

**IN THE MATTER OF A COLLECTIVE BARGAINING DISPUTE**

**BETWEEN:**

**BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY  
("BCIT" or the "Employer")**

**AND:**

**BC GOVERNMENT AND SERVICE EMPLOYEES' UNION,  
LOCAL 703  
("BCGEU" or the "Union")**

**SECTION 74 RECOMMENDATIONS**

**SUBMITTED TO THE PARTIES ON**

**APRIL 26, 2012**

**BY**

**GRANT MCARTHUR  
MEDIATOR  
LABOUR RELATIONS BOARD**

## RECOMMENDATIONS

### Introduction

These recommendations are made with respect to a collective bargaining dispute between the British Columbia Institute of Technology ("BCIT" or the "Employer") and the BC Government and Service Employees' Union, Local 703 ("BCGEU" or the "Union"). The parties are negotiating a collective agreement to succeed the contract that expired on March 31, 2010. The parties have not been able to reach a mutually agreed to settlement in spite of many bargaining and mediation sessions.

The bargaining unit is described as:

"all vocational instructors 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"

There are approximately two hundred and seventy five (275) employees in the bargaining unit and they are engaged at various locations.

I was appointed to mediate the dispute on November 7, 2011. Meetings have been held since that date but a final resolution has not been achieved. Rather than leaving the bargaining to drift I am issuing these recommendations in an attempt to assist in finalizing this round of bargaining.

The recommendations are offered as a package. They must be accepted or rejected in their entirety. While I will confirm the details below, I urge the parties to accept the package as a way to move ahead. They will be engaged in a new round of bargaining virtually immediately. This will allow the parties to revisit proposals and develop new proposals with full knowledge of the changes to the collective agreement and with the advantage of understanding the details of settlements that have occurred in the sector.

### Overview

The issues holding up an agreement are made up of proposals that have monetary implications and others that affect the Employer's right to manage. The Employer is bound by the "net zero" mandate and this has also been the case at other institutions that settled in the time frame that applies here. In spite of the lack of a complete agreement the committees have resolved many issues and those items shall be included as part of these recommendations.

### **Specific Items**

I will comment on a few items included in the recommendations. Article 12.7 is amended by adding new words in response to the Union's concerns regarding the proposals that affect "conversion" of employees to regular permanent employment. The language is intended to assure the Union that this area can be discussed more frequently than twice per year at Labour/Management Committee meetings.

Article 13.3(i) (New) has been added to address Union concerns regarding assignment of duties. The new language addresses changes of assignment.

The term of two (2) years means that the collective agreement has already expired. The term is recommended for a number of reasons. First it is consistent with the entire sector. Second there are some important changes in the agreed items that will be of advantage to have implemented sooner than later. Finally, this round of bargaining has lasted a long time and it is appropriate for both parties to revisit their respective mandates and this cannot be done in the context of a continuation of these discussions.

Part of the Employer's settlement offer was to amend Article 19.14 to change the Employment Allowance by converting the monetary value, which applies to one or two employees, into an annual lump sum benefit for all regular members of the bargaining unit in permanent full-time or permanent part-time positions. The BCGEU bargaining committee flatly rejected this approach and it is not contained in these recommendations. However, a one-time lump sum payment is included in these recommendations. The lump sum is equivalent to the first year value of the Employer's offer. The lump sum payment shall be funded from the surplus in the Professional Development Fund or ".6 Fund". This will generate over \$400 for regular full-time employees.

### **Recommendations**

The specific recommendations are outlined below. This is a package that is to be accepted or rejected in its entirety. The recommendations are as follows:

1. All changes to the collective agreement are to be effective from the date of ratification unless otherwise specified. Any proposals from either side that are not included are to be considered withdrawn on a without prejudice basis.
2. The Employer's settlement package tabled April 19, 2012 is adopted except as amended by the points below. If any of the proposals in that offer are not addressed in these recommendations then they form part of the recommendations. This means that the language regarding Article 13.1/13.10 (Rest Periods), Letter of Understanding (unnumbered) re Compensation

Reopener, Letter of Understanding #11 – Retirement form part of the recommendations.

