

**COLLECTIVE AGREEMENT**

**between the**

**B.C. INSTITUTE OF TECHNOLOGY**

**and the**

**B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION (BCGEU)  
representing Employees of Local 703  
(BCGEU Faculty)**

**Effective April 1, 2019 to March 31, 2022**

## TABLE OF CONTENTS

<b>DEFINITIONS .....</b>	<b>10</b>
<b>ARTICLE 1 - PREAMBLE .....</b>	<b>13</b>
<b>1.1 PURPOSE OF AGREEMENT .....</b>	<b>13</b>
<b>1.2 FUTURE LEGISLATION .....</b>	<b>13</b>
<b>1.3 CONFLICT WITH REGULATIONS .....</b>	<b>13</b>
<b>1.4 NOTICE OF LEGISLATIVE CHANGE .....</b>	<b>13</b>
<b>1.5 USE OF SINGULAR TERMS.....</b>	<b>13</b>
<b>1.6 HUMAN RIGHTS CODE .....</b>	<b>13</b>
<b>1.7 HARASSMENT AND DISCRIMINATION.....</b>	<b>13</b>
<b>1.8 MANAGEMENT RIGHTS.....</b>	<b>14</b>
<b>ARTICLE 2 - UNION RECOGNITION AND RIGHTS .....</b>	<b>15</b>
<b>2.1 BARGAINING UNIT DEFINED.....</b>	<b>15</b>
<b>2.2 BARGAINING AGENT OR RECOGNITION .....</b>	<b>15</b>
<b>2.3 CORRESPONDENCE.....</b>	<b>15</b>
<b>2.4 NO OTHER AGREEMENT .....</b>	<b>15</b>
<b>2.5 NO DISCRIMINATION FOR UNION ACTIVITY .....</b>	<b>15</b>
<b>2.6 RECOGNITION AND RIGHTS OF STEWARDS .....</b>	<b>16</b>
<b>2.7 BULLETIN BOARDS.....</b>	<b>16</b>
<b>2.8 UNION INSIGNIA .....</b>	<b>16</b>
<b>2.9 RIGHT TO REFUSE TO CROSS PICKET LINES .....</b>	<b>16</b>
<b>2.10 TIME OFF FOR UNION BUSINESS .....</b>	<b>17</b>
<b>2.11 EMERGENCY SERVICES.....</b>	<b>17</b>
<b>ARTICLE 3 - UNION SECURITY .....</b>	<b>18</b>
<b>ARTICLE 4 - CHECK-OFF OF UNION DUES .....</b>	<b>19</b>
<b>ARTICLE 5 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES.....</b>	<b>20</b>
<b>ARTICLE 6 - EMPLOYER-UNION RELATIONS .....</b>	<b>21</b>
<b>6.1 REPRESENTATION .....</b>	<b>21</b>
<b>6.2 UNION REPRESENTATIVES.....</b>	<b>21</b>
<b>6.3 TECHNICAL INFORMATION.....</b>	<b>21</b>
<b>ARTICLE 7 - GRIEVANCES.....</b>	<b>22</b>
<b>7.1 GRIEVANCE PROCEDURE.....</b>	<b>22</b>
<b>7.2 STEP 1.....</b>	<b>22</b>
<b>7.3 TIME LIMIT TO PRESENT INITIAL GRIEVANCE.....</b>	<b>22</b>
<b>7.4 STEP 2.....</b>	<b>22</b>
<b>7.5 TIME LIMIT TO REPLY AT STEP 2 .....</b>	<b>23</b>
<b>7.6 STEP 3.....</b>	<b>23</b>
<b>7.7 TIME LIMIT TO REPLY AT STEP 3 .....</b>	<b>23</b>
<b>7.8 FAILURE TO ACT .....</b>	<b>23</b>
<b>7.9 TIME LIMIT TO SUBMIT TO ARBITRATION.....</b>	<b>23</b>
<b>7.10 ADMINISTRATIVE PROVISIONS.....</b>	<b>23</b>
<b>7.11 FAST TRACK ARBITRATION.....</b>	<b>23</b>
<b>7.12 DEVIATION FROM GRIEVANCE PROCEDURE.....</b>	<b>24</b>

7.13	POLICY GRIEVANCE.....	24
7.14	TECHNICAL OBJECTIONS TO GRIEVANCES.....	24
7.15	EFFECTIVE DATE OF SETTLEMENTS.....	25
7.16	AMENDING OF TIME LIMITS.....	25
<b>ARTICLE 8 - ARBITRATION.....</b>		<b>26</b>
8.1	NOTIFICATION.....	26
8.2	COMPOSITION OF THE BOARD OF ARBITRATION.....	26
8.3	FAILURE TO APPOINT.....	26
8.4	BOARD PROCEDURE.....	26
8.5	DECISION OF BOARD.....	26
8.6	DISAGREEMENT ON DECISION.....	26
8.7	EXPENSES OF ARBITRATION BOARD.....	26
8.8	AMENDING TIME LIMITS.....	27
8.9	ALTERNATE GRIEVANCE RESOLUTION PROCEDURE.....	27
8.10	EXPEDITED ARBITRATION.....	27
<b>ARTICLE 9 - DISMISSAL, SUSPENSION AND DISCIPLINE.....</b>		<b>30</b>
9.1	BURDEN OF PROOF.....	30
9.2	DISMISSAL.....	30
9.3	SUSPENSION.....	30
9.4	DISMISSAL AND SUSPENSION GRIEVANCE.....	30
9.5	RIGHT TO GRIEVE OTHER DISCIPLINARY ACTION.....	30
9.6	PERSONNEL FILES.....	30
9.7	RIGHT TO HAVE A STEWARD PRESENT.....	30
9.8	REJECTION DURING PROBATION.....	31
9.9	ABANDONMENT OF POSITION.....	31
<b>ARTICLE 10 - SENIORITY.....</b>		<b>32</b>
10.1	SENIORITY DEFINED.....	32
10.2	SENIORITY LIST.....	32
10.3	LOSS OF SENIORITY.....	32
10.4	RE-EMPLOYMENT.....	33
10.5	BRIDGING OF SERVICE.....	33
10.6	SENIORITY TIE BREAKER.....	33
<b>ARTICLE 11 - PROMOTIONS, STAFF CHANGES AND POSTINGS.....</b>		<b>34</b>
11.1	APPOINTMENT POLICY.....	34
11.2	POSTINGS.....	34
11.3	UNION OBSERVER.....	34
11.4	NOTIFICATION.....	34
11.5	RELOCATIONS.....	35
11.6	TRANSFERS WITHOUT POSTING.....	35
11.7	INTERVIEW EXPENSES.....	35
11.8	RIGHT TO APPEAL.....	35
11.9	PROBATION.....	35
11.10	CHANGES IN STATUS - PROBATION.....	36
11.11	SCREENING COMMITTEE.....	36
<b>ARTICLE 12 - LAYOFF.....</b>		<b>37</b>
12.1	NOTICE.....	37
12.2	PRE-LAYOFF CANVASS.....	38

12.3	ORDER.....	38
12.4	NOTICE OF LAYOFF.....	38
12.5	REGULAR EMPLOYEES AND LAYOFF .....	39
12.6	RECALL .....	41
12.7	CONVERSION TO PERMANENT ONGOING STATUS .....	42
<b>ARTICLE 13 - HOURS OF WORK/CAREER DEVELOPMENT.....</b>		<b>43</b>
<b>PREAMBLE.....</b>		<b>43</b>
13.1	HOURS OF WORK - NON-TEACHING FACULTY.....	43
13.2	WORK SCHEDULES - NON-TEACHING FACULTY .....	43
13.3	HOURS OF WORK - FACULTY .....	43
13.4	OPERATIONAL SCHEDULES .....	45
13.5	NON-INSTRUCTIONAL DUTY DAY .....	45
13.6	SCHEDULING OF LIEU DAYS/STATUTORY HOLIDAYS .....	45
13.7	CONVERSION OF HOURS .....	46
13.8	STANDBY/CALLOUT .....	46
13.9	MEAL PERIODS.....	46
13.10	REST PERIODS .....	46
13.11	WORK LOCATIONS/POINTS OF ASSEMBLY/WORK START TIMES .....	46
13.12	HOURS OF WORK - CAMP FIELD CREWS.....	47
<b>EMPLOYEE TRAINING AND DEVELOPMENT .....</b>		<b>47</b>
13.13	ORIENTATION .....	47
13.14	A PROCEDURE FOR OBTAINING THE PROVINCIAL INSTRUCTOR DIPLOMA .....	47
13.15	TECHNOLOGICAL CURRENCY .....	48
13.16	A PROCEDURE TO VERIFY QUALIFICATIONS AND/OR EQUIVALENT QUALIFICATIONS .....	48
13.17	PROVINCIAL INSTRUCTOR DIPLOMA.....	49
13.18	CAREER AND SKILLS DEVELOPMENT FUND.....	49
13.19	FEE WAIVER FOR BCIT COURSES .....	54
13.20	LEAVE FOR WRITING EXAMINATIONS.....	54
13.21	LEAVE FOR TAKING COURSES .....	54
13.22	UPGRADING QUALIFICATIONS .....	54
13.23	EXAMINATIONS OF QUALIFICATIONS .....	54
13.24	PREPARATION FOR EXAMINATION.....	55
13.25	EXCHANGE PROGRAMS.....	55
13.26	EMPLOYEE DEVELOPMENT .....	55
13.27	EVALUATION REPORTS.....	56
13.28	PERSONAL RESEARCH .....	56
13.29	COPYRIGHTS.....	56
<b>ARTICLE 14 - SHIFT WORK .....</b>		<b>57</b>
14.1	DEFINITION OF SHIFT FOR SHIFT PREMIUM .....	57
14.2	SHIFT PREMIUM APPLIED TO OVERTIME HOURS.....	57
14.3	SCHEDULING – FACULTY .....	57
14.4	NOTICE OF WORK SCHEDULES .....	58
14.5	SHORT CHANGE-OVER PREMIUM .....	58
14.6	EXCHANGE OF SHIFTS.....	58
14.7	SHORTFALL OF ANNUAL WORKING HOURS.....	58
14.8	SPLIT SHIFTS .....	58
<b>ARTICLE 15 - OVERTIME .....</b>		<b>59</b>
15.1	DEFINITIONS .....	59
15.2	AUTHORIZATION AND APPLICATION OF OVERTIME .....	59

15.3	OVERTIME ENTITLEMENT .....	59
15.4	RECORDING OF OVERTIME .....	59
15.5	SHARING OF OVERTIME.....	59
15.6	OVERTIME COMPENSATION .....	60
15.7	OVERTIME MEAL ALLOWANCE .....	60
15.8	NO LAYOFF TO COMPENSATE FOR OVERTIME .....	61
15.9	RIGHT TO REFUSE OVERTIME.....	61
15.10	OVERTIME WHICH DOES NOT ABUT THE SUCCEEDING SHIFT .....	61
15.11	REST INTERVAL AFTER OVERTIME .....	61
<b>ARTICLE 16 - PAID HOLIDAYS .....</b>		<b>62</b>
16.1	PAID HOLIDAYS .....	62
16.2	HOLIDAYS FALLING ON SATURDAY OR SUNDAY .....	62
16.3	HOLIDAY FALLING ON A DAY OF REST .....	62
16.4	HOLIDAY FALLING ON A SCHEDULED WORKDAY .....	62
16.5	HOLIDAY COINCIDING WITH A DAY OF ANNUAL LEAVE .....	62
16.6	PAID HOLIDAY PAY .....	63
16.7	TEMPORARY EMPLOYEES .....	63
16.8	REGULAR EMPLOYEES ON LAYOFF/RECALL .....	63
<b>ARTICLE 17 - ANNUAL LEAVE .....</b>		<b>64</b>
17.1	PURPOSE .....	64
17.2	ENTITLEMENT (EFFECTIVE JANUARY 1, 1980) .....	64
17.3	LEAVE SCHEDULING .....	64
17.4	STATUTORY HOLIDAYS DURING ANNUAL LEAVE .....	65
17.5	EMPLOYER RIGHTS AND SCHEDULED ANNUAL LEAVE.....	65
17.6	ANNUAL LEAVE PAY .....	65
17.7	APPROVED LEAVE OF ABSENCE WITH PAY DURING ANNUAL LEAVE .....	66
17.8	PAYOUT .....	66
17.9	CARRYOVER .....	66
17.10	CALL BACK FROM ANNUAL LEAVE .....	66
17.11	ANNUAL LEAVE ON RETIREMENT .....	66
17.12	ANNUAL LEAVE CREDITS UPON DEATH .....	66
<b>ARTICLE 18 - SHORT TERM ILLNESS AND INJURY AND LONG TERM DISABILITY .....</b>		<b>67</b>
<b>ARTICLE 19 - SPECIAL AND OTHER LEAVE .....</b>		<b>68</b>
19.1	BEREAVEMENT LEAVE.....	68
19.2	LEAVE RESPECTING DEATH OF CHILD .....	68
19.3	LEAVE RESPECTING DISAPPEARANCE OF CHILD.....	68
19.4	LEAVE FOR DOMESTIC VIOLENCE .....	68
19.5	COMPASSIONATE CARE LEAVE.....	68
19.6	SPECIAL LEAVE .....	69
19.7	FAMILY ILLNESS.....	69
19.8	FULL-TIME UNION OR PUBLIC DUTIES .....	70
19.9	LEAVE FOR COURT APPEARANCES .....	70
19.10	ELECTIONS.....	70
19.11	GENERAL LEAVE.....	70
19.12	LEAVE FOR MEDICAL AND DENTAL CARE .....	71
19.13	DEFINITION OF CHILD .....	71
19.14	MAXIMUM LEAVE ENTITLEMENT .....	71
19.15	EMERGENCY SERVICE LEAVE .....	71

19.16	PRE-RETIREMENT LEAVE .....	71
19.17	EARLY RETIREMENT INCENTIVE .....	71
19.18	EARLY RETIREMENT OPTION FUND .....	72
<b>ARTICLE 20 - MATERNITY, PARENTAL &amp; ADOPTION LEAVE .....</b>		<b>75</b>
20.1	MATERNITY LEAVE.....	75
20.2	PARENTAL LEAVE .....	75
20.3	SUPPLEMENTAL EMPLOYMENT BENEFIT FOR MATERNITY AND PARENTAL LEAVE.....	76
20.4	HEALTH AND WELFARE AND ANNUAL LEAVE .....	77
20.5	RIGHTS ON RETURN TO WORK .....	77
<b>ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY.....</b>		<b>78</b>
21.1	CONDITIONS.....	78
21.2	SAFETY COMMITTEE.....	78
21.3	UNSAFE WORK CONDITIONS .....	78
21.4	INJURY PAY PROVISION .....	78
21.5	TRANSPORTATION OF ACCIDENT VICTIMS .....	78
21.6	POLLUTION CONTROL .....	78
21.7	INVESTIGATION OF ACCIDENTS .....	78
21.8	INDUSTRIAL FIRST AID REQUIREMENTS .....	79
21.9	OCCUPATIONAL HEALTH AND SAFETY COURSES.....	79
21.10	FIRST AID.....	79
21.11	PAY PROVISIONS .....	79
21.12	SAFETY EQUIPMENT .....	79
21.13	EMERGENCY SURVIVAL TECHNIQUES.....	79
<b>ARTICLE 22 - TECHNOLOGICAL CHANGE.....</b>		<b>80</b>
22.1	DEFINITION.....	80
22.2	NOTICE AND BARGAINING .....	80
22.3	REFERENCE TO ARBITRATION .....	80
22.4	ARBITRATION BOARD POWERS.....	80
<b>ARTICLE 23 - CONTRACTING OUT.....</b>		<b>81</b>
<b>ARTICLE 24 - HEALTH AND WELFARE.....</b>		<b>82</b>
24.1	BASIC MEDICAL INSURANCE.....	82
24.2	EXTENDED HEALTH CARE PLAN .....	82
24.3	DENTAL PLAN.....	82
24.4	GROUP LIFE.....	82
24.5	EMPLOYMENT INSURANCE .....	83
24.6	MEDICAL EXAMINATION .....	83
24.7	EMPLOYEE AND FAMILY ASSISTANCE PROGRAM .....	83
24.8	GROUPS .....	83
24.9	AIR TRAVEL INSURANCE .....	83
24.10	INSURANCE POLICIES (HEALTH AND WELFARE PLANS).....	83
<b>ARTICLE 25 - WORK CLOTHING.....</b>		<b>85</b>
25.1	PROTECTIVE CLOTHING.....	85
25.2	UNIFORMS.....	85
25.3	UNION LABEL .....	85
25.4	MAINTENANCE OF WORK APPAREL .....	85
25.5	LOCKERS.....	85

<b>ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES.....</b>	<b>86</b>
26.1	EQUAL PAY ..... 86
26.2	PAYDAYS ..... 86
26.3	RATES OF PAY ..... 86
26.4	SUBSTITUTION PAY ..... 87
26.5	RATE OF PAY ON RECLASSIFICATION OR PROMOTION..... 87
26.6	PAY ON TEMPORARY ASSIGNMENT ..... 87
26.7	RECLASSIFICATION OF POSITION ..... 88
26.8	PAYMENT TO DEPENDENTS ON DEATH..... 88
26.9	RETIREMENT ALLOWANCE* ..... 88
26.10	SALARY RATE ON DEMOTION ..... 88
26.11	HOURLY, DAILY AND PARTIAL MONTH CALCULATIONS..... 89
<b>ARTICLE 27 - REIMBURSEMENT OF EXPENSES AND TRAVEL.....</b>	<b>90</b>
27.1	REIMBURSEMENT OF COSTS..... 90
27.2	TYPE OF ACCOMMODATION ..... 90
27.3	TEMPORARY ASSIGNMENT TRAVEL ..... 90
27.4	TRAVEL CONDITIONS..... 91
27.5	RECREATIONAL USE OF EMPLOYER'S VEHICLES AND COMMUNICATION FACILITIES ..... 91
27.6	VEHICLE ALLOWANCE ..... 91
27.7	HOSTING EXPENSES ..... 91
27.8	EXPENSES WITHIN HEADQUARTERS AREA ..... 91
27.9	LATE NIGHT TRANSPORTATION ..... 92
27.10	RELOCATION EXPENSES ..... 92
27.11	TELEPHONE ALLOWANCE ..... 92
27.12	VACCINATIONS/INOCULATIONS ..... 92
<b>ARTICLE 28 - CLASSIFICATION AND RECLASSIFICATION.....</b>	<b>93</b>
28.1	CLASSIFICATION SPECIFICATIONS..... 93
28.2	JOB EVALUATION PLAN ..... 93
28.3	CLASSIFICATION AND SALARY ASSIGNMENTS ..... 93
28.4	CLASSIFICATION APPEAL PROCEDURE ..... 93
28.5	ELIMINATION OF PRESENT CLASSIFICATION..... 94
<b>ARTICLE 29 - LABOUR/MANAGEMENT COMMITTEE.....</b>	<b>95</b>
29.1	ESTABLISHMENT OF LABOUR/MANAGEMENT COMMITTEE ..... 95
29.2	MEETINGS OF COMMITTEES ..... 95
29.3	CHAIRPERSON OF COMMITTEE..... 95
29.4	RESPONSIBILITIES OF COMMITTEE ..... 95
<b>ARTICLE 30 - SECONDMENT.....</b>	<b>96</b>
30.1	DEFINITION..... 96
30.2	NOTICE OF SECONDMENT ..... 96
30.3	PROVISIONS OF BCGEU AGREEMENTS TO APPLY ..... 96
30.4	EMPLOYER'S REPRESENTATIVE DESIGNATED TO HANDLE GRIEVANCES AT THE SECOND STEP ..... 96
<b>ARTICLE 31 - TEMPORARY EMPLOYEES ..... 97</b>	
31.1	TEMPORARY EMPLOYEES ..... 97
31.2	TEMPORARY EMPLOYEES - VACATION ..... 97
31.3	TEMPORARY EMPLOYEES – IN-SERVICE APPLICANTS FOR POSTINGS ..... 97
31.4	TEMPORARY EMPLOYEES – AVAILABLE BENEFIT PLANS ..... 97

31.5	TEMPORARY EMPLOYEES - SENIORITY .....	97
31.6	TEMPORARY EMPLOYEES - LOSS OF SENIORITY .....	98
31.7	TEMPORARY EMPLOYEES - LAYOFF AND RECALL .....	98
31.8	TEMPORARY EMPLOYEES – ARTICLE EXCEPTIONS .....	98
<b>ARTICLE 32 - CONTINUING EDUCATION/PART-TIME STUDIES/INDUSTRY SERVICES (CE/PTS/IS) PROGRAMS AND COURSES .....</b>		<b>99</b>
32.1	DEFINITIONS .....	99
32.2	GENERAL CONDITIONS .....	99
32.3	TRANSITION OF PROGRAMS AND COURSES.....	100
<b>ARTICLE 33 – DEPARTMENT HEADS .....</b>		<b>101</b>
33.5	DEPARTMENT HEAD SEARCH PROCESS.....	101
33.6	DEPARTMENT HEADS’ JOB DESCRIPTION .....	102
<b>ARTICLE 34 - GENERAL CONDITIONS .....</b>		<b>105</b>
34.1	PARKING .....	105
34.2	TOOL ALLOWANCES .....	105
34.3	COMPREHENSIVE INSURANCE .....	105
34.4	INDEMNITY .....	105
34.5	PAYROLL DEDUCTIONS.....	106
34.6	POLITICAL ACTIVITY .....	106
34.7	COPIES OF AGREEMENTS.....	106
34.8	TRANSFER OF EMPLOYEES OUT OF THE BARGAINING UNIT .....	106
34.9	"CHARGE OUTS" .....	106
34.10	POSITIONS TEMPORARILY VACANT.....	106
34.11	DAMAGE TO PERSONAL PROPERTY .....	107
34.12	OATHS, X-RAYS AND MEDICAL EXAMINATIONS.....	107
34.13	SUPPLY AND MAINTENANCE OF EQUIPMENT .....	107
34.14	PHYSICAL FITNESS .....	107
34.15	REORGANIZATION.....	107
<b>ARTICLE 35 - TERM OF AGREEMENT .....</b>		<b>108</b>
35.1	DURATION .....	108
35.2	NOTICE TO BARGAIN.....	108
35.3	COMMENCEMENT OF BARGAINING .....	108
35.4	CHANGE IN AGREEMENT .....	108
35.5	AGREEMENT TO CONTINUE IN FORCE.....	108
<b>SCHEDULE A – SALARIES .....</b>		<b>115</b>
APRIL 1, 2019 .....		115
APRIL 1, 2020 .....		116
APRIL 1, 2021 .....		117
<b>SCHEDULE E – DEPARTMENTS .....</b>		<b>118</b>
<b>APPENDIX A .....</b>		<b>119</b>
<b>SHORT TERM ILLNESS AND INJURY PLAN .....</b>		<b>119</b>
<b>LONG TERM DISABILITY PLAN.....</b>		<b>122</b>
<b>JOINT ADVISORY COMMITTEE.....</b>		<b>127</b>
<b>APPENDIX B .....</b>		<b>128</b>
<b>FAMILY MEMBERS FOR THE PURPOSE OF ARTICLE 19.5 COMPASSIONATE CARE</b>		



<b>LEAVE .....</b>	<b>128</b>
<b>LETTER OF UNDERSTANDING #1 – COURSE EVALUATION REPORTS .....</b>	<b>130</b>
<b>LETTER OF UNDERSTANDING #2 – SUB COMMITTEE LABOUR/MANAGEMENT .....</b>	<b>131</b>
<b>LETTER OF UNDERSTANDING #3 – HUMAN RESOURCES DATABASE.....</b>	<b>132</b>
<b>LETTER OF UNDERSTANDING #4 – NEW PROFESSIONAL DEVELOPMENT FUND .....</b>	<b>133</b>
<b>LETTER OF UNDERSTANDING #5 – PROVINCIAL INSTRUCTOR DIPLOMA.....</b>	<b>134</b>
<b>LETTER OF UNDERSTANDING #6 – SELECTION COMMITTEES FOR EXCLUDED MANAGERS .....</b>	<b>135</b>
<b>LETTER OF UNDERSTANDING #7 – MANDATORY RETIREMENT.....</b>	<b>137</b>
<b>LETTER OF UNDERSTANDING #8 – JURISDICTIONAL DISPUTE RESOLUTION PROCESS</b>	
<b>139</b>	
<b>LETTER OF UNDERSTANDING #9 – ARBITRATION PROCEDURES.....</b>	<b>141</b>
<b>LETTER OF UNDERSTANDING #10 – JURISDICTIONAL OVERLAP.....</b>	<b>143</b>
<b>LETTER OF UNDERSTANDING #11 – TRANSFER BETWEEN BARGAINING UNITS.....</b>	<b>144</b>
<b>LETTER OF UNDERSTANDING #12 – COMMITTEE FOR DEVELOPING LANGUAGE AND PROCESS FOR JOB SHARING .....</b>	<b>145</b>
<b>LETTER OF UNDERSTANDING #13 – DEFERRED SALARY LEAVE PLAN .....</b>	<b>146</b>
<b>LETTER OF UNDERSTANDING #14 – PROFESSIONAL DEVELOPMENT ALLOWANCE.....</b>	<b>154</b>
<b>LETTER OF UNDERSTANDING #15 – SECONDARY DEPARTMENT HEAD INDUSTRIAL INSTRUMENTATION DEPARTMENT.....</b>	<b>155</b>
<b>LETTER OF UNDERSTANDING #16 – PUBLIC SECTOR GENERAL WAGE INCREASE .....</b>	<b>156</b>
<b>LETTER OF UNDERSTANDING #17 – INITIAL PLACEMENT FORMS .....</b>	<b>157</b>
<b>SCHEDULE 1 .....</b>	<b>158</b>
<b>BCGEU FACULTY INITIAL PLACEMENT CRITERIA.....</b>	<b>158</b>
<b>SCHEDULE 2 .....</b>	<b>159</b>
<b>BCGEU FACULTY PLACEMENT CRITERIA (INDUSTRIAL INSTRUMENTATION) .....</b>	<b>159</b>
<b>SCHEDULE 3 .....</b>	<b>160</b>
<b>BCGEU FACULTY INITIAL PLACEMENT CRITERIA (POWER ENGINEERING).....</b>	<b>160</b>
<b>SCHEDULE 4 .....</b>	<b>161</b>
<b>BCGEU FACULTY INITIAL PLACEMENT CRITERIA (CISA).....</b>	<b>161</b>
<b>SCHEDULE 5 .....</b>	<b>162</b>
<b>BCGEU FACULTY INITIAL PLACEMENT CRITERIA (TTED).....</b>	<b>162</b>

## DEFINITIONS

For the purpose of this Agreement:

- (1) *"bargaining unit"* is the unit for collective bargaining for which the B.C. Government and Service Employees' Union is certified and includes: All BCGEU Faculty and those Employees engaged in vocational-related activities, including research, coordination and development, except those Employees within the Bargaining Units for which the BCIT Faculty and Staff Association or the BCGEU Support Staff are certified, and except those Employees specifically excluded by Statute, employed by the B.C. Institute of Technology.
- (2) *"continuous employment and continuous service"* means uninterrupted employment with the Amalgamated British Columbia Institute of Technology and includes continuous service as at March 31, 1986 with the Public Service and the Pacific Vocational Institute.
- (3) *"day of rest"* in relation to an Employee, means a day other than a holiday on which an Employee is not ordinarily required to perform the duties of their position. This does not include Employees on leave of absence.
- (4) *"demotion"* means a change from an Employee's position to one with a lower maximum salary.
- (5) There shall be two categories of Employee covered by the terms of this Agreement: *"Regular"* and *"Temporary"* Employees; *"Employee"* means a member of the Bargaining Unit and includes:
  - (a) A *"Regular Employee"* means an Employee who is employed for work which is of a continuous full-time or part-time nature or an Employee whose initial or subsequent appointment is four and one-half (4½) calendar months (97.875 days) or more or who becomes a Regular Employee pursuant to 31.1(b) and does not include:
    - (i) a temporary;
    - (ii) a person excluded by Section 1 of the *Labour Relations Code* of British Columbia;
    - (iii) a person excluded pursuant to Article 2.1 of the Agreement.
  - (b) Regular Part-Time Employees will have hours of work determined by departmental needs on a case by case basis and will be specified by Memorandum of Agreement for each employee. Other terms and conditions of employment for Regular Part-Time employees will be determined on a case by case basis by the Parties and included in the Memorandum of Agreement.
  - (c) *"Temporary Employee"* means an Employee appointed pursuant to Article 31 for a period less than four and one-half (4½) calendar months (97.875 days) and who does not meet the terms specified in Article 31.1(b).
- (6) *"Employer"* means the British Columbia Institute of Technology (BCIT).
- (7) *"field status"* Employees who are normally required to work away from their point of assembly and who, on a day-to-day basis, do not work in an office, institution, plant, or other similar fixed location which is their normal point of assembly.
- (8) *"headquarters or geographic location"* is that area within a radius of thirty-two (32) kilometres of where an Employee ordinarily performs their duties. Within the Metro Vancouver geographic location for transfer purposes is that area within a radius of sixteen (16) kilometres of where an Employee ordinarily performs their duties. When Employees are transferred the headquarters area may be redefined where exceptional circumstances such as unusual road conditions exist.

- (9) *"holiday"* means the twenty-four (24) hour period commencing at 0001 hours of a day designated as a paid holiday in this Agreement.
- (10) *"hours of operation"* are the hours established by the Employer to provide adequate service to the public and to fulfil the functions of the work unit.
- (11) *"hours travelled"* means hours spent travelling from point to point on an hourly or daily basis laid down by the Employer and does not include meal breaks and lodging time, or time spent other than travelling.
- (12) *"lateral transfer"* refers to the movement of an Employee from one position to another which does not constitute a demotion or promotion.
- (13) *"layoff"* is a cessation of employment as a result of a reduction of the amount of work required to be done by the Employer and where, should work become available, Employees will be recalled in accordance with Article 12 or Article 31 of this Agreement.
- (14) *"leave of absence with pay"* means to be absent from duty with permission and with pay. *"Leave of absence without pay"* means to be absent from duty with permission but without pay.
- (15) *"pay"* means rate of compensation for the job.
- (16) *"probation"* means that period of probation which is the six (6) calendar months following appointment or promotion during which the Employer may reject for just cause a person appointed or promoted to such position or which the Employer may extend for a further period not exceeding six (6) calendar months under similar conditions, and the Union shall be so advised; and upon the successful completion of which, the person shall be confirmed.
- (17) *"promotion"* means a change from an Employee's position to one with a higher maximum salary level.
- (18) *"resignation"* means a voluntary notice by the Employee that they are terminating their service on the date specified.

When an Employee provides the Employer with written notice, the resignation will be deemed accepted one working day from the time the written resignation was submitted and may be retracted by the Employee within this period.

When an Employee provides the Employer with a verbal resignation, the Employer may confirm the resignation in writing. The resignation will be deemed accepted one working day from the time the written confirmation is delivered to the Employee's address currently on file with the Employer.

- (19) *"rest period"* is a paid interval which is included in the workday and is intended to give the Employee an opportunity to have refreshments or a rest.
- (20) *"seasonal field Employees"* are those employees who occupy positions which permit them to be normally domiciled at their permanent headquarters but who are assigned field duties on a seasonal basis, returning to their permanent headquarters when not working in the field.
- (21) *"shift schedule"* is the pattern of work hours established through negotiations to meet the hours of operation.
- (22) *"termination"* is the separation of an Employee from the Employer for cause pursuant to Articles 10,

11, and 31, of this Agreement.

- (23) *"transfer"* refers to the movement of an Employee from one geographic location to another.
- (24) *"travel status"* with respect to an Employee means absence of the Employee from their headquarters or geographic location on the Employer's business with the approval of the Employer, but travel status does not apply to Employees temporarily assigned to a position outside of their headquarters or geographic location or to field status Employees.
- (25) *"Union"* means the B.C. Government and Service Employees' Union.
- (26) *"workday"* is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only the time worked prior to but adjoining to a shift, shall be deemed as time worked after a shift.

## ARTICLE 1 - PREAMBLE

## 1.1 Purpose of Agreement

- (a) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.
- (b) The Parties to this Agreement share a desire to improve the quality of service to the public of British Columbia. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels of the Employer's service in which members of the Bargaining Unit are employed.

## 1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the Parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

## 1.3 Conflict with Regulations

In the event that there is a conflict between the contents of this Agreement and any regulation made by the Employer, or on behalf of the Employer, this Agreement shall take precedence over the said regulation.

## 1.4 Notice of Legislative Change

The Employer agrees that no proposal submitted by the Employer to amend, repeal or revise the *College and Institute Act*, the *Labour Relations Code* or regulations made pursuant thereto, which would affect the terms and conditions of employment of Employees covered by this Agreement shall be put forward without first notifying the Union in writing of the nature of the proposal.

## 1.5 Use of Singular Terms

Wherever the singular is used in this Agreement, the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.

## 1.6 Human Rights Code

The Parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia.

## 1.7 Harassment and Discrimination

- (a) The Union and the Employer recognize the right of Employees to work and students to learn in an environment free of harassment and discrimination.
- (b) The Parties agree that the policy and procedures respecting complaints of harassment and discrimination shall be those found in the "*Harassment and Discrimination Policy and Procedures*".
- (c) The Harassment and Discrimination Policy and Procedures may be amended from time to time by mutual agreement of the Parties.
- (d) The Employer undertakes to discipline an Employee who engages in conduct contrary to the provisions of the Harassment and Discrimination Policy.

- (e) Notwithstanding Clause 16 of the "*Harassment and Discrimination Policy and Procedures*", it shall form part of the Collective Agreement and remain in effect for the duration of this Collective Agreement.
- (f) Copies of the Harassment and Discrimination Policy and Procedures will be available to Employees on request at the offices of the Deans and Associate Deans.

1.8 Management Rights

The Union acknowledges that the management of the Institute and the direction of the Employees in the Bargaining Unit is exclusive to the Employer except as this Agreement otherwise provides.

## ARTICLE 2 - UNION RECOGNITION AND RIGHTS

## 2.1 Bargaining Unit Defined

The Bargaining Unit shall consist of all Employees covered by the Certificate of Bargaining issued by the Labour Relations Board except those persons employed in a managerial or confidential capacity.

The Parties recognize that referral to the legislated authority is the ultimate step to resolve a dispute and that the Parties will make every attempt to freely and fully negotiate the matter of exclusions and to resolve the issues as expeditiously as possible.

Where the Employer seeks to exclude a position, representation shall be made to the Union in writing. Where agreement is not reached within fourteen (14) days of receipt of initial representation, the matter shall be submitted to the legislated authority for adjudication.

The Employer shall make every attempt to provide time prior to making an appointment for the process outlined above to be completed. Where it becomes necessary to fill a new position in dispute the incumbent will not be considered in the unit until determination is made by the legislated authority. Established or upgraded positions in the Bargaining Unit shall not be excluded except by mutual agreement or a decision of the legislated authority.\*<sup>1</sup>

## 2.2 Bargaining Agent or Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all Employees to whom the certification issued by the Labour Relations Board applies.

## 2.3 Correspondence

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement shall be sent to the President of the Union or their designate and to the Chair of the Bargaining Unit.

The Employer agrees that a copy of any correspondence between the Employer and any Employee in the Bargaining Unit covered by this Agreement pertaining to the interpretation or application of any clause in this Agreement as it applies to that Employee, shall be forwarded to the President of the Union or their designate, and to the Chair of the Bargaining Unit.

## 2.4 No Other Agreement

No Employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this Agreement.

## 2.5 No Discrimination for Union Activity

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any Employee for reason of membership or activity in the Union.

---

<sup>1</sup>\*Legislated authority for the purpose of this clause means the legislated authority determined to have jurisdiction.

## 2.6 Recognition and Rights of Stewards

The Employer recognizes the Union's right to select stewards to represent Employees. The Employer and the Union will agree on a reasonable number of shop stewards taking into account both operational and geographic considerations.

The Union will provide the Employer with a list of the Employees designated as stewards and indicate the jurisdiction of each steward.

A steward or their alternate shall obtain the permission of their immediate supervisor before leaving their work to perform duties as a steward. On resuming their normal duties, the steward shall notify their supervisor. Leave for this purpose shall not be unreasonably withheld and will be with pay.

The duties of stewards shall include:

- (a) Investigation of complaints of an urgent nature.
- (b) Investigation of grievances and assisting any Employee whom the steward represents in presenting and preparing the grievance in accordance with the grievance procedure.
- (c) Supervision of ballot boxes and other related functions during ratification votes.
- (d) Attending meetings at the request of the Employer.

## 2.7 Bulletin Boards

The Employer shall provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

## 2.8 Union Insignia

- (a) A Union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one Union shop card, for each of the Employer's places of operation covered by this Agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.
- (b) The recognized insignia of the Union shall include the designation "BCGEU". This designation shall, at the Employee's option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

## 2.9 Right to Refuse to Cross Picket Lines

- (a) All Employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the *Labour Relations Code* of British Columbia. Any Employee failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.
- (b) No Employee covered by this Agreement shall be required to handle any product declared by the B.C. Federation of Labour to be a "hot product".



## 2.10 Time Off for Union Business

- (a) *Without pay* - Leave of absence without pay and without loss of seniority will be granted:
- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
  - (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
  - (3) for four (4) Employees who are representatives of the Union on the Bargaining Committee to attend meetings of the Bargaining Committee;
  - (4) to Employees called by the Union to appear as witnesses before an Arbitration Board or the Labour Relations Board of B.C.;
- (b) *With pay* - Leave of absence with basic pay, and without loss of seniority will be granted:
- (1) for four (4) Employees who are appointed members of the Union's Bargaining Committee to carry on the negotiations with the Employer;
  - (2) to Employees appointed by the Union as Union representatives to joint Union/Management Committees as specified in this Agreement to attend meetings of the Committees;
  - (3) to Employees designated to sit as an observer on a Selection Panel in accordance with Article 11.3.
- (c) Where an Employee has their days of annual leave displaced for reasons contained in Article 2.10(a)(3) and Article 2.10(a)(4) and 2.10(b)(1) and Article 2.10(b)(2), those days shall be rescheduled at a later date by mutual agreement between the Employer and the Employee. Where rescheduling is not possible within the calendar year, a carryover of five (5) displaced days shall be granted by the Employer in addition to the entitlement in Article 17.8. The balance of displaced leave shall be paid out or may be carried over by mutual agreement.

