

## **MEMORANDUM OF AGREEMENT**

between the

BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY  
(hereinafter called "the Employer")

and the

BC GOVERNMENT AND SERVICES EMPLOYEE'S UNION LOCAL 703 (BCGEU FACULTY)  
(hereinafter called "the Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY, ACTING ON BEHALF OF THE BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY BOARD;

### **AND**

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE BC GOVERNMENT AND SERVICE EMPLOYEES' UNION (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING April 01, 2019 AND EXPIRING March 31, 2022 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

#### **1. Previous Conditions**

All of the terms of the 2014 - 2019 Collective Agreement continue except as specifically varied below.

#### **2. Term of Agreement**

The term of the new Collective Agreements shall be for thirty-six (36) months from April 01, 2019 to March 31, 2022 both dates inclusive.

#### **3. Effective Dates**

The effective date for all changes to the new Collective Agreement will be the date of ratification of this Memorandum of Agreement, unless otherwise specified.

#### **4. Appendix "A"**

The Employer and the Union also agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "A". Except as identified below, all other proposals tabled by the parties are withdrawn without prejudice.

#### **5. Appendix "B"**

The Employer and the Union also agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "B", unless the parties already agreed to modify or remove language relating to these amendments in a tentatively agreed document.

**5. Appendix "C"**

The Employer and the Union also agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "C" which includes all "green sheet" items tentatively agreed by the parties to date.

**6. Ratification**

The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations.

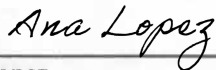
**This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.**

Signed this 27 day of May, 2020.

BARGAINING REPRESENTATIVES  
THE FOR THE EMPLOYER:



Colin Gibson



Ana Lopez



Katie Cobban



Michelle Stewart



Guy Ellis

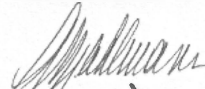


David Dunn



Kacem Habiballah

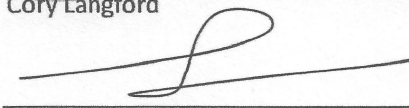
BARGAINING REPRESENTATIVES  
FOR THE UNION:



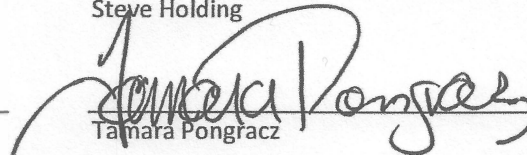
Angela Mahlmann



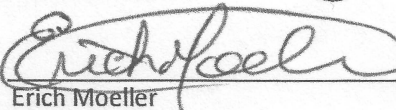
Cory Langford



Steve Holding



Tamara Pongracz



Erich Moeller

## **APPENDIX A**

### **1. Article 13.18 Career Skills Development Fund**

The parties agree to amend Article 13.18(b) as follows:

“(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 1st 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 2020; and**
  - ii. **a lump sum of one-hundred fifty thousand dollars (\$150,000) for fiscal 2021 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 31st) will be carried forward to the following year.”

### **2. Article 13.26 Employee Development**

The parties agree to add a new clause to Article 13.26 as follows:

**“(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:**

- a) returned to the Employees if in paper form; or,**
- b) deleted/deemed deleted if in electronic form.”**

[The remainder of the Article remains unchanged]

### **3. Article 19 Special and other Leave**

The parties agree to create four new Articles in Article 19 as follows:

“...

#### **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 19.7 General Leave.

..." [The remainder of the Article remains unchanged, except in respect to renumbering]

**4. Article 19.14 and Incorporate Memags #02VOC03 & #04VOC01, as well as a Reduction listed in the Memorandum of Settlement renewing the April 1, 2001 to March 31, 2004 Collective Agreement**

The parties agree to amend Article 19.14 as follows:

"19.14 Early Retirement Option Fund

~~Effective September 11, 2002, the parties agreed to establish an early retirement option fund."~~

The parties agree to incorporate Memags #02VOC03 & #04VOC01, as well as a Reduction listed in the Memorandum of Settlement renewing the April 1, 2001 to March 31, 2004 collective agreement, into Article 19.14 as follows:

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

- 1.(a) The Fund will be budgeted at ~~\$141,500~~ **121,500** yearly, subject to change by mutual agreement of the parties. ~~The exception is fiscal year 2002-2003, where the Fund will be budgeted at \$321,000.~~
- 2.(b) Any monies in the Fund unspent at the end of any fiscal year will be rolled over to the next fiscal year.
- 3.(c) Qualification Criteria

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

~~(a)~~(1) The ~~e~~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 ~~e~~Employee must have a minimum of 15 years of full-time equivalent service at BCIT.

~~(b)~~(2) The ~~e~~Employee must be at least age fifty-five (55).

**4.(d)** Selection Criteria

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

~~(a)~~(1) ~~e~~Employees within programs in which downsizing is anticipated.

~~(b)~~(2) ~~e~~Employees in programs that will not suffer a loss of essential skills or expertise if ~~e~~Employees were to accept an early retirement incentive.

~~(c)~~(3) ~~e~~Employees with the least time remaining prior to retirement.

~~(d)~~(4) ~~e~~Employees with the most seniority.

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

~~(a)~~(1) On or before March 1 of every year, the ~~e~~Employer will send a note out by email inviting ~~e~~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.

~~(b)~~(2) Employees will have two calendar weeks to respond to the note.

~~(c)~~(3) Human Resources will then compile the forms and create a list of applicants in order of seniority. The age of each ~~e~~Employee will also be identified on the list. Human Resources will then send the list of applicants to the Labour Management Committee.

~~(d)~~(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.

~~(e)~~(5) Human Resources will contact the highest ranked ~~e~~Employee on the list to discuss early retirement options. If the ~~e~~Employee chooses an option, the employee, the ~~e~~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.

~~(f)~~(6) Once an agreement has been reached on the early retirement details for the highest ranked ~~e~~Employee on the list, then Human Resources will contact the next ranked ~~e~~Employee and do the same thing.