3. For added clarity, although they are addressed in the April 19, 2012 offer, I confirm that the previously agreed items shall form part of the new collective agreement.
4. Article 13.5 will allow greater access to non-instructional duty time off campus (as sought by the Union).
5. Article 13.3 in the Employer's proposal shall be amended by adding the following:

"13.3(i) An Instructor may make a request to the Chief Instructor for a change in assignment of duties. The Chief Instructor, 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 specialization or other employees. If a request cannot be accommodated, reasons will be provided by the Associate Dean."

6. The Employer's proposal regarding Article 12.7 shall amended by adding the following to the end of the proposal:

"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."

7. The Employer's proposal to replace Article 19.14 is rejected and the current provision shall remain. A new one-time lump sum payment shall be funded out of the surplus in the Professional Development Fund (".6 Fund"). The specific provision is as follows:

"The Parties agree to pay out the following one-time allowance to eligible employees as set out below. The allowance will be funded by the existing surplus funds currently held in the 0.6% PD Fund. Upon execution of the payment of this allowance, this agreement expires. It will be contained in the Memorandum of Settlement but not printed in the collective agreement.

One Time Employment Allowance

In the year 2012 eligible regular employee will receive a one-time Employment Allowance ("Allowance") payment based on the following formula. Eligibility will be determined as at the last day of the second pay period in January 2012.

$$\frac{\$121\,500}{\text{\# of eligible regular employees}} = 1 \text{ Allowance allocation}$$

Employees will be eligible for this Allowance as follows:

- a. Regular Employees in a full-time permanent ongoing positions will receive 1 full Allowance allocation.
- b. Regular Employees in a part-time permanent ongoing positions will receive a prorated Allowance allocation based on their average annual FTE status as follows:
  - i. If the employee's average annual FTE status is greater than or equal to 50% he/she will receive a full Allowance allocation. If the employee's average annual FTE status is less than 50% he/she will receive ½ of an Allowance allocation.
- and,
- c. Regular employees in temporary positions (ie. regular employees on recall) will receive 1 full Allowance allocation if they have worked at least 168 full time days in the 12 calendar months immediately preceding the last day of the second pay period in January 2012. Regular employees who have worked less than 168 full time days in those 12 calendar months immediately preceding the last day of the second pay period in January 2012 will receive ½ of an Allowance allocation.

One-time Employment Allowance allocations will be paid to employees as close to the ratification of the collective agreement as possible.

Any Employer costs related to "Cost Driven Benefits" for Worker's Compensation premiums will also be deducted from the surplus of the 0.6% PD fund (approximately \$250).

Temporary and CE/PTS/IS Employees are not eligible for this Allowance."

8. The term of the agreement shall be two (2) years as with the expiry date being March 31, 2012.

### **Summary**

I urge the parties to accept the recommendations as a way to close off the current round of bargaining and move on to the next discussions. The lump sum payment provides a benefit to all members of the bargaining unit while leaving the current retirement incentive intact at Article 19 as strongly suggested by the Union. The changes to

Articles 12.7 and Article 13.3 are aimed at addressing Union concerns. I recognize that the package does not fully address the wishes of either party but compromises are necessary to conclude bargaining.

I request that the recommendations be put to a secret ballot ratification vote and that the result be communicated as soon as possible. I retain the right to clarify the recommendations as required and to finalize any implementation issues that may arise.

Signed in Vancouver B.C. this 26<sup>th</sup> day of April 2012.

***"GRANT MCARTHUR"***

Grant McArthur  
Labour Relations Board

Tentatively

Agreed

Items

Agreed  
April 19/12  
11:10 AM

The Institute proposes language changes to Articles 20.1, 20.2 and 20.3 to be consistent with the Employment Standards Act.

## ARTICLE 20 - MATERNITY, PARENTAL & 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:
  - (1) for a total period of not more than fifty-two (52) consecutive weeks if the Employee opts to combine both maternity leave pursuant to this Article and parental leave under Article 20.3. The total period of a combined maternity/parental leave cannot exceed fifty-two (52) consecutive weeks; or, ~~Should the Employee opt for parental leave under Article 20.3, this period will be included in the fifty-two (52) week period.~~
  - (2) for a period of not more than seventeen (17) consecutive weeks if the Employee opts not to take a parental leave pursuant to Article 20.3.
- (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 eleven (11) weeks prior to the estimated date of birth of the child(ren), and no later than the estimated 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 the 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 9.10.
- (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).