To facilitate the administration of this Article when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. Leave of absence under this article shall include sufficient travel time. It is understood that Employees granted leave of absence pursuant to this Article shall receive their current rates of pay while on leave of absence with pay.

The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this Article. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

## 2.11 Emergency Services

The Parties recognize that in the event of a strike or lockout, situations may arise of an emergency nature. To this end, the Employer and the Union will agree to provide services of an emergency nature.

ARTICLE 3 - UNION SECURITY

- (a) All Employees shall, as a condition of continued employment, become members of the Union and maintain such membership, upon completion of thirty (30) days as an Employee (subject only to the provisions of Section 11 of the *Labour Relations Code* of British Columbia).
- (b) Nothing in this Agreement shall be construed as requiring a person who was an Employee prior to March 8, 1974, to become a member of the Union.

## ARTICLE 4 - CHECK-OFF OF UNION DUES

- (a) The Employer shall, as a condition of employment, 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 dues payable to the Union by a member of the Union.
- (b) 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 Bylaws and owing by the Employee to the Union.
- (c) Deductions shall be made in each payroll period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide a list of names of those Employees from whose salaries such deductions have been made together with the amount deducted from each Employee.
- (e) Before the Employer is obliged to deduct any amount under Section (a) of this article, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (f) From the date of the 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.
- (g) 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 Employees prior to March 1st of the succeeding year.
- (h) An Employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an Employee's monthly wages or salary the amount of the regular dues payable to the Union by a member of the Union.

**ARTICLE 5 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES**

- (a) The Employer agrees to acquaint new Employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new Employee shall be advised of the name and location of their steward. Whenever the steward is employed in the same work area as the new Employee, the Employee's immediate supervisor will introduce them to their steward. Where operational requirements permit, the Employer agrees that a Union steward will be given an opportunity to interview each new Employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new Employee with the benefits and duties of Union membership and the Employee's responsibilities and obligations to the Employer and the Union.
  
- (b) In order to facilitate the administration of this section, the Chair of the Bargaining Unit shall be notified in writing by the Employer of the hiring of all new Employees within five (5) days of their appointment.

## ARTICLE 6 - EMPLOYER-UNION RELATIONS

## 6.1 Representation

No Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this, the Union shall supply the Employer with the names of its officers and similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

## 6.2 Union Representatives

The Employer agrees that access to its premises will be granted to representatives of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.

Representatives of the Union shall notify the excluded designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the department or section concerned.

In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will make available to Union representatives or stewards temporary use of an office or similar facility.

The Employer recognizes that in some circumstances it is difficult for the President or their Union representative to meet with Employees outside of normal working hours. In such cases, the President or their designate shall submit a request in writing to the Employer to meet with Employees during working hours in their normal place of work. Subject to operational requirements, the Employer shall grant permission for such a meeting not to exceed one hour's (1) duration. Attendance at such meetings shall be considered time worked.

The Employer may, upon written request from the President or their designate, allow reasonable time for a designated representative of the Union on the agenda of any course, training session, or seminar sponsored by the Employer. Such permission will not be unreasonably withheld.

## 6.3 Technical Information

The Employer agrees to provide to the Union such information that is available relating to Employees in the Bargaining Unit, as may be required by the Union for collective bargaining purposes.

## ARTICLE 7 - GRIEVANCES

## 7.1 Grievance Procedure

The Employer and the Union recognize that grievances may arise concerning;

- (a) differences between the Parties respecting the interpretation, application, operation or any alleged violation of a provision of this Agreement, or arbitral award, including a question as to whether or not a matter is subject to arbitration; or
- (b) the dismissal, discipline or suspension of an Employee bound by this Agreement.

The procedure for resolving a grievance shall be the grievance procedure in this Article.

## 7.2 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated excluded supervisor. The aggrieved Employee shall have the right to have their steward present at such a discussion. If the dispute is not resolved orally, the aggrieved Employee may submit a written grievance, through the Union steward, to Step 2 of the grievance procedure.

The Employer shall provide the Union with a list of the appropriate designated excluded supervisors and their area of responsibility within the Institute.

In the event the appropriate designated excluded supervisor is not available, the grievance may be presented to the Institute's Labour Relations Consultants or the Manager of Labour Relations.

## 7.3 Time Limit to Present Initial Grievance

An Employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Article 7.4, must do so no later than thirty (30) days after the date;

- (a) on which they were notified orally or in writing, of the action or circumstances giving rise to the grievance;
- (b) on which they first became aware of the action or circumstances giving rise to the grievance.

## 7.4 Step 2

- (a) Subject to the time limits in 7.3, the Employee may present a grievance at this level by:
  - (1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
  - (2) stating the article or articles of the Agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
  - (3) transmitting this grievance to the designated excluded supervisor through the Union steward.
- (b) The designated excluded supervisor shall:
  - (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and
  - (2) provide the Employee with a receipt stating the date on which the grievance was received.

#### 7.5 Time Limit to Reply at Step 2

The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an Employee's grievance within fourteen (14) days of receiving the grievance at Step 2.

#### 7.6 Step 3

The President of the Union, or their designate, may present a grievance at Step 3:

- (a) Within fourteen (14) days after the decision has been conveyed to them by the representative designated by the Employer to handle grievances at Step 2;
- (b) Within fourteen (14) days after the Employer's reply was due.

#### 7.7 Time Limit to Reply at Step 3

The representative designated by the Employer to handle grievances at Step 3 shall reply in writing to the grievance within fourteen (14) days of receipt of the grievance at Step 3.

#### 7.8 Failure to Act

If the President of the Union, or their designate, does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to be abandoned. However, the Union shall not be deemed to have prejudiced its position on any future grievance.

#### 7.9 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 3, and pursuant to Article 8, the President, of the Union or their designate, may inform the Employer of their intention to submit the dispute to arbitration (Article 8.1, the Alternative Grievance Resolution Procedure (Article 8.9) or Expedited Arbitration (Article 8.10) within:

- (a) thirty (30) days after the Employer's decision has been received;
- (b) thirty (30) days after the Employer's decision was due.

#### 7.10 Administrative Provisions

- (a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by email to the Manager, Labour Relations or the Union's Staff Representative who has conduct of the file.
- (b) Grievances, replies and notification shall be deemed to be presented on the day on which they are sent by email, and received on the day they were delivered through email to the designated recipient.

#### 7.11 Fast Track Arbitration

##### (a) *Dismissal or Suspension Grievances*

- (1) The Employer shall notify an Employee in writing of its decision to suspend, or discharge the Employee and shall in the notice indicate the reasons for the action.
- (2) A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union within five (5) days of the action being taken.

- (3) The Employee, within five (5) working days of receiving the notice, may file a grievance regarding the Employer's action.
- (4) The grievance shall be heard by an arbitration board (or a single arbitrator if mutually agreed) within ten (10) working days of filing. The Chairperson (or single arbitrator) shall be selected from a mutually agreed list on the basis of the person who is available to hear the case within ten (10) days.
- (5) The Parties may each name a nominee to the board, but the nominees must be available on the date acceptable to the Chairperson.
- (6) The arbitration board shall announce its decision orally or by letter within ten (10) working days of the hearing, with written reasons to follow.

(b) *Layoff/Recall, 13.3(h) and 13.3(j) Annual Leave, and Schedule "E", Part II*

Any grievance pursuant to Articles 12, 13.3(h) and 13.3(j), 17.3 and 17.5 or Schedule "E", Part II of this Agreement may be filed pursuant to the procedures in 7.11 (b).

- (1) The Employee who wishes to file a grievance pursuant to 7.11(b), must do so no later than five (5) working days after the date,
  - (i) on which they were notified orally or in writing of the action or circumstances giving rise to the grievance; or
  - (ii) on which they first became aware of the action or circumstances giving rise to the grievance.
- (2) The grievance shall be heard by an arbitration board (or a single arbitrator if mutually agreed) within ten (10) working days of filing. The Chairperson (or single arbitrator) shall be selected from a mutually agreed list on the basis of the person who is available to hear the case within ten (10) days. If the grievance is not referred to arbitration within four (4) months of date of filing under this Article, Article 7.8 will apply.
- (3) The Parties may each name a nominee to the board, but the nominees must be available on the date acceptable to the Chairperson.
- (4) The arbitration board shall announce its decision orally or by letter within ten (10) working days of the hearing, with written reasons to follow.

#### 7.12 Deviation from Grievance Procedure

The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved Employee without the consent of the Union.

In the event that, after having initiated a grievance through the grievance procedure, an Employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.

#### 7.13 Policy Grievance

Where either Party to this Agreement disputes the general application, interpretation or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the Employer or the Union, as the case may be, within sixty (60) days of the occurrence. Where no satisfactory agreement is reached, either Party may submit the dispute to arbitration, as set out in Article 8 of this Agreement.

#### 7.14 Technical Objections to Grievances

It is the intent of both Parties to this Agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To



this end an arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

#### 7.15 Effective Date of Settlements

Settlements reached at any step of the grievance procedure in this Article, other than 7.13, shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance, but not prior to the effective date of the Agreement in effect at the time of the occurrence or the date set by a board of arbitration.

#### 7.16 Amending of Time Limits

The time limits fixed in this grievance procedure may be altered by mutual consent of the Parties, but the same must be in writing.

## ARTICLE 8 - ARBITRATION

## 8.1 Notification

Where a difference arising between the Parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the Parties may, after exhausting the grievance procedure in Article 7, notify the other Party within thirty (30) days of the receipt of the reply at the third step, of its desire to submit the difference or allegations to arbitration.

## 8.2 Composition of the Board of Arbitration

When a Party has requested that a grievance be submitted to arbitration, it shall indicate to the other Party to the agreement within seven (7) days of:

- (a) Its intention to submit the matter in dispute to a single arbitrator to be agreed upon by both Parties. Should either Party not agree to submit the dispute to a single arbitrator, both Parties shall then have seven (7) days to name their appointee pursuant to (b) of this Article; or
- (b) The name of its appointee to a Board of Arbitration. Within seven (7) days thereafter the other Party shall indicate the name of its appointee to the Board of Arbitration. The two (2) appointees shall then meet to select an impartial chairperson.

## 8.3 Failure to Appoint

If the recipient of the notice fails to appoint an arbitrator, or the two (2) appointees fail to agree upon a chairperson within seven (7) days of their appointment, the appointment shall be made pursuant to Section 86 of the *Labour Relations Code*.

## 8.4 Board Procedure

The Board may determine its own procedure in accordance with the *Labour Relations Code* of B.C. and shall give full opportunity to all Parties to present evidence and make representations. It shall hear and determine the difference or allegation and shall make every effort to render a decision within thirty (30) days of the conclusion of the hearing.

## 8.5 Decision of Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the chairperson shall be the decision of the Board. The decision of the Arbitration Board shall be final, binding and enforceable on the Parties pursuant to the *Labour Relations Code*. The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Board shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

## 8.6 Disagreement on Decision

Should the Parties disagree as to the meaning of the Board's decision, either Party may apply to the chairperson of the Arbitration Board to reconvene the Board to clarify the decision, which it shall make every effort to do within seven (7) days.

## 8.7 Expenses of Arbitration Board

Each Party shall pay:

- (a) The fees and expenses of the arbitrator it appoints;
- (b) One-half (½) of the fees and expenses of the chairperson.

#### 8.8 Amending Time Limits

The time limits fixed in the arbitration procedure may be altered by mutual consent of the Parties but the same must be in writing.

#### 8.9 Alternate Grievance Resolution Procedure

- (a) The Parties may mutually agree to the following procedure as an alternative to submitting matters of dispute to the formal arbitration procedure or the expedited arbitration procedure.
- (b) If a difference arises between the Parties relating to the dismissal, discipline or suspension of an Employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, John Kinzie, or a substitute agreed to by the Parties, shall at the request of either Party:
  - (1) investigate the difference;
  - (2) define the issue in the difference; and
  - (3) make written recommendations to resolve the difference

within thirty (30) days of the date of receipt of the request; and, for thirty (30) days from that date, time does not run in respect of the grievance procedure.

- (c) The Parties agree that these hearings shall be conducted on a without prejudice basis and that the written recommendations of the third Party shall be of no precedential value and shall not thereafter be referred to by the Parties in respect of any other matter.

Should a dispute not be resolved through the above procedure, either Party may submit the matter to arbitration pursuant to Article 7.11, 8.1 or 8.10.

The provisions of Article 8.9 shall have effect with respect to those grievances filed subsequent to the ratification of the Collective Agreement.

#### 8.10 Expedited Arbitration

The parties agree that the following expedited arbitration process will be used for the resolution of grievances:

- (a) Expedited Arbitrations

Where a difference arises relating to the interpretation, application or administration of the collective agreement, including where an allegation is made that a term or condition of the agreement has been violated, either party may, after exhausting the steps of the grievance procedure under the agreement, notify the other party within ten (10) calendar days of receipt of the last grievance step reply, of its desire to arbitrate under Article 8.10 and to submit the difference or allegation to expedited arbitration before a single arbitrator.

- (b) Issues for Expedited Arbitration

- (1) All grievances except those relating to the following shall be resolved by expedited

arbitration:

- (i) Dismissals;
- (ii) Suspensions in excess of five (5) working days;
- (iii) Policy grievances;
- (iv) Grievances requiring substantial interpretation of a provision of the collective agreement;
- (v) Grievances requiring the presentation of extrinsic evidence;
- (vi) Grievances where a local party intends to raise a preliminary objection;
- (vii) Grievances arising from the duty to accommodate;
- (viii) Rejection on probation; and
- (ix) Demotions

(2) Those grievances not suitable for resolution at expedited arbitration, as listed under Article 8.10(b)(1) above, may be referred to arbitration under the provisions of Articles 8.1 to 8.8 of the collective agreement.

(3) By mutual agreement, a grievance falling into any of the categories as listed under Article 8.10(b)(1) above, may be placed into the expedited arbitration process.

(c) Expedited Arbitrators

The following arbitrators shall be selected on the basis of the person who is first available to hear the grievance, on a rotating basis. It is understood that the same arbitrator will not be selected to hear consecutive grievances except by mutual agreement by the parties.

- Chris Sullivan
- Colin Taylor
- John Hall
- Mark Brown
- Marguerite Jackson

If none of the listed arbitrators are available, the parties shall agree to another arbitrator.

(d) Process

As the process is intended to be expedited, lawyers shall not be retained to represent either party. This does not preclude either party from using staff who may be lawyers.

(e) Agreed Statement of Facts

The parties shall develop an agreed statement of facts and shall exchange reliance documents prior to the hearing. Disclosure of relevant or potentially relevant documents is a mutual and ongoing obligation before and during the particular hearing.

(f) Written Submission

By mutual agreement, written submissions may be used in place of a hearing. Submissions shall be in standard format and will not be more than ten (10) pages long.

(g) Procedure

All presentations shall be short and concise and are to include a comprehensive opening statement. The parties shall make limited use of authorities during their presentations.

(h) Mediation

- (1) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.
- (2) Where mediation fails or is not appropriate in the opinion of the arbitrator, a decision shall be

rendered as contemplated herein.

- (i) **Issuance of Decision**  
The decision of the arbitrator is to be completed on the agreed form and mailed to the parties within three (3) working days of the hearing.
- (j) **Status of the Decision**
  - (1) All decisions, including mediated settlements, under this expedited arbitration process are limited in application to the particular dispute and are without prejudice. The decisions shall have no precedential value and shall not be referred to in any subsequent proceeding. The expedited arbitrators shall include statements to this effect at the beginning of their decision.
  - (2) All settlements of proposed expedited arbitration cases made prior to an expedited hearing are also without prejudice and have no precedential value.
  - (3) The decision or award, including mediated settlements, is final, binding, and conclusive, and is not open to question or review in a court on any grounds whatsoever.
  - (4) Should the parties disagree as to the meaning of the decision or award, including mediated settlements, either party may request that the arbitrator clarify the decision.
- (k) **Costs**
  - (1) The parties shall equally share in the costs of the fees and expenses of the expedited arbitrator.
  - (2) Hearings shall be conducted at the institution or at the offices of the union where possible to minimize costs.
- (l) **Authority of Arbitrator**  
The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions under the *Labour Relations Code*.

## ARTICLE 9 - DISMISSAL, SUSPENSION AND DISCIPLINE

## 9.1 Burden of Proof

In all cases of discipline, the burden of proof of just cause shall rest with the Employer.

## 9.2 Dismissal

The Employer, through authorized management, may dismiss any Employee for just cause. Notice of dismissal shall be in writing and shall set forth the reasons for dismissal.

## 9.3 Suspension

The Employer, through authorized management, may suspend an Employee for just cause. Notice of suspension shall be in writing and shall set forth the reasons for the suspension.

## 9.4 Dismissal and Suspension Grievance

All dismissals and suspensions will be subject to formal grievance procedure under Article 7 of this Agreement. A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union within five (5) days of the action being taken.

## 9.5 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by the Employee shall include written censures, letters of reprimand, and adverse reports of performance evaluation. An Employee shall be given a copy of any such document placed on the Employee's file which might be the basis of disciplinary action. Should an Employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record. Upon the Employee's request any such document, other than official evaluation reports, shall be removed from the Employee's file after the expiration of twelve (12) months from the date it was issued provided there has not been a further infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an Employee, the existence of which the Employee was not aware at the time of filing.

## 9.6 Personnel Files

- (a) Every employee has the right of access to their personnel record kept in the Human Resources Office during normal working hours.
- (b) The President of the Union, or their designate, shall, with the written authority of an Employee, be entitled to review an Employee's personnel file in the office in which the file is normally kept, in order to facilitate the investigation of a grievance.
- (c) The Employee or the President of the Union or their designate as the case may be, shall give the Employer adequate notice prior to having access to such files. Files will be reviewed in the presence of a Personnel Officer or an appropriate designate.

## 9.7 Right to Have a Steward Present

- (a) An Employee shall have the right to have their steward present at any discussion with supervisory personnel which the Employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an Employee for disciplinary purposes the supervisor shall make every effort to notify the Employee in advance of the purpose of the interview in order that the Employee may contact their steward, providing that this does not result in an undue delay of the appropriate action

being taken.

- (b) A steward shall have the right to consult with a staff representative of the Union and to have a local Union representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward; providing that this does not result in an undue delay of the appropriate action being taken.

#### 9.8 Rejection During Probation

The Employer may reject any probationary Employee for just cause. A rejection during probation shall not be considered a dismissal for the purpose of Article 9.4. The test of just cause for rejection shall be a test of suitability of the probationary Employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

Where an Employee feels they have been aggrieved by the decision of the Employer to reject the Employee during the probationary period, they may appeal the decision through the grievance procedure as per Article 7 of this Agreement.

#### 9.9 Abandonment of Position

An Employee who fails to report for duty for ten (10) consecutive working days without informing the Employer of the reason for their absence will be presumed to have abandoned their position. An Employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

## ARTICLE 10 - SENIORITY

## 10.1 Seniority Defined

For the purpose of this Agreement:

- (a) "*Service seniority*" shall mean the length of continuous service as a regular Employee of the Institute, inclusive of any previous service from the Pacific Vocational Institute.
- (b) "*Classification seniority*" for a regular Employee shall be from that date upon which an Employee is last appointed to their present classification with the status of a regular Employee.
- (c) Notwithstanding the provisions of 10.1(b), a regular Employee who is demoted shall have time previously spent at the level to which they are demoted included in their classification seniority, other than cases where an Employee takes a voluntary demotion in accordance with Article 11.5 or 11.6 of this Agreement or is demoted through no fault of their own. In the latter cases, the Employee shall have classification seniority equivalent to all time previously spent at the level to which they are demoted, together with all time spent in any higher classification within the same classification series or related series.
- (d) The seniority of Employees formerly defined as auxiliary who became "*regular*" Employees of the Institute as of January 16, 1980, will have auxiliary seniority credited on an accrued basis to establish their seniority.

Where there is a disagreement between the Employee and the Employer as to the amount of seniority, the matter will be referred to the Bargaining Principals. If agreement cannot be reached at that level, the matter will be referred to arbitration pursuant to Article 8.

Days worked after January 1, 1976 will be accumulated to establish the former auxiliary's service seniority.

## 10.2 Seniority List

The Employer shall maintain a service seniority list showing the date each regular Employee commenced employment in the Public Service and/or Institute service. An up-to-date service seniority list shall be sent to the President of the Union semi-annually.

## 10.3 Loss of Seniority

A regular Employee on leave of absence without pay, other than: leave of absence for an elected or appointed position in the Union; or on maternity, adoption and parental leave pursuant to Article 20; or on educational leave pursuant to Article 13.21; shall not accrue seniority for leave periods over thirty (30) calendar days.

In the case of educational leave, the Employer shall maintain coverage for the Employee's medical, extended health, dental, group life, and long-term disability benefits, and shall pay the Employer's share of these premiums.

A regular Employee who is on leave of absence without pay in an elected or appointed position of the Union shall continue to accrue seniority without benefits during the leave period, provided that, upon returning, the Employee shall accept the first available position in their original classification at the work location nearest their residence.

An Employee shall lose their seniority as a regular Employee in the event that:



- (a) they are discharged for just cause;
- (b) subject to 10.4, they voluntarily terminate their employment or abandons their position;
- (c) they are on layoff for more than one (1) year.

#### 10.4 Re-employment

A regular Employee who resigns their position and within sixty (60) days is re-employed as a regular Employee shall be granted a leave of absence without pay covering those days absent and shall retain, effective the date of re-employment, all provisions and rights in relation to seniority and other fringe benefits, provided they have not withdrawn their superannuation contributions.

#### 10.5 Bridging of Service

If a regular Employee terminates after August 1, 1979, as a result of a decision to raise a dependent child or dependent children, and is re-employed, upon application they shall be credited with length of service accumulated at time of termination for the purpose of benefits based on service seniority. The following conditions shall apply:

- (a) The Employee must have been a regular Employee with at least three (3) years of service seniority at time of termination;
- (b) The resignation must indicate the reason for termination;
- (c) The break in service shall be for no longer than six (6) years; and during that time the Employee must not have been engaged in remunerative employment for more than six (6) months;
- (d) The previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

#### 10.6 Seniority Tie Breaker

The Employer and the Union agree that where there is a tie in seniority between two (2) or more Employees, a determination of seniority shall be made in the following manner:

- (a) Where two (2) or more regular Employees whose start date as regular Employees is the same, auxiliary, substitute and temporary seniority of each Employee shall be referred to for the purpose of determining the order of seniority of the regular Employees involved.
- (b) Where a seniority tie is not resolved by (a) above, a game of chance shall be administered jointly by the shop steward and a representative from the Human Resources Department.

## ARTICLE 11 - PROMOTIONS, STAFF CHANGES AND POSTINGS

## 11.1 Appointment Policy

- (a) All appointments, promotions and transfers shall be based on merit. The factors used to determine merit shall be education, skills, knowledge, experience, years of continuous employment and any other matters which are necessary or desirable, having regard to the nature of the duties to be performed and consistent with the position description requirements.
- (b) Where two (2) or more applicants have qualifications, ability and experience which are approximately equal, the applicant with the greater seniority shall be awarded the position.

## 11.2 Postings

- (a) When a regular vacancy occurs which the Employer intends to fill, or a new position is created within the Bargaining Unit the Employer shall notify the Union in writing and post notice of the position on the Employer's website for a minimum of two (2) weeks, so that all members will know about the vacancy or new position. All regular positions must be posted except those made pursuant to Article 11.6.
- (b) Such notice shall contain the following information: nature of position, qualifications, experience, required knowledge and education, skills, shifts, wage or salary rate or range.
- (c) Job postings for Faculty shall consist of the following qualifications:
  - (1) trade qualification in a designated trade or recognized industry qualifications in non-designated trades and other occupations;
  - (2) five (5) years' experience as a Journey person or equivalent;
  - (3) previous supervisory or teaching experience; and
  - (4) skills and abilities to instruct the curriculum.

Common core qualifications shall include an Institute endorsement for this program. The criteria for this endorsement shall be developed by the Labour/Management Committee.

All job postings shall state "*BCIT is an equal opportunity employer*".

- (d) A selection panel will be comprised of the following members:
  - (1) The program's Associate Dean;
  - (2) The program's Department Head;
  - (3) One (1) faculty member selected by faculty in the program; and
  - (4) One (1) faculty member outside the program selected by the individuals in (d)(1) through (d)(3).

## 11.3 Union Observer

The President of the Union or their designate may sit as an observer on any selection panel for positions in the Bargaining Unit. The observer shall be a disinterested Party. This section shall not apply to excluded positions. An Employee shall not suffer any loss of wages as a result of sitting as an observer on a selection panel.

## 11.4 Notification

Unsuccessful in-service applicants to posted positions will be notified of the name and classification of the

successful applicant. The unsuccessful applicants shall be notified in writing of the reasons why they were unsuccessful if they request such reasons within fourteen (14) days of being notified of the name and classification of the successful applicant. Where no requests have been received within fourteen (14) days, the appointment of the successful applicant may be confirmed.

#### 11.5 Relocations

It is understood by the Parties that, as a general policy, Employees shall not be required to relocate from one geographic location to another against their will. However, the Employer and the Union recognize that in certain cases relocations may be in the interests of the Employer and/or the Employee. In such cases an Employee will be fully advised of the reason for their relocation, as well as the possible result of refusal to be relocated.

#### 11.6 Transfers Without Posting

Lateral transfers or voluntary demotions may be granted, without posting for:

- (a) Compassionate or medical grounds to regular Employees who have completed their probationary period;
- (b) All Employees who have become incapacitated by industrial injury or industrial illness. In such cases, the Screening Committee outlined in 11.11 shall consider any applications or requests presented to the Committee. Each request for special consideration shall be judged solely on its merit.

#### 11.7 Interview Expenses

An in-service applicant for a posted position who is not on leave of absence without pay and who has been called for a panel interview shall be granted leave of absence with base pay and shall have their authorized expenses paid. An Employee granted leave under this section shall notify their supervisor as soon as they are notified of this requirement to appear for an interview.

#### 11.8 Right to Appeal

Where an Employee feels they have been aggrieved by any decision of the Employer relating to promotion, demotion or transfer, the Employee may file a grievance in accordance with the grievance procedure as set out in Article 7 of this Agreement. Notwithstanding Article 7 of this Agreement, such a grievance shall be initiated at the third step of the grievance procedure within fourteen (14) days of the notification of the promotion, demotion or transfer. Where a grievance has been filed, no permanent transfers or placements shall take place until the grievance has been adjudicated.

#### 11.9 Probation

Upon appointment or promotion, an Employee will serve a probationary period of six (6) calendar months in the position to which appointed. This probationary period may be extended by the Employer for an additional period of up to six (6) calendar months.

During the probationary period, the Employer may dismiss the Employee for just and reasonable cause. The test of just and reasonable cause for dismissal of a probationary Employee shall be a test of suitability of the probationary Employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

Upon successful completion of probation, a regular Employee shall be confirmed in the position by the Employer. In a case involving a promotion or lateral transfer, the unsuccessful candidate shall revert to a

position at the same level occupied prior to the promotion or lateral transfer.

Where an Employee's probation has been extended, and where an Employee disagrees with the decision, they may seek recourse through the grievance procedure.

#### 11.10 Changes in Status - Probation

A temporary Employee who has been appointed as a regular Employee in the same position without a break in service, may have all or part of the continuous period of service applied to the probationary period.

#### 11.11 Screening Committee

- (a) The Screening Committee shall review cases of regular Employees who have completed their initial probationary period, who have become incapacitated through temporary disablement or permanent partial disablement, and who as a result are precluded from performing the duties of their own occupation. The Committee shall also review cases of all Employees who have become incapacitated through industrial injury or industrial illness.
- (b) Following the review of such cases, the Screening Committee, taking into account the best interests of the Employee and the Employer, shall make recommendations to the Employer in accordance with their agreed terms of reference.
- (c) Where the Screening Committee is unable to decide upon recommendations for a particular case, it shall be referred to the Bargaining Principals for final disposition.
- (d) The Screening Committee shall consist of a qualified medical practitioner, as chairperson and four (4) members. Two (2) members shall be appointed by the Employer and two (2) members shall be appointed by the Union.

## ARTICLE 12 - LAYOFF

## 12.1 Notice

In the event of the need to layoff Employee(s) as a result of a decrease in the amount of work to be done for reasons including decreased student enrolment; program redundancy or program elimination, reduction or change; or budget limitation, the Employer shall give the Employee(s), affected written notice, including the reason and the department in which the layoff is to take place, and shall advise the Union in writing of the Employee(s), number of Employee(s), reason, and department(s) in which the layoff is to take place.

## 12.1.1 Labour Adjustment

- (a) The Employer will make every reasonable attempt to minimize the impact of funding shortfalls and reductions on the workforce.
- (b) Subject to budgetary constraints and the amount of funding available for labour adjustment costs, fairness, flexibility and Employee choice will prevail in the implementation of labour adjustment strategies as approved by the Institute.
- (c) If a workforce reduction is necessary, representatives of the Employer and the Union will canvass Employees in the area identified for reduction over a five (5) work day period, or a longer period agreed to by the parties, to find volunteer solutions that provide as many viable options as possible to minimize potential layoffs.
- (d) Menu of Labour Adjustment Strategies

To minimize layoffs, the following menu of labour force adjustment strategies will be considered, and, whenever possible, offered to Employees:

- Job Sharing
  - Reduced hours of work through partial leaves
  - Transfers to other areas within the bargaining unit subject to available work and meeting qualifications, with minimal training required
  - Paid and unpaid leaves of absence
  - Voluntary severance
  - Purchasing past pensionable service. If permissible, the Employer will match a minimum of three (3) years' contributions to the appropriate pension plan where an Employee opts for early retirement
  - Early retirement incentives
  - Secondment
  - Retraining
  - Trial retirement
  - Continuation of health and welfare benefits
  - Combinations and variations of the above or other alternatives
- (e) While various options may be considered and offered, there will be no stacking of benefits.
  - (f) Once strategies other than layoffs have been explored, the Employer may proceed, if need be, with the pre-layoff canvass.

## 12.2 Pre-Layoff Canvass

- (a) Where the Employer identifies to the Union a need to proceed with a layoff of Employees pursuant to Article 12.1, the Employer shall, prior to issuing a layoff notice to any Employee under Article 12, canvass any Employee or group of Employees within the area identified for reduction in order to invite on a voluntary basis:
  - (1) placement of an Employee(s) into a vacant position(s);
  - (2) resignation of an Employee(s) with severance and other benefits as provided for in Article 12; or
  - (3) where eligible, early retirement.
- (b) Where an Employee(s) selects an option or accepts an offer of placement, which shall be confirmed in writing by the Employer, such acceptance is final and binding on the Employee.
- (c) Responses from Employees to the Pre-Layoff canvass will only be received by the Employer for consideration if submitted within ten (10) days of issuance of a written notice to the Employee or group of Employees within the area identified for reduction and to the Union of the Pre-Layoff Canvass.
- (d) Where the number of Employees choosing to exercise their options under this provision exceeds the number of positions to be reduced, the determination shall be on the basis of seniority.
- (e) Pre-Layoff canvass will apply, except under the following conditions:
  - (1) Emergency Service Leave - Article 19.15 (provided the period of leave does not exceed twelve (12) months);
  - (2) General Leave of Absence (provided the period of leave does not exceed twelve (12) months);
  - (3) Union Leave of Absence (provided the period of leave does not exceed twelve (12) months);
  - (4) Educational Leave (provided the period of leave does not exceed twelve (12) months);
  - (5) Maternity/Adoption Leave;
  - (6) Curriculum Development;
  - (7) Annual Leave Replacement (provided the period does not exceed six (6) months).

## 12.3 Order

Within a department, as defined in Schedule "E", the order of layoff shall be:

- (a) first any temporary Employees shall be laid off in reverse order of service seniority,
- (b) then regular Employees shall be laid off in reverse order of service seniority

providing the remaining Employees within the department have the necessary skills, abilities and qualifications to fill the remaining positions.

## 12.4 Notice of Layoff

Where a regular Employee is to be laid off by the Employer, ten (10) weeks' notice shall be given. If the Employee has not had the opportunity to work for the full period of notice, they shall be paid in lieu of work for that part of the notice period during which work was not available.

## 12.5 Regular Employees and Layoff

(a) A regular Employee who is to be laid off shall elect:

- (1) to displace an Employee with less service seniority in accordance with Article 12.5(b) or 12.5(c). Where an Employee elects to displace another Employee with less service seniority, they shall notify the Employer within ten (10) days of their receipt of notice of layoff; or

Where an Employee exercises their right to displace an Employee with less service seniority, the Union and the Bargaining Unit Chair shall be notified in writing by copy of the acknowledgement letter to the Employee. The Bargaining Unit Chair or their designate, if requested by the Employee, can sit as an observer at all interviews dealing with the displacement option exercised by the Employee.

- (2) opt for early retirement and if eligible,
- (i) receive retirement benefits provided by this Agreement under Articles 19.12 and 26.9 and;
- (ii) receive the following Annual Leave entitlement for the final calendar years of service:

<u>Vacation Years</u>	<u>Workdays</u>
Tenth	23
Eleventh	24
Twelfth to nineteenth	25
Twentieth to thereafter	30

or, earned Annual Leave pursuant to 17.2, whichever is greater. Any Annual Leave taken by the Employee during the year of entitlement will be deducted from the entitlement; and

- (iii) receive severance benefit provided for in Article 12.5(a)(4).
- (iv) an Employee who elects severance pay and is subsequently re-employed, shall not be entitled to re-credit seniority for the purposes of Article 12.5.
- (3) to remain available for recall in accordance with Article 12.6; or
- (4) to resign and receive severance pay as follows:
- (i) for the first year of completed employment; one (1) month's current salary
- (ii) for the second year of completed employment; one (1) month's current salary
- (iii) for each completed year thereafter; one-half (½) month's current salary.
- The Employee will not receive an amount greater than six (6) months' current salary as severance pay.
- (5) An Employee may defer receiving severance pay pursuant to 12.5(a)(4) for eighteen (18) months and remain on recall in accordance with 12.5(a)(3).

In the event that such laid off Employee is not recalled to a regular position during the eighteen (18) month recall period, they shall then be eligible to receive a severance pay amount equal to that which they would have been eligible for, had the option pursuant to 12.5(a)(4) been elected at the time of their original layoff.

A recall pursuant to Article 12.6(d) shall not extend the original eighteen (18) month recall period to which this deferral of severance pay applies. If, upon the expiry of this eighteen (18) month deferral period, the laid off Employee is working pursuant to a recall under 12.6(d), the Employee shall be given the opportunity to resign from such employment at the

end of the assignment and receive the deferred severance pay or maintain their employment status and rights in accordance with Article 12 of the Collective Agreement.

- (6) If an Employee does not elect option (1) or (5) within ten (10) working days, they shall not be eligible to displace another Employee. An Employee shall advise the Employer within six (6) weeks of receiving notice of layoff which of options (2), (3) or (4) they elect.
- (b) A regular Employee, subject to layoff, who has less than three (3) years' service seniority and who has the necessary skills, abilities and qualifications may fill a vacancy that is to be filled, or displace an Employee who has less service seniority, within the same department. The Employee who is displaced, in the event more than one possibility exists, shall be the one with the least service seniority.

Displacement of an incumbent Employee shall not occur in a course of a specified length during the last two weeks (2) of training.

For such periods of delay, an Employee will not be paid their salary, however, they may utilize first their Unused Unscheduled Annual Leave entitlement and secondly their Scheduled Annual Leave entitlement. During any period of delay, all other terms of the Collective Agreement will apply.

Article 13.3(i) shall apply.

Displacement shall not occur if it would constitute a promotion.

- (c) A regular Employee, subject to layoff, who has three (3) years' or more service seniority, and who has the necessary skills, abilities and qualifications may fill a vacancy that is to be filled, or displace an Employee who has less service seniority:

- Stage 1) first within the same department,  
 Stage 2) next within the Institute except Common Core,  
 Stage 3) then within the Institute including Common Core.

The Employee who is displaced in the event more than one possibility exists shall be the one with the least service seniority within the appropriate stage.

Displacement of an incumbent Employee shall not occur in a course of a specified length during the last two (2) weeks of training.

For such a period of delay, an Employee shall utilize their Unused Unscheduled Annual Leave entitlement after which the Employer will pay the Employee at their regular salary for the balance of the period that they are unable to displace an incumbent Employee, but at its option, the Employer may assign the Employee to alternative duties.

Article 13.3(i) shall apply.

Displacement shall not occur if it would constitute a promotion.

- (d) If at the time of layoff, a subsequent appointment for the Employee has been approved and the accrued and unused annual leave is equal to or greater than the layoff period, the Employee may schedule their annual leave within the layoff period. If an appointment for a laid off Employee is subsequently approved such that the paid out, annual leave is equal to or greater than the layoff period, then the Employee's seniority will be credited for that period.
- (e) Employees who displace an Employee with less seniority will be protected by Article 26.7(b).



However, the Employee must accept job offers in higher rated positions in the Bargaining Unit for which they have the necessary skills, abilities and qualifications, or forfeit the protection of 26.7(b).

- (f) A layoff notice given to a regular Employee will not be rescinded by the Employer unless by mutual agreement with the Employee once the Employee has elected either of the severance or early retirement options.

## 12.6 Recall

- (a) An Employee on layoff from a regular ongoing position shall, prior to posting, be offered any regular vacancy or temporary vacancy in the Bargaining Unit which is to be filled within eighteen (18) months of the date of layoff, and for which the Employee has the necessary skills, abilities and qualifications to perform the work. An Employee on layoff shall be recalled in order of service seniority. Temporary Employees shall be recalled after regular Employees.

A laid off regular Employee will have precedence over any other Employee for the vacancy. The order of seniority will be used between laid off Employees to determine to whom the vacancy is offered.