~~(g)~~(7) If, at any point, the remaining monies in the Fund will not cover the cost of the option of the ~~e~~Employee under question, but will cover the cost of the option of a lower ranked ~~e~~Employee, then the option of the latter ~~e~~Employee may be considered.

~~(h)~~(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 eEmployees who have elected one of the early retirement options and the cost of the option chosen by each eEmployee.

~~(i)~~(9) The Labour Management Committee will review the list and grant final approval of each early retirement incentive elected by eEmployees.

~~(j)~~(10) Human Resources will advise eEmployees in writing that the Labour Management Committee has approved their application and confirm the details of the incentive they are to receive.

~~6.~~(f) The retirement options that may be considered are:

~~(a)~~(1) Early Retirement Incentive Payment, as outlined in Article 19.13 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 eEmployee and the Institute.

~~(b)~~(2) Partial Early Retirement with prorated incentive, as described in Article 19.13 of the Collective Agreement. This option will require the agreement of the eEmployee's manager and the period of part-time work will be no longer than one year. Employees who accept his early retirement incentive offer shall resign from the Institute on a date mutually agreed to between the eEmployee and the Institute. In addition, in calculating the cost of this option, the cost of any benefit coverage for an eEmployee backfilling the partial early retirement of the eEmployee must be included.

~~(c)~~(3) Pension Buyback. Both the eEmployer and eEmployee'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 eEmployee and the Institute.

~~7.~~(g) Employees shall only be eligible to receive one of the retirement incentive options described at point ~~6~~(f) above.

~~8.~~(h) **Absent "exceptional circumstances," Employees who receive an early retirement incentive under Article 19.14 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.**

#### **~~RE: Early Retirement Incentive (Addendum to Memag-02VOC03)~~**

~~The parties agree that absent "exceptional circumstances," employees who are approved for and exercise an early retirement incentive option pursuant Memorandum of Agreement 02VOC03 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."~~

### **5. Article 24 Health and Welfare**

1. The parties agree to amend Article 24.4 as follows:

**"24.42 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%), ~~subject to lifetime maximum of two hundred and fifty thousand dollars (\$250,000).~~ **Out of province coverage has an unlimited lifetime maximum. ”**

2. The parties agree to amend Article 24.3 as follows:

“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.”**

3. While not to be included in the collective agreement, effective June 1, 2020, the parties agree that the Extended Health Benefits will be amended as follows:
- i. Reimbursement for vision will increase to \$750 every twenty-four (24) months;
  - ii. Reimbursement for hearing aids will increase to \$1,500 every three (3) years;
  - iii. Include reimbursement for eye examinations to a maximum of \$100 every two (2) years;
  - iv. Remove \$10 per visit maximums for the first five (5) visits for all paramedicals;
  - v. Reimbursement for Massage Therapist and Physiotherapist will increase to \$1,000 combined annually;
  - vi. Reimbursement for Chiropractor will increase to \$500 annually;
  - vii. Reimbursement for Counsellor and Psychologist will increase to \$1,000 combined annually;
  - viii. Reimbursement for Acupuncturist will increase to \$250 annually;
  - ix. Reimbursement for Podiatrist will increase to \$500 annually;
  - x. Remove restrictions on employee spousal coordination of benefits; and
  - xi. Include reimbursement for vaccines to a maximum of \$300 annually.

## **6. Article 25.1 Protective Clothing**

The parties agree to amend Article 25.1 as follows:

“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."**

## **7. Article 26.3 Rates of Pay**

The parties agree to amend Article 26.3 as follows with the following implementation plan: any step increments as a result of changes to barrier will begin on the Employee's next increment cycle. Employees will continue to receive increments on their normal increment cycle until they catch up with the new barrier. For clarity, there will be no retroactive step increments as a result of changes to this Article:

### **"26.3 Rates of Pay**

The Parties agree that during the life of the renewed Collective Agreement (~~April 1, 2014 to March 31, 2019~~ **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 a **faculty member** ~~Vocational Instructor~~ from being hired above the **faculty member's** ~~Vocational Instructor's~~ minimum rate, to a maximum of the seventh step of the range.

~~As a result of Memorandum of Agreement #1, the provisions outlined in 26.3(a) above are only intended to be used until the Parties have completed their discussions regarding development of Initial Placement Criteria for instructors in the IETE program specialization and for Employees hired into non-instructional programs specializations.~~

~~[NOTE: All selection committees will be required to use the following BCGEU Faculty Instructor Initial Placement Criteria form when hiring Employees in the Bargaining Unit (see Memorandum of Agreement Letter of Understanding XX – Initial Placement Forms. #2)].~~

#### **BCGEU INSTRUCTOR INITIAL PLACEMENT CRITERIA**

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

Specialization: \_\_\_\_\_ Grouping: \_\_\_\_\_

A. \_\_\_\_\_ Standard Qualifications

1. \_\_\_\_\_ TQ/IP # \_\_\_\_\_ Yes ☐ No ☐

\_\_\_\_\_ (or industry certificate or appropriate other credential)

2. \_\_\_\_\_ Five Years' Experience as Journey person or Equivalent \_\_\_\_\_ Yes ☐ \_\_\_\_\_ No ☐

3. \_\_\_\_\_ Previous Supervisory/or Teaching Experience \_\_\_\_\_ Yes ☐ \_\_\_\_\_ No ☐

4. \_\_\_\_\_ Skills/Abilities to Instruct the Curriculum \_\_\_\_\_ Yes ☐ \_\_\_\_\_ No ☐

\_\_\_\_\_ (communication, writing and inter personal skills)

\_\_\_\_\_ BASIC PLACEMENT ON SALARY SCALE: \_\_\_\_\_ STEP 2

~~and B. One Step for Instructor's Diploma or Equivalent Provided Candidate has Two Years of Relevant Post Secondary Instructional/Teaching Experience.~~

~~Date of Diploma: \_\_\_\_\_~~

~~(See 3 and 3(A))~~

~~\_\_\_\_\_ OR \_\_\_\_\_~~

~~C. One Step for a Minimum of Five Years of Relevant Post Secondary/ Instructional Teaching Experience Where Candidate Does Not Meet Criteria "B".~~

