation, course upgrading, curriculum development, program planning, coordination and evaluation, meetings and Departmental committee work, field trips, library liaison, contact with Employers, professional development, invigilation of exams, equipment control and design, and other administrative duties necessary for normal operation of the Department.

- 1.4.4 Subject to Appendix 2 and Article 1.4.6, Assistant Instructors may be given reasonable assignments assisting Faculty Employee(s) in any of the foregoing.
- 1.4.5 Subject to Appendix 2 and Article 1.4.6, duties for Specialized Faculty and Technical Staff may be assigned within the requirements of the program or service being offered and may include administrative duties necessary for the normal operation of the Department.
- 1.4.6 It is understood that the assignments in Articles 1.4.3, 1.4.4 and 1.4.5 above are subject to the provisions of the Collective Agreement, and shall be made:
  - 1.4.6.1 in a reasonable and equitable fashion in accordance with the provisions of Article 14.2; and
  - 1.4.6.2 in a manner consistent with the position of Faculty, Assistant Instructor and Technical Staff as professional educators, as professionals in their respective fields, and as members of their Department; and
  - 1.4.6.3 based on the criteria of fairness, equitability and reasonableness.
- 1.5 Impact of Legislation
  - 1.5.1 In the event that 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. The Employer and the Union shall negotiate a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated.
  - 1.5.2 The Parties agree that the intent of negotiations referred to in this Article shall be to substitute equivalent provisions for Faculty, Assistant Instructors and Technical Staff to make up for any rights, privileges, benefits or remuneration lost pursuant to the legislation.
  - 1.5.3 If after 45 working days from the commencement of negotiations referred to in Article 1.5.1 the matter has become deadlocked, then either the Union or the Employer may refer the matter to an impartial arbitrator for final binding determination. The time limits prescribed herein, the selection of an arbitrator and the sharing of arbitration fees and expenses shall be governed by Articles 3.7.2, 3.7.3, and 3.7.4.
- 1.6 Conflict of Regulations
  - 1.6.1 The Employer shall not make or publish any regulation which is in conflict with this Agreement, and shall forthwith amend any regulation discovered to be so in conflict; but in any case, in the event that there is a conflict between any term of this Agreement and any regulation made by the Employer, or on behalf of the Employer, this Agreement shall take precedence over the said regulations.
- 1.7 Human Rights, Discrimination and Harassment

- 1.7.1 The Parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia.
- 1.7.2 The Parties agree that neither the Employer, nor the Employee, shall discriminate against any applicant to a position covered by this Agreement, or against any Employee, on the basis of **the grounds as set out in section 13(1) of the B.C. *Human Rights Code*, RSBC 1996, c 210**, membership in the Union or activities relating to participation in the Union, or participation in community affairs.
- 1.7.3 In support of the harassment and discrimination training programs currently offered by the Employer, the Parties will jointly develop and offer educational and training programs designed to:
  - 1.7.3.1 enhance understanding of interpersonal conflict and bullying and the effects thereof in the workplace;
  - 1.7.3.2 ensure that all members of the Union and their managers are aware of their resources and responsibilities with respect to interpersonal conflict and bullying; and
  - 1.7.3.3 actively promote the development and maintenance of a respectful workplace environment.
- 1.7.4 The Employer and the Union agree that employee attendance at these educational and training programs is mandatory.
- 1.7.5 When the singular is used in this Agreement, it is understood that the reference includes the plural as the context so requires.
- 1.8 Definitions
  - 1.8.1 Acknowledge/Acknowledgement shall mean "make known the receipt of...."
  - 1.8.2 Bargaining Unit:

The group of Employees certified as the BCIT Faculty and Staff Association (the Union) under the applicable labour legislation.
  - 1.8.3 Colleague:

Unless otherwise specified in the Collective Agreement or by the Labour/Management Committee in a specific case, this shall mean an Employee as defined herein.
  - 1.8.4 Consultation:

The serious exchange of information and ideas before action is taken.
  - 1.8.5 Department:
    - 1.8.5.1 Unless otherwise specified in the Collective Agreement or by the Labour/Management Committee in a specific case, this shall mean the Employees and the related Manager in one of the units designated as a Department by Memorandum of Agreement, or by Appendix III, for each of which an official roster shall be kept, to be established by mutual agreement. Each member of the Department shall participate in deliberations and decisions with a single voice and a single vote.

1.8.5.2 Where, in this Agreement, reference is made to the authority or responsibilities of a Department, the reference shall be taken to mean either the Department as defined in Article 1.8.5.1 or any portion of the Department to whom the Department has delegated the authority or responsibilities referred to, but without restricting the right of the Department to recall or reallocate such authority or responsibilities.

1.8.6 Division

1.8.6.1 The organizational unit next above the Department level and consisting of one (1) or more Departments. For purposes of the Collective Agreement the Divisions shall be:

- School of Business + Media
- School of Computing and Academic Studies
- School of Construction and the Environment
- School of Transportation
- School of Health Sciences
- School of Energy
- Division of Educational Support and Innovation
- Division of Research
- Division of Student Services
- Division of Indigenous Initiatives and Partnerships
- Division of Information Technology
- Division of International

1.8.6.2 If a Bargaining Unit member is attached to a unit other than named above, the Parties will discuss and determine a suitable location for purposes of Article 1.8.6.

1.8.6.3 For the purposes of administering joint Divisional committees, other areas besides those named above may be designated by mutual agreement.

1.8.7 Employee:

Within the Union certification, Faculty members and Assistant Instructors and Technical Staff and anyone who teaches or has a teaching-related function in connection with a course, class, or training carried on by or at BCIT, or under the BCIT label; and any such persons who are paid by salary, wage, honorarium or fee through BCIT and any such persons who are on an approved leave.

1.8.8 Employer:

The Board of Governors of the British Columbia Institute of Technology and/or personnel to whom responsibility is delegated by the Board.

1.8.9 Month:

The period from a date in one calendar month to the preceding date in the next calendar month.

1.8.10 Mutual Agreement:

Agreement between the Employer and the Union.

1.8.11 Release Time:

Within the Bargaining Unit, time away from regular duties (such as teaching) for specified duties, e.g., for a Program Head or curriculum development.

1.8.12 Search Committee:

The Committee established pursuant to Article 6.2 which recommends an appointment of the President of BCIT.

1.8.13 Selection Committee:

The Committee that recommends the appointment of an Employee (pursuant to Article 5.2.3) or a Manager other than the President of BCIT (pursuant to Article 6.1).

1.8.14 Tech Rep:

This term is synonymous with "Union Steward", "Shop Steward", "Technology Representative", "Department Representative", or "Department Steward".

1.8.15 Union:

The British Columbia Institute of Technology Faculty and Staff Association.

1.8.16 Working Conditions:

For the purpose of this Agreement, this term shall include all matters dealt with in this Agreement.

1.9 Restriction

Definitions, time limits and procedures in this Agreement are binding unless altered by mutual agreement.