- (b) The Employer shall notify laid off Employees of such vacancies. It is the responsibility of the laid off Employee to ensure that the Employer is duly notified of their current address, telephone number, and valid email address. Notification shall not be limited to one method of contact.
- (c) An Employee shall not accumulate seniority while on layoff.
- (d) A laid off Employee who has received notice or pay in lieu of notice and is recalled for a period of three (3) months or less or for Short Term Disability relief of up to four (4) months, shall not be entitled to receive notice or pay in lieu of notice if laid off again within this period.
- (e) A laid off Employee(s) who has received notice or pay in lieu of notice and is recalled and works for a period in excess of the periods defined in (d) above shall be entitled to receive notice or pay in lieu of notice in accordance with Article 12.4. Where a period of layoff between recall periods is two (2) weeks or less, the recall periods shall be considered to be one period for the purposes of 12.6(e). In these circumstances, where the recall period includes periods of Short Term Disability relief adding up to four (4) months or less, Article 12.6(d) shall apply. If the recall period includes periods of Short Term Disability relief adding up to more than four (4) months, then Article 12.6(e) shall apply.
- (f) Regular Employees who are recalled shall accumulate regular service seniority for the period of work for which they have been recalled. Upon completion of regular, temporary, or CE/PTS/IS work and for the purposes of Article 10.3(c) they shall re-establish their right to a further recall period as specified in Article 12.6(a).
- (g) An Employee who has received pay in lieu of notice pursuant to Article 12.4 will not be paid for any overlap in time if they are recalled before the equivalent period of notice is exhausted.

### 12.7 Conversion to Permanent Ongoing Status

Where an employee has become a regular employee through the application of Article 31.1, and where that employee has not been recalled to an ongoing position, but has been employed in temporary contracts pursuant to Article 12.6(d) and 12.6(e) for three (3) consecutive years without a three (3) consecutive month gap in employment, the Labour/Management Committee will review the employee's work history and make a recommendation to the employee's Dean and Associate Dean regarding regular permanent employment. The Labour/Management Committee will take into consideration the following factors, including, but not limited to:

- (1) The expectation of ongoing work in the program.
- (2) The nature of the previous temporary appointments (i.e. backfill, non backfill, industry services etc).
- (3) Enrolment forecasts, labour market studies and waitlists for the program/department.
- (4) Industry trends and utilization rates within the program.
- (5) The employee's ability to perform the full scope of instructional duties within the department.
- (6) The employee's average FTE status over the employee's three (3) consecutive years of employment.
- (7) The current and expected funding sources for the program.
- (8) The employee has acquired their Provincial Instructor Diploma (PID) or equivalent.

The Labour/Management Committee will meet biannually, on or about May 1 and October 1 of each year, to review employees who meet this threshold.

The Parties to the Labour/Management Committee may make recommendations related to permanent employment, FTE and other conditions which may require a memorandum of agreement between the Parties.

The Parties to the Labour/Management Committee will make reasonable efforts to come to a consensus recommendation. If the Parties are unable to provide a consensus recommendation, either Party may submit an independent recommendation to the Dean and Associate Dean.

Where an employee is converted under this language to permanent ongoing status, and where there is a need to conduct a layoff under Article 12 within two (2) years of the employee's conversion, the employer will have the option of (a) conducting a layoff under Article 12 or (b) providing the least senior regular employee(s) that was converted with a severance payment as described in Article 12.5(a)(4) and all other rights under Article 12 will be waived.

In the event that the Union disagrees with the Dean's decision, it may refer the matter to an arbitrator for determination of whether the Employer acted in a reasonable manner. Such referral shall take place within thirty (30) days of being advised of the Dean's decision. The Parties agree that this is the mechanism for dealing with any dispute related to a decision under this article.

Nothing in this article prevents the Union from discussing the conversion of employees to regular permanent employment at Labour/Management Committee meetings prior to an employee's three (3) year threshold being met, however, the provisions in this article shall not apply in these circumstances.

## ARTICLE 13 - HOURS OF WORK/CAREER DEVELOPMENT

## Preamble

The Parties recognize the Employer's right to establish hours of operation and the Union's right to negotiate shift schedules to meet the hours of operation in accordance with the provisions of this article.

## 13.1 Hours of Work - Non-teaching Faculty

The normal hours of work of non-teaching faculty in the Bargaining Unit shall be seven (7) hours per day between the hours of 8:00 a.m. to 5:00 p.m. exclusive of meal periods for five (5) consecutive days between Monday and Friday inclusive.

## 13.2 Work Schedules - Non-teaching Faculty

Except as provided for in Article 13.1, changes in work schedules for non-teaching faculty shall be negotiated between the Employer and the President of the Union or their designate. A record of the Employee's work schedule shall be maintained at the local level.

## 13.3 Hours of Work - Faculty

- (a) Faculty shall be assigned thirty (30) hours of work per week exclusive of meal periods, and inclusive of Article 13.10(a) paid rest periods. The normal workweek for faculty shall be Monday to Friday.
- (b) For the purpose of this Article, "*instructional hour*" means a scheduled student-contact hour in a classroom, laboratory, shop or any other related instructional area.
- (c) The Parties recognize that hours of work as in 13.3(a) includes more than classroom instruction. The following functions are included:
  - (1) classroom instruction;
  - (2) shop and laboratory instruction and supervision;
  - (3) instructional counselling, evaluation and preparation;
  - (4) administrative responsibilities, including assignments, examination marking and student evaluation;
  - (5) curriculum maintenance and program enhancement;
  - (6) administrative processes required to ensure appropriate resources are in place to deliver training;
  - (7) other duties directly related to the instruction of programs;
  - (8) input into development of modifications to workshop and instructional areas;
- (d) Faculty's schedules shall provide for five (5) hours per week for the performance of functions (3) through (8) in the instructional area during which time, the faculty member(s) shall ensure the students have been given learning assignments normal to the course and training objectives.

During this time, classroom instruction, shop and/or laboratory instruction and supervision will not be required.

- (e) Two (2) of the five (5) hours per week for the performance of functions 13.3(c)(3) through 13.3(c)(8) must be scheduled as on campus office hours. Such hours must be clearly posted and the faculty member must be available for instructional counselling. Other 13.3(c)(3) through 13.3(c)(8) functions may be performed during these two (2) hours provided the faculty member remains available for instructional counselling. For the remaining hours, an faculty member may perform functions 13.3(c)(3) through 13.3(c)(8) at an alternate work location provided that:

- (1) the faculty member is in attendance on campus for the commencement of each shift; and
  - (2) the faculty member's other duties and responsibilities do not require their presence on campus; and
  - (3) the faculty member is available to respond to a request and immediately attend campus should operational issues arise that necessitate the faculty member's attendance on campus. Prior to leaving campus for off campus work, the faculty member must advise the Department Head and provide contact information so that the faculty member can be contacted should operational issues arise that necessitate the faculty member's attendance on campus.
- (f) Function (3) through (8) time shall be scheduled by the faculty member in consultation with the Department Head (or excluded supervisor where applicable). Where this time has been scheduled and due to operational requirements of the Employer the Employee is not permitted or able to exercise the scheduled time or to reschedule the time within the workweek, the Employee will be paid at the overtime rate. This clause is not to be construed as providing an alternative to 13.3(c).
- (g) In order to accommodate functions (3) through (8) duties or where duty requires more time than provided for in (c) for functions (3) through (8), the faculty member, in consultation with the Department Head and Associate Dean, may combine classes at parallel or compatible levels of progress for such activities as common lectures; study; visual presentations; presentation to students of common learning material by external lecturers and industry trainers; supervision and monitoring of examinations; or the supervision and monitoring of assigned classroom study periods; for more than one (1) class at the same time.

Where presentation of learning material is provided by non-service personnel such as external lecturers and/or industry trainers at the workplace, the Employer may, with the prior approval of the Dean of the School or the appropriate Associate Dean, provide an honorarium in recognition of the contribution of those non-service personnel.

Honorarium:

\$50 per half (1/2) day or major portion thereof

\$100 per day or major portion thereof

Article 27.7 may also apply subject to prior approval of the Dean of the School or the appropriate Associate Dean.

- (h) Classes shall not be scheduled where unsafe conditions could result.
- (i) A faculty member assigned to instruct course material other than their regular programs for a period exceeding five (5) days, will be provided adequate time for orientation to the instructional and learning environment. Temporary assignments shall be assigned equitably.
- (j) The Parties agree that the number of students in traditional industrial-type shop training activities will generally not exceed established practice.

The Parties recognize that in other training activities, should instructional or related workload be such that instructor reasonably believes it to be excessive, instructional assistance will, upon request, be provided.

- (k) A faculty member may make a request to the Department Head for a change in assignment of duties. The Department Head, in consultation with the Associate Dean, may grant a change in assignment of duties provided there is no negative impact to the operation of the department or other employees. If a request cannot be accommodated, reasons will be provided by the Associate Dean.

### 13.4 Operational Schedules

- (a) The Employer shall give the Union sixty (60) days' notice of changes in the hours of operation that affect the work schedules of Employees. Where circumstances beyond the Employer's control require the introduction of changes in the hours of operation with less than sixty (60) days available for notice the Employer shall give the maximum notice possible.
- (b) Following the receipt of notice the Employer and the Union designated representatives shall meet to negotiate mutually agreeable work schedules.
- (c) If the Parties cannot agree the matter shall be resolved through the arbitration procedure outlined in Article 8 of this Agreement.

### 13.5 Non-Instructional Duty Day

- (a) In order to allow Employees time to prepare for incoming classes and to conclude the affairs of previous classes, provisions shall be made for the scheduling of non-instructional duty days, ten (10) working days for each faculty member in any one (1) calendar year. This provision shall also apply to those faculty members in a continuous intake course. The non-instructional duty day entitlement for faculty members who do not teach a full year shall be pro-rated accordingly.
- (b) A faculty member may make a written request to be on-duty, off-campus for non-instructional duties to their Department Head. The Department Head will review the request with respect to operational requirements and forward their recommendation regarding the request to the Associate Dean, or their designate. The Associate Dean will review the recommendation and will determine, on a case-by-case basis, whether the request will be authorized. Such authorization will not be unreasonably withheld.

A request to be on-duty, off-campus should be submitted to the Department Head at least five (5) working days in advance, so that the Department Head and Associate Dean have sufficient time to review the request.

A request to be on-duty, off-campus must include:

- (1) the date(s) and time when the faculty member would like to be on-duty, off-campus;
- (2) the nature of the work being performed while off campus;
- (3) specific deliverables;
- (4) list of resources required to complete the work and confirmation that those resources are available to the Employee off campus at no additional cost to the Institute;
- (5) provisions for the students (if appropriate) and any other necessary information; and
- (6) the faculty member's contact information.

A faculty member must be available to respond to a request and attend campus should operational issues arise that necessitate the faculty member's attendance on campus.

### 13.6 Scheduling of Lieu Days/Statutory Holidays

- (a) Pursuant to Articles 16.3 and 16.4 of the Agreement, lieu days accruing from statutory or designated holidays shall be taken either immediately before or after the paid holiday but in any event not more than two (2) weeks from the date of the paid holiday. If the lieu day is not taken within two (2) weeks it shall be immediately scheduled on the annual leave roster.
- (b) When statutory or designated holidays fall within a two (2) week scheduling block, the additional

hours to be worked in order to average seventy (70) hours during the two (2) week block may be carried over to the next two (2) week scheduling block, if the scheduling of those additional hours is not possible during the original two (2) week period.

- (c) Upon written request, an Employee will be notified of their lieu day entitlement by February 15th of each year.

### 13.7 Conversion of Hours

Scheduling of lieu days, annual leave and/or designated paid holidays shall be on the basis of six (6) hours per day for faculty and seven (7) hours per day for non-teaching faculty.

### 13.8 Standby/Callout

- (a) The Employer will consult with the Union prior to initiating standby programs where they have not existed previously. This provision does not apply to standby situations made necessary by emergency conditions.
- (b) If the Employer decides to implement standby or callout, the provisions contained in Articles 13.10, 15.9 (2nd paragraph) and 15.10 of the August 1, 1979 to July 31, 1981 Collective Agreement will apply.

### 13.9 Meal Periods

- (a) Meal periods shall be between thirty (30) and sixty (60) minutes in length and subject to mutual agreement between the Employer's and the Union's designated representatives at the local level.
- (b) An Employee shall be entitled to take their meal period away from the work station. Where this cannot be done, the meal period shall be considered as time worked and compensated for subject to Article 15.6.
- (c) Meal periods shall be scheduled as closely as possible to the middle of the workday.

### 13.10 Rest Periods

- (a) Employees are entitled to the following paid rest periods:
  - (i) Employees shall have one (1) fifteen (15) minute rest period in each work period of three and one-half (3½) hours, but not more than six (6) hours.
  - (ii) Employees shall have two (2) fifteen (15) minute rest periods in each work period in excess of six (6) hours, one (1) rest period to be granted before and one (1) after the meal period.
- (b) Rest periods shall not begin until one (1) hour after the commencement of work or not later than one (1) hour before either the meal period or the end of the work period.
- (c) To retain flexibility in scheduling, and by mutual agreement within the program, Faculty may be scheduled for one (1) additional fifteen (15) minute unpaid rest period per day.
- (d) Pursuant to Memorandum of Agreement 09VOC04, "work period" means a period of instruction and/or related duties plus any paid rest period entitlements. A "work period" does not include any unpaid meal periods or unpaid rest periods.

### 13.11 Work Locations/Points of Assembly/Work Start Times

- (a) Every Employee covered by this Agreement shall be assigned a designated headquarters. When temporarily assigned another work location, time spent in travel from the Employee's residence to the new work location in excess of time normally spent in travel from the Employee's residence to their designated headquarters shall be considered time worked.
- (b) When Employees are required to report to a central location in order to be assigned their work location, their workday shall commence from the time they are required to report for assignment.
- (c) Where a work unit is staffed by Employees who are covered under more than one (1) Agreement and where there is a work dependency between such Employees, the start time shall be established for the members having the largest representation in the work unit.

If one (1) or more of the components in the work unit has a point of assembly negotiated in an Agreement and there is a work dependency between such Employees then the point of assembly for all Employees in the work unit shall be as negotiated for the members of the component having the largest representation in the work unit.

#### 13.12 Hours of Work - Camp Field Crews

If the Employer decides to implement Camp Field Crews, the provisions contained in Article 13.14 of the August 1, 1979 to July 31, 1981 Collective Agreement will apply.

#### EMPLOYEE TRAINING AND DEVELOPMENT

The Institute proposes this new provision of the Collective Agreement be structured as follows. The intent of this provision is to combine existing language of Employee training and development articles into one comprehensive article.

#### 13.13 Orientation

All newly employed Faculty shall receive teaching instruction and orientation before being required to assume a normal instructional work load. A new Employee's Associate Dean, or designate, will assist in arranging this teaching instruction and orientation at the first available opportunity.

The Parties agree that circumstances may arise which may delay the scheduling of these activities until the next scheduled course.

The Career Development Committee shall meet to approve a program for the purpose of facilitating this initial teaching instruction and orientation and make recommendations to the Bargaining Principals for its implementation.

#### 13.14 A Procedure for Obtaining the Provincial Instructor Diploma

In order to facilitate the enrolment and progress in the Provincial Instructor Diploma Program for regular faculty in accordance with Article 17.1(b) of the Collective Agreement, the Manager, Advisory Services or their designate shall forward in writing to the Office of the Dean of the School, the names of all newly employed regular faculty and/or those faculty who have achieved regular status pursuant to the Collective Agreement.

- (a) The Department Head, in consultation with the Learning and Teaching Centre will schedule those regular Employees for training and orientation pursuant to Article 13.13. Normally these training sessions will be held during the second week of January, early May and the end of August.

- (b) The Institute shall encourage enrolment of regular Employees in the Provincial Instructor Diploma Program in the first year of employment as a regular Employee by providing with the letter of appointment the necessary program and counselling information.
- (c) The Office of the Dean of the School shall monitor the progress of regular Employees once they are enrolled in the Provincial Instructor Diploma Program. The Employee shall notify the appropriate Associate Dean of their enrolment in the Provincial Instructor Diploma Program.
- (d) The Employee shall provide written notification of their completion of the Provincial Instructor Diploma Program to the Manager, Advisory Services or their designate, for inclusion in the Employee's personnel file.

This notification shall include the effective date of completion and a copy of the Employee's diploma issued by the educational institution for inclusion in the Employee's personnel file. The Human Resources Department will notify the appropriate Associate Dean.

- (e) The Manager, Advisory Services or their designate shall process the notification of the Employee's completion of the Provincial Instructor Diploma Program in order to ensure the application and compliance with Article 26 and Letter of Understanding #5 of the Collective Agreement.
- (f) Where a regular Employee considers that they have an equivalency of the Provincial Instructor Diploma, they will, in a timely manner, submit certification(s), transcript(s), proof of competency, or other credentials, as an Industrial Trainer, faculty member, or equivalency to the Provincial Instructor Diploma Program, to the designated Instructional Development Consultant in the Institute's Learning and Teaching Centre for adjudication and determination as to whether those credentials are equivalent to the Provincial Instructor Diploma. If the Learning and Teaching Centre has made the determination of equivalency, the Employee shall provide confirming documents to the Manager, Advisory Services or their designate. Items (d) and (e) above shall then apply. The Employee shall not be required to comply with Article 17.1(b) and the Employee shall be granted increments on their annual increment date without restriction once it is determined that the credentials submitted by the Employee are equivalent to the Provincial Instructor Diploma.
- (g) The Labour/Management Committee shall review and monitor the application of this procedure so that Employees can be assisted in the completion of the requirements of the Provincial Instructor Diploma Program in a timely manner.

### 13.15 Technological Currency

Where an Employee is, or will be, required to operate technical equipment or use new methods during the course of their duties, and where seminars, demonstrations or conferences are held pertaining to such technical equipment or new methods, the Employee shall, upon approval of their application, be entitled to attend such demonstrations, conferences or seminars. Time spent in travel and in attendance will be considered as time worked.

### 13.16 A Procedure to Verify Qualifications and/or Equivalent Qualifications

The Employer and the Union agree to use the following procedures to verify qualifications for designated and non-designated trades and other occupations.

- (a) Where an Employee submits any certification(s) which requires verification of equivalency in order to determine the qualification, the Employee will submit the certification(s) to the Ministry of Advanced Education, Skills & Training (MAEST) for adjudication and determination of the equivalent trade qualification for the Province of British Columbia.



The Employer and the Union agree that once a confirmation of equivalency has been made and accepted by MAEST, the certification(s) will be recognized by the Employer as equivalent to a British Columbia Trade Qualification Certificate. The Employee may then seek to obtain an Interprovincial Certificate of Qualification through MAEST.

The Employer and the Union agree that it is the Employee's responsibility to ensure that timely submission of all certification(s) is made for adjudication and determination by MAEST, and that use of this process cannot hold up procedures of the Collective Agreement, (for example, the displacement option under Article 12).

- (b) Where an Employee submits certification(s) for non-designated trades and other occupations which require verification of equivalency, the Employee will submit the certification(s) to the appropriate recognized authority for adjudication and determination of equivalency.
- (c) Where a Regular Employee considers they have the equivalency of a Provincial Instructor Diploma, they will, in a timely manner, submit certification(s), transcript(s), proof of competency, or other credentials, as an Industrial Trainer, faculty member, or equivalency to the Provincial Instructor Diploma Program, to the designated Instructional Development Consultant in the Institute's Learning and Teaching Centre, for adjudication and determination as to whether those credentials are equivalent to the Provincial Instructor Diploma.

The Employee shall not be required to comply with Article 17.1(b) and the Employee shall be granted increments on their annual increment date without restriction once it is determined that the credentials submitted by the Employee are equivalent to the Provincial Instructor Diploma.

Where the requisite equivalencies have been appropriately determined and confirmed, the Employee shall be deemed to be qualified. (See Article 26.3(b)).

### 13.17 Provincial Instructor Diploma

For career advancement in related areas in the Employer's service, where the job specification requires a bachelor's degree, the possession of a Provincial Instructor Diploma or certificate shall be considered on a parity basis.

### 13.18 Career and Skills Development Fund

#### (a) Purpose

The general purpose of the Career & Skills Development Fund is to provide relevant training and education opportunities for faculty. Such opportunities are intended to assist faculty members to maintain current knowledge and skills as well as develop new skills that will enhance faculty members' ability to achieve excellence in teaching.

#### (b) The Fund

- (1) There shall be established at the start of each fiscal year a C&SD Fund equivalent to eighty four thousand dollars (\$84,000) per fiscal year plus an amount equal to \$400.00 per employee as of April 1<sup>st</sup> of each year. In addition, the Institute will make the following allocations to the C&SD Fund:
  - (i) a lump sum of one-hundred and thirty-eight thousand dollars (\$138,000) for fiscal 2021; and
  - (ii) a lump sum of one-hundred fifty thousand dollars (\$150,000) for fiscal 2022 and

every fiscal thereafter.

- (2) This amount shall be pooled and administered by a C&SD Committee established by this Article.
- (3) Funds remaining at year end (March 31<sup>st</sup>) will be carried forward to the following year.

(c) The Committee

- (1) The C&SD Committee will consist of:
  - (i) One (1) Co-chair and three (3) members appointed by the Union; and
  - (ii) One (1) Co-chair and three (3) members appointed by the Employer.
- (2) Committee decisions shall be made by majority vote of individual members of the Committee.
- (3) Quorum for each meeting will consist of both Co-Chairs and a minimum one (1) Member from both the Union and the Employer.
- (4) The Committee will:
  - (i) meet to review applications every six (6) weeks, or as per the agreement of the Committee;
  - (ii) develop a process for processing applications for the C&SD Fund;
  - (iii) develop a plan to facilitate and encourage applications to the C&SD Fund; and
  - (iv) issue a summary report of Committee activities to the BCGEU Faculty Labour/Management Committee upon request.
- (5) Documents generated in the management of the C&SC Fund will be managed in accordance with BCIT's *Freedom of Information and Protection of Privacy Policy*#7600.

(d) Short Term Fund

A Short Term Funding Application is defined as a request for funding to cover eligible expenses for training/courses of three (3) weeks or less in duration.

(1) Eligibility

The following may make application to the Short Term Fund:

- (i) employees with one (1) or more year(s) seniority;
- (ii) employees with less than one (1) year of seniority may only apply for funds to complete the Provincial Instructor Diploma; and
- (iii) a Department Head or Associate Dean may apply for funds to offer training opportunities to entire Departments.

(2) Criteria

Short Term Funding is intended to cover the cost of maintaining, acquiring and upgrading technical or instructional skills and other faculty professional development activities. These activities may include activities such as: trade-related activities, articulation meetings, Provincial Instructor Diploma, certification and accreditation courses, conferences, workshops, tradeshow and Skills Canada Competitions.

Subject to operational requirements and budgetary considerations, funding will be

adjudicated to maximize the number of eligible applicants who receive funds.

Applications for Short Term Funding will be reviewed in accordance with the following criteria, and any other criteria agreed to by the full Committee:

- (i) Relevancy to Employee's position;
- (ii) Benefit to the Institute and the individual faculty member(s);
- (iii) Cost;
- (iv) Duration of course/training;
- (v) Employee's reliance on the Fund in the past;
- (vi) Relevance to Department's professional development plan;
- (vii) Support of Associate Dean;
- (viii) Availability of similar course/learning experience at BCIT or closer to the Greater Vancouver area;
- (ix) Priority consideration will be given to applications for funding to complete the Provincial Instructor Diploma;

(3) Application Process

- (i) Applications for Short Term Funding shall be submitted by the Employee on the approved form to the Committee through the Employees' Associate Dean at least four (4) weeks in advance of the occurrence of the course/training.
- (ii) In their application, the Employee must provide justification outlining the benefits to both the Department and the Employee of the training applied for.
- (iii) The Employee must review their application with the Associate Dean. The Associate Dean must provide written reasons for their decision to support the application.
- (iv) Employees will be notified in writing of the decision of the Committee and brief reasons for the decision.

(4) Eligible Expenses

Expenses eligible for reimbursement for Short Term Leave under this Article may include tuition/registration fees, travel expenses as indicated below in Article 13.18(f) and other ancillary expenses as approved by the Committee.

(e) Long Term Education Fund

A Long Term Education Funding Application is defined as a request for funding to cover educational activities which are greater than three (3) weeks' but less than four years in duration.

The Committee may, at its discretion, allocate a specific amount of funds to the Long Term Education Fund.

(1) Eligibility

Regular Employees with greater than five (5) years of seniority may apply to the Committee for access to the Long Term Education Fund.

The Employee must review their application with the Associate Dean prior to applying to

the Committee. The Associate Dean must provide written reasons for their decision regarding support for the application.

(2) Criteria

Applications to the Long Term Education Fund will be reviewed in accordance with the following criteria, and any other criteria agreed to by the full Committee:

- (i) Relevancy to Employee's position
- (ii) Benefit to the Institute and the individual faculty member(s)
- (iii) Cost
- (iv) Duration of course/training
- (v) Employee's reliance on the Fund in the past
- (vi) Relevance to Department's professional development plan
- (vii) The Employee's interest and investment
- (viii) Support of Associate Dean
- (ix) Availability of similar course/learning experience at BCIT or closer to the Greater Vancouver area.

(3) Application Process

- (i) Completed applications for access to the Long Term Education Fund, including those concerning degree programs must be submitted to the Committee by February 1<sup>st</sup> of each year.
- (ii) Employees will be notified in writing of the decision of the Committee by April 1<sup>st</sup>. The Committee will also provide brief reasons for its decision.
- (iii) In their application, the Employee must provide a description of the proposed courses, study or degree program and a description of the relevance of the proposed activity to both the Employee and the Institute.
- (iv) The Employee will include, where appropriate, evidence of acceptance into the proposed activity. The Committee may waive this requirement, where appropriate, and the Employee shall provide this evidence as soon as it is available.

(4) Eligible Expenses

Expenses eligible for reimbursement under this Article may include tuition/registration fees, travel expenses as indicated below in Article 13.18(f) and other ancillary expenses as approved by the Committee.

(f) Employee Travel

All Employee travel under this Fund is subject to BCIT's policies and guidelines on travel and Article 27 of the Collective Agreement.

(1) Travel Arrangements

All travel arrangements, including flights and hotel bookings will be made through the Employee's Associate Dean's office.

An Employee will be permitted to drive their own vehicle only when the costs of doing so are lower than flying. The Employee bears the onus of establishing the least cost method of travel.

(2) Entertainment/Hosting Expenses

The Committee will not reimburse employees for any expenses related to entertainment or hosting.

- (3) Overtime  
Article 27.4 does not apply to Employee travel under this article. Employees are not eligible for overtime for time spent travelling to or from the approved course/training or for time spent attending such course/training.
- (g) Responsibilities of Employees
- (1) Within one (1) month of completing or receiving confirmation of completion of the approved course/training the Employee must submit to the Committee and to Human Resources a certificate, grade or other verification of successful completion, if one is available.
- (2) Within one (1) month of completing or receiving confirmation of completion of the approved course/training the Employee must submit to the Committee and their Associate Dean a summary of their learning experience.
- (3) An Employee granted leave with pay shall be required to sign a statement to the effect that they undertake to remain in the services of the Employer for a service period equivalent to one (1) year.
- Should the Employee leave the service of the Employer for any reason before the service period expires, the Employee shall repay to the Employer, on a pro rata basis, the amount paid to the Employee, including expenses, during the leave.
- (4) An Employee granted leave without pay but with tuition and other expenses shall be required to sign a statement to the effect that they undertake to remain in the services of the Employer for a service period equivalent to three (3) times the length of the leave.
- Should the Employee leave the service of the Employer for any reason before the service period expires, the Employee shall repay to the Employer, on a pro rata basis, the amount paid to the Employee, including expenses, during the leave.
- (5) In the event that an individual receives outside support, such as a scholarship, fellowship, or bursary, that covers all or part of the approved expenses paid by the Fund, the Employee must pay back that amount to the Fund. It is the responsibility of the Employee to report all additional sources of support to the Employer.
- (6) If an Employee fails to return to work on the pre-arranged date without reasonable cause, the Employee shall be required to repay in full all monies paid under this article.
- (h) Failure to Complete Course/Training
- (1) Employees receiving funds to complete courses/training under this article are expected to exercise due diligence to successfully complete the approved course/training.
- (2) If an Employee fails to successfully complete the approved course/training they will be required to reimburse the Fund for all or part of the expenses paid by the Fund.
- (3) Full reimbursement will not be required when the Employee provides to the Committee a reasonable and acceptable explanation for the course/training failure and that they have exercised due diligence attempting to successfully complete the course.
- (4) Employees who do not successfully complete an approved course/training may re-apply

for funds to repeat the course. In this application, the Employee must explain what they will do to successfully complete the course/training in the future.

(i) Termination of Employment

Termination of employment by the Employee or the Employer for just and reasonable cause nullifies any obligation by the employer under this article.

(j) Committee Decisions

All decisions of the Committee are final and binding. Such decisions are not subject to the grievance procedures set out in this Collective Agreement.

13.19 Fee Waiver for BCIT Courses

Employees will be able to take any continuing education courses offered by the Institute without paying the tuition fee provided that:

- (a) the Employee satisfies normal course prerequisites; and
- (b) no fee-paying student is displaced.

(See Article 10.3, Loss of Seniority)

13.20 Leave for Writing Examinations

Leave of absence with pay shall be granted to allow Employees time to write examinations for courses approved by the Employer. Employees shall advise the Employer of the time and place of the examination when they are made aware of the time and place.

13.21 Leave for Taking Courses

- (a) An Employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course-required books, necessary travelling and subsistence expenses, and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.
- (b) A regular Employee may be granted leave without pay, or leave with partial pay, to take courses in which the Employee wishes to enrol.

(See Article 10.3, Loss of Seniority)

13.22 Upgrading Qualifications

Where the Employer requires an Employee to upgrade their skills or qualifications in order to operate or maintain new equipment, the cost of training, and normal living and travel expenses as laid down in this Agreement will be borne by the Employer.

13.23 Examinations of Qualifications

Employees shall be permitted to write any in-service examinations required by the Employer upon completion of the necessary terms of service and/or upon completion of the required in-service training program. Employees who fail to successfully complete any in-service examinations shall, upon request, receive a copy

of their examination paper and shall be eligible to be re-examined at the first available opportunity after completion of a further six (6) months' service.

#### 13.24 Preparation for Examination

Where work loads permit, Employees shall be granted reasonable time during the regular workday to prepare for examinations held by the Employer and to complete courses offered by the Employer. The Parties recognize, however, that the Employees who avail themselves of the provisions of this article have a responsibility to devote some of their own time to prepare themselves for examinations and to complete courses.

#### 13.25 Exchange Programs

The Employer agrees that exchange programs between the Employer and other jurisdictions, public and private, will be encouraged. Employees will be given the opportunity to participate in exchange programs at full pay and allowances.

#### 13.26 Employee Development

The Parties acknowledge the importance of promoting the quality of instructional/client service. The Employer further acknowledges the importance of providing constructive support to Employees in order to enhance their instructional delivery. In recognition of these objectives:

- (a) The Parties shall agree on the contents of a student questionnaire, which shall be used to seek information necessary to enhance instructional delivery.
- (b) The Parties agree that the student questionnaires shall be distributed regularly by the faculty member responsible for each course.
- (c) The Parties agree that student questionnaire results shall be returned to the Employee, the Employee's Department Head and the Associate Dean.
- (d) Where, on the basis of these results the need for delivery enhancement is identified, the Employee and their Department Head and/or Associate Dean shall meet to develop strategies aimed at enhancing instructional delivery. The Employer agrees to provide resources and release time to Employees pursuant to the provisions of the Collective Agreement to assist Employees in the implementation of these strategies.
- (e) Employees may, on their request, invite a Union steward to attend meetings held pursuant to Section (d).
- (f) Meetings conducted pursuant to Section (d) shall occur no more than two (2) times per calendar year.
- (g) The Employer agrees that completed student questionnaires shall be returned to Employees following the conclusion of meetings held pursuant to Section (d). The Employer further agrees that completed student questionnaires, in whole or in part, shall not be placed on a faculty member's personnel file nor used as evidence in any disciplinary action, including arbitration proceedings, taken against a faculty member. The Employer may compile summary statistical reports by program based on the results of student questionnaires provided they contain no reference to specific Employees. If a program has fewer than four (4) Employees it will be combined with another program in its department for the purpose of compiling summary statistical reports.
- (h) The Parties recognize the importance of having Managers and Department Heads understand the

spirit and intent of this provision of the Collective Agreement. The Labour/Management Committee shall convene an annual meeting of Managers and Department Heads to review whether the administration of this provision has been consistent with its spirit and intent.

- (i) Following the conclusion of the meeting held pursuant to section (d), or in the event of a meeting pursuant to section (d) is not held within four (4) months of the collection of the completed student questionnaire(s), completed student questionnaires shall either be:
  - (1) returned to the Employees if in paper form; or,
  - (2) deleted/deemed deleted if in electronic form.

### 13.27 Evaluation Reports

- (a) Where a formal appraisal of an Employee's performance is carried out, the Employee shall be given sufficient opportunity to read and review the appraisal. Provision shall be made on the form for an Employee to sign. The form shall provide for the Employee's signature in two (2) places, one indicating that the Employee has read and accepts the appraisal, and the other indicating that the Employee disagrees with the appraisal. The Employee shall sign in one of the places provided. No Employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the appraisal. An Employee shall, upon request, receive a copy of this evaluation report at time of signing. An evaluation report shall not be changed after an Employee has signed it, without the knowledge of the Employee, and any such changes shall be subject to the grievance procedure of this Agreement.
- (b) The Parties agree that the Labour/Management Committee will mutually agree on the content and format of any formal course evaluation forms.
- (c) Course evaluation reports completed by students will not be used as evidence in any disciplinary action taken against a faculty member.

### 13.28 Personal Research

Subject to approval by the Employer, an Employee may use facilities normally used in the course of their duties to carry out personal research or projects. The cost of materials shall be borne by the Employee. Such approval shall not be unreasonably withheld by the Employer.

### 13.29 Copyrights

- (a) The Employer and the Union agree that original articles, technical papers, information reports and/or instructional notes prepared by the Employee within the course of their duties for the Employer, shall be retained by the Employer.

The Employer further agrees that the Employee may be granted permission to quote selected portions of such material in a larger work or to publish the material in related journals.

- (b) The Employer agrees that an Employee may prepare articles, technical papers and/or instructional notes on their own time, and copyright for such material shall be vested in the Employee.
- (c) Confidential information shall not be disclosed without the written permission of the Employer.



## ARTICLE 14 - SHIFT WORK

## 14.1 Definition of Shift for Shift Premium

(a) *Identification of Shifts*

- (1) Day shift - the hours worked between 4:30 a.m. and 2:59 p.m. inclusive;
- (2) Afternoon shift - the hours worked between 3:00 p.m. and 8:59 p.m. inclusive;
- (3) Night shift - the hours worked between 9:00 p.m. and 4:29 a.m. inclusive.

All hours worked into the successive shift shall be paid at the appropriate shift differential.

(b) *Shift premium*

- (1) sixty cents (60¢) per hour for afternoon shift
- (2) seventy cents (70¢) per hour for night shift

## 14.2 Shift Premium Applied to Overtime Hours

Shift premiums will apply to overtime hours worked in conjunction with a shift. An Employee who is called out between 9:00 p.m. and 4:29 a.m. shall receive the night shift premium for each hour worked during the callout period up to the commencement of their regularly scheduled shift.

## 14.3 Scheduling – Faculty

- (a) In order to meet the Employer's training and operational commitments, Employees may be scheduled by the Employer with a starting time between 7:00 a.m. and 5:00 p.m. and terminating appropriately.

The following factors shall be taken into account in setting work schedules:

- (1) potential for overcrowding
- (2) disruption of schedules for training which has already commenced
- (3) stability of work schedules
- (4) costs to the Employer and/or improved efficiency and/or improved service.

While in normal circumstances, problems relating to such matters will be dealt with at the departmental level, unresolvable matters of this nature will be referred to the Labour/Management Committee for discussion and the formulation of proposals for resolution.

In normal circumstances, work schedules will be set up to allow sufficient time between the shop segments of instruction for classes to clear the area.

- (b) (1) Employees on shifts shall be rotated to ensure equitable working conditions. Regular Employees hired to work first shifts only will not be required to rotate shifts unless it is necessary to maintain a program.
- (2) Employees hired prior to December 31, 1975 shall be deemed to be first shift Employees. First shift Employees will work afternoon or night shift when shiftable Employees are unavailable to perform the work.
- (c) Regular class schedules outside of those set down in (a) above may be varied by mutual agreement between the Employer and the Union. Notice of intent to vary these schedules shall be sent to the President of the Union.
- (d) Nothing in this Collective Agreement shall be construed as requiring a faculty member to work anything other than a Monday to Friday workweek. Work on weekends will be by mutual agreement only.

#### 14.4 Notice of Work Schedules

Work Schedules for regular Employees shall be posted at least fourteen (14) days in advance of the starting day of a new schedule.

- (a) In the event that the work schedules or shift for a regular Employee or a temporary Employee working a schedule shift roster is changed without forty-eight (48) hours' advance notice and such change is the result of the actions of another Employee covered by this Agreement utilizing the benefits provided for by the provisions of this Agreement, the Employee will receive a premium of sixty cents (60¢) per hour in addition to their regular pay, for work performed on the first shift to which they changed.
- (b) In the event that either an Employee's (other than a Department Heads's) instructional work assignment (as defined in functions one and two of Article 13.3(c)) is changed significantly or an Employee's schedule or shift is changed, and any of the foregoing without five (5) days' advance notice, and the change results from causes other than defined in (a) above, the Employee shall receive a premium at the applicable overtime rate for work performed on the first shift to which they changed, except that if the change results from no fault of the Employer they shall not receive a premium at overtime rates but shall receive the premium defined under (a) above.

#### 14.5 Short Change-over Premium

- (a) If shifts are scheduled so that there are not twenty-four (24) hours between the start of an Employee's shift and the start of their next shift, a premium calculated at the overtime rates will be paid for hours worked on the succeeding shift within the twenty-four (24) hour period.
- (b) Where an Employee exercises seniority rights to work shifts, one of which falls within the twenty-four (24) hour period from the start of the previous shift, the Employee shall not be entitled to claim the premium rate referred to in paragraph (a).