~~Institution(s): (a) \_\_\_\_\_ Dates: \_\_\_\_\_~~

~~(b) \_\_\_\_\_ Dates: \_\_\_\_\_~~

~~(c) \_\_\_\_\_ Dates: \_\_\_\_\_~~

~~and D. One Step for Specialized Technical Training/Diploma/Degree and Relevant Applied Industry Experience~~

~~(minimum one year):~~

~~Details: \_\_\_\_\_~~

~~\_\_\_\_\_~~

~~\_\_\_\_\_~~

~~and E. One Step for every three years of relevant industry experience to a maximum of 2 steps.~~

~~Details: \_\_\_\_\_~~

~~\_\_\_\_\_~~

~~\_\_\_\_\_~~

~~Verified by: \_\_\_\_\_ Date: \_\_\_\_\_~~

~~(See 4(A) and 4(B))~~

~~\_\_\_\_\_ CANDIDATE VERIFICATION REPORT~~

Name of Candidate: \_\_\_\_\_

1. Employment References Checked: (minimum of two)

A. Name: \_\_\_\_\_

Comments: \_\_\_\_\_

B. Name: \_\_\_\_\_

Comments: \_\_\_\_\_

C. Name: \_\_\_\_\_

Comments: \_\_\_\_\_

2. TQ/IP Registration or Other Appropriate Credential:

TQ: \_\_\_\_\_ Date: \_\_\_\_\_

IP: \_\_\_\_\_ Date: \_\_\_\_\_

Other: \_\_\_\_\_ Date: \_\_\_\_\_

3. Instructor Diploma or Equivalent:

School: \_\_\_\_\_ Date: \_\_\_\_\_

Copy attached? Yes ☐ No ☐

3. (A) Previous Post-Secondary Institutional/Teaching Experience:

(i) Employer: \_\_\_\_\_

(a) Years: \_\_\_\_\_

(b) Program: \_\_\_\_\_

Date Verified: \_\_\_\_\_

(ii) Employer: \_\_\_\_\_

(a) Years: \_\_\_\_\_

(b) Program: \_\_\_\_\_

Date Verified: \_\_\_\_\_

4. Specialized Technical Training and Relevant Experience: (minimum one year)

\_\_\_\_ A. Other Certificates/Diplomas/Degrees:

\_\_\_\_ (i) \_\_\_\_\_ Copy: Yes ☐ No ☐

\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_ (ii) \_\_\_\_\_ Copy: Yes ☐ No ☐

\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_ (iii) \_\_\_\_\_ Copy: Yes ☐ No ☐

\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_ B. Relevant Applied Industry Experience:

\_\_\_\_ (i) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_ (ii) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_ (iii) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_ C. Relevant Industry Experience:

\_\_\_\_ (i) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_ (ii) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_ Information verified by: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_ PLACEMENT RECORD

SUMMARY

Name of Candidate: \_\_\_\_\_ Date: \_\_\_\_\_

Program Specialization: \_\_\_\_\_ Department Grouping: \_\_\_\_\_

Start Date: \_\_\_\_\_

Status: \_\_\_\_\_ Regular ☐ Increment Review Date: \_\_\_\_\_

\_\_\_\_\_ Temporary ☐

STEP

A. \_\_\_\_\_ Basic Placement on Salary Scale \_\_\_\_\_ 2

and B. \_\_\_\_\_ Instructor Diploma:

\_\_\_\_\_ a) \_\_\_\_\_ Completed \_\_\_\_\_ Yes ☐ \_\_\_\_\_ No ☐

\_\_\_\_\_ b) \_\_\_\_\_ Two Years Post-Secondary Teaching Experience \_\_\_\_\_ Yes ☐ \_\_\_\_\_ No ☐

\_\_\_\_\_ OR \_\_\_\_\_

C. \_\_\_\_\_ Teaching Experience:

\_\_\_\_\_ Five Years of Relevant Post-Secondary

\_\_\_\_\_ Teaching Experience \_\_\_\_\_ Yes ☐ \_\_\_\_\_ No ☐

\_\_\_\_\_ If Affirmative to B or C above, Grant One Step on Salary Scale \_\_\_\_\_

and D. \_\_\_\_\_ Specialized Technical Training/Relevant Experience:

\_\_\_\_\_ Specialized Technical Training/Diploma/Degree and

\_\_\_\_\_ Relevant Applied Industry Experience (minimum one year) \_\_\_\_\_ Yes ☐ \_\_\_\_\_ No ☐

\_\_\_\_\_ If Affirmative to D above, Grant One Step on Salary Scale \_\_\_\_\_

and E. \_\_\_\_\_ Relevant Industry Experience:

\_\_\_\_\_ Relevant Industry Experience (minimum three years) \_\_\_\_\_ Yes ☐ \_\_\_\_\_ No ☐

\_\_\_\_\_ If Affirmative to E above, Grant One Step on Salary Scale (for each

\_\_\_\_\_ 3 years), to a maximum of two Steps. \_\_\_\_\_

\_\_\_\_\_ Total Steps Granted: \_\_\_\_\_

\_\_\_\_\_ (Initial Placement)

\_\_\_\_\_ Salary/Month: \_\_\_\_\_

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Approval Signature

(b) Increments

~~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.

- ~~(1) Effective January 01, 1987: all Employees normally eligible for an increment between January 01, 1987 and June 30, 1987 will advance one step on May 1, 1987 and each May 1st thereafter where eligible.~~
- ~~(2) All Employees normally eligible for an increment between July 1, 1987 and December 31, 1987 will advance one step on November 1, 1987 and each November 1 thereafter where eligible.~~
- (3) For regular Employees hired after January 1, 1987, 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 his/her increment date, he/she shall have his/her 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 Education's "**Provincial** Instructor's Diploma", or equivalent appropriate career requirement for the classification as assessed by the Employer, in order to ~~obtain the Employee's fourth increment~~ **advance to the eighth step of the range**. An Employee who has thereby had the ~~fourth increment~~ **eighth step of the range** withheld, shall be granted the ~~fourth increment~~ **eighth step of the range** on the next biannual increment date following completion of the ~~I.D. program~~ **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 his/her anniversary date, however, the Employee must subsequently attain the **Provincial** Instructor's 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.