WDD [Signature]



(g) The period of maternity leave shall abut any period of parental leave taken under the provisions of Article 20.3.

(h) Maternity leave or combined maternity/parental leave shall 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 Adoption Leave

(a) Upon request, an Employee shall be granted leave of absence without pay for up to **thirty seven (37) weeks** ~~six (6) months~~ following the adoption of a child. The Employee shall have to furnish proof of adoption.

(b) When both parents are Employees of the Employer, the total period of adoption leave to be taken by either or both parents is **thirty seven (37) weeks**, ~~six (6) months~~. The leave shall only be granted to one (1) Employee parent at a time. The parents shall decide the periods which either or both of them will take the leave and will work with their respective manager(s) to enable accommodation of the leave request(s).

(c) Parental leave under the provisions of Article 20.3 will be included in the **thirty seven (37) weeks** ~~six (6) month~~ maximum adoption leave period.

## 20.3 Parental Leave

Notwithstanding Article 20.1(g), 20.2(c) and 20.3(b), an Employee shall be entitled to a parental leave of absence without pay in accordance to the following:

(a) ~~An Employee will be entitled to a leave of up to twelve (12) consecutive weeks' duration in a period commencing:~~

- ~~(1) with the week in which a newborn child(ren) arrives in the Employee's home; or~~
- ~~(2) with the week a child(ren) is placed in the Employee's home for the purpose of adoption;~~

~~and ending fifty-two (52) weeks after the week referred to in (1) and (2) above.~~

(a) For a pregnant Employee who takes a maternity leave in accordance with Article 20.1, a parental leave of up to 35 consecutive weeks beginning 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 in a period commencing:

- (1) within the fifty-two (52) week period immediately following the child's birth; or
- (2) within the fifty-two (52) week period after the child is placed in the Employee's home for the purpose of adoption.

(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

*MD* *JK*

manager(s) to accommodate the leave request(s). The total maternity/parental leave when shared between both parents shall not exceed **fifty-two (52) weeks**. ~~thirty (30) 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).

#### **20.4 Supplemental Employment Benefit for Maternity and Parental Leave**

(a) Effective April 1, 2005, when on maternity or parental leave, an employee will receive a supplemental payment added to Employment Insurance benefits as follows:

(1) For up to fifty-two (52) weeks of maternity leave, 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 her salary calculated on her average base salary.

(2) For up to a maximum of thirty-seven (37) weeks of parental leave, the spouse, the biological father, the common-law partner or adoptive parent who is caring for the child shall receive an amount equal to the difference between the Employment Insurance benefits and seventy-five percent (75%) of the employee's salary calculated on his/her average base salary.

(3) The average base salary for the purposes of Article 20.4(a)(1) and 20.4(b)(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) If an employee is disentitled or disqualified from Employment Insurance maternity or parental benefits, the employee shall receive the supplemental payment to the appropriate percentage less the amount of Employment Insurance benefits the employee would have received if qualified for Employment Insurance benefits.

(d) (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.

*MLP*

*[Signature]*

(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.

**20.5 Health and Welfare and Annual Leave**

(a) While an Employee is on 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 to a maximum period of twelve (12) weeks.

(b) While an Employee is on maternity leave/parental leave combination, 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 to a maximum period of thirty (30) weeks. For maternity leave only, the maximum period is eighteen (18) weeks.

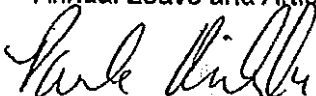
(c) While an Employee is on an adoption/parental leave combination, the Employer shall maintain coverage for medical, extended health, dental, group life, accidental death and dismemberment and long-term disability and shall pay the Employer's share of these premiums to a maximum period of six (6) months.

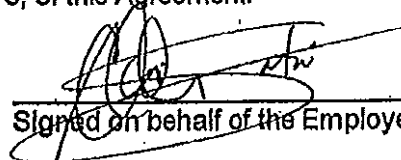
(d) Notwithstanding Articles 17.2(a), (b), (c) and (d) and 17.3(d) and 17.9, annual vacation entitlements and vacation pay shall continue to accrue during the first thirty (30) weeks while an Employee is on maternity/parental leave combination providing the Employee returns to work for a period equal 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.

**20.6 Rights on Return to Work**

(a) On return to work from maternity, adoption or parental leave, an Employee shall be placed in his/her 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.