#### 14.6 Exchange of Shifts

Employees may exchange shifts with the approval of the Employer, provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.

#### 14.7 Shortfall of Annual Working Hours

There shall be no pay back for shortfall of annual working hours in the shift systems determined in this Agreement.

#### 14.8 Split Shifts

There shall be no split shifts scheduled except by mutual agreement between the Employer and the Union. For faculty there shall be no split shifts.

## ARTICLE 15 - OVERTIME

## 15.1 Definitions

- (a) "*Overtime*" means work performed by a full-time Employee in excess or outside of their regularly scheduled hours of work.
- (b) "*Straight-time rate*" means the hourly rate of remuneration.
- (c) "*Time and one-half*" means one and one-half (1½) times the straight-time rate.
- (d) "*Double time*" means twice the straight-time rate.
- (e) "*Double time and one-half*" means two and one-half (2½) times the straight-time rate.

## 15.2 Authorization and Application of Overtime

- (a) An Employee who is required to work overtime shall be entitled to overtime compensation when:
  - (1) the overtime worked is authorized in advance by the Employer; and
  - (2) the Employee does not control the duration of the overtime worked.
- (b) Notwithstanding the foregoing, the Employer and the Union recognize that the nature of the work carried out by persons in some classifications is such that it may not be possible for the Employee to obtain prior authorization for the necessary overtime work. In such cases the Employee shall use their discretion in working the overtime and the Employer shall be considered to have authorized the overtime in advance. However, the Employer reserves the right, subject to the grievance procedure, to determine the legitimacy of the overtime claimed. In order to facilitate a fair and reasonable administration of the clause, the Employer will draw up regulations defining the circumstances under which an Employee may undertake overtime work without prior authorization. Copies of these regulations will be supplied to the Labour/Management Committee.

## 15.3 Overtime Entitlement

- (a) An Employee will be entitled to compensation for authorized overtime in excess of the scheduled daily hours.
- (b) Overtime shall be compensated in thirty (30) minute increments, however, Employees shall not be entitled to any compensation for periods of overtime of less than five (5) minutes per day.

## 15.4 Recording of Overtime

Employees shall record starting and finishing times for overtime worked on a form determined by the Employer.

At the end of each pay period the Employee shall indicate to the Employer's designated representative the amount of overtime worked and the option of compensation elected. Where the Employee opts for payment in cash, the Employer shall make every reasonable effort to make payments by the end of the month following the month in which overtime was worked.

## 15.5 Sharing of Overtime

Overtime work shall be allocated equitably considering availability and location of Employees.

## 15.6 Overtime Compensation

- (a) Overtime worked shall be compensated at the following rates:
- (1) time and one-half for the first two (2) hours of overtime on a regularly scheduled workday; and
  - (2) double time for hours worked in excess of (1);
  - (3) double time for all hours worked on a day of rest.

The compensation of overtime in (1) and (2) is to be on a daily basis and not cumulative.

Employees shall have the option of receiving cash for overtime compensation or equivalent compensatory time off, or a combination of both. If the Employee opts for compensatory time off, such time off shall be taken at a time mutually agreed between the Employer and the Employee.

(See Article 13.9(b), Meal Periods.)

- (b) An Employee who works on a designated holiday which is not a scheduled workday shall be considered to have worked overtime and shall receive their regular day's pay, and shall receive additional compensation at the rate of double time for all hours worked; except for Christmas and New Year's when the additional compensation shall be at the rate of double time and one-half (2½) for all hours worked.
- (c) An Employee on travel status who is required to travel on the Employer's business outside their regular working hours shall be compensated at the applicable overtime rates for all hours travelled. The Employer may determine the means of such travel.
- (d) Upon written request an Employee may receive notification in writing of any accumulated compensatory time off as of February 15th of each year.

Any compensatory time off or overtime due at March 31st or on termination shall be paid in cash.

## 15.7 Overtime Meal Allowance

- (a) When an Employee is required to work a minimum of two and one-half (2½) hours' overtime immediately before or after completion of their scheduled daily hours, they shall be provided with a meal or shall be reimbursed in the amount of nine dollars (\$9). A meal break of one-half (½) hour with pay will be given.
- (b) If the Employee continues to work overtime beyond three (3) hours, a further meal or allowance and meal break as above shall be provided upon completion of an additional four (4) hours worked, and upon the completion of every three (3) hours worked thereafter.
- (c) When an Employee is not on stand-by and is called out for overtime prior to their scheduled shift and it was not possible to give sufficient notice<sup>2</sup> to permit preparation of the meal normally taken to work, the Employer shall provide the meal or pay the overtime meal allowance.
- (d) In the case of an Employee called out on overtime to work on a rest day, this section will apply only to hours worked outside their regular shift times for a normal workday.

---

<sup>2</sup>\*Sufficient time means one-half (½) hour to permit preparation of the meal normally taken to work.

- (e) Where any of the meals provided under (a), (b), (c), or (d) above duplicate a meal for which an Employee is entitled because of travel status or field allowance, then the Employee shall receive only one benefit for each meal.

**15.8 No Layoff to Compensate for Overtime**

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

**15.9 Right to Refuse Overtime**

All Employees shall have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing.

**15.10 Overtime Which Does Not Abut the Succeeding Shift**

- (a) When overtime is worked, there shall be an elapsed time of eight (8) hours between the end of the overtime and the time the Employee reports for duty on the next regular shift, with no shortfall out of their regular shift.
- (b) If the elapsed eight (8) hour period following results in only two (2) hours or less of their regular shift available for work, Employees shall not be required to report for work on that shift, with no shortfall.

**15.11 Rest Interval After Overtime**

An Employee required to work overtime adjoining their regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of their next regular shift. If eight (8) clear hours are not provided, overtime rates shall apply to hours on the next regular shift.

ARTICLE 16 - PAID HOLIDAYS

16.1 Paid Holidays

The following have been designated as paid holidays:

New Year's Eve Day	British Columbia Day
New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Eve Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Any other holiday proclaimed as a holiday by the Federal, Provincial or Municipal Governments for the locality in which an Employee is working shall also be a paid holiday.

16.2 Holidays Falling on Saturday or Sunday

- (a) For an Employee whose workweek is from Monday to Friday and when any of the above-noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies on the Monday), shall be deemed to be the holiday for the purpose of this Agreement.
- (b) Where there is a work dependency between Employees covered by this Agreement and private sector Employees, the Parties may, by mutual agreement, amend (a) above.

16.3 Holiday Falling on a Day of Rest

- (a) When a paid holiday falls on an Employee's day of rest, the Employee shall be entitled to a day off with pay in lieu.
- (b) If the Employee is called in to work on the day designated as the lieu day pursuant to (a) above, they shall be compensated at double time rates.

16.4 Holiday Falling on a Scheduled Workday

An Employee who works on a designated holiday which is a scheduled workday shall be compensated at the rate of double time for hours worked, plus a day off in lieu of the holiday; except for Christmas and New Year's when the compensation shall be at the rate of double time and one-half (2½) for hours worked, plus a day off subject to this Agreement.

16.5 Holiday Coinciding with a Day of Annual Leave

Where an Employee is on annual leave and a day of paid holiday falls within that period, the paid holiday shall not count as a day of annual leave.

**16.6 Paid Holiday Pay**

Payment for paid holidays will be made at an Employee's basic pay, except if an Employee has been working in a higher paid position than their regular position for a majority of the sixty (60) working days preceding their holiday, in which case they shall receive the higher rate.

**16.7 Temporary Employees**

- (a) Temporary Employees who work the day before and the day after a paid holiday or who have worked fifteen (15) of the previous thirty (30) days, shall be compensated for the holiday.
- (b) A temporary Employee who is qualified in (a) to receive compensation for the holiday and who is required to work on that day shall be compensated at the same rate as a regular Employee in the same situation.

**16.8 Regular Employees on Layoff/Recall**

Regular Employees on Layoff/Recall who have worked the day before and the day after a paid holiday or who have worked fifteen (15) of the previous thirty (30) days, shall be compensated for the holiday.

## ARTICLE 17 - ANNUAL LEAVE

## 17.1 Purpose

- (a) Annual leave is to be used for annual vacation, industry and inter-institutional liaison and career development.
- (b) Provincial Instructor Diploma
  - (1) in the case of an faculty member who does not hold a Provincial Instructor Diploma, necessary time off work to attain the Diploma shall be considered as part of annual leave.
  - (2) courses required by the Employer leading to a Provincial Instructor Diploma shall be conducted under the supervision of the appropriate institution or agency. Courses leading to the Provincial Instructor Diploma shall be commenced during the first year of employment.
  - (3) the Employer will reimburse a regular Employee for tuition fees and course required materials for the Provincial Instructor Diploma Program.
  - (4) an Employee involved in liaison or career development, if approved in advance, may be reimbursed for any and all necessary expenses incurred.

## 17.2 Entitlement (effective January 1, 1980)

Annual leave entitlement is:

- (a) *For faculty* - Forty-six (46) days per calendar year, earned on the basis of 3-5/6 working days per calendar month in which at least ten (10) days' pay at straight-time rates has been received.
- (b) *For non-teaching faculty* - Thirty-six (36) days per calendar year earned on the basis of three (3) working days per calendar month in which at least ten (10) days' pay at straight-time rates has been received.
- (c) Annual leave entitlement is to be divided into:
  - (i) scheduled annual leave;
  - (i) unscheduled annual leave of ten (10) days; and
  - (ii) Winter Break Holiday.
- (d) Upon reaching twenty (20) years' service (including war service), an Employee will be eligible for Annual Leave as follows:
  - (i) Faculty - fifty (50) days;
  - (ii) Non-teaching Faculty - forty (40) days.
- (e) For the purposes of planning under Article 17.3 (Leave Scheduling) and Article 12.5(b) and (c) (Delayed Displacement), an Employee shall start the calendar year as if they had their full annual leave entitlement (faculty forty-six (46) or fifty (50) days as appropriate, non-teaching faculty thirty-six (36) or forty (40) days as appropriate).

## 17.3 Leave Scheduling

- (a) The scheduling and taking of scheduled annual leave shall be on a calendar year basis.
- (b) *Preference in Scheduled Annual Leave* - Scheduled annual leave preferences shall be granted on the basis of service seniority in the work units. An Employee shall be entitled to receive their vacation in an unbroken period. If an Employee decides to break their entitlement into more than one continuous group of workdays, they shall be entitled to use their seniority for only one (1) such group of days in a calendar year.



Where scheduling of scheduled annual leave results in a residual of annual leave, this will normally be scheduled and taken in a single block.

(c) *Scheduled Annual Leave*

- (1) A training plan will be provided to each department by January 15th of each year to assist in the development of Scheduled Annual Leave schedules. The Scheduled Annual Leave schedules shall be forwarded to the Employer for approval and be posted in the Department by March 1st. Such approval will not be unreasonably withheld.
- (2) An Employee who does not exercise their seniority rights within two (2) weeks of receiving the proposed scheduled annual leave schedule, shall not be entitled to exercise those rights in respect of any such time previously selected by an Employee with less seniority.
- (3) Scheduled Annual Leave schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the Employee and the Employer.
- (4) Where an Employee is absent due to illness, or approved Short Term Leave in the Lower Mainland area, the Employer will make every reasonable effort to contact the Employee so that their vacation scheduling rights may be exercised.

(d) *Unscheduled Annual Leave* - The unscheduled annual leave entitlement may be taken, in full or in part, at anytime upon notice of seven (7) days, with approval which will not be withheld unless the absence interferes with the Institute's students training program, or requires the hiring of a replacement faculty member. If any Unscheduled Annual Leave is not taken in the year of entitlement, such unused days, up to a maximum of five (5), may be added to the scheduled annual leave for the subsequent calendar year.

(e) A Winter Break holiday with pay shall be granted to regular Employees from December 24th to January 1st inclusive, but shall not include the general (statutory) holidays which fall in this period or days deemed as holidays in lieu.

#### 17.4 Statutory Holidays During Annual Leave

A General (Statutory) Holiday which occurs during Scheduled Annual Leave is not considered to be part of the Annual Leave entitlement.

#### 17.5 Employer Rights and Scheduled Annual Leave

The Employer may exercise the prerogative of scheduling the whole of the Employee's Scheduled Annual Leave, provided that it is in the prime time annual leave period from May 1st to September 30th.

#### 17.6 Annual Leave Pay

- (a) Payment for Annual Leave will be made at an Employee's basic pay, except if an Employee has been working in a higher paid position than their regular position for a majority of their regularly scheduled hours in the sixty (60) working days preceding their Annual Leave, in which case they shall receive the higher rate.
- (b) Once per calendar year, upon thirty (30) days' written notice that the Employee plans to travel and cannot reasonably access their credit union or bank account, the Employee shall be entitled to receive, prior to the commencement of a vacation, a payroll advance equivalent to the amount of any regular paycheque(s) issued during the vacation period.

### 17.7 Approved Leave of Absence with Pay during Annual Leave

When an Employee is in receipt of the Short Term Illness and Injury Plan benefits or on leave with pay in accordance with Articles 13.21, 19.1, 19.5, and 19.8 during annual leave, there shall be no deduction from the annual leave credits for such leave. The period of annual leave so displaced shall be taken at a mutually agreed time. An Employee intending to claim displaced annual leave must advise the Employer and provide necessary documentation within seven (7) days of returning to work.

### 17.8 Payout

It is the intent of the Parties that Annual Leave be taken in the year in which earned. In the unusual circumstances that the full annual leave entitlement is not taken by the end of the calendar year, the days remaining to the Employee's credit will be paid out by February 15th of the subsequent year unless carried over in accordance with Article 17.9 or unless paid out at the time of ending of employment.

### 17.9 Carryover

Where it is through no fault of the Employee that the full Annual Leave entitlement has not been taken within the calendar year in which it is earned, a carryover of unused days shall be granted by the Employer unless otherwise requested by the Employee.

### 17.10 Call Back from Annual Leave

- (a) Employees who have commenced their Annual Leave shall not be called back to work, except in cases of extreme emergency.

The Chair of the Bargaining Unit shall receive verbal notification of the Employee(s) called back from Annual Leave at the same time as the Employee(s) is called back to work.

- (b) When, during any Annual Leave period, an Employee is recalled to duty, they shall be reimbursed for all expenses incurred thereby by themselves, in proceeding to their place of duty and in returning to the place from which they were recalled upon resumption of vacation, upon submission of receipts (except for meals) to the Employer.
- (c) Time necessary for travel in returning to their place of duty and returning again to the place from which they were recalled shall not be counted against their remaining Annual Leave entitlement.

### 17.11 Annual Leave on Retirement

An Employee scheduled to retire and to receive a Superannuation allowance under the applicable pension plan shall be granted full Annual Leave entitlement for the final calendar year of service.

*Interpretation* -- That "*final calendar year of service*" means the calendar year in which the last day they report for duty falls.

### 17.12 Annual Leave Credits upon Death

Earned but unused Annual Leave shall be made payable, upon termination due to death, to the Employee's dependent, or where there is no dependent, to the Employee's estate.

ARTICLE 18 - SHORT TERM ILLNESS AND INJURY AND LONG TERM DISABILITY

Employees shall be entitled to coverage for short term illness and injury and long term disability in accordance with agreed upon regulations which will be subject to review and revision during the period of this Agreement by negotiations between the Parties and included as Appendix A to this Agreement.

## ARTICLE 19 - SPECIAL AND OTHER LEAVE

## 19.1 Bereavement Leave

- (a) In the case of bereavement in the immediate family, an Employee not on leave of absence without pay shall be entitled to special leave, at their regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five (5) workdays.
- (b) Immediate family is defined as an Employee's parent, spouse, child, brother, sister, father-in-law, mother-in-law and any other relative permanently residing in the Employee's household or with whom the Employee permanently resides.
- (c) In the event of the death of the Employee's grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law, niece or nephew, the Employee shall be entitled to special leave for one (1) day for the purpose of attending the funeral.
- (d) If an Employee is on vacation leave at the time of bereavement, the Employee shall be granted bereavement leave and be credited the appropriate number of days to annual leave credits.

## 19.2 Leave respecting Death of Child

An employee is entitled to a leave of absence without pay of up to 104 weeks if they are entitled to leave respecting death of child under the *Employment Standards Act* and such leave shall be in accordance with the *Employment Standards Act*. There will be no interruption in the accrual of seniority or eligibility for benefits.

## 19.3 Leave respecting Disappearance of Child

An employee is entitled to a leave of absence without pay of up to 52 weeks if they are entitled to leave respecting disappearance of child under the *Employment Standards Act* and such leave shall be in accordance with the *Employment Standards Act*. There will be no interruption in the accrual of seniority or eligibility for benefits.

## 19.4 Leave for Domestic Violence

Where leave from work is required due to an employee and/or an employee's dependent child being a victim of domestic violence, the employee shall be granted leave, in each calendar year, as follows in accordance with *Employment Standards Act*:

- (a) up to 10 days of unpaid leave to be taken intermittently or in one continuous period; and
- (b) up to 15 weeks of unpaid leave.

## 19.5 Compassionate Care Leave

## (a) Entitlement

An employee will be granted a compassionate care leave of absence without pay for up to twenty seven (27) weeks to care for a gravely ill family member. For the purpose of this Article, "family member" is defined as one of the persons listed in Appendix B – Family Members for the Purpose of Article 19.5 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:

- (1) The employee's benefit coverage will continue for the duration of the compassionate care leave, to a maximum of twenty seven (27) weeks, and the premium payment shall be on the same basis as if the employee were not on leave.
- (2) 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 twenty seven (27) weeks, the employer will pay the employer portion of the pension contribution in accordance with the Pension Plan regulations.
- (3) Compassionate care leave, up to a maximum of twenty seven (27) weeks, shall be treated as continuous employment for the purposes of seniority.
- (4) An employee who returns to work following a leave granted under this provision shall be placed in similar position to the position the employee held prior to the leave.

(b) Additional Leaves

Should an employee require additional time to care for a gravely ill family member, additional leaves may be granted beyond the twenty seven (27) week period specified in Article 19.5 (a), such additional leave shall be pursuant to Article 19.11 General Leave.

19.6 Special Leave

- (a) Where leave from work is required, an Employee shall be entitled to special leave at their regular rate of pay for the following:
  - (1) marriage of the Employee - three (3) days;
  - (2) attend wedding of the Employee's child - one (1) day;
  - (3) birth or adoption of the Employee's child - two (2) days;
  - (4) serious household or domestic emergency - one (1) day;
  - (5) moving household furniture and effects - one (1) day;
  - (6) attend their formal hearing to become a Canadian citizen - one (1) day;
  - (7) attend funeral as pall-bearer or mourner - one (1) day;
  - (8) court appearance for hearing of Employee's child - one (1) day.
- (b) Two (2) weeks' notice is required for leave under subsections (a)(1), (a)(2), (a)(5) and (a)(6).
- (c) For the purposes of subsections (a)(2), (a)(4), (a)(5), (a)(6), (a)(7) and (a)(8), leave with pay will be only for the workday on which the situation occurs.
- (d) For the purpose of determining eligibility for special leave under (a)(5), an Employee will qualify if they are maintaining a self-contained household and if they are changing their place of residence which necessitates the moving of household furniture and effects during their normal working hours, and if they have not already qualified for special leave under (a)(5) on two (2) occasions within the preceding twelve (12) months.

19.7 Family Illness

- (a) In the case of illness of a child and/or spouse of an Employee, and when no one at the Employee's home other than the Employee can provide for the needs of the ill child or spouse, the Employee shall be entitled, after notifying their supervisor, to use up to a maximum of two (2) days' paid leave at any one (1) time for this purpose.
- (b) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing. The cost of the medical report will be borne by the Employer.

- (c) In the case of unanticipated illness or hospitalization of a dependant parent, when no one else is able to provide for the needs of the ill person, the Employee may request leave with pay to a maximum of two (2) days' paid leave at any one time for this purpose.
- (d) The Employer may require written confirmation from a medical practitioner that the Employee's attendance was required. The cost of the medical report will be borne by the Employer.

#### 19.8 Full-time Union or Public Duties

The Employer shall grant, on written request, leave of absence without pay:

- (a) For Employees to seek election in a Municipal, Provincial or Federal election, for a maximum of ninety (90) days;
- (b) For Employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of two (2) years;
- (c) For Employees elected to a public office for a maximum period of five (5) years.
- (d) For an Employee elected to a position in the B.C. Government and Service Employees' Union. The leave shall be for a period of two (2) years and shall be renewed upon request.

#### 19.9 Leave for Court Appearances

- (a) The Employer shall grant paid leave to Employees, other than Employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the Employee's private affairs.
- (b) In cases where an Employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An Employee in receipt of their regular earnings while serving at court shall remit to the Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) Time spent at court by an Employee in their official capacity shall be at their regular rate of pay.
- (e) Court actions arising from employment, requiring attendance at court, shall be with pay.
- (f) In the event an accused Employee is jailed pending a court appearance, such leave of absence shall be without pay.
- (g) For all the above leaves, the Employee shall advise their supervisor as soon as they are aware that such leave is required.

#### 19.10 Elections

Any Employee eligible to vote in a Federal, Provincial or Municipal election or a referendum shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast their ballot.

#### 19.11 General Leave

Notwithstanding any provisions for leave in this Agreement, the Employer may grant leave of absence without pay to any Employee requesting such leave for emergency or unusual circumstances; such request to be in writing and approved by the Employer. Approval shall not be withheld unjustly. If the leave application is denied, the Employee will receive notification in writing stating the reason(s) for the denial of leave.

#### 19.12 Leave for Medical and Dental Care

- (a) Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off with pay for medical and dental appointments for an Employee or for dependent children shall be permitted, but where any such absence exceeds two (2) hours, the full-time absence will be charged to the entitlement described in Article 19.14.
- (b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Article 19.14, the necessary return travelling time to receive personal or immediate family medical and dental care at the nearest medical centre.

The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the Employee's place of residence.

#### 19.13 Definition of Child

Whenever the word "*child*" is used in this Agreement, it shall be deemed to include a ward of the Superintendent of Child Welfare or a child of a spouse.

#### 19.14 Maximum Leave Entitlement

Maximum leave entitlement under Articles 19.6, 19.7 and 19.12 shall not exceed a total of ten (10) workdays per calendar year, unless additional special leave is approved by the Employer.

#### 19.15 Emergency Service Leave

- (a) Emergency service leave of absence with pay shall be granted to an Employee:
  - (1) conscripted for emergency service (other than military); or
  - (2) requested for search and rescue operation service.
- (b) If the Employee receives any remuneration for such service while on emergency service leave of absence with pay, the remuneration will be paid over to the Employer.

#### 19.16 Pre-Retirement Leave

An Employee scheduled to retire and to receive a superannuation allowance under the applicable pension Acts shall be entitled to:

- (a) A special paid leave for a period equivalent to fifty percent (50%) of their accumulated sick leave credit, to be taken immediately prior to retirement; or
- (b) A special cash payment of an amount equivalent to the cash value of fifty percent (50%) of their accumulated sick leave credit, to be paid immediately prior to retirement and based upon their current rate of pay.

#### 19.17 Early Retirement Incentive

*Definition:*

For the purposes of the provision, early retirement is defined as retirement at or after age 55 and before 64.

*Eligibility:*

- (a) An Employee must be at the highest achievable step of the salary scale.
- (b) An Employee must have a minimum of ten (10) years of full-time equivalent service with the Employer.

*Incentive Payment:*

- (a) The Employer may offer and an Employee may accept an early retirement incentive based on the age at retirement to be paid in the following amounts.

Full Years to Normal Retirement	Percentage of Annual Salary at Time of Retirement
5 or more	100%
4	80%
3	60%
2	40%
1	20%
Less than 1	0%

- (b) The Employer may opt to pay the early retirement incentive in three (3) equal annual payments over a thirty-six (36) month period.
- (c) Eligible Bargaining Unit members may opt for a partial early retirement with a prorated incentive.

19.18 Early Retirement Option Fund

The parties agree to establish an Early Retirement Option Fund (the "Fund"), as follows:

- (a) The Fund will be budgeted at \$121,500 yearly, subject to change by mutual agreement of the parties.
- (b) Any monies in the Fund unspent at the end of any fiscal year will be rolled over to the next fiscal year.
- (c) Qualification Criteria

The criteria an Employee must meet to be eligible to apply to the Fund are:

- (1) The Employee must be at the highest achievable step of the salary scale and must have a minimum of ten years of full-time equivalent service at BCIT, or the Employee must have a minimum of 15 years of full-time equivalent service at BCIT.
- (2) The Employee must be at least age fifty-five (55).

- (d) Selection Criteria



The allocation of retirement incentives will be decided based on the following priorities:

- (1) Employees within programs in which downsizing is anticipated.
- (2) Employees in programs that will not suffer a loss of essential skills or expertise if Employees were to accept an early retirement incentive.
- (3) Employees with the least time remaining prior to retirement.
- (4) Employees with the most seniority.

(e) The process for applying to the Fund is:

- (1) On or before March 1 of every year, the Employer will send a note out by email inviting Employees who are interested in early retirement to fill out a form (which will be attached) and submit it to Human Resources. Employees who, prior to the date of the email notice, had formally advised the Institute of their intention to retire or resign, shall not be eligible for any of the early retirement incentives.
- (2) Employees will have two calendar weeks to respond to the note.
- (3) Human Resources will then compile the forms and create a list of applicants in order of seniority. The age of each Employee will also be identified on the list. Human Resources will then send the list of applicants to the Labour/Management Committee.
- (4) The Labour/Management Committee will determine whether each applicant meets the qualification criteria and then rank applicants in accordance with the selection criteria. That list will then be forwarded to Human Resources.
- (5) Human Resources will contact the highest ranked Employee on the list to discuss early retirement options. If the Employee chooses an option, the employee, the Employee's manager and Human Resources must discuss and agree to the details of the option, such as retirement date, length and FTE of a pre-retirement assignment, amount of pension buyback, etc.
- (6) Once an agreement has been reached on the early retirement details for the highest ranked Employee on the list, then Human Resources will contact the next ranked Employee and do the same thing.
- (7) If, at any point, the remaining monies in the Fund will not cover the cost of the option of the Employee under question, but will cover the cost of the option of a lower ranked Employee, then the option of the latter Employee may be considered.
- (8) Human Resources will continue this process until all the monies in the Fund have been allocated, or until all the applicants are considered. Human Resources will then forward to the Labour/Management Committee the list of Employees who have elected one of the early retirement options and the cost of the option chosen by each Employee.
- (9) The Labour/Management Committee will review the list and grant final approval of each early retirement incentive elected by Employees.
- (10) Human Resources will advise Employees in writing that the Labour/Management Committee has approved their application and confirm the details of the incentive they are to receive.

(f) The retirement options that may be considered are:

- (1) Early Retirement Incentive Payment, as outlined in Article 19.17 of the Collective Agreement. Employees who accept this early retirement incentive offer shall resign from the Institute on a date mutually agreed to between the Employee and the Institute.
- (2) Partial Early Retirement with prorated incentive, as described in Article 19.17 of the Collective Agreement. This option will require the agreement of the Employee's manager and the period of part-time work will be no longer than one year. Employees who accept their early retirement incentive offer shall resign from the Institute on a date mutually agreed to between the Employee and the Institute. In addition, in calculating the cost of this option, the cost of any benefit coverage for an Employee backfilling the partial early retirement of the Employee must be included.
- (3) Pension Buyback. Both the Employer and Employee's contributions will be paid out of the

Fund. Employees who accept this early retirement incentive offer shall resign from the Institute on a date mutually agreed to between the Employee and the Institute.

- (g) Employees shall only be eligible to receive one of the retirement incentive options described at point (f) above.
- (h) Absent "exceptional circumstances," Employees who receive an early retirement incentive under Article 19.18 will not be re-hired by the Institute after the Employee's resignation date. "Exceptional circumstances" shall be determined on a case-by-case basis by the Vice-President of Human Resources, in consultation with the Union.

## ARTICLE 20 - MATERNITY, PARENTAL &amp; ADOPTION LEAVE

## 20.1 Maternity Leave

A pregnant Employee shall qualify for maternity leave:

- (a) Upon request, the Employee will be granted leave of absence without pay for a total period of not more than seventeen (17) consecutive weeks. An Employee may opt to combine both maternity leave pursuant to this Article and parental leave under Article 20.2(a). The total period of a combined maternity/parental leave cannot exceed fifty-two (52) consecutive weeks for a standard combined maternity/parental leave, or seventy-eight (78) consecutive weeks for an extended combined maternity/parental leave.
- (b) The period of maternity leave or combined maternity/parental leave without pay shall commence on a date determined by the Employee, but no sooner than thirteen (13) weeks prior to the estimated date of birth of the child(ren), and no later than the date of birth of the child(ren).
- (c) The request to take maternity leave or combined maternity/parental leave must be made, in writing, at least four (4) weeks prior to the proposed commencement of the leave, and include the probable date of birth of the child(ren).
- (d) In the event that an Employee is unable to work, for health-related reasons, prior to the commencement of the leave period set out in (b) above, the Employee shall be entitled to STIIP benefits, in accordance with Appendix "A", until the commencement of maternity benefits. In no event will maternity leave commence later than the date of birth of the child(ren).
- (e) An Employee on maternity leave or combined maternity/parental leave shall notify the Employer two (2) weeks prior to the expiration of the maternity leave or combined maternity/parental leave of the date when the Employee shall be returning to work. If no notification is given, the Employee shall be deemed to have abandoned the position per Article 9.9.
- (f) In the event an Employee is unable to return to work for health-related reasons following completion of the period of maternity leave or combined maternity/parental leave set out above, the Employee shall be entitled to STIIP benefits as set out in Appendix "A", except that, where the Employee received STIIP benefits for the same illness or injury prior to commencement of the maternity leave or combined maternity/parental leave, as set out in (d) above, the subsequent period shall be deemed a recurrent disability as per Appendix A, 1.3(a).
- (g) The period of maternity leave shall abut any period of parental leave taken under the provisions of Article 20.3.
- (h) If an employee elects to take standard parental leave or standard combined maternity/parental leave, their parental leave may be extended for up to an additional six (6) months for illness of the newborn child(ren) where a doctor's certificate is presented. The cost of the medical report will be borne by the Employer.

## 20.2 Parental Leave

An Employee shall be entitled to a parental leave of absence without pay in accordance to the following:

- (a) For a pregnant Employee who takes maternity leave in accordance with Article 20.1, a parental leave of up to thirty-five (35) consecutive weeks, or sixty-one (61) consecutive weeks, depending on their choice of either standard parental leave or extended parental leave, commencing immediately after

the end of the leave taken under Article 21.1;

- (b) For a pregnant Employee who does not take a maternity leave in accordance with Article 20.1 or for any other Employee, a parental leave of up to thirty-seven (37) consecutive weeks' duration, or an extended parental leave of sixty-three (63) consecutive weeks' duration, depending on their choice of either standard parental leave or extended parental leave in a period commencing:
  - (1) within the fifty-two (52) week period immediately following the child's birth or placement of the adoptive child, for employees who choose standard parental leave; or
  - (2) within the seventy-eight (78) week period after the week of birth or placement of the adoptive child for employees who choose extended parental leave.
- (c) Where both parents are Employees of the Employer, the Employees shall determine the apportionment of parental leave between them and shall work with their respective manager(s) to accommodate the leave request(s). The total maternity/parental leave when shared between both parents shall not exceed seventy-eight (78) weeks.
- (d) The request to take parental leave must be made, in writing, at least four (4) weeks prior to the proposed commencement of the leave, and be accompanied by:
  - (1) a certificate of a medical practitioner or other evidence stating the date of birth of the child(ren) or the probable date of birth of the child(ren) if a leave has not been requested under Article 20.1. Cost of the medical report will be borne by the Employer.  
or
  - (2) a letter from the agency placing the child(ren) providing evidence of adoption of the child(ren) if such documentation has not been provided under Article 20.2(a).

### 20.3 Supplemental Employment Benefit for Maternity and Parental Leave

- (a) When on maternity or parental leave, an employee will receive a supplemental payment added to Employment Insurance benefits as follows:
  - (1) An employee who is the birth mother shall receive an amount equal to the difference between the Employment Insurance benefits and seventy-five percent (75%) of their salary calculated on their average base salary, for up to seventeen (17) weeks of maternity leave, plus:
    - (i) if the employee has opted for standard parental leave, the employee shall receive an amount equal to the difference between the Employment Insurance benefits and seventy-five percent (75%) of their salary calculated on their average base salary, for up to thirty-five (35) weeks of parental leave.
    - (ii) if the employee has opted for extended parental leave, the employee shall receive a maximum of sixty-one (61) weekly payments equivalent to the overall amount the employee would have received if they had opted for a standard thirty-five (35) week parental leave, spread out and paid over the sixty-one (61) week period.
  - (2) An employee who is the spouse, the biological father, the common-law partner or adoptive parent who is caring for the child shall receive the following:
    - (i) if the employee has opted for standard parental leave, the employee shall receive an amount equal to the difference between the Employment Insurance benefits and seventy-five percent (75%) of the employee's salary calculated on the employee's average base salary, for up to thirty-seven (37) weeks of parental leave.
    - (ii) if the employee has opted for extended parental leave, the employee shall receive a maximum of sixty-three (63) weekly payments equivalent to the overall amount the employee would have received if they had opted for a standard thirty-seven (37) week parental leave, spread out and paid over the sixty-three (63) week period.
  - (3) The average base salary for the purposes of Article 20.3(a)(1) and 20.3(a)(2) 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.

- (b) An employee is not entitled to receive the 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.
- (c)
  - (1) To be entitled to the above noted benefits, an employee must sign an agreement that they will return to work and remain in the Employer's employ for a period of at least six (6) months or equivalent to the leaves taken, whichever is longer, after their return to work.
  - (2) Should the employee fail to return to work and remain in the employ of the Employer for the return to work period in (1) above, the employee shall reimburse the Employer for the benefits above on a pro-rata basis.

#### 20.4 Health and Welfare and Annual Leave

- (a) While an Employee is on a maternity leave and/or parental leave, the Employer shall maintain coverage for medical, extended health, dental, group life, accidental death and dismemberment and long-term disability and shall pay the Employer's share of these premiums.
- (b) Notwithstanding Articles 17.2(a), (b), (c) and (d) and 17.3(d) and 17.9, annual vacation entitlements and vacation pay shall continue to accrue during the first thirty (30) weeks while an Employee is on maternity/parental leave combination providing the Employee returns to work for a period equal to the period of leave taken (to a maximum of thirty (30) weeks), or during a maximum of eighteen (18) weeks while an Employee is on maternity leave, or during a maximum of twelve (12) weeks while an Employee is on parental leave, or during a maximum period of six (6) months while an Employee is on adoption/parental leave combination providing the Employee returns to work for a period equal to the period of leave taken for adoption/parental leave combination or for maternity or parental leave when the two are not taken in combination. Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding Article 17.3(d) and 17.9.

#### 20.5 Rights on Return to Work

- (a) On return to work from maternity, adoption or parental leave, an Employee shall be placed in their former position or in a position of equal rank and salary.
- (b) The service of an Employee who is on maternity, adoption, or parental leave, shall be deemed to be continuous for purposes of Article 10 – Seniority, Article 12 – Layoff, Article 17 – Annual Leave and Article 24 – Health and Welfare, of this Agreement.

## ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY

## 21.1 Conditions

The Union and the Employer agree that regulations made pursuant to the *Workers' Compensation Act*, the *Factories Act*, or any other statute of the Province of British Columbia pertaining to the working environment, shall be fully complied with. First aid kits shall be supplied in accordance with this section.

## 21.2 Safety Committee

The Employer and the Union agree to establish Occupational Health and Safety Committees at appropriate locations in the Bargaining Unit. Occupational Health and Safety Committees shall be composed of personnel employed at the location. The composition will be determined locally through management and local Union representatives. Union representatives shall be appointed by the B.C. Government and Service Employees' Union. Where such Committees are formed, they may encompass more than one Bargaining Unit. These Committees will meet pursuant to the Workers' Compensation Board Industrial Health and Safety Regulations at regular intervals to be determined by the Committees, to make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness. A copy of all minutes of the Occupational Health and Safety Committees shall be sent to the Union and the Employer. Employees who are representatives of the Occupational Health and Safety Committee shall continue to receive the rate of pay they would have been receiving had they not been attending an Occupational Health and Safety Committee meeting or performing related duties as members of that Committee.

## 21.3 Unsafe Work Conditions

No Employee shall be disciplined for refusal to work on a job which in the opinion of:

- (a) A member of a safety committee; or
- (b) A person designated by a safety committee; or
- (c) A safety officer

after an on-site inspection and following discussion with a representative of the Employer, does not meet the standards established pursuant to the *Workers' Compensation Act*.

## 21.4 Injury Pay Provision

An Employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of their shift without deduction from sick leave.

## 21.5 Transportation of Accident Victims

At the time of the occurrence of the accident, transportation to the nearest physician or hospital for Employees requiring medical care as a result of an on-the-job accident and return transportation to the Employee's home or place of work, shall be at the expense of the Employer.

## 21.6 Pollution Control

The Employer and the Union agree to limit all forms of environmental pollution.

## 21.7 Investigation of Accidents

The Occupational Health and Safety Committees, as provided in Article 21.2, shall be notified of each accident or injury and shall investigate and report to the Union and the Employer on the nature and cause of

the accident or injury. In the event of a fatality the Employer shall immediately notify the President of the Union of the nature and circumstances of the accident.

#### 21.8 Industrial First Aid Requirements

- (a) The Union and the Employer agree that First Aid Regulations made pursuant to the *Workers' Compensation Act* shall be fully complied with.
- (b) Where the Employer requires an Employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Industrial First Aid Certificate shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.
- (c) An additional payment shall be granted to such Employees on the basis of the type of Industrial First Aid Certificate they possess as follows:

Industrial First Aid Certificate, Level 3 - \$85 per month  
Industrial First Aid Certificate, Level 2 - \$65 per month  
Industrial First Aid Certificate, Level 1 - \$50 per month

#### 21.9 Occupational Health and Safety Courses

There shall be established a joint committee composed of three (3) representatives of the Employer and three (3) representatives of the Union. The Committee, in consultation with the Workers' Compensation Board, shall develop a training program for Occupational Health and Safety Committee members dealing with the objectives and duties of Occupational Health and Safety Committees.