(See Article 17.1)"

## 8. Article 33.7 Copies of the Agreement

The parties agree to amend Article 33.7 Copies of the Agreement as follows:

"The Union and the Employer desire every Employee to be familiar with the provisions of this Agreement, and his/her rights and obligations under it. For this reason, the Employer shall ~~print sufficient copies of the Agreement for distribution by the Union to Employees. All Agreements shall be printed in a union shop and shall bear a recognized union label.~~ **make available on the Human Resources website, an electronic version of the Agreement. No hard copies of the Agreement will be printed for distribution.**"

## 9. New Article – Department Head

The parties agree to remove Article 13.3(a)(2) and the MoA on Chief Instructor Job Description, and replace with the following new Article (article number to be agreed by the parties):

### **Article XX – DEPARTMENT HEADS-CHIEF INSTRUCTORS**

- XX.1** The positions of **Department Heads** ~~Chief Instructors~~ 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** ~~Chief Instructor~~ for each **department** ~~program cluster~~ unless there are demonstrable reasons for discontinuing the position(s). These positions shall be filled by Employee(s) who hold full-time, continuous **faculty** ~~instructor~~ positions. It is the Institute's expectation that a **Department Head** ~~Chief Instructor~~ will normally instruct a minimum of twenty percent (20%) of an **faculty member's** ~~Instructor's~~ student contact time.
- XX.2** The period of appointment for a **Department Head** ~~Chief Instructor~~ will normally be for three (3) years. The process for selection of a **Department Head** ~~Chief Instructor~~ will be by a competitive selection process. The Dean of the School will appoint a committee consisting of the appropriate Associate Dean, an **faculty member** ~~instructor~~ from the relevant **department** ~~program cluster~~, and one (1) **faculty member** ~~instructor~~ from another trade **department** ~~program cluster~~. The purpose of this Committee is to find the best qualified candidate within the **department** ~~program cluster~~. ~~The Labour/Management Committee will define the selection process and selection criteria for Chief Instructors.~~
- XX.3** Normally, in order to perform the duties of **Department Head** ~~Chief Instructor~~, a minimum of twenty-five percent (25%) release time from instructional duties will be provided. For **departments** ~~programs~~ having four (4) to eight (8) **faculty members** ~~instructors~~ a minimum of forty percent (40%) release time will be provided, and for **departments** ~~programs~~ having nine (9) or more **faculty members** ~~instructors~~ the appointed ~~Chief Instructor~~ **Department Head** will have **a minimum of** seventy-five percent (75%) release time. Nothing in this Agreement shall prevent a **Department Head** ~~Chief Instructor~~ from filling-in, for a short period of time, for an **faculty member** ~~instructor~~ who is, for example: ill; attending an Educational Council; or an Articulation; or safety meeting.

**XX.4 Department Heads** ~~Chief Instructors~~ shall be paid a stipend pursuant to Schedule A of the Collective Agreement, in addition to his/her regular pay. The stipend shall be paid during the period of appointment as a **Department Head** ~~Chief Instructor~~.

**XX.5** ~~Chief Instructor~~ **Department Head Search Process**

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

- (a) the responsible Associate Dean ~~shall~~—**informs** the applicable ~~program cluster/program/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 ~~shall~~ **reviews** the ~~cluster~~ requirements, the terms of reference, duties and special requirements of the **Department Head** ~~Chief Instructor~~ (the Associate Dean ~~shall~~ collects the information for the Search Committee);
- (c) the Associate Dean announces the competition and posts ~~announcements~~ **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 trade program cluster~~ 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** ~~Instructor~~;
- (i) the **Department Head** ~~Chief Instructor~~ 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 ~~13.3(a)2(ii)~~ **XX.2** applies.

**XX.6 Department Heads'** ~~Chief Instructors' Job Description~~—~~In order to provide guidance and clarification for the role of a Chief Instructor, the Chief Instructors' Subcommittee, with the consultation and support of the Vocational Instructors' Labour Management Committee, created the attached Chief Instructors' Job Description (the "Job Description"). The parties have agreed that:~~

- ~~(a) the attached Job Description will outline the role and responsibilities of a Chief Instructor;~~  
~~and~~



- ~~(b) — the Labour/Management Committee will review this job description on an annual basis and make agreed-upon changes.~~

#### ~~Chief Instructor Position Description~~

#### FUNCTION

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

#### SPECIFIC ACCOUNTABILITIES

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

3. Course and Program Curriculum
  - a) 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.
  - b) 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.
  - c) Assists in the coordination of Part-Time Studies, Industry Services and Continuing Education. This could include, preparation of proposals, selection of **faculty instructors** for curriculum development and/or delivery.
4. Staff Relations
  - a) Participates in program staff hiring and orientation
  - b) Encourages the development and implementation of staff development plans.
  - c) Reviews the student feedback form with ~~the faculty members-instructors~~ and provides guidance in accordance with the collective agreement and/or Labor Management Committee.
  - d) Convenes program **faculty instructor** and staff meetings as frequently as deemed necessary.
  - e) Supervising students for short periods of time, for an **faculty member instructor** 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.
5. Student Relations
  - a) Advises and participates in student recruitment where appropriate.
  - b) Evaluates student requests for course credits, in accordance with BCIT policy.
  - c) Provides advice and counsel for students as may be required.
  - d) Reviews non-instructional info obtained through the student feedback process and make recommendations as appropriate.
6. External Relations
  - a) Where applicable, recommends to the Associate Dean members for the Advisory Committee(s), provides input for the agenda and attends regularly scheduled meetings.
  - b) Liaises with industry and/or agencies to ensure the program gains recognition within the industry and to see that the curriculum reflects current industry practices.
  - c) Encourages, through industry and professional contacts, material and financial support such as industry partnerships, product and equipment donations, scholarships, bursaries and awards.
  - d) Maintains liaisons with potential employers.
  - e) Liaises with peers in other educational institutes offering similar programs (such as attendance at Articulation Meetings).
7. Internal Liaison
  - a) Maintains communication and consultation with related program and service areas.
  - b) Makes necessary internal arrangements to access and to share needed services and facilities for program operation.