  
Signed on behalf of the Union

  
Signed on behalf of the Employer

Date: November 2/2010

**SCHEDULE E**  
**Part I:**

**Specializations and Specialization Groupings**

The Parties agree that this list sets out existing "specializations" and "specialization groupings" which are established at the British Columbia Institute of Technology.

*Mechanical Specialization Grouping*

Automotive	Machinist
Auto Collision Repair and Finishing	Millwright
Commercial Transport	Motorcycle Mechanic
Diesel Engine	Heavy Duty
<b>Power Equipment Mechanic</b>	<b>Marine Mechanic</b>
Sawfiling	

*Construction Specialization Grouping*

Carpentry	Benchwork and Joinery
Pile Driving	

*Piping Trades Specialization Grouping (See Letter of Understanding #3)*

Plumbing	Gasfitting
Steamfitting	<b>Sprinklerfitting</b>
Heat and Frost	

*Steel Industries Specialization Grouping (See Letter of Understanding #3)*

Welding	Ironworking
<b>Metal Fabrication</b>	Sheet Metal
Boilermaking	

*Electrical/Electronics Specialization Grouping*

Electrical	Refrigeration
Electronics	Technical Computing
Industrial Instrumentation	Security Alarm
Power Engineering	

*Aviation/Aerospace Specialization Grouping*

Aircraft Maintenance Engineering Category M  
Airport Operations  
Aircraft Maintenance Engineering Category S (Structures)  
**Airline and Flight Operations**  
Aircraft Maintenance Engineering Category E (Avionics)  
Non-licensed Aircraft Maintenance Technician (includes **Non-Licensed**  
Aircraft Gas Turbine Technician Program)

*Business and Industry Specialization Grouping*

**Architectural and Structural CAD Graphics Technician**

*Trades Access Specialization Grouping*

**Trades Learning Centre**                      **Trades Discovery (Women)**  
**Trades Discovery (General)**

*Technology Teacher Education Specialization Grouping*

*Non-Instructional Specialization Grouping*

**Training Consultants**                      **Quality Assurance Auditors**

*Marine Training Specialization Grouping*

**Nautical**                                      **Marine Engineering**  
**Seamanship**

*Rail Specialization Grouping*

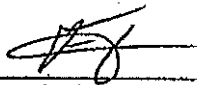
**Railway Conductor**                      **Railway Engineer**

**(See Letter of Understanding #4 for list of deleted specializations and specialization groupings)**

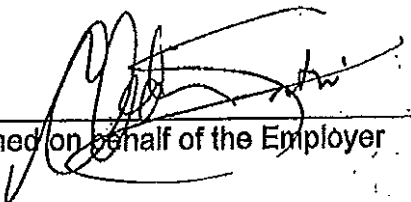
**Part II**

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

1. When the Employer adds or deletes new specialization(s) or specialization groupings, or varies the scope or placement of existing specialization(s), 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.



Signed on behalf of the Union



Signed on behalf of the Employer

March 10/11

Date:

## LETTER OF UNDERSTANDING #4

### Re: Schedule E - Specializations and Specialization Groupings

The Parties have agreed to delete the following specializations from the list currently outlined in the Collective Agreement, with the understanding that if any of these specializations is ever re-established at BCIT; that the specializations will automatically be added back into the "Specializations and Specializations Groupings" list.

The Parties agree that the following list of specializations is to be deleted from Schedule E, Part I:

#### *Mechanical Specialization Grouping*

Autobody/Autoframe\*  
Diamond Drilling

Auto Refinishing\*  
Small Engine Mechanic

\* Although these two specializations are being deleted, they are being replaced with the specialization "Auto Collision" under the Mechanical Specialization Grouping.

#### *Construction Specialization Grouping*

Bricklaying  
Drywall Finisher  
Floor Covering  
Painting and Decorating

Drywall Installer  
Tile Setting  
Glazings

#### *Steel Industries Specialization Grouping*

Plumbing\*  
Heat and Frost\*

Piping

\*These specializations are to be moved to a new Specialization Grouping "Piping Trades Specialization Grouping". The other specializations which will be contained within this new grouping include: Sprinklerfitting, Steamfitting and Gasfitting.

#### *Electrical/Electronics Specialization Grouping*

Appliance Repair  
Diesel Electrical  
Workplace Automation

Commercial Refrigeration\*  
Motor Winding

\*Commercial Refrigeration is being replaced with "Refrigeration".