#### 21.10 First Aid

In addition to the requirements of the Workers' Compensation Board, wherever three (3) or more Employees are required to work in an isolated location, one (1) of the Employees shall, whenever possible, hold a valid Industrial First Aid Certificate.

#### 21.11 Pay Provisions

An Employee who serves on a Safety and Health Committee shall receive their regular rate of pay for investigating safety matters at any time in accordance with Article 21.2.

#### 21.12 Safety Equipment

The Employer shall supply all safety equipment required for the job under the Workers' Compensation Board Regulations.

#### 21.13 Emergency Survival Techniques

The Employer shall provide courses or valid instructional materials which teach essentials of emergency survival techniques for all Employees who are required to work under isolated field conditions or camp situations. Such courses or instructional material are to be provided for all regular and temporary Employees prior to commencement of their field assignments.

ARTICLE 22 - TECHNOLOGICAL CHANGE

22.1 Definition

"Technological change" means:

- (a) the introduction by an Employer of a change in their work, undertaking or business, or a change in their equipment or material from the equipment or material previously used by the Employer in their work, undertaking or business; or
- (b) a change in the manner an Employer carries on their work, undertaking or business related to the introduction of that equipment or material.

22.2 Notice and Bargaining

Where the Employer intends to make a technological change that:

- (a) Affects the terms and conditions or security, of employment of a significant number of Employees to whom the Collective Agreement applies; and
- (b) Alters significantly the basis upon which the Collective Agreement was negotiated.

It shall give sixty (60) days' notice in writing to the Employees' bargaining agent of the technological change, and the Employer and the Employees' bargaining agent shall, within fourteen (14) days of the date of notice, commence collective bargaining for the purpose of reaching agreement as to the adjustment to the effects of the technological change and in what way, if any, the Collective Agreement should be amended.

22.3 Reference to Arbitration

All disputes arising in relation to adjustment to technological change shall be finally and conclusively settled without stoppage of work by arbitration set up in accord with Article 8 of the Agreement.

22.4 Arbitration Board Powers

The Arbitration Board has the powers contained in Sections 92 to 98 of the *Labour Relations Code*.



ARTICLE 23 - CONTRACTING OUT

The Employer agrees not to contract out any work presently performed by Employees covered by the Agreement which would result in the laying off of such Employees.

## ARTICLE 24 - HEALTH AND WELFARE

## 24.1 Basic Medical Insurance

All regular Employees may choose to be covered by the medical plan for which the British Columbia Medical Plan is the licensed carrier. Benefits and premiums shall be in accordance with the existing policy of the plan. The Employer will pay one hundred percent (100%) of the regular premium.

## 24.2 Extended Health Care Plan

The Employer shall pay the monthly premium for regular Employees entitled to coverage under a mutually acceptable extended health care plan, subject to a lifetime maximum of two hundred and fifty thousand dollars (\$250,000). Effective June 1, 2020, the lifetime maximum will be unlimited. Coverage for emergency out of province coverage will be at one hundred percent (100%). Out of province coverage has an unlimited lifetime maximum.

## 24.3 Dental Plan

The Employer shall pay the monthly premium for Employees entitled to coverage under a mutually acceptable plan which provides:

- (a) Plan A – one hundred percent (100%) coverage;
- (b) Plan B – sixty-five percent (65%) coverage;
- (c) Plan C – sixty percent (60%) coverage.

An Employee is eligible for orthodontic services under Plan C after twelve (12) months' participation in the plan. Orthodontic services are subject to a lifetime maximum payment of two thousand one hundred and sixty dollars (\$2,160) per patient. Effective June 1, 2020, the lifetime maximum payment for orthodontic services will increase to three thousand five hundred dollars (\$3,500) per patient.

## 24.4 Group Life

- (a) The Employer shall provide a mutually acceptable Group Life Plan with benefits equivalent to twice an Employee's annual salary, (for Employees aged under 45, three (3) times the Employee's annual salary) with a sixty thousand (\$60,000) dollar minimum. The Employer shall pay one hundred percent (100%) of the premium on the sixty thousand dollar (\$60,000) base and the Employee shall pay the premium for any insurance over sixty thousand dollars (\$60,000).
- (b) Employees shall, as a condition of employment, enrol in the Group Life Plan and shall complete the appropriate payroll deduction authorization forms.
- (c) In addition to (a), the Group Life Plan shall include the following provisions for Accidental Death and Dismemberment:
  - (1) Accidental Dismemberment:
    - (i) loss of both hands, both feet or both eyes - the principal sum;
    - (ii) loss of one hand and one foot - the principal sum;
    - (iii) loss of one hand and one eye or one foot and one eye - the principal sum;
    - (iv) loss of speech & hearing - the principal sum;
    - (v) loss of one arm or one leg - three-quarters ( $\frac{3}{4}$ ) of the principal sum;
    - (vi) loss of one hand, one foot or one eye - two-thirds ( $\frac{2}{3}$ ) of the principal sum;
    - (vii) loss of speech or hearing - one-half ( $\frac{1}{2}$ ) of principal sum;
    - (viii) loss of thumb and index finger of one hand - one-third ( $\frac{1}{3}$ ) of principal sum;
    - (ix) loss of hearing in one ear - one-sixth ( $\frac{1}{6}$ ) of principal sum;
    - (x) loss of use of both arms or both hands - the principal sum;
    - (xi) loss of use of one arm - three-quarters ( $\frac{3}{4}$ ) of principal sum;

- (xii) loss of use of one hand - two-thirds ( $\frac{2}{3}$ ) of principal sum;
  - (xiii) paraplegia (total paralysis of both lower limbs) - the principal sum.
- (2) Accidental Death

Full twenty-four (24) hour Accidental Death coverage equivalent to coverage under the Group Life Plan.

#### 24.5 Employment Insurance

Employment Insurance coverage will be provided during the life of this Agreement for regular and temporary Employees who would, if employed by a private Employer, be eligible for such coverage under the provisions of the *Employment Insurance Act*.

#### 24.6 Medical Examination

Where the Employer requires an Employee to submit to a medical examination or medical interview, it shall be at the Employer's expense and on the Employer's time, other than a medical examination required under Appendix A: Section 1.4.

#### 24.7 Employee and Family Assistance Program

The Employer agrees to continue the existing Employee and Family Assistance Program for the duration of this Agreement and to extend this program to all members of the Bargaining Unit.

#### 24.8 Groups

For purposes of benefits plans, the total group covered by the plans, where advantageous, may include all persons in the employ of the Employer including excluded staff and those within any Bargaining Unit.

#### 24.9 Air Travel Insurance

Where Employees are required to travel by air on Employer business, and air travel insurance has not been automatically included in the ticket purchase, then receipts for air travel insurance (up to a maximum of three hundred thousand dollars (\$300,000) benefits) purchased specifically for that flight, shall be considered as part of the Employee's reimbursement expenses provided that air travel arrangements have been coordinated through the Office of the Associate Dean.

#### 24.10 Insurance Policies (Health and Welfare Plans)

- (a) A copy of the insurance policies with the carriers for the Extended Health Care, Dental, LTD and Group Life Plans shall be sent to the President of the Union.
- (b) The negotiated plans shall form a part of this Agreement.
- (c) The Employer will consult the Union before developing any pamphlet explaining the highlights of the plans for distribution to Employees. The cost of such a pamphlet shall be borne by the Employer.
- (d) In the event that the Employer initiates a change in the master contract carriers during the life of this Agreement, it shall so advise the Union. The Employer agrees that the benefit levels outlined in the master contracts will not be altered or reduced without the consent of the Union.
- (e) Extended Health and Dental plan provisions are to be made available to a same sex partner of an Employee as long as the relationship between these two individuals meets the same criteria of

*"common law spouse"* as defined by the benefit plan carriers.

## ARTICLE 25 - WORK CLOTHING

## 25.1 Protective Clothing

If a particular type of work clothing or special apparel is required by the nature of the Employee's job, such clothing or apparel shall be provided by the Employer.

Effective the signing date of this Agreement, Employees who in the normal course of performing their duties are required by the Employer to wear safety boots, shall be entitled to a boot allowance of up to one hundred sixty dollars (\$160) every two (2) years for the replacement or refurbishment of safety footwear, upon producing a receipt of purchase. Effective June 1, 2020, the boot allowance will increase to two hundred seventy five dollars (\$275) every two (2) years.

## 25.2 Uniforms

- (a) Where the Employer requires the Employee to wear distinctive or identifying clothing, the Employer shall provide such clothing.
- (b) Female Employees required to wear uniforms shall be provided with appropriately tailored pant suits at the Employee's request.
- (c) Changes in the uniform style or colour shall be made only after consultation between the Parties.

## 25.3 Union Label

All uniforms and clothing issued by the Employer shall, wherever possible, be Union made and bear a recognized Union label.

## 25.4 Maintenance of Work Apparel

The Employer shall be responsible for the laundering, dry cleaning and maintenance of all apparel supplied by the Employer. Where an Employee is required to maintain, clean or repair the uniform or clothing issued, the Employee shall receive an allowance of ten dollars (\$10) per month for such maintenance cleaning and repair.

## 25.5 Lockers

Where Employees are required to change their uniforms in the course of their normal duties, and where space is available, lockers which can be locked, shall be provided.

## ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES

## 26.1 Equal Pay

The Employer shall not discriminate between male and female Employees by employing a person of one sex for any work at a rate of pay that is less than the rate of pay at which a person of the other sex is employed for similar or substantially similar work.

## 26.2 Paydays

- (a) Employees shall be paid biweekly (Fridays).
- (b) When a payday falls on an Employee's rest day, the Employer agrees to issue the Employee's paycheque on the last shift worked prior to the payday, provided the cheque is available.
- (c) If the cheque is not available on the payday, the Employer shall arrange for the Employee to be provided with an adequate advance on their salary.
- (d) The distribution of paycheques shall be done in such a manner that the details of the paycheque shall be confidential.
- (e) Employees shall be required to provide the Employer with written authorization to electronically deposit their cheque to any chartered bank or credit union in the Province of British Columbia.

## 26.3 Rates of Pay

The Parties agree that during the life of the renewed Collective Agreement (April 1, 2019 to March 31, 2022), salary adjustments shall be made in the following manner:

## (a) Salary Rate Upon Employment

The hiring rate of pay for a new Employee shall not be higher than the rate of pay for an existing Employee in the same classification with similar work experience, training and education.

Nothing in this Agreement shall prevent an Employee from being hired above the Employee's minimum rate, to a maximum of the seventh step of the range.

All selection committees will be required to use the BCGEU Faculty Initial Placement Criteria form when hiring Employees in the Bargaining Unit (see Letter of Understanding 17 – Initial Placement Forms).

## (b) Increments

Subject to the other provisions of this Agreement, a regular Employee will advance one step on the Salary Schedule on the Employee's increment date.

For regular Employees, a one-step increase within the salary range shall become effective as of the first day of May or the first day of November as the case may be. Where the anniversary date of an initial appointment falls between January 1 and June 30, the date of the increment increase will be May 1, and where between July 1 and December 31, the date of the increment increase will be November 1.

Where a regular Employee has worked less than eight (8) months in the twelve (12) months

immediately preceding their increment date, they shall have their increment delayed to the next biannual increment date.

Any absence from duty with pay shall not result in a delay in the increment.

The increment date shall not be delayed for such periods during leave of absence without pay when on an assignment related to the Employee's assignment and when so approved at the time the leave was granted.

The increment date cannot be advanced.

An Employee must complete the Ministry of Advanced Education's "*Provincial Instructor Diploma*", or equivalent appropriate career requirement for the classification as assessed by the Employer, in order to advance to the eighth step of the range. An Employee who has thereby had the eighth step of the range withheld, shall be granted the eighth step of the range on the next biannual increment date following completion of the Provincial Instructor Diploma Program.

Where an Employee is prevented from attending the Provincial Instructor Diploma Program as a result of operational or other action taken by the Employer, the Employee will advance to the next biannual increment according to their anniversary date, however, the Employee must subsequently attain the Provincial Instructor Diploma in order to advance to subsequent increments.

Service as a temporary Employee cannot be used for increment purposes and a temporary Employee is not eligible for increments.

#### 26.4 Substitution Pay

When an Employee temporarily substitutes in, or performs the principal duties of a higher-paying position, they shall receive the rate for the job, where a single rate is established. If a salary range is established, they shall receive the minimum rate of the new salary range or the rate in the new salary range which is the closest step to eight percent (8%) above their current rate, whichever is greater, but not more than the top of the new salary range. Employees on sick leave, special leave, or any other paid leave of absence will be entitled to the basic rates of pay they received prior to substituting in a higher position.

Substitution pay is not payable when an Employee has not been designated by the Employer to substitute, or where an Employee's current position normally requires periodic substitution in the higher position as defined in the functional job description.

#### 26.5 Rate of Pay on Reclassification or Promotion

- (a) When an Employee is promoted or reclassified to a higher-paying position in the salary schedule, the Employee will receive the rate for the position if a single salary, or, in the case of positions on a salary range, will receive the rate in the salary range which is the closest step to eight percent (8%) above their previous rate, or the minimum of the new range, whichever is greater, but not more than the top of the new salary range.
- (b) The above does not apply to new classifications established pursuant to Article 28.3.

#### 26.6 Pay on Temporary Assignment

A regular Employee temporarily assigned by the Employer to a position with a rate of pay lower than their regular rate of pay shall maintain their regular rate of pay.

## 26.7 Reclassification of Position

- (a) An Employee shall not have their salary reduced by reason of a change in the classification of their position that is caused other than by the Employee.
- (b) Any Employee whose salary has been protected by a provision of any Component Agreement at anytime before July 31, 1977, or whose salary has been protected by any Agreement between the Employer and the Union since July 31, 1977, or whose position classification is changed to one with a lower maximum salary through no fault of their own, shall receive fifty percent (50%) of the negotiated salary increase applicable to the Employee's new classification. Such Employee shall receive the full negotiated salary increase when the maximum salary of their classification equals or exceeds the salary which they are receiving.

## 26.8 Payment to Dependents on Death

- (a) Where an Employee dies while in the Employer's service, the following amounts shall be paid to the Employee's beneficiary as designated under the Group Life Plan, if any, or in the absence of such beneficiary, to the Employee's estate:
  - (1) if the Employee has completed one (1) continuous year in the Employer's service, one (1) month's salary;
  - (2) if the Employee has completed two (2) continuous years in the Employer's service, two months' salary;
  - (3) if the Employee has completed three (3) continuous years in the Employer's service, three (3) months' salary;
  - (4) if the Employee has completed four (4) continuous years in the Employer's service, four (4) months' salary;
  - (5) if the Employee has completed five (5) continuous years in the Employer's service, five (5) months' salary; or
  - (6) if the Employee has completed six (6) or more continuous years in the Employer's service, six (6) months' salary.
- (b) It is understood that this benefit is not payable in addition to that provided in Section 53 of the *Public Service Act*.

26.9 Retirement Allowance\*<sup>3</sup>

Upon retirement from service, an Employee who has completed twenty (20) years of continuous service, and who under the provisions of the *College Pension Act* is entitled to receive a superannuation allowance on retirement, is entitled to an amount to be paid by the Employer equal to their salary for one (1) month, and, for each full year of service exceeding twenty (20) years, but not exceeding thirty (30) years, is entitled to an additional amount equal to one-fifth (1/5) of their monthly salary.

## 26.10 Salary Rate on Demotion

When an Employee is demoted, the Employee shall receive the rate for the position of a single salary. If a salary range is established, the maximum reduction shall be the closest step to eight percent (8%), but where the differential between the Employee's salary before demotion and the maximum salary of the lower position is greater than eight percent (8%), the new salary shall be the maximum of the new position.

---

<sup>3</sup>\*It is understood that this benefit is not payable in addition to that provided by Section 49(2) of the Public Service Act.



## 26.11 Hourly, Daily and Partial Month Calculations

(a) *Interpretation and the Application of the Biweekly Pay System*

The formula for paying biweekly or hourly rates is as follows:

$$\frac{\text{Annual Rate}}{26.0892857} = \text{biweekly rate}$$

$$\frac{\text{Monthly Rate} \times 12 \text{ Months}}{26.0892857} = \text{biweekly rate}$$

$$\frac{\text{Biweekly Rate}}{60/70} = \text{hourly rate}$$

as applicable

The daily rate shall be determined by multiplying the number of regular scheduled hours in the Employee's daily shift by the hourly rate.

For the purposes of converting a biweekly rate to a monthly rate, the formula will be as follows:

$$\frac{\text{Biweekly rate} \times 26.0892857}{12}$$

When an article has a reference to payments at the "*end of the month following the month*" in which an event occurs, payment will be "*at the end of the second pay period following the pay period*" in which the event occurs.

Similarly, a reference to payments on specified dates will mean payment on the closest pay period payday to the specified date.

- (b) *Calculation of Pay* - Any Employee whose appointment spans a complete calendar month shall be paid the monthly rate. An Employee who starts and/or terminates employment during a month will be paid for that month a sum based on the current daily rate times the number of complete days for which pay is payable to that Employee in the month. Any deductions for periods of less than a calendar month will be made based on the daily rates. A deduction for a full calendar month will be made based on the monthly rate in accordance with Schedules A, B and C.
- (c) For the purposes of calculating severance pay pursuant to Article 12.5(a)(4) "*one-half (1/2) month's*" salary equals annual salary divided by 24.

## ARTICLE 27 - REIMBURSEMENT OF EXPENSES AND TRAVEL

## 27.1 Reimbursement of Costs

Employees required to travel on the Employer's business or Employees entitled to reimbursement of expenses shall be reimbursed as follows:

(a) *Meals:*

Effective April 1, 1991:

Breakfast	\$7.55
Lunch	\$10.50
Dinner	\$15.10

(b) *Lodging* - Actual cost, based on receipts.(c) *Fares* - Reasonable actual cost (normally based on economy air fare) with receipts.

An Employee going on authorized travel will be provided with an adequate travel advance, upon request.

The Institute agrees to continue its current practice with respect to the payment of meal allowances for Employees.

## 27.2 Type of Accommodation

It is agreed and understood that where the Employer supplies lodging using community services that, whenever possible, the Employee will be entitled to single accommodation and that the sharing of the room with other Employees will not be required except under unusual circumstances, such as where sufficient accommodation is not available. Where the Employee is sharing their accommodation with persons other than Employees entitled to lodging, or where the Employee is using accommodation in excess of single accommodation, the Employee will be responsible for all lodging costs in excess of single accommodation.

## 27.3 Temporary Assignment Travel

When an Employee is assigned temporarily to a work site within the Province that is so far removed that they are unable to return to their designated headquarters at the end of each workday, the following conditions shall apply:

## (a) Travel between their place of temporary accommodation and the work site shall be considered as time worked.

## (b) Employees shall be provided with return economy air fare in order to allow them to return to their place of residence and return to the work site at the end of each workweek on the Employee's time.

Employees who choose not to return to their place of residence shall not receive the return air fare.

## (c) This article does not apply to Employees who participate in the Employer's training programs as a condition of employment.

(1) in-service Employees participating in such training programs shall be afforded the opportunity of returning to their headquarters for a weekend at the end of a two (2) week period at the Employer's expense;

(2) travel shall be on the Employee's time and accommodation expenses for the weekend period, if any, shall be the Employee's responsibility. The Employer shall determine the mode of

transportation to be taken by the Employee.

#### 27.4 Travel Conditions

- (a) Employees required to travel outside the Province shall be reimbursed for receipted expenses incurred in the course of their duties. Receipts shall not be required for expense categories currently paid without receipt within British Columbia. Types and amounts of receipted expenses that will be reimbursed outside the Province will be pre-authorized.
- (b)
  - (1) Employees will be provided reasonable stopover time where required, in view of fatigue occasioned by international travel;
  - (2) guidelines shall be established by the Labour/Management Committee.
- (c) Hours of work for Employees on travel shall not be more than seven (7) hours per day exclusive of meal periods, or not more than seventy (70) hours per two (2) week period, except that working hours need not be prescribed within set periods on the clock but should meet the requirements of the assignments.

#### 27.5 Recreational Use of Employer's Vehicles and Communication Facilities

It is the intent of the Employer that, where Employees are required to obtain accommodation at a point distant from their place of residence they will be permitted reasonable personal use of an Employer's vehicle, if available, during their non-working hours.

The Employer recognizes the frequent isolation of some of the Employees as a result of the nature and location of the Employer's operations. The Employer, therefore, agrees to permit reasonable personal use by Employees of the communication facilities at the work site.

#### 27.6 Vehicle Allowance

An Employee shall be reimbursed for use of vehicle on the Employer's business when required to use the Employee's vehicle in the performance of the Employee's duties. The payment shall cover distance to and from the Employee's place of residence when the Employee is required to have their vehicle at work for use in the performance of duties. The rate of reimbursement shall be: effective the signing date of this Agreement, thirty-two cents (32¢) per kilometre or fifty-one cents (51¢) per mile.

#### 27.7 Hosting Expenses

Where Employees have guest speakers, recruiting officers, consultants, community relations personnel, or other non-service personnel at their work place in the course of their duties, they shall, subject to prior approval, be reimbursed for reasonable expenses upon production of receipts.

#### 27.8 Expenses Within Headquarters Area

An Employee in performing their duties within their headquarters area may claim unusual and/or extraordinary out-of-pocket expenses, subject to approval by the Employer.

It is agreed that payment for out-of-pocket expenses is intended to include payment for meals where the situation warrants. It is not the intention to pay meal allowances where the Employee can be reasonably expected to provide their own meal.

### 27.9 Late Night Transportation

An Employee required to work other than the Employee's normal working hours and who must travel to or from home between 11:00 p.m. and 6:00 a.m., shall be reimbursed for the actual cost of commercial transportation upon presentation of a receipt.

### 27.10 Relocation Expenses

Regular Employees who have to move from one (1) geographic location to another after winning a competition or at the Employer's request, shall be entitled to relocation expenses in accordance with the agreed upon established regulations. This provision will also apply to temporary Employees who have completed two hundred (200) days within a fifteen (15) month period.

### 27.11 Telephone Allowance

Employees on travel status who are required to obtain overnight accommodation shall be entitled to claim for one (1) fifteen (15) minute telephone call home to or within British Columbia, for the first night away and then for every three (3) consecutive nights away thereafter.

### 27.12 Vaccinations/Inoculations

Employees on Employer business outside of Canada should be reimbursed for the cost of vaccinations/inoculations not covered by B.C. Medical but that are recommended by their family physician or requested by immigration authorities.

## ARTICLE 28 - CLASSIFICATION AND RECLASSIFICATION

## 28.1 Classification Specifications

The Employer agrees to supply the President of the Union or their designate with the classification specifications for those classifications in the Bargaining Unit.

## 28.2 Job Evaluation Plan

- (a) The Employer agrees that no job evaluation plan pertaining to positions covered by this Agreement will be introduced without the mutual agreement of the Parties.
- (b) To facilitate the orderly introduction or change in job evaluation plans, a Joint Job Evaluation Committee shall consist of an equal number of representatives of each Party.
- (c) The Committee shall formulate the job evaluation plans used within the Bargaining Unit and shall make joint recommendations to the Bargaining Principals for ratification.
- (d) The Committee may direct the formation and establish the terms of reference of subcommittees to undertake the mechanics of any study approved by this Committee.
- (e) Introduction and establishment of mutually agreed-upon job evaluation plans shall be subject to mutual agreement as to timing, in conjunction with Article 28.3.
- (f) The Employer may update classification standards where it does not change the relative value of a classification or impact on a classification series. When revised classification standards are issued by the Employer, copies will be filed with the President of the Union.
- (g) The Committee shall review any legislation enacted by the Government of British Columbia specific to pay equity that affects the Bargaining Unit, and shall recommend to the Labour/Management Committee the means of implementing such legislation for the Bargaining Unit.

## 28.3 Classification and Salary Assignments

When a new or substantially altered classification covered by this Agreement is introduced, the rate of pay shall be subject to negotiations between the Employer and the Union. If the Parties are unable to agree on the rate of pay for the new or substantially altered classification, within ten (10) days of their first meeting or such other period as agreed by the Parties, the Employer may implement the classification and attach a salary. The matter may then be referred to a board of arbitration pursuant to Article 8 of this Agreement. The new rate of pay shall become effective on a date agreed upon by the Parties or as determined through the arbitration process.

## 28.4 Classification Appeal Procedure

An Employee shall choose the right to appeal the classification of the position they occupy through the Union. The contents of this article are subject to appeal and adjudication through the arbitration procedure in Article 8 of this Agreement.

- (a) If an Employee believes that the position they occupy is improperly classified, they shall discuss the classification or grade with their immediate supervisor.
- (b) The supervisor shall, upon request, provide the Employee with a written statement of duties and

responsibilities.

- (c) Upon request, the Employee and their immediate supervisor shall discuss this statement by comparison with the classification specification(s).
- (d) If there is a dispute between the supervisor and an Employee concerning the classification or grade of the position they occupy, or if the Employee believes there is a conflict between their classification specification and the statement of duties, the Employee may request a review to be performed by the Manager, Advisory Services or their designate.
- (e) The Manager, Advisory Services or their designate shall render a decision pursuant to Article 28.4(d) within thirty (30) days of receipt of the request.
- (f) The Employee may be required to complete a Job Description Questionnaire to assist in this review. The Employee may request and receive a full explanation of the decision of the Manager, Advisory Services.
- (g) The Employee shall, if a dispute still exists, have the right to appeal the decision of the Manager, Advisory Services, to arbitration pursuant to Article 8 of this Agreement.
- (h) If a change in classification is made, any change in the rate of pay shall be effective the date the request was submitted to the Manager, Advisory Services.

#### 28.5 Elimination of Present Classification

The Employer agrees to consult with the Union prior to the elimination of any classification included in this Agreement.

## ARTICLE 29 - LABOUR/MANAGEMENT COMMITTEE

## 29.1 Establishment of Labour/Management Committee

There shall be established one Labour/Management Committee composed of members equal in number, represented by the Employer and the Union. The minimum size of this Committee shall be two (2) Union representatives and two (2) Employer representatives, and the maximum size shall be four (4) Union representatives and four (4) Employer representatives. This Committee may call upon additional persons for technical information or advice. The Committee may establish subcommittees or ad hoc committees as it deems necessary and shall set guidelines and operating procedures for such committees.

## 29.2 Meetings of Committees

The Committee shall meet at least once every sixty (60) days or at the call of either Party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this Committee.

## 29.3 Chairperson of Committee

An Employer representative and a Union representative shall alternate in presiding over meetings.

## 29.4 Responsibilities of Committee

The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.

The Committee shall have the power to make recommendations to the Union and the Employer on the following general matters:

- (a) Reviewing matters, other than grievances, relating to the maintenance of good relations between the Parties;
- (b) Correcting conditions causing grievances and misunderstanding.

**ARTICLE 30 - SECONDMENT****30.1 Definition**

A process by which the Employer may assign an Employee to another agency, board, society, commission, or Employer not subject to this Agreement.

**30.2 Notice of Secondment**

The Employer agrees to make every effort to provide an Employee with four (4) weeks' written notice of secondment. Where possible, the written notice of secondment shall indicate the term of secondment.

**30.3 Provisions of BCGEU Agreements to Apply**

The provisions of the applicable current Union/Employer Collective Agreement will apply to seconded Employees. The agency, board, society, commission, or Employer to which the Employee is seconded will receive written notice of this Article and will be provided with copies of the Agreement.

**30.4 Employer's Representative Designated to Handle Grievances at the Second Step**

The Employer will inform the Employee of the Employer's representative designated to handle grievances at the second step. Where a seconded Employee has a grievance, the Employee will discuss the grievance with their supervisor. Failing resolution, the Employee may submit a written grievance, through a steward nominated by the Union, to the second step of the grievance procedure.



## ARTICLE 31 - TEMPORARY EMPLOYEES

## 31.1 Temporary Employees

- (a) All appointments shall be made to regular status except those appointed as a temporary (see Definition 5 - Employee).
- (b) An Employee appointed as a temporary under this Article who accrues four and one-half (4½) calendar months (97.875 days) over a seven (7) calendar month period (152.25 days) will be appointed as a regular Employee.
- (c) Temporary Employees who accept appointments which will result in their attaining regular Employee status by virtue of Article 31.1(b), will receive a letter of appointment from the Institute:
  - (1) confirming their date of regularization, and
  - (2) confirming the date upon which their appointment will end. This shall serve as the temporary Employee's notice of layoff. The provisions of Articles 12.2 and 12.4 shall have no application in these circumstances.
- (d) A temporary Employee receiving notice pursuant to (c)(2) above shall, upon the completion of that temporary appointment, be considered to be a regular Employee on recall.
- (e) Nothing in this article shall be construed to mean that an Employee under the above terms shall have an automatic right to a regular position other than by the posting procedure or the terms of 31.1(b).

## 31.2 Temporary Employees - Vacation

Temporary Employees referred to in this Article shall receive a letter of appointment stating the terms and conditions of employment. They shall receive vacation pay of six percent (6%) and statutory holidays in accordance with applicable legislation or Article 16.1. Temporary Employees shall receive compensation for paid holidays pursuant to Article 16.7.

## 31.3 Temporary Employees – In-Service Applicants for Postings

Employees appointed under 31.1 above shall be considered as in-service applicants for the purposes of "postings" when they have accumulated one hundred twenty (120) days' service seniority within a twelve (12) month period.

## 31.4 Temporary Employees – Available Benefit Plans

Persons hired under the terms of 31.1 above may opt into the benefit plans available to regular Employees provided they are employed for a period in excess of twenty-nine (29) continuous days.

## 31.5 Temporary Employees - Seniority

- (a) For the purpose of this Article, service seniority shall mean the length of service as a temporary Employee of the Institute.
- (b) For the purpose of layoff and recall, a temporary Employee who has worked in excess of thirty (30) days shall accumulate service seniority within a program.

Upon completing thirty (30) working days (straight-time shifts), a temporary Employee's seniority shall include the accumulated thirty (30) working days.

- (c) Subject to Article 31.6 of this Agreement, an Employee shall retain their service and classification seniority if they are transferred by the Employer from one seniority unit to another.
- (d) The Employer shall maintain a separate service seniority list of all temporary Employees by program. An up-to-date temporary service seniority list shall be sent to the President of the Union within sixty (60) days of the signing of the agreement and prior to the expiry of the agreement.

### 31.6 Temporary Employees - Loss of Seniority

A temporary will lose their service and classification seniority when:

- (a) they are terminated for just cause;
- (b) they voluntarily terminate or abandon their position;
- (c) they are on layoff for more than six (6) months;
- (d) they are unavailable or declines two (2) offers of re-employment in which the duration and nature of work is reasonably similar to that which they carried out prior to layoff;
- (e) they become a regular.

### 31.7 Temporary Employees - Layoff and Recall

- (a) Layoff of temporary Employees shall be in reverse order of service seniority within a program.
- (b) Temporary Employees on layoff shall only be recalled after regular Employees in order of service seniority within the department provided the temporary Employee has the necessary skills, abilities and qualifications to carry out the work which is available.

Upon completion of temporary or CE/IS work and for the purposes of Article 31.6(c), they shall re-establish their right to a further six (6) months of recall.

- (c) Notwithstanding 31.7(a), temporary Employees hired for seasonal work or a term certain shall be laid off upon completion of the season or term and shall be subject to recall procedures in accordance with 31.7(b).
- (d) Temporary Employees hired for special projects, as mutually agreed between the Employer and the Union, or temporary Employees hired under the auspices of the Ministry of Labour's Special Employment Programs, shall be considered terminated for cause in accordance with Article 31.6(a) of this Agreement upon completion of their project or program.

### 31.8 Temporary Employees – Article Exceptions

Except as otherwise noted in this Article, the provisions of Articles 10, 12, 17, 18, 20 and 24 of this Agreement do not apply to temporary Employees.

ARTICLE 32 - CONTINUING EDUCATION/PART-TIME STUDIES/INDUSTRY SERVICES  
(CE/PTS/IS) PROGRAMS AND COURSES

32.1 Definitions

- (a) *"Continuing Education/Part-time Studies/Industry Services Employee"* – a faculty member hired to teach courses within the terms and conditions set out in Article 32.
- (b) Industry Services programs and courses are those Vocational training activities which provide a variety of customized educational services to individual Employers and organizations on a client-demand basis. The work in providing these services is cost recoverable within a contractual framework between the Institute and the client. Industry Services training and related work is delivered at a site usually specified by the client, Employer or organization. Industry Services training and related work may be delivered at a campus site of the Institute.
- (c) Continuing Education/Part-Time Studies programs and courses are those vocational programs which are not part of the regular, on-going, full-time programming. CE/PTS programs and courses are generally offered on a term basis with a set number of hours and duration less than full-time programming. As part of the Institute's educational service to the public, these programs and courses are usually delivered on campus outside the first shift hours.

32.2 General Conditions

- (a) Faculty hired to teach CE/PTS/IS programs and courses shall be appointed and employed within the terms and conditions as set out in this Article.
- (b) All Employees who teach CE/PTS/IS programs and courses shall, as a condition of employment, become members of the B.C. Government and Service Employees' Union and have dues deducted on the basis of all hours worked in accordance with Articles 3 (Union Security) and 4 (Check-off of Union Dues).
- (c) Regular and temporary faculty who are interested in an opportunity to teach CE/PTS/IS programs and courses must register with the appropriate Associate Dean by providing a resume outlining training, education, experience and area of specialization.
- (d) Faculty, whether employed full-time or on layoff, who have applied in accordance with (c) above, shall be given right of first refusal to instruct these programs and courses within their current, or if on layoff, their last designated headquarters provided they have the necessary skills, abilities and qualifications to perform the work.
- (e)
  - (1) Regular faculty, faculty on layoff, and faculty hired to teach Industry Services courses shall be paid in accordance with rates identified in Schedules A, B and C.
  - (2) Regular faculty, faculty on layoff, and faculty hired to teach CE/PTS programs and courses shall be paid for such work at one and one-half (1½) times their current straight-time rate in accordance with rates identified in Schedules A, B and C.

For the purpose of this Article only, two hundred and forty (240) hours of CE/PTS teaching experience is equivalent to one (1) year of teaching experience.

- (f) A regular or temporary faculty member working on a full-time basis will not instruct more than six (6) hours of Continuing Education courses per week.

- (g) Industry Services programs and courses offered to faculty who are employed full-time or on layoff may be scheduled on a flex-time basis.
- (h) For the purpose of this article, flex-time means the hours worked by an Employee or a group of Employees who are given the authority to:
  - (1) set their starting and finishing times; and
  - (2) set their length of workday within a stated maximum number of hours, subject to meeting the requirements of the Industry Services contract through a biweekly averaging period.
- (i) An Employee hired to teach CE/PTS/IS programs and courses shall be deemed terminated for the purposes of that assignment upon completion of the specific assignment.
- (j) A regular or temporary Employee who is on layoff and who undertakes a CE/PTS/IS assignment shall accrue seniority for all hours worked for the purposes of the application of Articles 11.1, 12.6(a), 31.3 and 31.7(b).
- (k) A CE/PTS/IS Employee shall receive a letter of appointment stating the terms and conditions of employment. They shall receive vacation pay calculated at four (4) per cent of gross earnings for the period of the assignment. Such vacation pay shall be pro-rated and paid out during each pay period.
- (l) CE/PTS/IS Employees shall be paid on a biweekly basis. The cheque will be issued no later than the end of the pay period following the biweekly pay period worked.
- (m) Except as otherwise noted, the provisions of Articles 1, 2, 3, 4, 6, 7, 8, 9, 21, 25, 26.1, 27, 28, 29, 33, 34 and Schedules A, B and C shall apply to faculty hired to teach CE/PTS/IS programs and courses.
 

In respect of the above, the specific provisions of Articles 2.6, 2.10, 9.9, 27.3, 27.4, 13.22, 27.9, 27.10, 28.4, 33.1, 33.2, 33.3, 33.5, 33.6, 33.8, 33.10, 33.12, Transfer Regulations and Appendix "A" including Part III shall not apply to faculty hired to teach CE/PTS/IS programs and courses.
- (n) In the event that extraordinary circumstances arise affecting the application of this article, the matter shall be referred to the Labour/Management Committee for resolution.
- (o) Where Employees have accepted Industry Services work that is to be delivered at a client-specified site other than a campus site of the Institute, travel to and from that site shall be at straight-time rates.

The provisions of this section shall not be construed so as to limit the rights of regular or temporary Employees on layoff.

### 32.3 Transition of Programs and Courses

Where CE/PTS/IS programs and courses are on-going on a full-time continuing basis, so that eighteen (18) months of instruction and delivery of the programs occur in a twenty-four (24) month period, the Labour/Management Committee shall meet to review specific courses and programs and make recommendations to the Dean of the School to designate the program(s) as part of the Institute program profile. If the recommendation is accepted by the Dean of the School, the program(s) shall then be placed in an appropriate department pursuant to Schedule E, Part II. When this occurs, the provisions of Article 32 shall no longer apply to those specific programs. All other provisions of the Agreement shall then apply.