- c) Consulting with **faculty** ~~Instructors~~, per 4(d) above, coordinates the collection of feedback from the members of the **department(s)** ~~Specialization(s)~~ regarding the operations of the **department** ~~Specialization~~ and provides **faculty** ~~Instructors~~' recommendations to the Associate Dean.
8. General
- a) Performs other related work as may be required in the operation of the program, where mutually agreed amongst the Associate Dean, the Dean, the **Department Head** ~~Chief Instructor~~ and in Accordance with the Collective Agreement.
  - b) May represent the institute in the Associate Dean's absence, when delegated.
  - c) Refers **faculty** ~~instructor~~ issues that may result in disciplinary action to the Associate Dean.

**10. Schedule A – Salaries (Faculty ~~Instructors~~, Non-Teaching Faculty ~~Non-Instructional Employees/Coordinators~~, Department Head ~~Chief Instructor~~ Allowances)**

The parties agree to amend Schedule A as follows:

- a. Retroactively, effective April 1, 2019, all annual rates of pay in Schedule A of the collective agreement which were in effect on March 31, 2019 shall be increased by two percent (2%).
- b. Retroactively, effective April 1, 2020, all annual rates of pay in Schedule A of the collective agreement which were in effect on March 31, 2020 shall be increased by two percent (2%).
- c. Effective April 1, 2021, all annual rates of pay in Schedule A of the collective agreement which were in effect on March 31, 2021 shall be increased by two percent (2%).

**\*These wage increases shall apply to all current employees who are members of the bargaining unit on the date of ratification of the MOA. Notwithstanding the foregoing, any former employees who worked for BCIT between April 1, 2019 and the date of ratification must apply to BCIT within twelve (12) weeks of ratification in order to be eligible and receive the increased amount as retroactive pay. It is understood that any retroactive payments will be processed when practicable, given the current public health issue.**

**11. New Appendix B – Family Members for the Purpose of Article 19.5 Compassionate Care Leave**

The parties agree to add a new Appendix B – Family Members for the Purpose of Article 19.5 Compassionate Care Leave, as follows:

**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

## **12. Letter of Understanding #10 – Selection Committees**

The parties agree to remove and discontinue LOU#10 (Selection Committees) and the Quad Lite letter. The parties also agree to create a new LOU #XX – Search Committees for Excluded Managers as follows:

### **Letter of Understanding #XX – Search Committees for Excluded Managers**

#### **Memorandum of Agreement**

**Between**

**British Columbia Institute of Technology**

**And**

**BCIT Faculty and Staff Association**

**And**

**BC Government and Service Employees' Union – BCGEU Faculty**

**And**

**BC Government and Service 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:

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For the FSA:

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For BCIT:

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For the FSA:

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For the BCGEU Faculty:

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For the BCGEU Support Staff:

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For the BCGEU Faculty:

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For the BCGEU Support Staff:

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### **13. New Letter of Understanding – Initial Placement Forms**

The parties agree to incorporate Memags #15VOC02, 08VOC07, 07VOC18, 05VOC04, 03VOC01 into the Collective Agreement as a new LOU as follows:

#### **Letter of Understanding # XX – 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 INSTRUCTOR 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.

<b>STANDARD QUALIFICATIONS:</b>	
<b>CRITERIA</b>	<b>EXPERIENCE/QUALIFICATIONS</b>
<b>A.</b> TQ/IP or industry certificate or appropriate other credential;	TQ/IP# (if applicable) _____
<b>B.</b> Five (5) years' relevant industry experience;	
<b>C.</b> Previous supervisory and/or teaching experience;	
<b>D.</b> Skills/Abilities to instruct the curriculum (communication, writing and inter-personal skills)	
<b>BASIC PLACEMENT ON SALARY SCALE: STEP 2</b>	

<b>ADD:</b>		
<b>CRITERIA</b>	<b>EXPERIENCE/QUALIFICATIONS</b>	<b>STEP</b>
<b>E.</b> 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;		
<b>F.</b> One (1) additional step for every three (3) years of relevant industry experience to a maximum of three (3) steps;		

<b>ADD:</b>		
<b>CRITERIA</b>	<b>EXPERIENCE/QUALIFICATIONS</b>	<b>STEP</b>
<b>G.</b> One (1) additional step for Provincial Instructor Diploma or equivalent;	Date of Diploma _____	

<b>INITIAL PLACEMENT:</b>	Per salary scale  \$	STEP  (Max. Step 7 without PID) (Max. Step 8 with PID)
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**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 INSTRUCTOR INITIAL 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 Journey person;	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) (Max. Step 7)	

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>  <div style="border: 1px solid black; height: 40px; margin-top: 10px;"></div>	Per salary scale  <div style="border: 1px solid black; height: 40px; margin-top: 10px; text-align: center; font-size: 24px;">\$</div>	STEP   <div style="border: 1px solid black; height: 40px; margin-top: 10px; text-align: center; font-size: 12px;">(Max. Step 9)</div>
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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 INSTRUCTOR 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) (Max. Step 5)	

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 INSTRUCTOR 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  <div style="text-align: center; font-size: 24px;">\$</div>	STEP   (Max. Step 9)
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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 INSTRUCTOR 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.