*Aviation/Aerospace Specialization Grouping*

Aircraft Structures Repair and Manufacturing  
Aircraft Technical Operations  
Aircraft Interior Technician programs

Aircraft Electronics (Avionics)  
Aircraft Mechanical Component

*Business and Industry Specialization Grouping*

Auto Trim and Custom Upholstery  
Forestry Crewperson  
Horticulture  
Training Preparation

Embaling  
Forestry Tree Trimmer  
Office Administration

*Food and Hospitality Services Specialization Grouping*

Meat Processing  
Cooking  
Dining Service  
Barbering

Baking  
Sausage Making  
Taxi Driver

*Common Core Specialization Grouping (removed as Specialization Grouping)*

*Marine Training Specialization Grouping*

**Maritime Logistics and Port Operations**

*Trades Access Specialization Grouping*

**Fresh Start**

Original date of Letter of Understanding #4: October 12, 1999  
Revised date of Letter of Understanding #4: August 31, 2006  
Revised date of Letter of Understanding #4: November 8, 2010  
(changes in bold for printing of 2010 - 2012 collective agreement)

  
\_\_\_\_\_  
Signed on behalf of the Union

  
\_\_\_\_\_  
Signed on behalf of the Employer

March 10/11  
Date



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 his/her 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 he/she resided immediately prior to transfer.

(b) An Employee who has sold his/her 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 his/her private dwelling house in which he/she lives 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 (1/2) 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.

Agreed to

*[Handwritten signature]*

Signed on behalf of the Union

*[Handwritten signature]*

Signed on behalf of the Employer

Dated: Nov 4, 2010

1.5 Moving of Mobile Homes

(a) On transfer, an Employee who owns a mobile trailer may opt to have his/her 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.

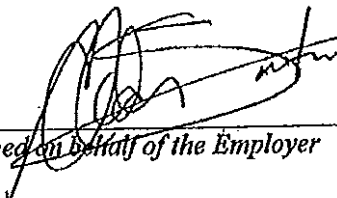
(4) The packing and unpacking of the Employee's household effects and chattels, if required.

(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.

Agreed to

  
Signed on behalf of the Union

  
Signed on behalf of the Employer

Dated: Nov 4, 2010

**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) workday 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**

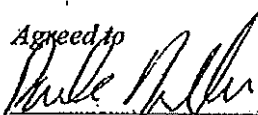
To minimize layoffs, the following menu of labour force adjustment strategies will be considered, and, whenever possible, offered to Employees:

- 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.

Agreed to



Signed on behalf of the Union



Signed on behalf of the Employer

Dated: Nov 9, 2010

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.

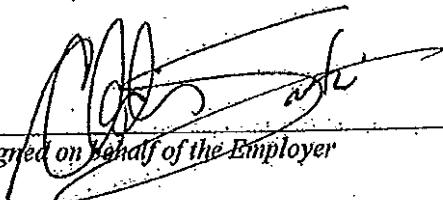
All hours worked into the successive shift shall be paid at the appropriate shift differential.

(b) Shift premium

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

Agreed to

  
\_\_\_\_\_  
Signed on behalf of the Union

  
\_\_\_\_\_  
Signed on behalf of the Employer

Dated: Nov 4, 2010

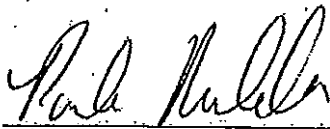
26.8 Payment to Dependents on Death

(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:

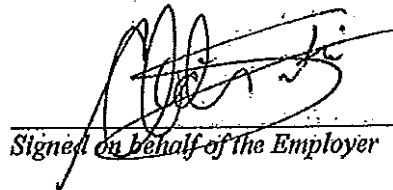
- (1) if the Employee has completed one (1) continuous year in the Employer's service, one (1) month's salary;
- (2) if the Employee has completed two (2) continuous years in the Employer's service, two (2) months' salary;
- (3) if the Employee has completed three (3) continuous years in the Employer's 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.