## ARTICLE 33 – DEPARTMENT HEADS

- 33.1 The positions of Department Heads may be established at the Institute's sole discretion to provide leadership and to facilitate learning and instruction in the assigned area. However, the Institute agrees to maintain and continue the position of Department Head for each department unless there are demonstrable reasons for discontinuing the position(s). These positions shall be filled by Employee(s) who hold full-time, continuous faculty positions. It is the Institute's expectation that a Department Head will normally instruct a minimum of twenty percent (20%) of a faculty member's student contact time.
- 33.2 The period of appointment for a Department Head will normally be for three (3) years. The process for selection of a Department Head will be by a competitive selection process. The Dean of the School will appoint a committee consisting of the appropriate Associate Dean, a faculty member from the relevant department, and one (1) faculty member from another trade department. The purpose of this Committee is to find the best qualified candidate within the department.
- 33.3 Normally, in order to perform the duties of Department Head, a minimum of twenty-five percent (25%) release time from instructional duties will be provided. For departments having four (4) to eight (8) faculty members a minimum of forty percent (40%) release time will be provided, and for departments having nine (9) or more faculty members the appointed Department Head will have a minimum of seventy-five percent (75%) release time. Nothing in this Agreement shall prevent a Department Head from filling-in, for a short period of time, for a faculty member who is, for example: ill; attending an Educational Council; or an Articulation; or safety meeting.
- 33.4 Department Heads shall be paid a stipend pursuant to Schedule A of the Collective Agreement, in addition to their regular pay. The stipend shall be paid during the period of appointment as a Department Head.
- 33.5 Department Head Search Process

When it has been established that a Department Head vacancy exists, the search process below shall be followed:

- (a) the responsible Associate Dean informs the applicable department of the opening, and will endeavour to do so at least thirty (30) days before the start date of the new appointment;
- (b) the Department reviews the requirements, the terms of reference, duties and special requirements of the Department Head (the Associate Dean collects the information for the Search Committee);
- (c) the Associate Dean announces the competition and posts the vacancy;
- (d) the Dean appoints the Search Committee. (The Department chooses their representative by secret ballot and submits the name of their chosen representative to the Dean. All Employees in the Department are eligible to vote.) The chosen person must understand and be apprised of all of the issues and concerns of the Department. The Dean appoints the third person from another department and confirms the appointments to the Search Committee;
- (e) the Associate Dean arranges the interviews of all candidates;
- (f) the results are finalized by the Search Committee;
- (g) the Search Committee makes recommendations to the Dean. If the Search Committee has not reached a consensus, then a minority report is to be submitted to the Dean within two (2) weeks of the Search Committee decision detailing the minority concerns;
- (h) the Dean shall make an offer to the faculty member;
- (i) the Department Head is appointed;
- (j) after one (1) year, the appointment will be reviewed/confirmed;

- (k) the additional two (2) year appointment shall be confirmed;
- (l) after three (3) years, the needs of the position will be reviewed and Article 33.2 applies.

### 33.6 Department Heads' Job Description

#### FUNCTION

The primary responsibility of the Department Head is to provide leadership and to facilitate learning and instruction in the assigned area. In addition, the Department Head represents the interests of the department and department staff in relevant operational and educational matters. The Department Head provides team leadership with the objectives that course and program curricula meet the department's goals in accordance with the mission and objectives of the School and the Institute.

#### SPECIFIC ACCOUNTABILITIES

- (a) Leadership
  - (1) Encourages a positive work environment.
  - (2) Fosters teamwork within the department/program area.
  - (3) Ensures faculty members are aware of BCIT Policies & Procedures as related to their job.
  - (4) Communicates any changes / revisions in policies / procedures to the faculty members.
- (b) Teaching Excellence
  - (1) Ensures that new faculty members receive support through coaching and mentoring.
  - (2) Ensures that all new students receive a student orientation package.
  - (3) Ensures that student orientation packages are maintained and updated, as required.
  - (4) Encourages use of appropriate teaching and learning activities.
- (c) Administration
  - (1) Meets with the Associate Dean to provide input into the Training Plan and staffing thereof.
  - (2) Meets with the Associate Dean, after consultation with program staff, to provide input for the development of the department/program's annual operating and capital budgets in support of the approved training plan.
  - (3) Coordinates the preparation of class schedules and assignment of faculty members and support staff to efficiently accommodate the training plan.
  - (4) Coordinates leave schedules for program faculty and support staff in compliance with the respective Collective Agreement.
  - (5) Where applicable, may administer the department/program's supplies budget in accordance with the guidelines developed by the Dean and Associate Dean.
  - (6) Where applicable, may assume responsibility for reporting matters concerning the maintenance, repair and evaluation of equipment for the instructional program.
  - (7) Where applicable, assists in the provision of data and the compilation and preparation of reports as requested by the Dean and/or Associate Dean.
  - (8) Under the direction of the Dean and Associate Dean, ensures that staff and students are aware of their responsibilities for safe practices in accordance with Institute policies and Workers Compensation Board Regulations.
  - (9) Where applicable, provides input into the School's operating plan.
- (d) Course and Program Curriculum

- (1) Communicates to the Associate Dean the program staff views on the goals and objectives of the program and recommends to the Associate Dean an implementation plan for established goals and objectives for the program(s), supported by the Program Advisory Committee.
  - (2) Provides leadership so that course outlines and program curriculum, articulation and accreditation (where appropriate) meet the program's goals, and in consultation with the Department, makes recommendations to the Associate Dean for curriculum changes to ensure continued course and program integrity, quality and relevance to industry needs.
  - (3) Assists in the coordination of Part-Time Studies, Industry Services and Continuing Education. This could include, preparation of proposals, selection of faculty for curriculum development and/or delivery.
- (e) Staff Relations
- (1) Participates in department/program staff hiring and orientation
  - (2) Encourages the development and implementation of staff development plans.
  - (3) Reviews the student feedback form with the faculty members and provides guidance in accordance with the collective agreement and/or Labour/Management Committee.
  - (4) Convenes department/program faculty and staff meetings as frequently as deemed necessary.
  - (5) Supervising students for short periods of time, for a faculty member who is, for example: ill, attending Education Council, attending an articulation, or a safety meeting, or for any other situations that may occur during the course of an educational term.
- (f) Student Relations
- (1) Advises and participates in student recruitment where appropriate.
  - (2) Evaluates student requests for course credits, in accordance with BCIT policy.
  - (3) Provides advice and counsel for students as may be required.
  - (4) Reviews non-instructional info obtained through the student feedback process and make recommendations as appropriate.
- (g) External Relations
- (1) Where applicable, recommends to the Associate Dean members for the Advisory Committee(s), provides input for the agenda and attends regularly scheduled meetings.
  - (2) Liaises with industry and/or agencies to ensure the department/program gains recognition within the industry and to see that the curriculum reflects current industry practices.
  - (3) Encourages, through industry and professional contacts, material and financial support such as industry partnerships, product and equipment donations, scholarships, bursaries and awards.
  - (4) Maintains liaisons with potential employers.
  - (5) Liaises with peers in other educational institutes offering similar departments/programs (such as attendance at Articulation Meetings).
- (h) Internal Liaison
- (1) Maintains communication and consultation with related department/program and service areas.
  - (2) Makes necessary internal arrangements to access and to share needed services and facilities for department/program operation.
  - (3) Consulting with faculty, per e(4) above, coordinates the collection of feedback

from the members of the department(s)/program(s) regarding the operations of the department/program and provides faculty recommendations to the Associate Dean.

- (i) General
  - (1) Performs other related work as may be required in the operation of the department, where mutually agreed amongst the Associate Dean, the Dean, the Department Head and in Accordance with the Collective Agreement.
  - (2) May represent the institute in the Associate Dean's absence, when delegated.
  - (3) Refers faculty issues that may result in disciplinary action to the Associate Dean.



## ARTICLE 34 - GENERAL CONDITIONS

## 34.1 Parking

The Employer confirms that parking fees will not exceed five dollars (\$5) per Employee per month during the term of this Agreement, and that all Employees will have a parking space within a reasonable distance of their work assignment for their shift.

## 34.2 Tool Allowances

All matters with respect to the provision of tools and allowances shall be in accordance with the terms of this Agreement.

## 34.3 Comprehensive Insurance

The Employer agrees to provide comprehensive insurance covering tools, reference texts and instruments owned by the Employees and required to be used in the performance of their duties at the request of the Employer.

## 34.4 Indemnity

- (a) *Civil actions* - Except where a joint Union-Employer Committee considers that there has been flagrant or wilful negligence on the part of an Employee, the Employer agrees not to seek indemnity against an Employee whose actions result in a judgment against the Employer. The Employer agrees to pay any judgment against an Employee arising out of the performance of their duties. The Employer also agrees to pay any legal costs incurred in the proceedings including those of the Employee.
- (b) *Criminal actions* - Where an Employee is charged with an offence resulting directly from the proper performance of their duties and is subsequently found not guilty, the Employee shall be reimbursed for reasonable legal fees.
- (c) *Canada Shipping Act* - Where an Employee is called before a hearing held under the Canada Shipping Act resulting directly from the proper performance of their duties, the Employee shall be reimbursed for reasonable legal fees.
- (d) At the option of the Employer, the Employer may provide for legal services in the defence of any legal proceedings involving the Employee (so long as no conflict of interest arises between the Employer and the Employee) or pay the legal fees of counsel chosen by the Employee.
- (e) In order that the above provisions shall be binding upon the Employer, the Employee shall notify the Employer immediately, in writing, of any incident or course of events which may lead to legal action against them, and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:
  - (1) when the Employee is first approached by any person(s) or organization notifying them of intended legal action against them; or
  - (2) when the Employee themselves requires or retains legal counsel in regard to the incident or course of events; or
  - (3) where any investigative body or authority first notifies the Employee of any investigation or other proceeding which might lead to legal action against the Employee; or
  - (4) when information first becomes known to the Employee in the light of which it is a reasonable assumption that the Employee would conclude that they might be the object of legal action; or
  - (5) when an Employee receives notice of any legal proceeding of any nature or kind.

### 34.5 Payroll Deductions

An Employee shall be entitled to have deductions from their salary assigned for the purchase of Canada Savings Bonds.

### 34.6 Political Activity

- (a) *Municipal and School Board Offices* - Employees may seek election to Municipal and School Board Offices, provided that:
- (1) the duties of the Municipal or School Board Office other than regular council or board meetings do not impinge on normal working hours as a British Columbia Institute of Technology Employee;
  - (2) there is no conflict of interest between the duties of the Municipal or School Board Office and the duties of the British Columbia Institute of Technology.

Where Municipal Council or School Board meetings are held during the Employee's normal working hours, the Employer shall grant leave without pay to attend such meetings.

- (b) *Federal and Provincial Offices* - There are no restrictions on Employees engaging in political activities on their own time as campaign workers. If an Employee is nominated as a candidate for election, the Employee shall be placed on leave without pay in accordance with Article 19.8(a) to engage in the election campaign. If elected, the Employee shall be granted leave of absence in accordance with Article 19.8(c). If not elected, the Employee shall be allowed to return to their former position.

### 34.7 Copies of Agreements

The Union and the Employer desire every Employee to be familiar with the provisions of this Agreement, and their rights and obligations under it. For this reason, the Employer shall make available on the Human Resources website, an electronic version of the Agreement. No hard copies of the Agreement will be printed for distribution.

### 34.8 Transfer of Employees Out of the Bargaining Unit

When the Parties are made aware that Employees will be transferred out of the Bargaining Unit to a corporation, board, agency, government or commission, a joint Employer-Union Committee shall immediately be established. The Committee shall be established to facilitate the orderly transfer of Employees. This article does not cover secondment of Employees.

### 34.9 "Charge Outs"

It is the intent of the Employer to keep "*charge outs*" to a minimum.

### 34.10 Positions Temporarily Vacant

- (a) The Employer agrees to make every reasonable effort to ensure that the workloads of regular Employees will not be unnecessarily increased as a result of positions temporarily vacant due to illness, vacation leave or any other reason.
- (b) For purposes of substitution, first refusal will be given to regular Employees qualified by a satisfactory evaluation report and who are in the next classification immediately below that of the substitution.

#### 34.11 Damage to Personal Property

Where an Employee's personal property, excluding private automobiles, utilized in the performance of their duties is damaged by a client, or student while the Employee is carrying out their duties, and the damages are not covered by Workers' Compensation or Insurance, the Employer shall reimburse the Employee for the necessary repairs or replacement.

#### 34.12 Oaths, X-rays and Medical Examinations

When the Employer requires Employees to take oaths, undergo medical examinations or X-rays as required for employment, the Employer shall grant the necessary time off.

#### 34.13 Supply and Maintenance of Equipment

An Employee shall not suffer a loss in salary in the event that they cannot carry out their normal duties by reason of the Employer failing to furnish or properly maintain equipment, machinery, supplies, or by reason of power failure or other circumstances occurring at the place of work.

This section shall not apply to short-term relief personnel beyond the day of occurrence.

#### 34.14 Physical Fitness

The Employer and the Union agree to maintain a joint Physical Fitness Committee comprised of one (1) representative from each of the BCGEU Faculty and BCGEU Support Staff components and two (2) Employer designates.

#### 34.15 Reorganization

The Parties agree that where there is a reorganization, it shall be implemented in accordance with the following:

- (a) The Employer agrees to give the President of the Union, or their designate with as much advance notice as possible of a reorganization within the Institute, which will affect Employees within the Bargaining Unit.
- (b) The Employer agrees to consult first with the Staff Representative and the Bargaining Unit Chairperson and then with the Employees involved for the purpose of discussing the implications of such change prior to the implementation of same.
- (c) Where a position has been identified by the Employer as one that will be affected by the reorganization, the incumbent will be advised in writing by the Employer.
- (d) A steward may, at the request of an Employee, attend all meetings called by the Employer to discuss a proposed reorganization affecting the Employee.
- (e) Employee(s) who, as a result of a reorganization, are assigned a position in another department, or campus, or who have a change in reporting relationship, shall not be required to serve another probationary period pursuant to Article 11.9.

ARTICLE 35 - TERM OF AGREEMENT

35.1 Duration

This Agreement shall be binding and remain in effect to midnight, March 31, 2022.

35.2 Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or after January 1, 2022 but in any event not later than midnight, January 31, 2022.
- (b) Where no notice is given by either Party prior to January 31, 2022 both Parties shall be deemed to have been given notice under this section on January 31, 2022 and thereupon Article 35.3 applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the President of the British Columbia Institute of Technology.

35.3 Commencement of Bargaining

Where a Party to this Agreement has given notice under Article 35.2, the Parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

35.4 Change in Agreement

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement.

35.5 Agreement to Continue in Force

Both Parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

SIGNED ON BEHALF OF THE UNION:

SIGNED ON BEHALF OF THE EMPLOYER:

\_\_\_\_\_  
Cory Langford, Chair  
Bargaining Committee

\_\_\_\_\_  
Ana Lopez  
Vice President, Human Resources

\_\_\_\_\_  
Tamara Pongracz, Member  
Bargaining Committee

\_\_\_\_\_  
Katie Cobban  
Manager, Labour Relations

\_\_\_\_\_  
Erich Moeller, Member  
Bargaining Committee

\_\_\_\_\_  
Guy Ellis, Member  
Bargaining Committee

\_\_\_\_\_  
Steve Holding, Member  
Bargaining Committee

\_\_\_\_\_  
David Dunn, Member  
Bargaining Committee

\_\_\_\_\_  
Angela Mahlmann  
Bargaining Representative

\_\_\_\_\_  
Kacem Habiballah, Member  
Bargaining Committee

\_\_\_\_\_  
Michelle Stewart  
Bargaining Committee

\_\_\_\_\_  
Colin Gibson  
Chris Spokesperson

\_\_\_\_\_  
Michael Marchbank  
PSEA Chair, Board of Directors

Date: \_\_\_May 27, 2020\_\_\_\_\_

*\* Collective Agreement was ratified by the Post-Secondary Employers' Association on June 23, 2020.*

## TRANSFER REGULATIONS

## 1.1 Policy

- (1) Transfer expenses will apply:
  - (a) to Employees who have to move from one headquarters or geographic location to another after completing their probation period and after winning an in-service competition where the position is permanently located at another headquarters or geographic location;
  - (b) to Employees who have to move from one headquarters or geographic location to another at the Employer's request to fill a position which is permanently located at another headquarters or geographic location.
- (2) Transfer expenses will not apply, but instead the applicable travelling, living and moving expenses provided under the Board and Lodging Regulations will apply to the following groups of Employees who will not be considered to be on transfer:
  - (a) to field status, and other Employees whose normal duties require move from one temporary headquarters to another or from one assignment to another;
  - (b) to field status, and other Employees who are the successful applicant for a posted position, where such position is not permanently located at one headquarters or geographic location, such as is the usual case with field crew positions;
  - (c) to apprentice Employees when there is a pre-programmed change in their headquarters or geographic location.
- (3) To Employees entitled to transfer expenses, the Employer will pay travelling, living and moving expenses on transfer in accordance with the following regulations.

## 1.2 Travel Expenses on Transfer

- (1) *Initial trip to seek new accommodation:* The Employer shall grant, with no loss of basic pay, prior to transfer, at a time mutually agreeable to Employer and Employee, up to five (5) days plus reasonable travel time, to an Employee being relocated and shall reimburse the Employee for travel expenses for the Employee and spouse in accordance with the current regulations. Anytime beyond specified time may be charged against the Employee's annual vacation credits; however, expenses will not be payable. This leave must be for the specific purpose of locating accommodation, with the intent, in as many instances as possible, that furniture and household effects may be delivered directly to the new residence.
- (2) *Travelling expenses moving to new location.* For the purpose of definition, dependents are: spouse, dependent children, and anyone for whom the Employee claims exemption on their Federal Income Tax Return.

The Employer shall reimburse the Employee for travel expenses incurred during the transfer for Employees and dependents, for the actual travel time, plus accommodation and meals up to seven (7) days at the new location, when Employees are unable to move into the new accommodation. Such expense allowances will be in accordance with current regulations.

Meals:

Adults - full rate

Children 12 years and under - half rate.

Motel or hotel:

On production of receipts. Private lodging at old or new location at current rate.

- (3) Where dependents of an Employee relocate at a time different than the Employee, the Employer shall reimburse the Employee for their dependents' travel expenses, meals and accommodation incurred while travelling to the new headquarters area. In such cases where the Employee remains eligible for benefits pursuant to Section 1.3, the Employee will be reimbursed for their dependents' meals at the new location for a period of up to seven (7) days.

The above allowances will be in accordance with the current Travel Expense Regulations.

### 1.3 Living Expenses Upon Transfer at New Location

After the first seven (7) days have expired at the new location and the Employee can establish to the satisfaction of the Employer that there is no suitable housing available, then:

- (a) The Employer shall pay an Employee not accompanied by dependents at the new location, a living allowance of ten dollars (\$10) per day up to a maximum of thirty (30) days; or
- (b) The Employer shall pay an Employee accompanied by dependents at the new location, a living allowance of thirteen dollars and fifty cents (\$13.50) per day up to a maximum of sixty (60) days.
- (c) Where an Employee is receiving the payment in (a) above and is later joined by their dependents at the new location and the Employee is still eligible for payment under this Section, the payment shall be as in (b) above. However, the maximum period of payment under (a) and (b) shall not exceed sixty (60) days.

### 1.4 Moving of Household Effects and Chattels

On transfer, the Employer shall arrange and pay for the following:

- (a) Moving of household effects and chattels up to eight thousand, one hundred and sixty-five kilograms (8,165), including any item(s) which the contracted mover will accept as part of a load which includes household appliances and furniture, hobbies, boats, outboard motors and pianos;
- (b) Comprehensive insurance to adequately protect the Employee's household effects and chattels during the move up to a maximum of twenty-five thousand dollars (\$25,000).
- (c) Where necessary, insured storage, up to two (2) months, upon production of receipts.
- (d) The packing and unpacking of the Employee's household effects and chattels.
- (e) When an Employee is being relocated and opts to move their own household effects and chattels, the Employee shall receive one of the following allowances:
- (1) two hundred and fifty dollars (\$250) for a move not exceeding a distance of two hundred forty (240) kilometres;

- (2) five hundred dollars (\$500) for a move which exceeds a distance of two hundred forty (240) kilometres;
  - (3) one hundred dollars (\$100) where the Employee is entitled to receive the amount pursuant to Section 1.7(d).
- (f) Where the Employee exercises an option pursuant to (e) above then the provisions of (a) and (d) above shall not apply.

#### 1.5 Moving of Mobile Homes

- (a) On transfer, an Employee who owns a mobile trailer may opt to have their mobile home moved by the Employer in either of the following circumstances:
- (1) where the Employee's new headquarters area is on the list of isolated areas, providing no suitable accommodation is available, or;
  - (2) where an Employee is living in a mobile home which was moved to its present location by the Employer, and the Employees' headquarters prior to the impending transfer is named on the list of isolated locations.
- (b) Where an Employee's mobile home is moved by the Employer under this Section then the Employer shall also arrange and pay for the following:
- (1) Moving of a single wide mobile trailer or home up to the maximum width allowed on the highway with a permit including any skirting, cabanas or attachments. Where mobile homes in excess of the above are involved, the Employer will pay:
    - (i) the equivalent cost of moving a single wide mobile trailer or home up to the maximum width allowed on highways with a permit, or;
    - (ii) the real estate and legal fees involved in selling the extra wide trailer up to a maximum of thirty-five hundred dollars (\$3,500).
  - (2) Comprehensive insurance to adequately protect the Employee's household effects, chattels, and trailer during the move up to a maximum of twenty-five thousand dollars (\$25,000).
  - (3) The setting-up and levelling of a mobile home or double wide at the new location to a maximum of five hundred dollars (\$500) upon production of receipts.
  - (4) The packing and unpacking of the Employee's household effects and chattels, if required.
- (c) Where an Employee is living in a mobile home and is not included in (a) above, and chooses to move the mobile home to the new headquarters area, the Employee shall be entitled to reimbursement for costs covered in (b) above up to a maximum of two thousand dollars (\$2,000) upon production of receipts.
- (d) Where the Employee opts under this Section to have a mobile home moved, there shall be no entitlement to the provisions of Section 1.4 and 1.10.

#### 1.6 Moving of Personal Vehicles Upon Transfer

The Employer shall reimburse the Employee for the costs of transporting one personal vehicle and one trailer towed by the personal vehicle. The vehicle and trailer, where applicable, may be driven, in which case current mileage rates for the vehicle only will apply, or vehicle and trailer, where applicable, may be shipped by rail or boat, in which case the cost of the least expensive method will be paid. In addition, the Employer will pay for any additional transportation charges, such as ferry rates, for the vehicle and trailer with or without load.

#### 1.7 Incidental Expenses on Transfer

The Employer shall pay to the Employee upon transfer only one of the following amounts to cover incidental expenses on transfer, and once the Employee has claimed one allowance, no alternative further claim may be



made:

- (a) when an Employee purchases a private dwelling house in the new location - four hundred dollars (\$400);
- (b) when the Employee is moving to a rental accommodation in the new location - one hundred fifty dollars (\$150);
- (c) when the Employee is moving with a mobile home - one hundred dollars (\$100);
- (d) when the Employee is moving to room and board - fifty dollars (\$50).

The application for incidental expenses on transfer must be made by the Employee on the appropriate form within sixty (60) days of the Employee's arrival at the new location, unless there is no available suitable housing, in which case application must be made within sixty (60) days of suitable housing becoming available.

#### 1.8 Notice to Employee Upon Transfer

It is understood and agreed that the Employer will provide the Employee with reasonable notice of the transfer effective date and, where possible, at least one (1) month's notice shall be given. Where less than one (1) month's notice is given, or the transfer date is altered either earlier or later than the transfer effective date given which directly results in duplication of rent costs to the Employee, then the Employer agrees to reimburse the Employee, upon production of receipts, to the duplicate rent payments at new location.

#### 1.9 Requested Transfer by Employee

Where an Employee requests a transfer from one headquarters or geographic location to another, all travelling and living expenses incurred in such a move are the responsibility of the Employee.

#### 1.10 Real Estate and Legal Fees

On transfer, or within one (1) year of the effective date of transfer, an Employee who purchases and/or sells their private dwelling house will be entitled to claim for the following expenses upon production of receipts:

- (a) Reimbursement of fees to a maximum of four thousand dollars (\$4,000) charged by a real estate agency for the selling of the Employee's private dwelling home in which they resided immediately prior to transfer.
- (b) An Employee who has sold their own home without the aid of a realtor shall entitle to claim five hundred dollars (\$500).
- (c) Allowances for legal fees encumbered upon the Employee because of the purchase of their private dwelling house in which they live after transfer will be paid in accordance with the following:
  - (1) one percent (1%) of the first forty thousand dollars (\$40,000) of the purchase price;
  - (2) one-half (½) of one percent (1%) of any amount of the purchase price above forty thousand dollars (\$40,000);
  - (3) the total cost to the Employer under part (c) shall not exceed eight hundred dollars (\$800).
- (d) Where an Employee purchases a reasonable amount of property, secures a joint mortgage (land and private dwelling) and begins construction within six (6) months of transfer (i.e., foundation poured), shall be entitled to reimbursement of legal fees not to exceed the amount specified in (c) above. In these circumstances, the reimbursement shall be for one transaction only.

- (e) The Employee may claim legal fee reimbursement in either (c) or (d) above, not both.

SCHEDULE A – SALARIES  
APRIL 1, 2019

Faculty

Classification	Step	Annual Salary	Monthly Rate	Bi-Weekly Rate	Daily Rate	Hourly Rate
Faculty	1	\$65,720	\$5,476.67	\$2,519.04	\$251.90	\$41.98
	2	\$68,233	\$5,686.08	\$2,615.36	\$261.54	\$43.59
	3	\$70,730	\$5,894.17	\$2,711.07	\$271.11	\$45.18
	4	\$73,227	\$6,102.25	\$2,806.78	\$280.68	\$46.78
	5	\$75,661	\$6,305.08	\$2,900.08	\$290.01	\$48.33
	6	\$78,126	\$6,510.50	\$2,994.56	\$299.46	\$49.91
	7	\$80,433	\$6,702.75	\$3,082.99	\$308.30	\$51.38
	8	\$82,818	\$6,901.50	\$3,174.41	\$317.44	\$52.91
	9	\$91,449	\$7,620.75	\$3,505.23	\$350.52	\$58.42
	10	\$97,620	\$8,135.00	\$3,741.77	\$374.18	\$62.36

The salaries in the table above are inclusive of the 2% salary stipend.

Non-Teaching Faculty

Classification	Step	Annual Salary	Monthly Rate	Bi-Weekly Rate	Daily Rate	Hourly Rate
Non-Teaching Faculty	1	\$67,346	\$5,612.17	\$2,581.37	\$258.14	\$36.88
	2	\$69,856	\$5,821.33	\$2,677.57	\$267.76	\$38.25
	3	\$72,357	\$6,029.75	\$2,773.44	\$277.34	\$39.62
	4	\$74,851	\$6,237.58	\$2,869.03	\$286.90	\$40.99
	5	\$77,286	\$6,440.50	\$2,962.37	\$296.24	\$42.32
	6	\$79,753	\$6,646.08	\$3,056.93	\$305.69	\$43.67
	7	\$82,059	\$6,838.25	\$3,145.31	\$314.53	\$44.93
	8	\$84,444	\$7,037.00	\$3,236.73	\$323.67	\$46.24
	9	\$93,073	\$7,756.08	\$3,567.48	\$356.75	\$50.96

The salaries in the table above are inclusive of the 2% salary stipend.

Department Heads' Allowance \$278.00

- Annual Rate = Monthly Rate x 12
- Biweekly Rate = Annual Rate ÷ 26.0892857
- Hourly Rate (Faculty) = Biweekly Rate ÷ 60
- Hourly Rate (Non-teaching Faculty) = Biweekly Rate ÷ 70
- Daily Rate = Hourly Rate x number of regular scheduled hours in day shift

APRIL 1, 2020

Faculty

Grade	Step	Annual Salary	Monthly Rate	Bi-Weekly Rate	Daily Rate	Hourly Rate
Faculty	1	\$67,034	\$5,586.17	\$2,569.41	\$256.94	\$42.82
	2	\$69,598	\$5,799.83	\$2,667.69	\$266.77	\$44.46
	3	\$72,145	\$6,012.08	\$2,765.31	\$276.53	\$46.09
	4	\$74,692	\$6,224.33	\$2,862.94	\$286.29	\$47.72
	5	\$77,174	\$6,431.17	\$2,958.07	\$295.81	\$49.30
	6	\$79,689	\$6,640.75	\$3,054.47	\$305.45	\$50.91
	7	\$82,042	\$6,836.83	\$3,144.66	\$314.47	\$52.41
	8	\$84,474	\$7,039.50	\$3,237.88	\$323.79	\$53.96
	9	\$93,278	\$7,773.17	\$3,575.34	\$357.53	\$59.59
	10	\$99,572	\$8,297.67	\$3,816.59	\$381.66	\$63.61

The salaries in the table above are inclusive of the 2% salary stipend.

Non-Teaching Faculty

Grade	Step	Annual Salary	Monthly Rate	Bi-Weekly Rate	Daily Rate	Hourly Rate
Non-Teaching Faculty	1	\$68,693	\$5,724.42	\$2,633.00	\$263.30	\$37.61
	2	\$71,253	\$5,937.75	\$2,731.12	\$273.11	\$39.02
	3	\$73,804	\$6,150.33	\$2,828.90	\$282.89	\$40.41
	4	\$76,348	\$6,362.33	\$2,926.41	\$292.64	\$41.81
	5	\$78,832	\$6,569.33	\$3,021.62	\$302.16	\$43.17
	6	\$81,348	\$6,779.00	\$3,118.06	\$311.81	\$44.54
	7	\$83,700	\$6,975.00	\$3,208.21	\$320.82	\$45.83
	8	\$86,133	\$7,177.75	\$3,301.47	\$330.15	\$47.16
	9	\$94,934	\$7,911.17	\$3,638.81	\$363.88	\$51.98

The salaries in the table above are inclusive of the 2% salary stipend.

Department Heads' Allowance \$284.00

- Annual Rate = Monthly Rate x 12
- Biweekly Rate = Annual Rate ÷ 26.0892857
- Hourly Rate (Faculty) = Biweekly Rate ÷ 60
- Hourly Rate (Non-teaching Faculty) = Biweekly Rate ÷ 70
- Daily Rate = Hourly Rate x number of regular scheduled hours in day shift

APRIL 1, 2021

Faculty

Grade	Step	Annual Salary	Monthly Rate	Bi-Weekly Rate	Daily Rate	Hourly Rate
Faculty	1	\$68,375	\$5,697.92	\$2,620.81	\$262.08	\$43.68
	2	\$70,990	\$5,915.83	\$2,721.04	\$272.10	\$45.35
	3	\$73,588	\$6,132.33	\$2,820.62	\$282.06	\$47.01
	4	\$76,186	\$6,348.83	\$2,920.20	\$292.02	\$48.67
	5	\$78,717	\$6,559.75	\$3,017.22	\$301.72	\$50.29
	6	\$81,283	\$6,773.58	\$3,115.57	\$311.56	\$51.93
	7	\$83,683	\$6,973.58	\$3,207.56	\$320.76	\$53.46
	8	\$86,163	\$7,180.25	\$3,302.62	\$330.26	\$55.04
	9	\$95,144	\$7,928.67	\$3,646.86	\$364.69	\$60.78
	10	\$101,563	\$8,463.58	\$3,892.90	\$389.29	\$64.88

The salaries in the table above are inclusive of the 2% salary stipend.

Non-Teaching Faculty

Grade	Step	Annual Salary	Monthly Rate	Bi-Weekly Rate	Daily Rate	Hourly Rate
Non-Teaching Faculty	1	\$70,067	\$5,838.92	\$2,685.66	\$268.57	\$38.37
	2	\$72,678	\$6,056.50	\$2,785.74	\$278.57	\$39.80
	3	\$75,280	\$6,273.33	\$2,885.48	\$288.55	\$41.22
	4	\$77,875	\$6,489.58	\$2,984.94	\$298.49	\$42.64
	5	\$80,409	\$6,700.75	\$3,082.07	\$308.21	\$44.03
	6	\$82,975	\$6,914.58	\$3,180.42	\$318.04	\$45.43
	7	\$85,374	\$7,114.50	\$3,272.38	\$327.24	\$46.75
	8	\$87,856	\$7,321.33	\$3,367.51	\$336.75	\$48.11
	9	\$96,833	\$8,069.42	\$3,711.60	\$371.16	\$53.02

The salaries in the table above are inclusive of the 2% salary stipend.

Department Heads' Allowance \$290.00

- Annual Rate = Monthly Rate x 12
- Biweekly Rate = Annual Rate ÷ 26.0892857
- Hourly Rate (Faculty) = Biweekly Rate ÷ 60
- Hourly Rate (Non-teaching Faculty) = Biweekly Rate ÷ 70
- Daily Rate = Hourly Rate x number of regular scheduled hours in day shift

## SCHEDULE E – DEPARTMENTS

## Part I

The Parties agree that this list sets out existing departments which are established at the British Columbia Institute of Technology.

- *Aviation Technical Programs*
- *Aviation Operations Programs*
- *Marine Engineering*
- *Nautical Programs*
- *Automotive*
- *Auto Collision*
- *Trades Access*
- *Heavy Equipment*
- *Rail Specialization*
- *Piping Trades*
- *Cabinetmaking (Joinery)*
- *Carpentry*
- *Sheet Metal*
- *Architectural & Structural CADD & Graphics Technician*
- *Electrical*
- *Welding*
- *Steel Trades*
- *Technology Teacher Education*
- *Telecommunications System Technician*
- *Computer Information System Administration*
- *Machinist*
- *Industrial Instrumentation*
- *Industrial Mechanic (Millwright)*
- *Power Engineering*
- *Refrigeration & Air Conditioning Mechanic*
- *Non-Teaching Faculty Department*

## Part II

For the purpose of layoff and recall only, the Parties agree that the following procedure will be used to effect the list of departments as set out in Part I of Schedule "E".

1. When the Employer adds or deletes departments, the Union will be advised in writing.
2. The Parties will within ten days of notification, complete discussion as to the appropriateness of the action taken by the Employer.
3. After the period of discussion has elapsed, any dispute regarding the application or interpretation of Part II of Schedule "E" may be grieved pursuant to Article 7.11(b) of the Collective Agreement.

APPENDIX A  
SHORT TERM ILLNESS AND INJURY PLAN

1.1 Eligibility

- (a) Regular Employees shall be covered by the Short Term Illness and Injury Plan upon completion of six (6) months of active service with the Employer.
- (b) Regular Employees with less than six (6) months of service who are unable to work because of an illness or injury are entitled to six (6) days coverage at full pay in any one calendar year.
- (c) Regular Employees with three (3) months but less than six (6) months of service will be entitled to fifteen (15) weeks (75 working days) of coverage, consisting of the above six (6) days, or what remains of the six (6) days' entitlement, at full pay and the remainder of the fifteen (15) weeks at two-thirds ( $\frac{2}{3}$ ) of pay, not to exceed a maximum weekly benefit of two hundred and ten dollars (\$210) or the U.I.C. maximum weekly sickness benefit, whichever is higher.
- (d) Notwithstanding (a), (b) and (c) above, where a regular Employee is on a claim recognized by the Workers' Compensation Board while the Employee was on the Employer's business, they shall be entitled to leave at their regular rate of pay, up to a maximum of one hundred thirty (130) days for any one claim in lieu of benefits as outlined in Section 1.2. In such cases the compensation payable by the Workers' Compensation Board shall be remitted to the Employer.

1.2 Short Term Plan Benefit

- (a) In the event an Employee is unable to work because of illness or injury, they will be entitled to a benefit of seventy-five percent (75%) of pay for a period not to exceed six (6) months from date of absence, (Short Term Plan Period). In any one (1) calendar year, the first six (6) working days of absence from work due to illness or injury will be paid at one hundred percent (100%) of pay.

Employees who exhaust all or part of their six (6) working days entitlement at one hundred percent (100%) of pay in a calendar year will have it reinstated in the following calendar year upon return to work.

- (b) Employees who have accumulated sick leave credit under the old sick leave plan will have their accumulated sick leave credits frozen but will supplement their seventy-five percent (75%) of pay benefit under the new plan by using twenty-five percent (25%) of a day's accumulation under the old sick leave plan for each day of absence under the new plan. The seventy-five percent (75%) benefit shall not be supplemented by the use of any other leave entitlement.

1.3 Recurring Disabilities

- (a) Employees who return to work after being absent because of illness or injury, and within five (5) consecutive scheduled days of work again become unable to work because of the same illness or injury are considered to still be within the original Short Term Plan period as defined in Section 1.2(a).
- (b) Employees who return to work after being absent because of illness or injury and within five (5) consecutive scheduled days of work again become unable to work because of a new illness or injury unrelated to the illness or injury that caused the previous absence shall be entitled to a further six (6) months' benefits under this plan.
- (c) Employees who return to work after being absent because of illness or injury, and after working five (5) or more consecutive scheduled days of work, again become unable to work because of the same

illness or injury will be entitled to a further six (6) month period of benefits under this plan, except as provided in (d) below, where the Short Term Plan period shall continue to be as defined in Section 1.2(a).

- (d) Where an Employee is returning to work after a period of illness or injury and where the Screening Committee has approved such return on a trial basis for assessment and/or rehabilitation purposes, the Short Term Plan period shall continue to be as defined in Section 1.2(a). Such trial period must be approved during the period the Employee is receiving short term benefits, however, the end of the trial period can go beyond the Short Term Plan benefit period.
- (e) Employees who return to work after a period of illness or injury and who do not work the same number of hours that were scheduled prior to the illness or injury shall receive prorated benefits under this plan, however, not beyond six (6) calendar months from the initial date of absence as defined in Section 1.2(a), if absence is due to the same illness or injury.

#### 1.4 Doctor's Certificate of Inability to Work

The Employer may require an Employee who is unable to work because of illness or injury to provide a statement from:

- (a) A medical practitioner qualified to practice in the province of B.C.; or
- (b) Where necessary, from a medical practitioner licensed to practice in the province of Alberta or the Yukon; or
- (c) The consulting physician to whom the Employee is referred by the medical practitioner in (a) or (b) above, providing medical evidence of the Employee's inability to work in any of the following circumstances:
  - (i) where it appears that a pattern of consistent or frequent absence from work is developing
  - (ii) where the Employee has been absent for six (6) consecutive scheduled days of work;
  - (iii) where at least thirty (30) days have elapsed since the last statement was obtained and the Employee has been in receipt of plan benefits throughout that period.

Benefits will cease to be paid when an Employee fails to provide satisfactory evidence of medical disability during the benefit period.

#### 1.5 Integration With Other Disability Income

Short term benefits will be reduced by all other disability income benefits to which the absent Employee is entitled except disability income which was being received prior to the illness or injury resulting in the Employee being absent from work and which is unrelated to the illness or injury causing the current absence and the quarter (1/4) day accumulation from the old sick leave plan that is being used to supplement the new plan. Other disability income benefits will include:

- (a) Any amount the absent Employee receives from any group insurance, wage continuation or pension plan of the Employer.
- (b) Any amount of disability income provided by any compulsory act or law, except Unemployment Insurance sickness benefits and W.C.B. benefits payable in accordance with Section 1.1(d).
- (c) Any periodic benefit payment from the Canada or Quebec Pension Plan or other social security plan of any country.

Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal



insurance coverage integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity payments, or personal insurance disability income benefits exceed either:

- (i) one hundred percent (100%) of pay; or
- (ii) the applicable benefit percentage of the individual's average total monthly income in the twelve (12) month period immediately preceding commencement of the disability, whichever is greater. Where this provision is to apply, the Employee will be required to provide satisfactory evidence of their total monthly income.

This section does not apply to a war disability pension paid under an Act of the Governments of Canada or other Commonwealth countries.

#### 1.6 Benefits Not Paid During Certain Periods

Benefits will not be paid when an Employee is:

- (a) receiving designated paid holiday pay;
- (b) engaged in an occupation for wage or profit;
- (c) on strike or is locked out unless the strike or lockout occurred after the illness or injury resulting in the Employee being absent from work;
- (d) serving a prison sentence;
- (e) on suspension without pay;
- (f) on paid absence in the period immediately preceding retirement;
- (g) on any leave of absence without pay.

Notwithstanding (g) above, where an illness or injury occurs during a period of approved:

- (1) education leave,
- (2) general leave of absence not exceeding thirty (30) days,
- (3) maternity leave,

which prevents the Employee from returning to work on the scheduled date of return, the Short Term Plan will be effective from the date of disability due to illness or injury and benefits will be paid for the balance of the six (6) month period remaining from the scheduled date of return to work. For maternity leave, the intention is no coverage for normal pregnancy.

#### 1.7 Employee to Inform Employer

The Employee shall inform the Employer as soon as possible of their inability to report to work because of illness or injury. The Employee shall inform the Employer of the date of return to duty, in advance of that date, in order that relief scheduled for that Employee can be notified.

#### 1.8 Entitlement

For the purpose of calculation six (6) calendar days per calendar year, one (1) day shall be considered to be one (1) day regardless of the regularly scheduled workday. Calculation for partial days will be on a prorated basis.

#### 1.9 EIC Premium

The Parties agree that the complete premium reduction from the Employment Insurance Commission accruing through the improved illness and injury plan will be returned to the Employer.

#### 1.10 Benefits Upon Layoff or Separation

- (a) Subject to (b) and (c) below, regular Employees who have completed three (3) months of service and who are receiving benefits pursuant to 1.1(c), 1.1(d) or 1.2 shall continue to receive such benefits upon layoff or separation until the termination of the illness or until the maximum benefit entitlement has been granted, whichever comes first, if the notice of layoff or separation is given after the commencement of the illness for which benefits are being paid.
- (b) In the event that layoff or separation notice was given prior to the commencement of the illness, benefits will cease on the effective date of the layoff or separation only if the illness commenced within two (2) months of the effective date of the layoff or separation.
- (c) Benefits will continue to be paid in accordance with 1.10(a), for which notice of layoff or separation was given prior to the commencement of the illness and if the illness commenced more than two (2) months before the effective date of the layoff or separation.

### LONG TERM DISABILITY PLAN

#### 2.1 Eligibility

- (a) Regular full-time Employees shall be covered by the Long Term Disability Plan upon completion of six (6) months' active employment with the Employer.
- (b) An Employee who is not actively at work because of illness or injury on the workday coincident with, or immediately preceding the date they would otherwise have become eligible for coverage under the Plan will not be eligible for coverage until the date the Employee returns to active employment.
- (c) Coverage in the plan is a condition of employment.

#### 2.2 Long Term Disability Benefit

In the event an Employee while covered under this Plan, becomes totally disabled as a result of an accident or a sickness, then, after the Employee has been totally disabled for six (6) months, including periods approved in Section 1.3(a) and (c), they shall be eligible to receive a monthly benefit as follows:

- (a) While the Employee has a sick bank balance to be used on a day-for-day basis, full monthly earnings will continue until the sick bank is exhausted, and Section 2.6 will not apply.
- (b) When an Employee has no sick bank, or after it is exhausted, the Employee shall receive a monthly benefit equal to the sum of sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of monthly earnings (effective September 01, 1993).

For the purpose of the above, earnings shall mean basic monthly earnings as at the date of disability as determined by the Employer.

The basic monthly earnings as at the date of disability shall be the salary in effect for the last month of the Short Term Plan period, or equivalent six (6) month period, taking into consideration any retroactive adjustments. The date of disability for determining the commencement of the first two (2) years of disability shall be the day following the last month of the Short Term Plan period, or an equivalent six (6) month period.

- (c) The Long Term Disability benefit payment will be made so long as an Employee remains totally disabled in accordance with Section 2.3, and will cease on the date the Employee recovers, or at the

end of the month in which the Employee reaches age 65, or resigns or dies, whichever occurs first.

- (d) An Employee in receipt of long term disability benefits will be considered an Employee for purposes of superannuation and will continue to be covered by group life, extended health, dental and medical plans. Employees will not be covered by any other portion of the Collective Agreement but will retain the right of access to a Screening Committee established thereunder and will retain seniority rights should they return to employment within six (6) months following cessation of benefits.
- (e) When an Employee is in receipt of the benefit described in (b) above, contributions required for benefit plans in (d) above and contributions for superannuation will be waived by the Employer.
- (f) An Employee engaged in rehabilitative employment with the Institute and who is receiving partial Long Term Disability benefit payments will have contributions required for benefit plans in (d) above and contributions for superannuation waived by the Employer except that superannuation contributions shall be deducted from any salary received from the Employer to cover the period of rehabilitative employment.

### 2.3 Total Disability

- (a) Total disability, as used in this Plan, means the complete inability because of an accident or sickness of a covered Employee to perform all the duties of their own occupation for the first two (2) years of disability. Thereafter, Employees able by reason of education, training or experience to perform the duties of a gainful occupation for which the rate of pay is not less than seventy-five percent (75%) of the current rate of pay of their regular occupation at date of disability will not be considered totally disabled and will therefore not be eligible for benefits under this Long Term Disability Plan.
- (b) Total disabilities resulting from mental or nervous disorders are covered by the plan in the same manner as total disabilities resulting from accidents or other sickness, except that an Employee who is totally disabled as a result of a mental or nervous disorder and who has received twenty-four (24) months of Long Term Disability Plans benefit payments must be confined to a hospital or mental institution or where they are at home, under the direct care and supervision of a medical doctor, in order to continue to be eligible for benefit payments.

During a period of total disability an Employee must be under the regular and personal care of a legally qualified doctor of medicine.

- (c) (1) If an Employee becomes totally disabled and during this period of total disability engages in rehabilitative employment, the regular monthly benefit from this plan will be reduced by twenty-five percent (25%) of the Employee's earnings from such rehabilitative employment. In the event that income from rehabilitative employment and the benefit paid under this plan exceed eighty-five percent (85%) of the Employee's earnings at date of disability, the benefit from this plan will be further reduced by the excess amount. "*Rehabilitative employment*" shall mean any occupation or employment for wage or profit or any course or training that entitles the disabled Employee to an allowance, provided such rehabilitative employment has the approval of the Employee's doctor and the Employer.

The rehabilitative employment of a disabled Employee will continue until such time as the Employee's earnings from rehabilitative employment exceed eighty-five percent (85%) of the Employee's earnings at the date of disability but in no event for more than twenty-four (24) months from the date benefit payments commence.

If earnings are received by an Employee during a period of total disability and if such earnings are derived from employment which has not been approved of as rehabilitative employment by their

doctor and the Employer, then the regular monthly benefit from the plan will be reduced by one hundred percent (100%) of such earnings.

- (2) In the event that an Employee has been classified as totally disabled for all occupations and engages in approved rehabilitative employment, the provisions of (1) above apply except that the rehabilitative employment may continue for twenty-four (24) months from the date rehabilitative employment commenced.
- (3) In the case where rehabilitative employment has been approved while an Employee is receiving a benefit under the provisions of Article 2.2(a), the provision of Article 2.3(c) (1) shall not apply until the Employee is receiving a benefit under Article 2.2(b).

#### 2.4 Exclusions from Coverage

The Long Term Disability Plan does not cover total disabilities resulting from:

- (a) War, insurrection, rebellion, or service in the armed forces of any country, after the commencement of this plan;
- (b) Voluntary participation in a riot or civil commotion, except while an Employee is in the course of performing the duties of their regular occupation;
- (c) Intentionally self-inflicted injuries or illness;
- (d) Pregnancy, childbirth, miscarriage or abortion, except severe complications following termination of pregnancy; (Intention is no coverage for normal pregnancy);
- (e) A disability known to the Employer and which was specifically taken into account by the Employer at time of hiring.

#### 2.5 Pre-existing Conditions

An Employee shall not be entitled to Long Term Disability benefits from this plan if their total disability resulted from an accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received in the ninety (90) day period prior to the date of hire unless they have completed twelve (12) consecutive months of service after the date of hire during which time they have not been absent from work due to the aforementioned accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received. This clause does not apply to present Employees who have been continuously employed since April 1, 1977.

#### 2.6 Integration With Other Disability Income

In the event a totally disabled Employee is entitled to any other income as a result of the same accident, sickness, mental or nervous disorder that caused them to be eligible to receive benefits from this Plan, the benefits from this Plan will be reduced by one hundred percent (100%) of such other disability income.

Other disability income shall include, but not necessarily be limited to:

- (a) Any amount payable under the *Workers' Compensation Act* or Law or any other legislation of similar purpose, and;
- (b) Any amount the disabled Employee received from any group insurance, wage continuation or pension plan of the Employer that provides disability or retirement income, and;

- (c) Any amount of disability income provided by any compulsory act or law, and;
- (d) Any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled Employee is entitled or to which they would be entitled if their application for such benefit were approved, and;
- (e) Any amount of disability income provided by any group or association disability plan to which the disabled Employee might belong or subscribe.

The amount by which the disability benefit from this plan is reduced by other disability income will normally be the amount to which the disabled Employee is entitled upon becoming first eligible for such other disability income. Future increases in such other disability income resulting from increases in the Canadian Consumer Price Index or similar indexing arrangements will not further reduce the benefits from this Plan.

Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage, integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity payments or, personal insurance disability income benefits exceed either:

- (i) one hundred percent (100%) of basic pay; or
- (ii) the applicable benefit percentage of the individual average total monthly income in the twelve (12) month period immediately preceding commencement of the disability, whichever is the greater. Where this provision is to apply, the Employee will be required to provide satisfactory evidence of their total monthly income.

This Section does not apply to war disability pension paid under an Act of the governments of Canada or other Commonwealth countries.

## 2.7 Successive Disabilities

If, following a period of total disability with respect to which benefits are paid from this Plan, an Employee returns to work on a full-time basis for a continuous period of six (6) months or more, any subsequent total disability suffered by that Employee, whether related to the preceding disability or not, shall be considered a new disability and the disabled Employee shall be entitled to benefit payments in accordance with the provisions of this Plan.

In the event the period during which such an Employee has returned to work is less than six (6) months and the Employee again suffers a total disability and that is related to the preceding disability, the subsequent disability shall be deemed a continuation of the preceding disability, and the disabled Employee shall be entitled to benefit payments in accordance with the provisions of this Plan as though they had not returned to work. Should such an Employee suffer a subsequent disability that is unrelated to the previous disability and, provided the period during which the Employee returned to work is longer than one (1) month, the subsequent disability shall be considered a new disability and the Employee shall be entitled to benefit payments in accordance with the provisions of this Plan. If the period during which the Employee returned to work is one (1) month or less, the subsequent disability shall be deemed a continuation of the preceding disability and the disabled Employee shall be entitled to benefit payments in accordance with the provisions of this Plan.

## 2.8 Cessation of Plan Coverage

An Employee shall cease to be covered by this Plan at the earliest of the following dates:

- (a) on the date that is six (6) months prior to their sixty-fifth (65) birthday.
- (b) on the date of commencement of paid absence prior to retirement;
- (c) on the date of termination of employment with the Employer;

Cessation of active employment as a regular Employee shall be considered termination of employment except when an Employee is on authorized leave of absence with or without pay.

## 2.9 Leave of Absence

Employees on leave of absence without pay may opt to retain coverage under the plan and shall pay the full premium, except when on approved Maternity Leave. Coverage will be permitted for a period of eighteen (18) months of absence without pay except that if the leave is for educational purposes, the maximum period will be extended to two (2) years. If an Employee on leave of absence without pay or partial pay, who has elected coverage under this plan, becomes disabled, benefits under this Plan will be based upon monthly earnings immediately prior to the current leave of absence.

## 2.10 Benefits Upon Plan Termination

In the event this Long Term Disability Plan is terminated, the benefit payments shall continue to be paid in accordance with the provisions of this Plan to disabled Employees who become disabled while covered by this Plan prior to its termination.

## 2.11 Contributions

The cost of this Plan will be borne by the Employer.

## 2.12 Waiver of Contributions

Employee contributions to this Plan shall be waived with respect to disabled Employees during the time such an Employee is in receipt of disability benefit payments from this Plan.

## 2.13 Claims

Long Term Disability claims will be adjudicated and paid by a claims-paying agent to be appointed by the Employer. In the event a covered Employee disputes the decision of the claims-paying agent regarding a claim for benefits under this Plan, the Employee may arrange to have their claim reviewed by a Claims Review Committee composed of three (3) medical doctors; one (1) designated by the claimant, one (1) by the Employer and a third agreed to by the first two. Written notice of a disputed claim or an appeal under this Plan shall be sent to the Plan Administrator.

Written notice of an appeal must be submitted within six (6) months from the date the claims-paying agent rejected the claim. The expenses incurred by a Claims Review Committee will be paid by the Plan.

Where an Employee has disputed the decision of the claims-paying agent and is awaiting the outcome of a review or an appeal, the Employee will be considered to be on leave of absence without pay during the portion of the waiting period when they are not receiving pay or benefit allowance. During the waiting period, an Employee will continue to be covered by group life, extended health, dental and medical plans.

## 2.14 Physical Examination

The Employer, at its own expense, shall have the right and be given the opportunity to have a medical doctor appointed by the Employer examine, as often as it may reasonably require any Employee whose injury, sickness, mental or nervous disorder is the basis of claim upon this Plan.

## 2.15 Canadian Currency

All monies payable to or from this Plan shall be payable in Canada in Canadian currency.

#### 2.16 Administration

The Employer will be the administrator of the Plan. All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedures in Articles 7 and 8 of this Agreement.

#### 2.17 Implementation by Regulation

The provisions of this Plan shall become part of a memorandum of agreement between the Parties and will be implemented by regulation.

#### 2.18 Benefit Level

The benefit level for existing LTD recipients shall be increased by the same amount as the negotiated salary increase for other Employees in the Bargaining Unit.

### JOINT ADVISORY COMMITTEE

There shall be a Joint Advisory Committee which shall consist of two (2) representatives appointed by the Employer and two (2) representatives appointed by the Union. The Employer and the Union may each appoint one (1) alternate Committee member. The purpose of the Committee shall be to consider and make recommendations to the Bargaining Principals on all matters related to the effective administration of the Short Term Illness and Injury and Long Term Disability Plans and to consider and make recommendations to the Bargaining Principals on any questions which may arise related to interpretation or application of the wording of Appendix A. The Committee shall consider and report back on all matters related to the plans which may be referred to it jointly by the Bargaining Principals.

APPENDIX B  
FAMILY MEMBERS FOR THE PURPOSE OF ARTICLE 19.5 COMPASSIONATE CARE LEAVE

1. The following “family members” are persons identified through their relationship to the employee.

- Spouse (includes heterosexual, common-law, and same-sex relationships)
- Children
- Children’s spouses
- Step-children
- Step-children-in-law
- Siblings
- In-law siblings
- Parents
- Step-parents
- Parents-in-law
- Grandparents
- Grandchildren
- Nieces/Nephews
- Guardians
- Step-siblings
- Aunts/Uncles
- Current or former foster-parents
- Current or former foster children
- Current or former wards
- Current or former guardians
- Spouse of sibling or step-sibling
- Spouse of child or step-child
- Spouse of a grandparent
- Spouse of a grandchild
- Spouse of an aunt or uncle
- Spouse of a niece or nephew
- Spouse of a current or former foster child
- Spouse of a current or former guardian
- Spouse of an employee’s current or former foster parent
- Spouse of an employee’s current or former ward
- Spouse of a person who is living with the employee as a member of the employee’s family

2. The following “family members” are persons identified through their relationship to the employee’s spouse

- Spouse’s parents or step-parents
- Spouse’s siblings or step-siblings
- Spouse’s children
- Spouse’s grandparents
- Spouse’s grandchildren
- Spouse’s aunts or uncles
- Spouse’s nieces or nephews
- Spouse’s current or former foster parents
- Spouse’s current or former wards



3. The following “family members” are deemed family members
- Any other person in the same household who is dependent upon the employee
  - Any person who lives with the employee as a member of the employee’s family
  - Whether or not related to an employee by blood, adoption, marriage or common-law partnership, an individual with a serious medical condition who considers the employee to be, or whom the employee considers to be, like a close relative

LETTER OF UNDERSTANDING #1 – COURSE EVALUATION REPORTS

Re: Course Evaluation Reports

The Parties agree that the Labour/Management Committee will work together to develop a fair and viable Course Evaluation system including support; curriculum; facilities; and instructional components.

SIGNED ON BEHALF OF THE UNION:

George Heyman, President

Tom Kozar, Co-Chairperson  
Bargaining Committee

Gary Blidook, Member  
Bargaining Committee

Rick Dohl, Member  
Bargaining Committee

Michael Wanstall, Member  
Bargaining Committee

Barbara Offen, Co-Chairperson  
Coordinated Bargaining Representative

SIGNED ON BEHALF OF THE EMPLOYER:

Brian Gillespie, President

Tomi Eeckhout, Director  
Labour Relations

Ron Evans, Member  
Bargaining Committee

Dave Mitchell, Member  
Bargaining Committee

Dennis Duffey, Member  
Bargaining Committee

Phyllis Johnson, Member  
Bargaining Committee

Clodine Sartori, Member  
Bargaining Committee

Date: October 12, 1999

## LETTER OF UNDERSTANDING #2 – SUB COMMITTEE LABOUR/MANAGEMENT

Re: Sub Committee of Labour/Management Committee

1. The Parties agree to establish two (2) Joint Committees to review the Collective Agreement, research and make recommendations to the Labour/Management Committee in the following areas:
  - a. *Distributed Learning* – review the terms and conditions of employment for employees involved in new distributed learning initiatives.
  - b. *International Education* – review the terms and conditions of employment for employees who participate in international education assignments.
2. The two (2) committees shall be governed by the following conditions:
  - a. The committees will be established and hold a first meeting within sixty (60) days of ratification of the renewed Collective Agreement;
  - b. Membership on each committee will be comprised of two (2) union representatives and two (2) employer representatives;
  - c. The committees may consult other individuals where appropriate and additional expertise/knowledge is considered helpful;
  - d. Union representatives on these committees shall suffer no loss of seniority or remuneration otherwise payable by the Institute when meetings of the committees are held during work hours.
3. *Reporting Timelines*

The committees will make regular progress reports to the Labour/Management Committee.

The committees will make final recommendations to the Labour/Management Committee within one (1) year from the date of the first meeting, subject to the agreement of the Parties.

LETTER OF UNDERSTANDING #3 – HUMAN RESOURCES DATABASE

Re: Human Resources Database

The Institute will continue to provide information to the Post Secondary Employers' Association (PSEA) as requested by PSEA and in support of the Human Resources Database.

LETTER OF UNDERSTANDING #4 – NEW PROFESSIONAL DEVELOPMENT FUND

Re: New Professional Development Fund

The Employer will create a new professional development fund. This fund will be set at point six of one percent (0.6%) of employee salary.

The parties agree that any monies in the Fund that are not spent at the end of any fiscal year shall be retained by the employer.

LETTER OF UNDERSTANDING #5 – PROVINCIAL INSTRUCTOR DIPLOMA

05VOC06

MEMORANDUM OF AGREEMENT

between

THE B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION  
(BCGEU FACULTY )

And

THE BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY

Re: Provincial Instructor Diploma

In an effort to encourage and reward new faculty members to obtain the Provincial Instructor Diploma (PID) in a timely manner, the parties agree as follows:

1. Effective immediately, a regular full time instructor who obtains their PID within the first 2 calendar years of employment will advance one step on the faculty salary scale, if they have not already received a step for Part G of the Initial Placement Form.
2. The effective date of the step increase will be the date that HR receives proof of completion of the PID.
3. Faculty members are responsible for submitting the proof of completion of the PID to HR Advising.
4. This agreement refers to the Provincial Instructor Diploma only and equivalencies will not be considered.
5. There will be no consequential change made to the interpretation of any other provision of the collective agreement as a result of this agreement.

“Richard MacIntosh”  
Richard MacIntosh  
Chair  
BCGEU Faculty

“Laura Mills”  
Laura Mills  
Acting Manager, Labour Relations  
BCIT

November 15, 2005

November 14, 2005

**LETTER OF UNDERSTANDING #6 – SELECTION COMMITTEES FOR EXCLUDED MANAGERS**MEMORANDUM OF AGREEMENT  
betweenTHE BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY  
andTHE BCIT FACULTY AND STAFF ASSOCIATION  
andTHE BC GOVERNMENT EMPLOYEES' UNION – BCGEU FACULTY  
and

THE BC GOVERNMENT EMPLOYEES' UNION – BCGEU SUPPORT STAFF

Re: Selection Committees for Excluded Managers

The Parties agree as follows:

1. Selection Committees for excluded BCIT managers shall include representatives from the bargaining units that represent employees at BCIT.
2. When a vacancy is created or arises for a BCIT management position, the Employer shall provide the bargaining units with notice of the vacancy. The notice shall include the number of members in each bargaining unit who report through to the position being filled.
3. After issuance of such notice, a Selection Committee shall be formed as follows:
  - a. Each bargaining unit shall have the right to appoint, within 10 days of notice as in paragraph 2, one (1) member from its bargaining unit to the Selection Committee;
  - b. If a bargaining unit decides, at their discretion, not to appoint a committee member to the Selection Committee, they can choose to give their seat to another bargaining unit, by giving notice to BCIT Human Resources;
  - c. Failure by a bargaining unit to appoint a member to the Selection Committee, or to provide notice as in 3(b), will result in the search process proceeding without an appointed member from that bargaining unit;
  - d. The bargaining units shall make every reasonable effort to appoint employees from the program and/or service areas that report through to the position being filled;
  - e. The Employer shall have the right to appoint a number of representatives to the Selection Committee that is equal to the total number of bargaining unit representatives;
  - f. The Selection Committee may seek the assistance of additional non-voting members where there is a need for additional expertise; and
  - g. The Selection Committee shall be chaired by one of the Employer representatives on the Committee. In the event of a tie vote, the Chair will cast an additional vote to break the tie.
4. The Employer shall prepare the job description and the posting, provide them to the members of the Selection Committee, and post the vacancy.
5. The Selection Committee shall do the following, exercising their best judgement:
  - a. provide feedback on what attributes or characteristics are valuable in selecting a suitable applicant for the position;
  - b. review shortlisted applications based on the job description, the posting, and the attributes or characteristics that may be relevant to the position;
  - c. interview and assess the shortlisted candidates; and
  - d. within five (5) days of the final interview, select the most suitable applicant for the position,

in the opinion of the majority of the Selection Committee.

- 6. Where any of the Parties has a preferred candidate, the Selection Committee shall be so notified. If the majority of the Selection Committee agrees to select the preferred candidate, the Selection Committee may provide the hiring administrator with a selection, without having to go through the posting process.
- 7. If the selected candidate becomes unavailable, the matter shall be referred back to the Selection Committee for review. The Selection Committee shall do one of the following: select one of the other shortlisted candidates; recommend that the vacancy be reposted; or recommend that a new Selection Committee be struck.
- 8. The process described in this Memorandum of Agreement shall not apply to the following:
  - a. the selection of the BCIT President;
  - b. vacancies for excluded positions below the level of Director that do not have managerial authority over bargaining unit employees;
  - c. acting or temporary management vacancies that have a term of 12 months or less, or in the case of backfill 18 months or less. The parties may agree to a longer appointment by mutual agreement; and
  - d. positions in the Employer’s Human Resources department.
- 9. The Employer shall notify the bargaining units in writing within 10 days of a new position being created or when there is the intention to fill a vacancy as described in paragraph 8(b). Notice shall include the job description and posting for the position.

Agreed by the Parties effective June 1, 2020.

For BCIT:  
“Ana Lopez”

For the FSA:  
“Colin Jones”

For BCIT:  
“Katie Cobban”

For the FSA:  
“Terry Gordon”

For the BCGEU Faculty:  
“Cory Langford”

For the BCGEU Support Staff:  
“Richard Schaeffer”

For the BCGEU Faculty:  
“Angela Mahlmann”

For the BCGEU Support Staff:  
“Linsay Buss”



LETTER OF UNDERSTANDING #7 – MANDATORY RETIREMENT  
between  
THE BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY  
and  
THE BRITISH COLUMBIA GOVERNMENT AND SERVICE EMPLOYEES' UNION  
and  
THE BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY STAFF SOCIETY

Re: Mandatory Retirement

The parties agree that in the event the BCIT Board of Governors decides to abolish the Institute's current age 65 mandatory retirement policy, the following conditions will apply:

- (1) No employee will be required to retire due to age, provided that the Employee is capable of carrying out their duties.
- (2) Employees that retire from the Institute and are subsequently re-employed will be considered new employees.
- (3) Employees will receive notice by November 30<sup>th</sup> of the duty year in which they turn 65 of their options with respect to retirement or continuation of employment. Such employees will be required to advise the Employer by December 30<sup>th</sup> of that same year of whether they will be continuing their employment beyond the end of their duty year.
- (4) Individuals who continue to work beyond the end of the duty year in which they turn 65:
  - a) will not be entitled to LTD coverage as set out in Appendix A – Part II. Cessation of Plan Coverage will be in accordance with Appendix A 2.8.
  - b) will be entitled to Group Life insurance in the amount of \$10,000 until age 70.
  - c) will not be entitled to the provisions of Article 26.8.
  - d) will be entitled to access the Short Term Illness and Injury plan as set out in Appendix A – Part I.
- (5) The duty year will continue to be defined as September 1 through August 31.
- (6) An employee who is over the age of 65, and who has been absent from active employment as a result of illness or injury for a 6 month period, may, at the Institute's discretion, be terminated from employment at the Institute
- (7) The Parties agree that the following collective agreement articles will be interpreted as follows:
  - a) 12.2 Pre-Layoff canvass  
The reference to "early retirement" will be understood to mean "retirement"
  - b) Article 12.5 – Regular Employees and Layoff  
The reference to "early retirement" will be understood to mean "retirement"
  - c) Article 17.11 – Annual Leave on Retirement  
The reference "or who has reached the mandatory retiring age" will have no application.
  - d) Article 19.16 – Pre-Retirement Leave

- e) The reference “or mandatory retiring age” will have no application.  
Article 19.17 – Early Retirement Incentive  
For the purposes of this article only, the reference to “normal retirement” shall be retirement at the age of 65. The definition of “early retirement” will continue to be applicable for Early Retirement Incentives under this article.
  - f) Early Retirement Incentive Memorandum of Agreement (02Voc03)  
The reference to “years to retirement” will have no application.
- (8) The Parties agree that an annual review and assessment of the impact that the abolishment of the mandatory retirement policy has had on Employees, the Union and the Institute will take place in October of 2005 and each subsequent calendar year.

On behalf of:

The BCGEU Faculty

The British Columbia Institute of  
Technology

Ken Holmes  
BCGEU Staff Representative

Tomi Eeckhout  
VP, Human Resources

October 6, 2004

LETTER OF UNDERSTANDING #8 – JURISDICTIONAL DISPUTE RESOLUTION  
PROCESS

Preamble

The purpose of this agreement is to outline a jurisdictional dispute resolution process, which is equitable, expeditious and reflects the desire of the Parties to promote effective working relationships.

The Parties agree that the following process will be used in the event of a dispute respecting the appropriateness of a bargaining unit placement where the Institution introduces a new position or significantly revises an existing position.

Process

A. Pre-Assignment Consultation

1. The Employer agrees to provide the Union and the Association with notice of its intention to assign a new position or to significantly alter an existing position to one of the three bargaining units at BCIT. The Employer further agrees to meet jointly with the Association and the Union prior to posting the job to discuss the bargaining unit assignment for the new position after having provided the Union and the Association with the job description and organizational chart/reporting relationship for the new position. The Union/Association may also request such things as a draft job posting, course outline, and other relevant information.
2. The following process will be used for the purposes of paragraph 1: the Employer will notify the Union and the Association by letter with attached job description and organization chart and will specify a time, place and date to meet to discuss the new position within ten (10) working days of the notice. The meeting shall take place at the time and date specified unless the parties mutually agree to postpone or cancel the meeting.
3. The Employer shall be entitled to post the new position following the completion of the meeting described above.

B. Jurisdictional Dispute Umpire

1. Where there exists a disagreement over the jurisdictional assignment made by the Employer, a party to this agreement may refer the matter within thirty (30) calendar days of the posting to the Jurisdictional Assignment Umpire.
2. The referring party shall send a copy of the referral to all other parties to this agreement. The referral will set out the full particulars of the dispute, a description of the referring party's position on the matter, and copies of all documents upon which the party intends to rely.
3. Each party shall provide the other parties with the full particulars of their case and with copies of all their reliance documents no later than seven (7) calendar days prior to the date of the hearing.
4. Hearings conducted pursuant to this agreement shall, whenever reasonably possible, be held at the Burnaby campus of the Institute.
5. The parties agree not to use outside legal counsel at the hearings.

6. The hearings will be expedited in all respects and will be conducted on an informal basis as far as is reasonably possible.
7. The expenses and fees of the Umpire will be borne equally among the parties involved in the dispute.
8. In determining the appropriateness of the bargaining unit placement, the Umpire shall be entitled to consider:
  - a) Job elements
  - b) Past practice
  - c) Impact on industrial relations
  - d) Community of interest
  - e) Certificates of Bargaining Authority
  - f) Other factors deemed appropriate by the Umpire
9. The Umpire will endeavour to render a decision within twenty-one (21) days of the conclusion of the hearing.
10. The decision of the Umpire shall be final and binding on all parties to this agreement.

Tomi Eeckhout  
Director  
Labour Relations

Ken Holmes  
Staff Representative  
BCGEU

Cal Davis  
Acting General Secretary  
FSA

Date: Sept. 28, 2000

Date: October 5, 2000

Date: October 5, 2000

## LETTER OF UNDERSTANDING #9 – ARBITRATION PROCEDURES

## INTERPRETATION

I. In this Part, "*arbitration board*" includes:

- (a) a single arbitrator; or
- (b) another tribunal or body appointed or constituted under this Part or a Collective Agreement;

## FEES AND COSTS

II. Each Party to an arbitration shall bear:

- (a) its own fees, expenses and costs;
- (b) the fees and expenses of a member of an arbitration board that is appointed by or on behalf of that Party; and
- (c) equally the fees and expenses of the chairman or a single arbitrator.

## POWERS OF THE ARBITRATION BOARD

III. An arbitration board has power to:

- (a) receive and accept evidence and information on oath, affidavit or otherwise as in its discretion it considers proper, whether or not the evidence is admissible in a court of law;
- (b) enter during regular working hours any land, ship, vessel, vehicle, aircraft or other means of conveyance or transport, factory, workshop or place of any kind where
  - (i) work is or has been done or commenced by Employees;
  - (ii) an Employer carries on business; or
  - (iii) anything is taking place concerning a matter referred to it under this Act

and may inspect any work, material, appliance, machinery, equipment or thing in it, and interrogate a person in relation to it; and

- (c) authorize a person to do anything the arbitration board may do under paragraph (b) and report to the arbitration board in the presence of the Parties or their representatives as a witness subject to cross examination by each Party.

## SUMMONS TO TESTIFY

IV. An arbitration board may, at the request of a Party to the arbitration or on its own motion, summon and endorse the attendance of witnesses and compel them to give evidence on oath and to produce the documents and things it considers requisite to a full consideration of matters before the arbitration board, in the same manner as a court of record in civil cases.

## DECISION OF ARBITRATION BOARD

- V. The decision of an arbitration board is binding:
- (a) on the Parties;
  - (b) in the case of a Collective Agreement between a trade union and an Employers' organization, on the Employers bound by the Agreement who are affected by the decision;
  - (c) in the case of a Collective Agreement between a council of trade unions and an Employer or an Employers' organization, on the council, the constituent trade unions in it and the Employer or Employers covered by the Agreement, who are affected by the decision; and
  - (d) on the Employees bound by the Collective Agreement who are affected by the decision,
- and they shall comply in all respects with the decision.

88 November 18

## LETTER OF UNDERSTANDING #10 – JURISDICTIONAL OVERLAP

between

THE BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY

And

THE BRITISH COLUMBIA GOVERNMENT AND SERVICE EMPLOYEES' UNION

and

THE BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY STAFF SOCIETY

Re: Jurisdictional Overlap

The Parties have unanimously agreed that for Employees where the jurisdiction of their position has changed the following will apply:

1. They have a specified period (1 week) to decide to (a) move to the "new" Union; or (b) remain in their current Union.
2. If they select (a), they will move to the "new" Union immediately and henceforth be covered by all Collective Agreement provisions of the "new" Union, pay dues to the "new" Union and in all ways be considered a member of the "new" Union.
3. If they select (b), they will remain in their current Union until they leave the position (eg. from retirement, resignation) and will continue to be members of their current Union, pay dues to their current Union and be covered by all Collective Agreement provisions of their current Union with the exception of staff reduction/provisions.
4. In cases where the Employer indicates intent to proceed with staff reduction/layoff of persons in positions where individuals have chosen option (b), the applicable Collective Agreement staff reduction/layoff provisions will be those of the Union granted jurisdiction of the positions. The seniority of Employees in the positions involved will be considered merged for purposes of the staff reduction/layoff process.
5. In cases where an individual has chosen option (b), when they leave the position, the replacement Employee will be hired through the Collective Agreement provisions of the "new" Union, will pay dues to the "new" Union and in all ways be considered a member of the "new" Union.

L. Toscak  
BCGEU Representative

J. Stockdale  
BCIT Representative

C.V. Spong  
BCIT Staff Society

Dated: 89 June 09

## LETTER OF UNDERSTANDING #11 – TRANSFER BETWEEN BARGAINING UNITS

between

THE BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY

and

THE BRITISH COLUMBIA GOVERNMENT AND SERVICE EMPLOYEES' UNION

and

THE BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY STAFF SOCIETY

Re: Voluntary Transfer between Bargaining Units

The Parties have unanimously agreed that for BCIT Employees who have voluntarily moved from one Union jurisdiction to another the following will apply:

1. They will carry with them their accrued seniority to the date of the transfer.
2. (a) Sick Leave - Staff Society members transferring to the BCGEU: Employees carry with them banked sick leave to be used to "top up" STIIP. Any unused credits will be paid out on retirement as per the BCGEU Collective Agreement.  
  
(b) Sick Leave - BCGEU members transferring to the Staff Society: Employees will carry with them any banked sick leave. Those with no bank or one with less than six (6) days will be given a six (6) day bank.
3. Vacation entitlement will be prorated as of the date of transfer and will be calculated on service time based on their accrued seniority.
4. Any difference in Employee benefit provisions will be effective as of the date of transfer. Coverage will be continuous.
5. Employees who are grandfathered members of the Pension (Public Service) Plan will remain in that plan. Members of other plans will move to the plan appropriate to their new position as of the date of transfer.
6. As of the date of transfer all terms and conditions of the new Collective Agreement covering the new position will apply to the transferring Employee.

L. Toscza  
BCGEU Representative

J. Stockdale  
BCIT Representative

C.V. Spong  
BCIT  
Staff Society Representative

Dated: Nov. 1/89



LETTER OF UNDERSTANDING #12 – COMMITTEE FOR DEVELOPING LANGUAGE  
AND PROCESS FOR JOB SHARING

Re: Committee for Developing Language and Process for Job Sharing

The Employer and the Union agree that the Labour/Management Committee will endeavor to develop procedural language governing job sharing arrangements that are cost neutral to the Employer over the term of the 2019 – 2022 collective agreement.

The findings of the Committee will be submitted to the parties' respective principals for review, and if required, ratification.

Leaves of absence and compensation for attendance at meetings by union representatives on the Committee shall be governed by the provisions of the collective agreement.

Both the Employer and Union will bear the cost of their respective representatives' attendance including travel.

The Committee will begin its work after *within 60 days following ratification*, and conclude its work no later than *December 31, 2020* at which time this Letter of Understanding will expire.

LETTER OF UNDERSTANDING #13 – DEFERRED SALARY LEAVE PLAN

MEMORANDUM OF AGREEMENT

between

THE BRITISH COLUMBIA GOVERNMENT AND SERVICE EMPLOYEES' UNION  
(BCGEU FACULTY )

and

THE BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY

Table of Contents

Introduction  
Overview  
Eligibility  
Application to Participate in The Plan  
Duration of Leave  
Deferral of Leave  
Acceleration of Leave  
Resignation from The Plan  
Leave Arrangement Savings Plan  
Plan Interruption  
Employment Status During Leave  
EI/CPP Contributions  
Benefits  
Pension deductions during Savings Period  
Pension Contributions for the Leave Period  
Beneficiary  
Trust Fund  
Trustee  
Administrative Expenses  
Rights Under The Plan  
Application to Participate

## INTRODUCTION

The Deferred Salary Leave Plan (the Plan) is a vehicle provided by BCIT (the Institute) to eligible BCGEU Faculty through which they may defer a portion of their bi-weekly salary exclusively for the purpose of financing a future leave.

The Plan is authorized by Canada Revenue Agency, reference: Paragraph 6801 of the current Income Tax Act and the broad guidelines under which such a Plan may operate are contained therein.

The Parties agree that they will make any modifications to this Plan that are necessary in order to comply with the Income Tax Act and the appropriate pension plan legislation and their regulations.

The objective of the Plan is to provide the opportunity for all eligible regular employees of the Institute to plan a leave for educational, recreational or any other personal purpose and to save for what will in effect be an unpaid leave using before tax dollars over a maximum period of five (5) years. \*\*Monies received from the Trustee while on Deferred Salary Leave represent taxable income and a T4 will be issued for the year(s) in which payments are received.\*\*

It is expressly understood that the Plan is not established to provide benefits to employees on or after retirement.