<b>STANDARD QUALIFICATIONS:</b>	
<b>CRITERIA</b>	<b>EXPERIENCE/QUALIFICATIONS</b>
<b>A. One (1) step for a Teaching certificate;</b>	
<b>B. One (1) additional step for a degree at the Bachelor level;</b>	
<b>C. One (1) additional step for a Masters Degree;</b>	
<b>D. One (1) additional step for a Ph .D Degree;</b>	
<b>BASIC PLACEMENT ON SALARY SCALE:</b> (Min. Step 2) (Max. Step 4)	

<b>ADD:</b>		
<b>CRITERIA</b>	<b>EXPERIENCE/QUALIFICATIONS</b>	<b>STEP</b>
<b>E. One (1) additional step for each year of post-secondary teaching experience to a maximum of two (2) steps;</b>		
<b>F. One (1) additional step for every two (2) years of secondary high school technology teaching experience, to a maximum of three (3) steps;</b>		
<b>G. One (1) additional step for specialized technical training/diploma/degree and relevant employment experience (minimum one (1) year).</b>		

<b>INITIAL PLACEMENT:</b>	Per salary scale  \$	<b>STEP</b>  (Max. Step 9)
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**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*

#### **14. New Letter of Understanding – Professional Development Allowance**

The parties agree to incorporate Memag #05VOC05 as a new LOU, as follows:

##### **Letter of Understanding #XX – 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. ~~A list of employees who will be affected by the April 1, 2004 and April 1, 2005 snapshot dates is attached.~~
7. The parties agree there will be no consequential changes to the interpretation of the collective agreement as a result of this grievance resolution.

#### **15. Letter of Understanding #XX – Public Sector General Wage Increase**

The parties agree to create a new Letter of Understanding #XX – Public Sector General Wage Increase as follows:

##### **Letter of Understanding #XX – 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.**
- 4. This Letter of Understanding will be in effective during the term of the 2019-2022 Collective Agreement.**

## **APPENDIX B**

Regarding the parties discussions on the naming conventions used throughout the agreement relating to “instructor”, “instructional”, “non-instructional”, “Chief Instructor”, “faculty”, “vocational”, “Provincial Instructor’s Diploma Program”, “journeyman”, etc., the Subcommittee proposes the following:

**1. Amend the header of the Collective Agreement as follows:**

“BCGEU **Faculty** and BCIT ~~Instructional Unit~~ (TBD 03/19)”

2. Change all references in the Collective Agreement from “Instructional Unit”, “BCGEU Instructor”, “Vocational Instructional Unit”, and “Vocational Instructors” [when listed as a party to a Memorandum of Agreement] to “**BCGEU Faculty**”.
3. Change all references in the Collective Agreement from “Chief Instructor” to “**Department Head**”.
4. Change all references in the Collective Agreement from “journeyman” to “**journeyperson**”.
5. Change all references in the Collective Agreement from “Instructor Diploma”, “Provincial Instructor’s Diploma”, “Provincial Instructors Diploma”, “Vocational Instructor’s Diploma”, “Instructional Diploma Program” or “Instructor Diploma Program” to “**Provincial Instructor Diploma**” or “**Provincial Instructor Diploma Program**” respectively.
6. Change all references in the Collective Agreement from “Vocational Instructors Labour/Management Committee” to “**Labour/Management Committee**”.

**7. Amend Article 11.2(d) as follows:**

“(d) Job postings for ~~Vocational Instructors~~ **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 ~~Journeyman~~ **journeyperson** 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 specialization. The criteria for this endorsement shall be developed by the Labour/Management Committee.

All job postings shall state “**BCIT is an equal opportunity employer**” ~~“this position is open to male and female applicants”~~.



**8. Amend Article 11.2(e) as follows:**

"A selection panel will be comprised of the following members:

- (1) The **program's Specialization's** Associate Dean;
- (2) The **program's Specialization's Department Head Chief Instructor**;
- (3) One (1) **faculty member** instructor selected by **faculty** instructors in the **program specialization**; and
- (4) One (1) **faculty member** instructor outside the **program specialization** selected by the individuals in (e)(1) through (e)(3)."

**9. Amend Article 13.1 as follows:**

"13.1 Hours of Work - **Non-teaching Faculty** ~~Non-instructors~~

The normal hours of work of non-**teaching** instructional **faculty** ~~Employees~~ 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."

**10. Amend Article 13.2 as follows:**

"13.2 Work Schedules - **Non-teaching Faculty** ~~Non-instructors~~

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

**11. Amend Article 13.3 as follows:**

"13.3 Hours of Work - **Faculty** ~~Vocational Instructors~~

(a)

- (1) **Faculty** ~~Vocational Instructors~~ 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** ~~Vocational Instructors~~ shall be Monday to Friday.
- (2)
  - (i) The positions of **Department Heads** ~~Chief Instructors~~ 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** ~~Chief Instructor~~ for each **department** ~~program cluster~~ unless there are demonstrable reasons for discontinuing the position(s). These positions shall be filled by Employee(s) who hold full-time, continuous **faculty** ~~instructor~~ positions. It is the Institute's expectation that a **Department Head** ~~Chief Instructor~~ will normally instruct a minimum of twenty percent (20%) of an **faculty member's** ~~instructor's~~ student contact time.

- (ii) The period of appointment for a **Department Head** ~~Chief Instructor~~ will normally be for three (3) years. The process for selection of a **Department Head** ~~Chief Instructor~~ will be by a competitive selection process. The Dean of the School will appoint a committee consisting of the appropriate Associate Dean, an **faculty member** ~~instructor~~ from the relevant **department** ~~program cluster~~, and one (1) **faculty member** ~~instructor~~ from another trade **department** ~~program cluster~~. The purpose of this Committee is to find the best qualified candidate within the **department** ~~program cluster~~. The Labour/Management Committee will define the selection process and selection criteria for **Department Heads** ~~Chief Instructors~~.
- (iii) Normally, in order to perform the duties of **Department Head** ~~Chief Instructor~~, a minimum of twenty-five percent (25%) release time from instructional duties will be provided. For **departments** ~~programs~~ having four (4) to eight (8) **faculty members** ~~instructors~~ a minimum of forty percent (40%) release time will be provided, and for **departments** ~~programs~~ having nine (9) or more **faculty members** ~~instructors~~ the appointed **Department Head** ~~Chief Instructor~~ will have seventy-five percent (75%) release time. Nothing in this Agreement shall prevent a **Department Head** ~~Chief Instructor~~ from filling-in, for a short period of time, for an **faculty member** ~~instructor~~ who is, for example: ill; attending an Educational Council; or an Articulation; or safety meeting.
- (iv) **Department Heads** ~~Chief Instructors~~ shall be paid a stipend pursuant to Schedule A of the Collective Agreement, in addition to his/her regular pay. The stipend shall be paid during the period of appointment as a **faculty members** ~~instructors~~.
- (v) **Department Head** ~~Chief Instructor~~ Search Process