Agreed to



Signed on behalf of the Union



Signed on behalf of the Employer

Dated: Nov 9, 2010

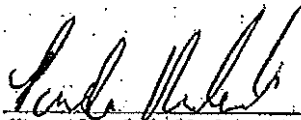
**19.11 Emergency Service Leave**

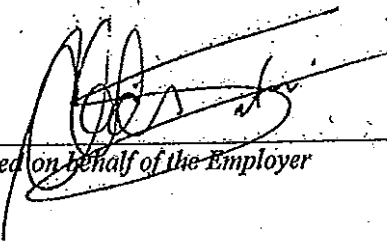
(a) Emergency service leave of absence with pay shall be granted to an Employee:

- (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.

Agreed to

  
Signed on behalf of the Union

  
Signed on behalf of the Employer

Dated: Nov 4, 2010

## LETTER OF UNDERSTANDING #5

## Re: Sub Committee of Labour/Management Committee

1. The Parties agree to establish two 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*

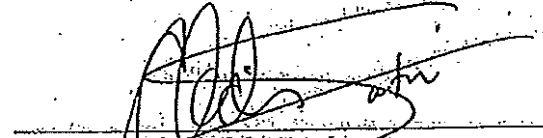
The committees will make regular progress reports to the Labour/Management Committee.

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.

agreed .

Agreed to

  
Signed on behalf of the Union

  
Signed on behalf of the Employer

Dated: Nov 4, 2010

Collective Agreement

Provisions

Affected

by the

Recommendations



The Parties agree to pay out the following one-time allowance to eligible employees as set out below. The allowance will be funded by the existing surplus funds currently held in the 0.6% PD Fund. Upon execution of the payment of this allowance, this agreement expires. It will be contained in the Memorandum of Settlement but not printed in the collective agreement.

### One Time Employment Allowance

In the year 2012 eligible regular employee will receive a One Time Employment Allowance ("Allowance") payment based on the following formula. Eligibility will be determined as at the last day of the second pay period in January 2012.

$$\frac{\$121\,500}{\text{\# of eligible regular employees}} = 1 \text{ Allowance allocation}$$

Employees will be eligible for this Allowance as follows:

- a. Regular Employees in a full-time permanent ongoing positions will receive 1 full Allowance allocation.
- b. Regular Employees in a part-time permanent ongoing positions will receive a prorated Allowance allocation based on their average annual FTE status as follows:
  - i. If the employee's average annual FTE status is greater than or equal to 50% he/she will receive a full Allowance allocation. If the employee's average annual FTE status is less than 50% he/she will receive ½ of an Allowance allocation.and,
- c. Regular Employees in temporary positions (ie. Regular employees on recall) will receive 1 full Allowance allocation if they have worked at least 168 full time days in the 12 calendar months immediately preceding the last day of the second pay period in January 2012. Regular Employees who have worked less than 168 full time days in those 12 calendar months immediately preceding the last day of the second pay period in January 2012 will receive ½ of an Allowance allocation.

One Time Employment Allowance allocations will be paid to employees as close to the ratification of the collective agreement as possible.

Any Employer costs related to "Cost Driven Benefits" for Worker's Compensation premiums will also be deducted from the surplus of the 0.6% PD fund (approximately \$250)

Temporary and CE/PTS/IS Employees are not eligible for this Allowance.

## **New Article 12.7**

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 (e) for 3 consecutive years without a 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 specialization.
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/specialization.
4. Industry trends and utilization rates within the program.
5. The employee's ability to perform the full scope of instructional duties within the specialization.
6. The employee's average FTE status over the employee's 3 consecutive years of employment.
7. The current and expected funding sources for the program.
8. The employee has acquired their Provincial Instructor's 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 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 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.**

**NEW:**

**Article 13.3(i)—Hours of Work—Vocational Instructors**

**An Instructor may make a request to the Chief Instructor for a change in assignment of duties. The Chief Instructor, 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 specialization or other employees. If a request cannot be accommodated, reasons will be provided by the Associate Dean.**

## **Article 13.5 Non-Instructional Duty Day**

**(a) current language**

**(b) An Instructor may make a written request to be on-duty, off-campus for non-instructional duties to his/her Chief Instructor. The Chief Instructor will review the request with respect to operational requirements and forward his/her recommendation regarding the request to the Associate Dean, or his/her 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 Chief Instructor at least five working days in advance, so that the Chief Instructor 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 instructor 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 instructor's contact information.**

**An Instructor must be available to respond to a request and attend campus should operational issues arise that necessitate the Instructor's attendance on campus.**