

ARTICLE 2 – UNION MANAGEMENT RELATIONS

2.1 Union Recognition

2.1.1 Recognition of the Bargaining Agent

The Employer recognizes the Union as the exclusive bargaining agent for all Employees as defined in Articles 1.8.2 and 1.8.7.

2.1.2 Communication

2.1.2.1 Unless otherwise specified in this Agreement, all correspondence between the Employer and the Union related to the interpretation, application, or implementation of this Agreement shall be conducted between the Executive Director of the Union and the Director of **Employee** Relations. Each party has the right to delegate this responsibility from time to time, provided that prior written notice of the delegation and/or revocation is given.

2.1.2.2 Unless otherwise specified in this Agreement, copies of all correspondence from the Employer to any member of the Bargaining Unit related to the interpretation, application, or implementation of this Agreement shall be delivered simultaneously to the officer designated by the Union.

2.1.3 Bargaining Unit Work

2.1.3.1 Subject to Articles 2.1.3.4, 2.1.3.5, and 2.1.3.6, no person other than a Bargaining Unit member shall perform work of a nature or type usually done by any Bargaining Unit member, or work similar thereto, or work which falls within the specific or generic job description of a Bargaining Unit member. There shall be no contracting out except as provided by Article 2.1.3.5.

2.1.3.2 The Employer agrees to post internally any contract work available and to give preference for such contract work to qualified Employees affected by Layoff (Article 18).

2.1.3.3 The Employer agrees to notify the Union of the Employer's intention to contract out, and to forward to the Union a copy of the posting.

2.1.3.4 Management personnel in non-teaching areas may perform Bargaining Unit work in their area of direct supervision to a maximum of 10 hours in a week.

2.1.3.5 By mutual agreement, persons other than members of the Bargaining Unit may perform Bargaining Unit work outside the conditions described in Articles 2.1.3.1, 2.1.3.4, and 2.1.3.6. **Where the Employer seeks such agreement, the Union shall respond as quickly as possible.**

2.1.3.6 Excluded Managers shall be permitted to carry a class load, as assigned under Article 14.2, but this shall not exceed three (3) hours in a week including Part-Time Studies.

2.1.3.7 Mutual Agreement for requests to use non-employee services to perform bargaining unit work, at Article 2.1.3.5 of the Collective Agreement, will not apply to employees of a recognized provincial Health Authority or an agreed upon agency, qualified to perform duties in support of clinical instruction.

2.1.4 Union Membership

2.1.4.1 Any Employee who was a member of the Union on June 20, 1975, and any Employee who became a member of the Union after that date shall, as a condition of employment with the B.C. Institute of Technology, remain a member of the Union in good standing during the term of this Agreement.

2.1.4.2 Any person appointed to a position in the Bargaining Unit after June 20, 1975 shall, as a condition of employment with BCIT, apply for membership in the Union no later than the 31st day following the date of appointment, and shall, as a condition of employment, remain a member of the Union in good standing during the term of this Agreement.

2.1.5 Union Dues

2.1.5.1 The Employer shall deduct from the monthly wages or salary of each Employee in the Bargaining Unit, whether or not the Employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union, and shall require as a condition of employment that each Employee make and maintain whatever authorization is required for this deduction.

2.1.5.2 The Employer shall deduct from any Employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or By-Laws owing by the Employee to the Union each month and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are deducted.

2.1.5.3 All deductions shall be remitted to the agent appointed by the Union not later than 10 days after the date of deduction. The Employer shall also provide a list of names and classifications of those Employees from whose salaries such deductions have been made together with the amounts deducted from each Employee.

2.1.5.4 Before the Employer is obliged to deduct any amount under Articles 2.1.5.1 and 2.1.5.2, the Union must advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount of its regular monthly dues and shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President or Executive Director of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

2.1.5.5 From the date of signing of this Agreement and for its duration, no Employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the Employees in the Bargaining Unit.