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

- the responsible Associate Dean shall inform the applicable **program cluster/program/department** of the opening;
- the Department shall review the ~~cluster~~ requirements, the terms of reference, duties and special requirements of the **Department Head** ~~Chief Instructor~~ (the Associate Dean shall collect the information for the Search Committee);

- the Associate Dean announces the competition and posts announcements;
  - the Dean appoints the Search Committee. (The Department submits the name of their chosen representative to the Dean.) 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** ~~trade program cluster~~ and confirms the appointments to the Search Committee;
  - the Associate Dean arranges the interview of all candidates;
  - the results are finalized by the Search Committee;
  - 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 detailing the minority concerns;
  - the Dean shall make an offer to the **faculty member** ~~Instructor~~;
  - the **Department Head** ~~Chief Instructor~~ is appointed;
  - after one (1) year, the appointment will be reviewed/confirmed;
  - the additional two (2) year appointment shall be confirmed;
  - after three (3) years, the needs of the position will be reviewed and Article 13.3(a)2(ii) applies.
- (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 ~~trades and vocational~~ programs;

(8) input into development of modifications to workshop and instructional areas;

- (d) **Faculty's** ~~instructor'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)** ~~instructor(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** ~~instructor~~ 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** ~~instructor~~ remains available for instructional counselling. For the remaining hours, an **faculty member** ~~instructor~~ may performs functions 13.3(c)(3) through 13.3(c)(8) at an alternate work location provided that:

(1) the **faculty member** ~~instructor~~ is in attendance on campus for the commencement of each shift; and

(2) the **faculty member's** ~~instructor's~~ other duties and responsibilities do not require their presence on campus; and

(3) the **faculty member** ~~instructor~~ is available to respond to a request and immediately attend campus should operational issues arise that necessitate the **faculty member's** ~~instructor's~~ attendance on campus. Prior to leaving campus for off campus work, the **faculty member** ~~instructor~~ must advise the **Department Head** ~~Chief Instructor~~ and provide contact information so that the **faculty member** ~~instructor~~ can be contacted should operational issues arise that necessitate the **faculty member's** ~~instructor's~~ attendance on campus.

- (f) Function (3) through (8) time shall be scheduled by the **faculty member** ~~instructor~~ in consultation with the **Department Head** ~~Chief Instructor~~ (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** ~~instructor~~, in consultation with the **Department Head** ~~Chief Instructor~~ 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 (½) 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) ~~An~~ **faculty member instructor** assigned to instruct course material other than his/her 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 ~~an~~ **faculty member instructor** reasonably believes it to be excessive, instructional assistance will, upon request, be provided.

- (k) ~~An~~ **faculty member instructor** may make a request to the **Department Head** ~~Chief Instructor~~ for a change in assignment of duties. The **Department Head** ~~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 **department specialization** or other employees. If a request cannot be accommodated, reasons will be provided by the Associate Dean."

**12. Amend Article 13.5 as follows:**

- "(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 instructor** in any one **(1)** calendar year. This provision shall also apply to those **faculty members instructors** in a continuous intake course. The non-instructional duty day entitlement for **faculty members instructors** who do not teach

a full year shall be pro-rated accordingly. ~~Implementation of this clause shall begin on January 1, 1980 and be fully implemented by April 1, 1980.~~

- (b) ~~An **faculty member** instructor~~ may make a written request to be on-duty, off-campus for non-instructional duties to his/her **Department Head** ~~Chief Instructor~~. The **Department Head** ~~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 **Department Head** ~~Chief Instructor~~ at least five (5) working days in advance, so that the **Department Head** ~~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 **faculty member** ~~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 **faculty member's** ~~instructor's~~ contact information.

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

**13. Amend Article 13.7 as follows:**

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

**14. Amend Article 13.10(c) as follows:**

"(c) To retain flexibility in scheduling, and by mutual agreement within the **program** ~~specialization~~, **faculty** ~~Vocational Instructors~~ may be scheduled for one (1) additional fifteen (15) minute unpaid rest period per day."

**15. Amend Article 13.13 as follows:**

"All newly employed **faculty** ~~Vocational Instructors~~ 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."

**16. Amend Article 13.14 as follows:**

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

....

- (f) Where a regular Employee considers that he/she has an equivalency of the **Provincial** Instructor Diploma, he/she will, in a timely manner, submit certification(s), transcript(s), proof of competency, or other credentials, as an Industrial Trainer, **faculty member** ~~Vocational Instructor~~, 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 his/her 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 his/her annual increment date without restriction once it is determined that the credentials submitted by the Employee are equivalent to the **Provincial** Instructor Diploma."

[All other articles of this Article remain unchanged.]

**17. Amend Article 13.16(c) as follows:**

- "(c) Where a Regular Employee considers he/she has the equivalency of an **Provincial** Instructor Diploma, he/she will, in a timely manner, submit certification(s), transcript(s), proof of competency, or other credentials, as an Industrial Trainer, **faculty member** ~~Vocational Instructor~~,

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 his/her 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(c))."

**18. Amend Article 13.18(a) as follows:**

"(a) Purpose

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

**19. Amend Article 13.18(d)(2)(ii) as follows:**

"(ii) Benefit to the Institute and the individual **faculty member(s) instructor(s)**;

**20. Amend Article 13.18(e)(2)(ii) as follows:**

"(ii) Benefit to the Institute and the individual **faculty member(s) instructor(s)**;

**21. Amend Article 13.26(b) as follows:**

"(b) The Parties agree that the student questionnaires shall be distributed regularly by the **faculty member instructor** responsible for each course."

**22. Amend Article 13.26(g) as follows:**

"(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 an **faculty member's instructor's** personnel file nor used as evidence in any disciplinary action, including arbitration proceedings, taken against an **faculty member instructor**. The Employer may compile summary statistical reports by specialization based on the results of student questionnaires provided they contain no reference to specific Employees. If a specialization has fewer than four



(4) Employees it will be combined with another specialization in its grouping for the purpose of compiling summary statistical reports.”