The Institute recognizes the value of renewal, upgrading and the freedom of choice in offering the Plan to its employees.

## OVERVIEW

An eligible employee will apply through their administrator (e.g. Dean/Associate Dean) for permission to take a leave to be completed not later than eighty-four (84) months from start of participation in the Plan. The employee will identify the duration of the leave and the amount of salary to be saved (before tax) in the Plan, over a maximum period of sixty (60) months.

The Trustee will cause appropriate investments to be made over the period in which the employee is saving for the leave. Interest income from the investments will be paid to the employee on an annual basis. (This interest income cannot be accrued and is employment income reported on the T4 for the year in which it is received.)

The Institute and the Union shall not be liable to any participant for investments under the Plan.

The employee will go on an unpaid leave subject to conditions contained in the Plan and under the provisions of Article 19.11 (General Leave) in the collective agreement and will receive the total amount of their investment from the Trustee through the Institute's payroll system, or in the form of a lump-sum payment paid directly to the employee.

Under Canada Revenue Agency Regulations, the employee must return to the Institute after the leave for a period at least equal to the leave.

## ELIGIBILITY

The Deferred Salary Leave Plan is available to all eligible regular Faculty who have a minimum of two FTE years of service.

An employee may re-enroll in the Plan in the year following a twelve (12) month period after the return from a leave under this Plan.

#### APPLICATION TO PARTICIPATE IN THE PLAN

Written notice of intent to join the plan shall be made to the applicable administrator ninety (90) calendar days prior to the commencement of the salary deferral period, and shall include the preferred date(s) of the leave period.

The timing and date(s) of the leave are subject to the approval of the applicable administrator. This approval shall not be unreasonably withheld.

Commencement of the leave plan will be at a mutually agreed time between the employee and the applicable administrator and will normally begin at the start of the calendar year, academic year or commencement of an instructional assignment.

Subject to compliance with Canada Revenue Agency Guidelines and the provisions of the Plan, the Institute will endeavor to grant the application. The Vice President, Human Resources will consult with the employee and their administrator in cases of operational difficulty when an application will not be granted. Such cases would include a proposed leave coinciding with a unique need for the employee to be present at the Institute or where an unreasonable number of simultaneous leaves in the same department are proposed. Such a situation would result in discussion with the employee(s) to resolve the matter. In all applications, the decision of the Vice President, Human Resources is final. (See also Deferral of Leave.) Participation in the Plan shall not be unreasonably denied.

Application will be made on the standard application form and must include the precise dates of the proposed leave and the percentage of deferral for each year. The application forms are available on-line from the Human Resources website.

#### DURATION OF LEAVE

Canada Revenue Agency Regulations state that a leave must be of a minimum six (6) months and a maximum twelve (12) months duration and must be completed by eighty-four (84) months after the commencement of the Deferral Plan. Otherwise, the balance of the investment will be paid out to the employee by the Trustee on that date and will require to be accounted for as income by the employee.

#### DEFERRAL OF LEAVE

A one-time postponement of the planned leave is permitted and may be requested by the employee or by the Institute in exceptional circumstances and will not be unreasonably refused by the other party. Such deferral will be arranged so as to allow completion of the leave within eighty-four months of enrolment in the Plan.

#### ACCELERATION OF LEAVE

Acceleration of the proposed leave may be considered.

#### RESIGNATION FROM THE PLAN

Resignation from the Plan is permitted in the following circumstances:

1. Death of the employee.

2. Employee ceases to be employed by the Institute.
3. Voluntary resignation.

The above resignation provisions are built into the Trust Agreement under which Plan savings contributions are held and invested. However, arrangements for the payout of accrued interest and principal will be subject to the policies of the Trustee, including 35 days notice, and any payout will be taxable income for the year in which it is received.

#### LEAVE ARRANGEMENT SAVINGS PLAN

The savings plan will not be less than two (2) years and will not normally extend beyond sixty (60) months from start of enrolment in the Plan, unless a one-time interruption of savings (to a maximum of one (1) year) is requested by the employee. A percentage to be applied to each year, not to exceed 33 1/3%, will be identified on the application and the aggregate of percentages will not exceed 100% in any case.

Paid or unpaid leaves available to employees under the collective agreement will not constitute interruption of employment as far as the Plan is concerned, but may have an effect on a savings plan.

Changes to savings plans (i.e. extension, increase) must be requested by the employee in writing thirty (30) days prior to the effective date of the change.

#### PLAN INTERRUPTION

For any reason, an employee may request, in writing, that the savings plan be interrupted for a maximum period of one (1) year. However, such action may limit the right to defer the leave in order to have it completed within eighty-four (84) months.

#### EMPLOYMENT STATUS DURING LEAVE

During the period of the leave under this Plan, the employee will be considered to be on an unpaid leave. During the period of the leave the employee may not receive any remuneration from the Institute, including curriculum development, Industry Services and Part-time Studies. This is an Income Tax Act regulation.

Seniority Status - Seniority will accrue in accordance with the current collective agreement. During the Deferred Salary Leave period, seniority will not accrue.

Vacation Accrual - Accrual is based upon time actively worked in the affected year. (Normally, accrued vacation will be used prior to the commencement of Deferred Salary Leave; however, utilization may be related to operational needs.)

Increments - Employees on Deferred Salary Leave will not be entitled to normal incremental progression.

#### EI/ CPP CONTRIBUTIONS

EI premiums are based upon the employee's gross salary before deferrals during the period of deferral and no premiums are withheld from the deferred amounts when paid to the employee during the leave period. (Canada Revenue Agency, Rulings, Dec.12/89 & BCTF, Oct.1/90.)

Canada Pension Plan (CPP) premiums are based upon the salary the employee actually receives during both

the deferral period and the leave period. When the deferred amounts are paid to the employee by a trustee, that trustee is deemed to be an employer of that employee by the CPP Act and is therefore required to pay the employer's contribution in respect of the employee. Where the employee is responsible for the employer's CPP contributions, such amounts will not be included in the amount reported as income for the employee on salary deferral. (Canada Revenue Agency, Rulings, Dec.12/89 & BCTF Oct.1/90.)

Union Dues are based upon the gross salary before deferrals and no dues are withheld from the deferred amounts when paid to the employee during the leave period.

#### **BENEFITS**

During the leave period, maintenance of benefits may be available for unpaid leave according to Human Resources' practices.

If benefits are to be maintained, the entire cost of the premiums are the sole responsibility of the employee. Payment of premiums will be administered through Human Resources. Payments must be kept up-to-date including any premium rate changes, to ensure continuity of coverage.

Out-of-country benefit coverage for the Medical Services Plan cannot exceed 12 months. MSP requires that they be notified of details concerning your absence from Canada. Continuation of Extended Health and Dental coverage is limited to 12 months for employees on the leave without pay.

#### **PENSION DEDUCTIONS DURING SAVINGS PERIOD**

Contributions to your pension plan are based upon "pensionable" gross earnings prior to deductions to the Deferred Salary Leave Plan. Thus, when deferred savings are paid during the leave period, pension contributions are not deducted. As your taxable income during the Savings Period is gross earnings less savings, yet your pension contributions are based upon your entire gross earnings, this may affect your eligibility to contribute to an RRSP. It would be advisable to consult with your financial advisor.

#### **PENSION CONTRIBUTIONS FOR THE LEAVE PERIOD**

Pensionable service can be purchased for the period of the leave by paying for both employee and employer shares of contributions. Applications to purchase the leave can be made upon return from the leave. The deadline to purchase service is within five years from the end of the leave period or before termination of employment, whichever occurs first.

Contact the Pension Corporation (1-888-440-0111 for the College Pension Plan) with any questions or contact your Human Resource Department.

#### **BENEFICIARY**

It is not necessary to designate a beneficiary when completing forms for Deferred Salary Leave. Upon receipt of a death certificate, the accrued amount of deferred salary will be paid to the employee's estate.

#### **TRUST FUND**

All contributions to the Plan will be transferred by the Institute to a Trust Fund as specified in the Trust

Agreement. The Trust Fund will constitute a fund held by the Trustee and will not form any part of the revenue or assets of the Institute. The Institute will have no responsibility for management or control of the fund, and will not be held liable for any acts or omissions of the trustee, or its agents. Neither the Institute nor the Union shall be liable to any participant for investments under the Plan.

#### TRUSTEE

The Trustee will cause contributions made to the Plan to be invested in accordance with the directions of the Trust Agreement.

The trustee, will, on an annual basis, provide the participants with a T4 Statement of their earned interest and payment of interest.

The Trustee will make semi-annual reports to each employee, detailing the principal amount accrued in the Plan including any interest not yet paid out. The Trustee will also provide an annual report to the Institute.

During a participant's leave, the Trustee will cause the accumulated principal amount to be remitted to the Institute for distribution to the participant. A Form T4 will be issued to each employee by the Institute at the end of each calendar year in which a leave is taken.

#### ADMINISTRATIVE EXPENSES

The Institute will bear all processing expenses of the Plan except where they may relate to fees of the Trustee in which case they will become a charge to the Trust Fund to be borne by the participants in accordance with the Trust Agreement.

#### RIGHTS UNDER THE PLAN

Neither the Institute nor any participant in the Plan will pledge or hypothecate any rights under the Plan as security for a loan or for any other purpose.

## BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY

## BCGEU FACULTY

## DEFERRED SALARY LEAVE PLAN

## APPLICATION TO PARTICIPATE

Name: \_\_\_\_\_

I have read the attached Deferred Salary Leave Plan document and I agree to participate in the plan under the following terms and conditions.

1. **Enrolment in Plan**  
My enrolment will become effective commencing \_\_\_\_\_. Payroll will start deducting on \_\_\_\_\_.
2. **Details of Savings Plan**  
I direct my employer to withhold \_\_\_\_\_ percent of my compensation during my participation in the Plan. (Annual percentage may not exceed 33 1/3% and the aggregate of percentages may not exceed 100%.) I understand that I may vary the directions set out in my savings plan by submitting a written request to Finance thirty (30) days prior to the effective date of any change.
3. **Deferred Salary Leave Plan**  
The plan will extend from date of enrolment until \_\_\_\_\_, a period not exceeding sixty (60) months. (Savings plans should end at least one full month prior to start of leave to allow time for processing payout.)
4. **Leave of Absence**  
My leave will commence on *(date)* \_\_\_\_\_, and extend to *(date)* \_\_\_\_\_, a period not less than six (6) but not more than twelve (12) months. I understand that both I and the Institute will have the right to make a one-time deferral of leave, but the leave, including any such deferral must be completed by \_\_\_\_\_ (being eighty-four (84) months after enrolment in the Plan).
5. **Interruption from Participation in the Plan**  
Under certain circumstances, as stated in the current Plan document, I may request a one-time interruption of my participation in the Plan for a period of up to twelve (12) months.
6. **Return to Employment**  
I understand that I must return to employment with the Institute for a period of time not less than the period of leave.
7. **Main Purpose of Plan**  
The plan is established for the main purpose of permitting the participant to fund a leave of absence, not to provide benefits to the participant on or after retirement.
8. **Trustee Fees**  
Processing expenses including annual trustee maintenance fees are borne by the participants of the plan.
9. **Investments**  
I understand that the Institute and the Union shall not be liable to any participant for the investments under the Plan.



10. Rights under the Plan

I understand that as a participant in the plan I cannot pledge or hypothecate any rights under the Plan as security for a loan or for any other purpose.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

APPLICATION SEEN:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dean/Associate Dean/Manager Signature

APPLICATION MEETS TAX  
RULES:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director, Finance Signature

APPLICATION APPROVED:

\_\_\_\_\_  
Date

\_\_\_\_\_  
VP, Human Resources

Distribution:

Original – Human Resources

Copy – Employee

Copy – Manager

Copy - Payroll

DSLIP Application to Participate  
Human Resources  
June 2015

LETTER OF UNDERSTANDING #14 – PROFESSIONAL DEVELOPMENT ALLOWANCE

RE: Professional Development Allowance Grievance dated April 25, 2005 - BCGEU No. 86932

This agreement resolves all outstanding issues related to the implementation of the professional development allowance negotiated in the Memorandum of Settlement for the April 1, 2001 - March 31, 2004 Collective Agreement (the "PDA").

It is the intent of the parties that there will be no additional costs or liabilities placed on the Institute except as specifically set out in this agreement.

The parties agree to resolve the above noted grievance on a without prejudice basis as follows:

1. All regular ongoing full time employees who have been at the top step of the salary scale for at least one calendar year as of April 1, 2004 of shall be entitled to a Professional Development Allowance in the amount of \$2,400 per year.
2. All regular ongoing full time employees who have been at the top step of the salary scale for at least one calendar year as of April 1, 2005 of shall be entitled to a Professional Development Allowance in the amount of \$2,400 per year.
3. All regular ongoing full time employees who have been at the top step of the salary scale for at least one calendar year as of April 1, 2006 of shall be entitled to a Professional Development Allowance in the amount of \$2,400 per year.
4. All regular ongoing full time employees who have been at the top step of the salary scale for at least one calendar year as of April 1, 2007 and each year thereafter shall be entitled to a Professional Development Allowance in the amount of \$2,400 per year.
5. This PDA will be paid bi-weekly as a part of salary and will be administered in the same manner as, and is simply an extension to, the PDA negotiated in the Memorandum of Settlement for the April 1, 2001 - March 31, 2004 Collective Agreement.
6. The parties agree there will be no consequential changes to the interpretation of the collective agreement as a result of this grievance resolution.

LETTER OF UNDERSTANDING #15 – SECONDARY DEPARTMENT HEAD INDUSTRIAL  
INSTRUMENTATION DEPARTMENT

1. This Letter of Understanding applies if the Institute creates a secondary Department Head position for the Industrial Instrumentation Department (School of Energy) for the afternoon shift. This Department Head will be appointed through the regular search process as set out in Article 33.5 of the Collective Agreement.
2. The Department Head position referenced in Paragraph 1 above will:
  - a. receive a Department Head stipend pursuant to Article 33.4 of the Collective Agreement; and
  - b. not be entitled to release time pursuant to Article 33.3 of the Collective Agreement because the first Department Head maintains the responsibilities normally allotted to a Department Head in the Industrial Instrumentation Department.
3. The Institute maintains the sole right to bona fide determine in the future the ongoing need of whether or not this secondary Department Head position is required based on operational needs.

**LETTER OF UNDERSTANDING #16 – PUBLIC SECTOR GENERAL WAGE INCREASE**

1. If a public sector employer as defined in s. 1 of the Public Sector Employers Act enters into a collective agreement with an effective date after December 31, 2018 and the first three (3) years of the collective agreement includes a cumulative nominal (not compounded) general wage increase of more than 6%, the general wage increase in the 2019-2022 Collective Agreement will be adjusted on the third anniversary of the 2019-2022 Collective Agreement so the cumulative nominal (not compounded) general wage increases are equivalent. This Letter of Understanding is not triggered by any general wage increase awarded as a result of binding interest arbitration.
  
2. A general wage increase and its magnitude in any agreement is as defined by the PSEC Secretariat and reported by the Secretariat to the Minister of Finance.
  
3. For certainty, a general wage increase is one that applies to all members of a bargaining unit and does not include wage comparability adjustments, targeted lower wage redress adjustments, labour market adjustment, service improvement allocations, and is net of the value of any changes agreed to by a bargaining agent for public sector employees to obtain a compensation adjustment.

This Letter of Understanding will be in effect during the term of the 2019-2022 Collective Agreement.

**LETTER OF UNDERSTANDING #17 – INITIAL PLACEMENT FORMS**

The parties hereby acknowledge and agree to the following:

1. When hiring a faculty member, the BCGEU Faculty Initial Placement Criteria Form in Schedule 1 is to be used;
2. When hiring a faculty member in the Heavy Equipment Department, the BCGEU Faculty Initial Placement Criteria Form in Schedule 1 shall be used, provided the minimum placement for faculty hired into the Heavy Equipment Department for those who do not possess a Provincial Instructor Diploma will be at Step 8 of the faculty salary scale.

Heavy Equipment Department faculty will not be able to advance past Step 8 until they have achieved their Provincial Instructor Diploma. This barrier does not affect current Heavy Duty Equipment Department faculty whom have already advanced beyond this Step before June 1, 2020;

3. When hiring a faculty member in the Industrial Instrumentation Department, the BCGEU Faculty Initial Placement Criteria Form in Schedule 2 shall be used, provided the maximum placement for faculty hired into the Industrial Instrumentation Department for those who do not possess a Provincial Instructor Diploma will be at Step 9 of the faculty salary scale.

Effective June 1, 2020, Industrial Instrumentation Department faculty will not be able to advance past Step 9 until they have achieved their Provincial Instructor Diploma. This barrier does not affect current Industrial Instrumentation faculty whom have already advanced beyond this Step before June 1, 2020;

4. When hiring a faculty member in the Power Engineering Department, the BCGEU Faculty Initial Placement Criteria Form in Schedule 3 shall be used, provided the maximum placement for faculty hired into the Power Engineering Department for those who do not possess a Provincial Instructor Diploma will be at Step 9 of the faculty salary scale

Effective June 1, 2020, Power Engineering Department faculty will not be able to advance past Step 9 until they have achieved their Provincial Instructor Diploma. This barrier does not affect current Power Engineering faculty whom have already advanced beyond this Step before June 1, 2020;

5. When hiring a faculty member in the Computer Information System Administration (CISA) Department, the BCGEU Faculty Initial Placement Criteria Form in Schedule 4 shall be used, provided the maximum placement for faculty hired into the CISA Department for those who do not possess a Provincial Instructor Diploma will be at Step 9 of the faculty salary scale.

Effective June 1, 2020, CISA Department faculty will not be able to advance past Step 9 until they have achieved their Provincial Instructor Diploma. This barrier does not affect current CISA faculty whom have already advanced beyond this Step before June 1, 2020; and

6. When hiring a faculty member in the Technology Teacher Education (TTed) Department, the BCGEU Faculty Initial Placement Criteria Form in Schedule 5 shall be used, provided the maximum placement for faculty hired into the TTed Department for those who do not possess a Provincial Instructor Diploma will be at Step 9 of the faculty salary scale.

Effective June 1, 2020, TTed Department faculty will not be able to advance past Step 9 until they have achieved their Provincial Instructor Diploma. This barrier does not affect current TTed faculty whom have already advanced beyond this Step before June 1, 2020.

Schedule 1  
BCGEU FACULTY INITIAL PLACEMENT CRITERIA

Employee Name: \_\_\_\_\_

Date: \_\_\_\_\_

Department: \_\_\_\_\_

Program: \_\_\_\_\_

This form is to be completed and forwarded to the Dean or equivalent with final approval by the Human Resources Department.

STANDARD QUALIFICATIONS:	
CRITERIA	EXPERIENCE/QUALIFICATIONS
A. TQ/IP or industry certificate or appropriate other credential;	TQ/IP# (if applicable) _____
B. Five (5) years' relevant industry experience;	
C. Previous supervisory and/or teaching experience;	
D. Skills/Abilities to instruct the curriculum (communication, writing and inter-personal skills)	
<b>BASIC PLACEMENT ON SALARY SCALE: STEP 2</b>	

ADD:		
CRITERIA	EXPERIENCE/QUALIFICATIONS	STEP
E. One (1) additional step for each specialized technical training/apprenticeship/diploma/degree relevant to the applied industry experience to a maximum of two (2) steps;		
F. One (1) additional step for every three (3) years of relevant industry experience to a maximum of three (3) steps;		

ADD:		
CRITERIA	EXPERIENCE/QUALIFICATIONS	STEP
G. One (1) additional step for Provincial Instructor Diploma or equivalent;	Date of Diploma _____	

<b>INITIAL PLACEMENT:</b>	Per salary scale \$ _____	<b>STEP</b> (Max. Step 7 without PID) (Max. Step 8 with PID)
---------------------------	------------------------------	--

Approved by: \_\_\_\_\_  
Dean/Associate Dean/Manager

Date: \_\_\_\_\_

*NOTE: Experience or education used to fulfill criteria under one category, cannot be used to fulfill another category. An initial appointment cannot be processed until this form is returned to Human Resources with the candidate's resume and supporting documentation. Certified copies of degree(s) and/or professional certificates(s) must be attached*

Schedule 2  
 BCGEU FACULTY PLACEMENT CRITERIA (Industrial Instrumentation)

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Department: \_\_\_\_\_ Program: \_\_\_\_\_

This form is to be completed and forwarded to the Dean or equivalent with final approval by the Human Resources Department.

STANDARD QUALIFICATIONS:	
CRITERIA	EXPERIENCE/QUALIFICATIONS
A. Two (2) steps for four year apprenticeship program, plus five (5) years of work experience as a Journeyperson;	TQ/IP# (if applicable) _____
B. One (1) additional step for Provincial Instructor Diploma, or equivalent;	Date of Diploma _____
C. One (1) additional step for at least two (2) years of training related to the trade including a certificate, diploma or degree;	
D. One (1) additional step for every two (2) years of experience as a supervisor or foreman to a maximum of two (2) steps;	
E. One (1) additional step for a 4 <sup>th</sup> Class Power Engineering Certificate.	
<b>BASIC PLACEMENT ON SALARY SCALE:</b> (Min. Step 2) <span style="float: right;">(Max. Step 7)</span>	

ADD:		
CRITERIA	EXPERIENCE/QUALIFICATIONS	STEP
F. One (1) additional step for each year of post-secondary teaching experience to a maximum of two (2) steps;		
G. One (1) additional step for every two (2) years of teaching experience, other than post-secondary, to a maximum of two (2) steps;		
H. One (1) additional step for every three (3) years of relevant industry experience to a maximum of two (2) steps.		

<b>INITIAL PLACEMENT:</b>	Per salary scale	STEP
	\$ _____	(Max. Step 9)

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Dean/Associate Dean/Manager

*NOTE: Experience or education used to fulfill criteria under one category, cannot be used to fulfill another category. An initial appointment cannot be processed until this form is returned to Human Resources with the candidate's resume and supporting documentation. Certified copies of degree(s) and/or professional certificates(s) must be attached*

Schedule 3  
 BCGEU FACULTY INITIAL PLACEMENT CRITERIA (Power Engineering)

Employee Name: \_\_\_\_\_

Date: \_\_\_\_\_

Department: \_\_\_\_\_

Program: \_\_\_\_\_

This form is to be completed and forwarded to the Dean or equivalent with final approval by the Human Resources Department.

STANDARD QUALIFICATIONS:	
CRITERIA	EXPERIENCE/QUALIFICATIONS
A. One (1) step for a 4 <sup>th</sup> Class Power Engineering Certificate plus one (1) additional step for a 3 <sup>rd</sup> Class Certificate, one (1) additional step for a 2 <sup>nd</sup> Class Certificate, and an additional two (2) steps for a 1 <sup>st</sup> Class Power Engineering Certificate to a maximum of five (5) steps;	
B. One (1) additional step for a degree at the Bachelor level;	
C. One (1) additional step for a Masters Degree;	
D. One (1) additional step for a Ph .D Degree;	
<b>BASIC PLACEMENT ON SALARY SCALE:</b> (Min. Step 2) <span style="float: right;">(Max. Step 5)</span>	

ADD:		
CRITERIA	EXPERIENCE/QUALIFICATIONS	STEP
E. One (1) additional step for each year of post-secondary teaching experience to a maximum of two (2) steps;		
F. One (1) additional step for every two (2) years of teaching experience, other than post-secondary, to a maximum of two (2) steps;		
G. One (1) additional step for every five (5) years of relevant industry experience to a maximum of three (3) steps.		

<b>INITIAL PLACEMENT:</b>	Per salary scale	STEP
	\$	(Max. Step 9)

Approved by: \_\_\_\_\_  
 Dean/Associate Dean/Manager

Date: \_\_\_\_\_

*NOTE: Experience or education used to fulfill criteria under one category, cannot be used to fulfill another category. An initial appointment cannot be processed until this form is returned to Human Resources with the candidate's resume and supporting documentation. Certified copies of degree(s) and/or professional certificates(s) must be attached*



Schedule 4  
BCGEU FACULTY INITIAL PLACEMENT CRITERIA (CISA)

Employee Name: \_\_\_\_\_

Date: \_\_\_\_\_

Department: \_\_\_\_\_

Program: \_\_\_\_\_

This form is to be completed and forwarded to the Dean or equivalent with final approval by the Human Resources Department.

STANDARD QUALIFICATIONS:	
CRITERIA	EXPERIENCE/QUALIFICATIONS
A. One (1) step for a BCIT Diploma, or equivalent	
B. One (1) additional step for every two (2) relevant industry certifications to a maximum of three (3) steps;	
C. One (1) additional step for a degree at the Bachelor level;	
D. One (1) additional step for a Masters Degree;	
E. One (1) additional step for a Ph .D Degree;	
F. One (1) additional step for Provincial Instructor Diploma, or equivalent;	
<b>BASIC PLACEMENT ON SALARY SCALE:</b>	
(Min. Step 2)	
(Max. Step 5)	

ADD:		
CRITERIA	EXPERIENCE/QUALIFICATIONS	STEP
G. One (1) additional step for each year of post-secondary teaching experience to a maximum of two (2) steps;		
H. One (1) additional step for every two (2) years of teaching experience, other than post-secondary, to a maximum of two (2) steps;		
I. One (1) additional step for every five (5) years of relevant industry experience to a maximum of three (3) steps.		

<b>INITIAL PLACEMENT:</b>	Per salary scale	STEP
	\$	(Max. Step 9)

Approved by: \_\_\_\_\_  
Dean/Associate Dean/Manager

Date: \_\_\_\_\_

*NOTE: Experience or education used to fulfill criteria under one category, cannot be used to fulfill another category. An initial appointment cannot be processed until this form is returned to Human Resources with the candidate's resume and supporting documentation. Certified copies of degree(s) and/or professional certificates(s) must be attached*

Schedule 5  
BCGEU FACULTY INITIAL PLACEMENT CRITERIA (TTed)

Employee Name: \_\_\_\_\_

Date: \_\_\_\_\_

Department: \_\_\_\_\_

Program: \_\_\_\_\_

This form is to be completed and forwarded to the Dean or equivalent with final approval by the Human Resources Department.

STANDARD QUALIFICATIONS:	
CRITERIA	EXPERIENCE/QUALIFICATIONS
A. One (1) step for a Teaching certificate;	
B. One (1) additional step for a degree at the Bachelor level;	
C. One (1) additional step for a Masters Degree;	
D. One (1) additional step for a Ph .D Degree;	
<b>BASIC PLACEMENT ON SALARY SCALE:</b>	
(Min. Step 2)	
(Max. Step 4)	

ADD:		
CRITERIA	EXPERIENCE/QUALIFICATIONS	STEP
E. One (1) additional step for each year of post-secondary teaching experience to a maximum of two (2) steps;		
F. One (1) additional step for every two (2) years of secondary high school technology teaching experience, to a maximum of three (3) steps;		
G. One (1) additional step for specialized technical training/diploma/degree and relevant employment experience (minimum one (1) year).		

<b>INITIAL PLACEMENT:</b>	Per salary scale	STEP
	\$	(Max. Step 9)

Approved by: \_\_\_\_\_  
Dean/Associate Dean/Manager

Date: \_\_\_\_\_

*NOTE: Experience or education used to fulfill criteria under one category, cannot be used to fulfill another category. An initial appointment cannot be processed until this form is returned to Human Resources with the candidate's resume and supporting documentation. Certified copies of degree(s) and/or professional certificates(s) must be attached*

## INDEX

## A

Abandonment of Position .....	31
Acquainting New Employees .....	20
Administrative Provisions .....	23
Agreement to Continue in Force.....	107
Air Travel Insurance .....	83
Alternate Grievance Resolution Procedure .....	27
Amending of Time Limits .....	25
Amending Time Limits.....	27
Annual Leave.....	64
Annual Leave Credits Upon Death.....	66
Annual Leave on Retirement .....	66
Annual Leave Pay .....	65
Appointment Policy .....	34
Approved Leave of Absence with Pay During Annual Leave.....	66
Arbitration.....	26
Arbitration Board Powers.....	80
Arbitration Procedures .....	145
Authorization and Application of Overtime.....	59

## B

Bargaining Agent or Recognition .....	15
Bargaining Unit Defined.....	15
Basic Medical Insurance.....	82
Bereavement Leave.....	68
Board Procedure .....	26
Bridging of Service.....	33
Bulletin Boards.....	16
Burden of Proof.....	30

## C

Call Back from Annual Leave.....	66
Career Development .....	43
Chairperson of Committee .....	94
Change in Agreement .....	107
Changes in Status - Probation .....	36
Charge Outs.....	105
Check-Off of Union Dues .....	19
Classification and Reclassification .....	92
Classification and Salary Assignments .....	92
Classification Appeal Procedure.....	92
Classification Specifications.....	92
Commencement of Bargaining .....	107
Composition of the Board of Arbitration .....	26
Comprehensive Insurance.....	104
Conditions.....	78
Conflict with Regulations .....	13
Continuing Education/Part-Time Studies/Industry Services (CE/PTS/IS) .....	98

Contracting Out .....	81
Conversion of Hours .....	46
Copies of Agreements .....	105
Copyrights .....	56
Correspondence.....	15
Course Evaluation Reports .....	133

**D**

Damage to Personal Property .....	106
Decision of Board .....	26
Definition .....	95
Definition of Child.....	71
Definition of Shift for Shift Premium.....	57
Definitions.....	10
Dental Plan .....	82
Deviation from Grievance Procedure .....	24
Disagreement on Decision .....	26
Dismissal .....	30
Dismissal and Suspension Grievance .....	30
Dismissal, Suspension and Discipline .....	30
Duration.....	107

**E**

Early Retirement Incentive .....	71
Effective Date of Settlements .....	25
Elections .....	70
Elimination of Present Classification .....	93
Emergency Service Leave.....	71
Emergency Services .....	17
Emergency Survival Techniques .....	79
Employee Assistance Program.....	83
Employee Development .....	55
Employee Training and Development.....	47
Employer's Representative Designated to Handle Grievances at the Second Step.....	95
Employer-Union Relations .....	21
Employment Insurance .....	83
Entitlement (effective January 1, 1980) .....	64
Equal Pay.....	85
Establishment of Labour/Management Committee.....	94
Evaluation Reports .....	56
Examinations of Qualifications.....	54
Exchange of Shifts.....	58
Exchange Programs.....	55
Expedited Arbitration .....	27
Expenses of Arbitration Board .....	26
Expenses Within Headquarters Area.....	90
Extended Health Care Plan.....	82

**F**

Failure to Act.....	23
Failure to Appoint.....	26

**Family Illness**..... 69  
**Fast Track Arbitration** ..... 23  
**First Aid** ..... 79  
**Full-time Union or Public Duties**..... 70  
**Future Legislation**..... 13

**G**

**General Conditions** ..... 98, 104  
**General Leave**..... 70  
**Grievance Procedure** ..... 22  
**Grievance Procedure - Step 1** ..... 22  
**Grievance Procedure - Step 2** ..... 22  
**Grievance Procedure - Step 3** ..... 23  
**Grievances** ..... 22  
**Group Life** ..... 82

**H**

**Harassment and Discrimination** ..... 13  
**Health and Welfare**..... 82  
**Health and Welfare and Annual Leave**..... 77  
**Holiday Coinciding with a Day of Annual Leave**..... 62  
**Holiday Falling on a Day of Rest** ..... 62  
**Holidays Falling on Saturday or Sunday** ..... 62  
**Hosting Expenses** ..... 90  
**Hourly, Daily and Partial Month Calculations** ..... 88  
**Hours of Work**..... 43  
**Hours of Work - Camp Field Crews** ..... 47  
**Hours of Work - Non-instructors** ..... 43  
**Hours of Work - Vocational Instructors**..... 43  
**Human Rights Code**..... 13

**I**

**Indemnity**..... 104  
**Industrial First Aid Requirements** ..... 79  
**Injury Pay Provision**..... 78  
**Instructor's Diploma**..... 49  
**Insurance Policies (Health and Welfare Plans)** ..... 83  
**Interview Expenses** ..... 35  
**Investigation of Accidents** ..... 78

**J**

**Job Evaluation Plan**..... 92  
**Jurisdictional Dispute Resolution Process** ..... 143  
**Jurisdictional Overlap**..... 140, 147

**K**

**L**

**Labour/Management Committee** ..... 94

Late Night Transportation .....	91
Layoff .....	37
Layoff and Recall .....	97
Leave for Court Appearances .....	70
Leave for Medical and Dental Care .....	71
Leave for Taking Courses .....	54
Leave for Writing Examinations .....	54
Leave Scheduling .....	64
Lockers.....	84
Long Term Disability Plan .....	125
Loss of Seniority .....	32, 97

**M**

Maintenance of Work Apparel .....	84
Management Rights .....	14
Mandatory Retirement.....	141
Maternity Leave .....	75
Maternity, Parental and Adoption Leave .....	75
Maximum Leave Entitlement .....	71
Meal Periods .....	46
Medical Examination.....	83
Meetings of Committees .....	94

**N**

No Discrimination for Union Activity .....	15
No Layoff to Compensate for Overtime.....	61
No Other Agreement.....	15
Non-Instructional Duty Day.....	45
Notice and Bargaining .....	80
Notice of Layoff .....	38
Notice of Legislative Change.....	13
Notice of Secondment .....	95
Notice of Work Schedules .....	58
Notice to Bargain.....	107
Notification .....	26, 34

**O**

Oaths, X-rays and Medical Examinations .....	106
Occupational Health and Safety .....	78
Occupational Health and Safety Courses .....	79
Operational Schedules .....	45
Order .....	38
Orientation.....	47
Overtime .....	59
Overtime Compensation.....	60
Overtime Entitlement .....	59
Overtime Meal Allowance .....	60
Overtime Which Does Not Abut the Succeeding Shift .....	61

**P**

Paid Holiday Pay .....	63
Paid Holidays .....	62
Parental Leave .....	75
Parking .....	104
Pay on Temporary Assignment .....	86
Pay Provisions .....	79
Paydays .....	85
Payment of Wages and Allowances .....	85
Payment to Dependents on Death .....	87
Payout .....	66
Payroll Deductions .....	105
Personal Research .....	56
Personnel Files .....	30
Physical Fitness .....	106
Policy Grievance .....	24
Political Activity .....	105
Pollution Control .....	78
Positions Temporarily Vacant .....	105
Postings .....	34
Pre-Layoff Canvass .....	38
Preparation for Examination .....	55
Pre-Retirement Leave .....	71
Probation .....	35
Procedure for Obtaining the Instructor Diploma .....	47
Procedure to Verify Qualifications and/or Equivalent Qualifications .....	48
Promotions, Staff Changes and Postings .....	34
Protective Clothing .....	84
Provisions of BCGEU Agreements to Apply .....	95
Purpose of Agreement .....	13

## Q

## R

Rate of Pay on Reclassification or Promotion .....	86
Rates of Pay .....	85
Recall .....	41
Reclassification of Position .....	87
Recognition and Rights of Stewards .....	16
Recording of Overtime .....	59
Recreational Use of Employer's Vehicles and Communication Facilities .....	90
Re-employment .....	33
Reference to Arbitration .....	80
Regular Employees and Layoff .....	39
Reimbursement of Costs .....	89
Reimbursement of Expenses and Travel .....	89
Rejection During Probation .....	31
Relocation Expenses .....	91
Relocations .....	35
Reorganization .....	106
Representation .....	21
Responsibilities of Committee .....	94
Rest Interval After Overtime .....	61
Rest Periods .....	46

Retirement Allowance .....	87
Right to Appeal .....	35
Right to Grieve Other Disciplinary Action .....	30
Right to Have a Steward Present .....	30
Right to Refuse Overtime .....	61
Right to Refuse to Cross Picket Lines .....	16
Rights on Return to Work .....	77

## S

Safety Committee .....	78
Safety Equipment .....	79
Salary Rate on Demotion .....	87
Scheduling - Instructional Staff .....	57
Scheduling of Lieu Days/Statutory Holidays .....	45
Screening Committee .....	36
Secondment .....	95
Seniority .....	32, 96
Seniority Defined .....	32
Seniority List .....	32
Seniority Tie Breaker .....	33
Sharing of Overtime .....	59
Shift Premium Applied to Overtime Hours .....	57
Shift Work .....	57
Short Change-over Premium .....	58
Short Term Illness and Injury and Long Term Disability .....	67
Short Term Illness and Injury Plan .....	122
Shortfall of Annual Working Hours .....	58
Special and Other Leave .....	68
Special Leave .....	69
Split Shifts .....	58
Standby/Callout .....	46
Substitution Pay .....	86
Supply and Maintenance of Equipment .....	106
Suspension .....	30

## T

Technical Information .....	21
Technical Objections to Grievances .....	24
Technological Change .....	80
Telephone Allowance .....	91
Temporary Assignment Travel .....	89
Temporary Employees .....	63, 96
Term of Agreement .....	107
Time Limit to Present Initial Grievance .....	22
Time Limit to Reply at Step 2 .....	23
Time Limit to Reply at Step 3 .....	23
Time Limit to Submit to Arbitration .....	23
Time Off for Union Business .....	17
Transfer of Employees Out of the Bargaining Unit .....	105
Transfer Regulations .....	110
Transfers Without Posting .....	35
Transition of Programs and Courses .....	99



Transportation of Accident Victims..... 78  
Travel Conditions..... 90  
Type of Accommodation..... 89

**U**

Uniforms ..... 84  
Union Insignia ..... 16  
Union Label ..... 84  
Union Observer ..... 34  
Union Recognition and Rights ..... 15  
Union Representatives ..... 21  
Union Security ..... 18  
Unsafe Work Conditions ..... 78  
Upgrading Qualifications ..... 54  
Use of Singular Terms ..... 13

**V**

Vaccinations/Inoculations ..... 91  
Vehicle Allowance ..... 90  
Voluntary Transfer between Bargaining Units ..... 148

**W**

Wages and Allowances ..... 85  
Work Clothing..... 84  
Work Locations/Points of Assembly/Work Start Times ..... 46  
Work Schedules - Non-instructors ..... 43

**X**

**Y**

**Z**

**X**

**Y**

**Z**