2.1.5.6 The Employer shall supply each Employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the Employee in the previous year. Such receipts shall be provided to the Employee prior to March 1 of the succeeding year.

2.1.6 Release Time for Union Activity

2.1.6.1 Upon application to and upon receiving the acknowledgement of the Employer for each applicant, official representatives of the Union shall be granted release time with pay for the purpose of settling a grievance or attending negotiation sessions, as outlined elsewhere in this Agreement. Release time for the purposes of

attending negotiation sessions will only be granted to a maximum of four (4) Employees, other than those granted release time under Article 2.1.6.2.

2.1.6.2 Upon application to and upon receiving the acknowledgement of the Employer for each applicant, official representatives of the Union shall be granted release time for the purpose of carrying on Union activities.

2.1.6.3 The Employer shall grant, on written request from the Union, release time for Employees selected for positions with the Union or any body to which the Union is related.

2.1.6.4 The Employer shall grant, on written request from the Union, release time to any Employees specified for the purpose of:

2.1.6.4.1 attending conferences, conventions or other events deemed to require representation from the Union or to be of value to the Union; and

2.1.6.4.2 transacting other business in connection with matters affecting members of the Bargaining Unit or affecting the Union or affecting BCIT.

2.1.6.5 Wherever possible, the written request for release time for Union activities shall be given to the Employer three (3) months in advance of the commencement of the release time. Requests for such release time shall nevertheless be given precedence over any other applications for leave being processed at the same time, and shall be granted. The Union and the Employer shall cooperate to ensure that suitable arrangements are made to have the Employee's regular duties covered during any transition period and during all periods of release time for Union activity.

2.1.6.6 With respect to any release time granted under Articles 2.1.6.2, 2.1.6.3, and 2.1.6.4 above, the Employer shall continue to pay each Employee's regular wage or salary in full, but shall render an account to the Union for the amount of release time, including the Employer's contributions on behalf of such Employee for all benefits and a pro-rated share of vacation earned while on release time for Union activities covered by this clause. The Union shall then reimburse the Employer to the amount of the account rendered within 60 days or as mutually agreed.

2.1.6.7 When release time is obtained under Article 2.1.6, suitable and reasonable arrangements will be made to have the Employee's regular duties covered. If such arrangements cannot be made with existing staff, then the Employer shall backfill the Employee on release time. No Employee shall be prevented from accepting release time for Union activity because that Employee's regular duties are not adequately covered.

2.1.7 Recognition of Tech Reps

2.1.7.1 The Employer recognizes the Union's right to appoint Tech Reps, taking into account both operational and geographical considerations.

2.1.7.2 The Union agrees to provide the Employer with a list of the Employees designated as Tech Reps, and their areas of responsibility, and to keep that list up to date as changes are made.

2.1.7.3 There shall be no loss of pay or benefits, and no penalty, for activity required of Tech Reps by the Union.

2.1.7.4 If the Tech Rep, in carrying out Union duties, is required to temporarily cease regular duties as an Employee of the Institute, that Tech Rep shall inform the official designated by the Employer to receive such notice, and the Employer shall make arrangements so that the regular duties of that Tech Rep are fulfilled.

2.1.8 Union Activities

2.1.8.1 Each Employee shall be entitled, at no loss of pay, to a total of three (3) hours per week during regular hours of operation of the Institute, for the purpose of participation in Union activities, subject to Article 2.1.8.2 following.

2.1.8.2 The three (3) hours for participation in Union activities shall be scheduled during the Wednesday break period (1430 – 1730), unless the Parties mutually agree to another time or times which allow greater participation by the Employees while minimizing interference in the operation of classes.

2.1.9 Union Facilities

2.1.9.1 The Employer shall provide the Union with a suitable furnished office within the Institute facilities and access to services necessary to conduct business. Any change in location shall be by mutual agreement between the Employer and the Union. The Employer agrees to provide access to the Union's office facilities as required and through the normal Institute procedures.

2.1.9.2 The Union shall be able to purchase stationery and other office supplies from the Central Stores of BCIT at the same rate that these are supplied to the teaching Departments of the Institute.

2.1.9.3 Access to printing and duplicating facilities shall be provided to the Union in the same manner.

2.1.9.4 Telephone service through the Institute switchboard shall be provided to the Union in the same manner.

2.1.9.5 Reserve parking shall be provided for at least two cars in the present spaces, or at Management's option substitute spaces satisfactory to the Union, at no more than the going rate for areas reserved for administration officials.

2.1.9.6 The Employer agrees to provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by the Union. Except for the three (3) bulletin boards already authorized, the Union agrees to pay purchase and installation costs of its own bulletin boards.

2.1.10 Information

2.1.10.1 The Employer agrees to provide to the Union on request such information as is available relating to Employees in the Bargaining Unit, subject to any rights and limitations set out within the Freedom of Information and Protection of Privacy Act or other applicable privacy legislation.

2.1.10.2 This information shall include, but not be limited to, items such as:

2.1.10.2.1 The name, position, and seniority of the Employees in the Bargaining Unit;

2.1.10.2.2 Statistical information on the following:

- Academic qualifications,
- Experience (within the Institute, teaching, business experience, etc.),
- Teaching training,
- Professional recognition or achievement,
- Committed contact hours as scheduled,
- Staff/student ratios,
- Amount of marking,
- New course or repeat,
- Number of courses,
- Lab/lecture/seminar proportions,
- Physical facilities,
- Averaging provisions;

2.1.10.2.3 Information relating to any matter dealt with in the Collective Agreement.

2.1.10.3 The above items are listed as examples and not intended to be exclusive.

2.1.11 Part-Time Studies Information

In addition to information requested under Article 2.1.10, the Employer will provide the following information regarding Part-Time Studies contracts upon their approval:

- Name of Employee
- Department
- Course
- Start Date
- End Date
- Contract Hours
- Rate of Pay
- E-mail address
- Whether the Employee is also a Regular or Temporary Employee

2.2 Joint Labour/Management Committee

2.2.1 A Joint Committee composed of three (3) Union representatives and three (3) Employer representatives will meet at the request of either party, but at least once a month, to review and discuss matters of concern to either party. Without limiting the generality of the foregoing, the Labour/Management Committee shall have the power to negotiate amendments to the terms of this Collective Agreement by mutual agreement.

2.2.2 The Labour/Management Committee shall deal with any disagreement between the Employer and the Union over the application, interpretation, or, if no grievance has been initiated, the alleged violation of any provision of this Agreement. If no mutually acceptable agreement is reached by the Labour/Management Committee, either party may submit the dispute to arbitration. Arbitration shall be invoked by either the Union or the Employer notifying the other to this effect within 20 working days after the matter has become deadlocked. The time limit prescribed herein, the selection of an arbitrator, and the sharing of fees and expenses for the arbitration shall be governed by Articles 3.7 and 3.8.

2.3 Consultation on Educational Matters

- 2.3.1 The effective conduct of the Institute's affairs requires the active and continuing participation of the Faculty, Assistant Instructors and Technical Staff, and the Union in the development and implementation of the educational program.
- 2.3.2 Where not specified or spoken to in this Agreement, the management of significant matters affecting the development and implementation of the educational operation shall be carried on by consultative processes, as "consult" is defined in this Agreement. "Significant" shall mean matters in any area identified by either Party as being significant to it.
- 2.3.3 Specifically, it is agreed that Faculty, Assistant Instructors, and Technical Staff have the right to be consulted on educational matters. This consultation will take the form of:
- 2.3.3.1 Individual representation in Department affairs; the Manager shall involve the Department as a whole in decision-making on internal matters such as the planning of courses, use and development of facilities, budget and personnel matters; and
- 2.3.3.2 Committees where the expertise of a specific professional would be of value to the Institute; and
- 2.3.3.3 Consultation with the Union through the Labour/Management Committee and in other mutually agreed ways.
- 2.3.4 Consultation on educational matters shall include consultation with the Union through the Labour/Management Committee. Additional consultation shall take place through the Educational Council and in other ways such as communication between the Union and individual Managers where appropriate, and subject to Article 2.1.2. The Union shall have the opportunity to be represented on Institute task forces and committees which are investigating new directions in technological education.
- 2.3.5 There may be urgent situations requiring such rapid action that consultation cannot be carried out. In such situations, the Union shall be so informed and full information shall be transmitted to the Union as soon as possible.
- 2.3.6 The Institute's leadership role in technological education will be actively encouraged by both Parties, and they will not by the consultative process unduly delay or impair activities necessary for the fulfilment of that role.
- 2.4 Job Change
- 2.4.1 Any significant changes in job function for a new position or an Employee or any changes in job description or new job description for a position in the Bargaining Unit shall be subject to mutual agreement between the Union and the Employer.
- 2.4.2 Any change in job function or job description which removes an Employee from the Bargaining Unit shall be regarded as the creation of a new position.
- 2.5 Technological Change
- 2.5.1 Definition
- The introduction or approval by the Employer of a change in the delivery of services by Employees caused by a change in nature, type or quantity of equipment or materials, or a change in work methods, where such change would:
- 2.5.1.1 significantly alter the working conditions, terms of employment, or security of

employment of a member of the Bargaining Unit; or

2.5.1.2 significantly alter the basis on which this Agreement was negotiated; or

2.5.1.3 displace an Employee through elimination of that Employee's current position; or

2.1.5.4 change an Employee's current job function to such an extent that the Employee's level of remuneration would be reduced.

2.5.2 Process

When the Employer intends to introduce a technological change the following conditions shall apply:

2.5.2.1 Notice

2.5.2.1.1 The Employer agrees to notify the Union of its intention as far as possible in advance, and to update the information provided as new developments arise and modifications are made;

2.5.2.1.2 In any case, at least 70 days before a technological change is to be introduced, the Employer shall provide the Union and the Department(s) likely to be affected, with a description of the change disclosing all foreseeable significant effects on Employees.

2.5.2.1.3 Notice shall be given in writing and shall contain pertinent data, including:

2.5.2.1.3.1 the nature of the change;

2.5.2.1.3.2 the approximate date on which the Employer proposes to effect the change;

2.5.2.1.3.3 the approximate number and type of Employees likely to be affected by the change; and

2.5.2.1.3.4 the effect the change is likely to have on the terms, conditions, or security of employment of the Employees affected, or the alteration(s) that may have to be made to the Collective Agreement.

2.5.2.2 Consultation

When the Employer has notified the Union of its intention to introduce a technological change, either party may call for a meeting. The Parties agree to meet within 15 working days of receipt of the call, and to hold constructive and meaningful consultation in an effort to find solutions to any problems foreseen as arising from the implementation of the intended change.

2.5.2.3 Resulting Agreements

Where the Parties reach agreement under Article 2.5.2.2 such agreements shall be in the form of Memoranda of Agreement.

2.5.2.4 Failure to Agree

2.5.2.4.1 Where the Parties do not reach agreement on solutions to any problems foreseen as arising from the implementation of the intended change within 60 days after the date on which the Union has received notification, the matter may be referred to Expedited Arbitration by either party within 10 working days of failure to agree.

2.5.2.4.2 The change(s) in question shall not be introduced by the Employer until the disputed matters are processed by the Expedited Arbitration.

2.5.2.4.3 Where the recommendation from the Expedited Arbitration is not accepted, the matter may be referred to arbitration by either party within 10 working days of receipt of the recommendation.

2.5.2.5 Reduction in Number of Regular Employees as a Result of Technological Change

In the event of a reduction in the number of Regular Employees as a result of technological change, the procedures specified in Article 18 shall be followed.

2.5.2.6 Relocation or Reassignment

An Employee shall not be relocated or reassigned within the Institute as a result of technological change without the Employee's written consent.