**23. Amend Article 13.27(c) as follows:**

“(c) Course evaluation reports completed by students will not be used as evidence in any disciplinary action taken against an **faculty member** ~~instructor~~.”

**24. Amend Article 14.3 as follows:**

“14.3 Scheduling - **Faculty** ~~Instructional Staff~~

....

(d) Nothing in this Collective Agreement shall be construed as requiring an **faculty member** ~~instructor~~ to work anything other than a Monday to Friday workweek. Work on weekends will be by mutual agreement only.”

[All other articles in this Article remain unchanged]

**25. Amend Article 14.8 as follows:**

“There shall be no split shifts scheduled except by mutual agreement between the Employer and the Union. ~~{For faculty Vocational Instructors there shall be no split shifts.}~~”

**26. Amend Article 17.1(b) as follows:**

“(b) **Provincial** Instructor Diploma

- (1) in the case of an **faculty member** ~~instructor~~ who does not hold an **Provincial** Instructor's 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 an **Provincial** Instructor's Diploma shall be conducted under the supervision of the appropriate institution or agency. Courses leading to the **Provincial** Instructor's 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.”

**27. Amend Article 17.2 as follows:**

“Annual leave entitlement is:

- (a) For ~~faculty an instructor~~ - 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 any other Employee~~ - 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) Christmas Holiday.
- (d) Upon reaching twenty (20) years' service (including war service), an Employee will be eligible for Annual Leave as follows:
  - (i) **Faculty Instructors** - fifty (50) days;
  - (ii) **Non-teaching Faculty Others** - 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 he/she had his/her full annual leave entitlement (~~faculty instructors~~ forty-six (46) or fifty (50) days as appropriate, **non-teaching faculty non-instructors** thirty-six (36) or forty (40) days as appropriate).

**28. Amend Article 17.3(d) as follows:**

- “(d) *Unscheduled Annual Leave* - The unscheduled annual leave entitlement may be taken, in full or in part, at any time 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 instructor**. 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.”

**29. Amend Article 26.3 as follows:**

The Parties agree that during the life of the renewed Collective Agreement (April 1, 2014 to March 31, 2019), 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 Vocational Instructor** from being hired above the **Employee's Vocational Instructor's** minimum rate, to a maximum of the seventh step of the range.

[NOTE: All selection committees will be required to use the following BCGEU **Faculty Instructor** Initial Placement Criteria form when hiring Employees in the Bargaining Unit (see **Letter of Understanding XX – Initial Placement Forms Memorandum of Agreement #2**)].

....” [All other articles in this Article remain unchanged]

**30. Amend Article 27.1(c) as follows:**

“(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 Vocational Instructors.**”

**31. Amend Article 32.2 as follows:**

“(a) **Faculty Instructors** 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 Instructors** 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 Instructors**, 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 Instructors**, **faculty Instructors** on layoff, and **faculty Instructors** hired to teach Industry Services courses shall be paid in accordance with rates identified in Schedules A, B and C.

(2) Regular ~~faculty instructors~~, ~~faculty instructors~~ on layoff, and ~~faculty instructors~~ hired to teach CE/PTS programs and courses shall be paid for such work at one and one-half (1½) times his/her 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 instructor~~ 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 instructors~~ who are employed full-time or on layoff may be scheduled on a flex-time basis.
- .....
- (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 instructors~~ 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 instructors~~ hired to teach CE/PTS/IS programs and courses.

....." [All other articles in this Article remain unchanged]

**32. Amend Article 33.14 as follows:**

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

**33. Amend Schedule A as follows:**

- a. Change all references from "Instructor", or "Instructors" to "**Faculty**".
- b. Change all references from "Non-Instructors Employees/Coordinators", "Non-Instructional Employees/Coordinators", or "Non-Instructional Employees/Coordinators/Others" to "**Non-Teaching Faculty**".

**34. Amend Previously Signed Tentative Agreed Document on Schedule E as follows:**

The parties agree to add "*Non-Teaching Faculty Department*" to the bottom of the list of departments in Schedule E on page 9 of the Tentatively Agreed document dated April 26, 2019.

The Parties further agree to add the positions of Training Consultants and Quality Assurance Auditors within the Non-Teaching Faculty Department.

**35. Amend Letter of Understanding #1 – Qualifications as follows:**

“ ....

Job postings for **faculty** ~~Vocational Instructors~~ shall consist of the following qualifications:

....” [All other articles in this Letter of Understanding remain unchanged]

**36. Amend Letter of Understanding #7 – New Professional Development Fund as follows:**

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

**37. Amend Letter of Understanding #9 – Provincial Instructors Diploma**

- a. Change all references from “Provincial Instructors Diploma”, to “**Provincial Instructor Diploma**”.
- b. Change all references from “instructor”, and “instructors” to “**faculty**”.

**38. Amend Memorandum of Agreement – Deferred Salary Leave Program as follows:**

- a. Change all references from “BCGEU Vocational Instructors” to “**BCGEU Faculty**”.
- b. Change all references from “Vocational Instructors” to “**BCGEU Faculty**”.

**39. Update Index to reflect changes made in this proposal.**

## **APPENDIX C**

BCIT – and – BCGEU Faculty  
2019 Collective Bargaining

Date: Feb 14 2019

Time: 10:15

Tentatively Agreed

The parties agree to the following amendments to the 2014-2019 collective agreement:

1. Update provisions which state "he/she" to "**they**" or "**the Employee**" throughout the Collective Agreement.
2. Update references to "Manager Advisory Services" to "**Associate Director, Total Compensation**" throughout the Collective Agreement.
3. Update references to "Christmas Holiday" to "**Winter Break Holiday**" throughout the Collective Agreement.
4. Delete references to the "Economic Stability Dividend" throughout the Collective Agreement.
5. Update references to any government ministries to the current title of said ministries throughout the Collective Agreement.
6. Update numbering of "24.4 Extended Health Care Plan" to "**24.2** Extended Health Care Plan".
7. Amend the last sentence of Article 11.2(d) as follows:

"... All job postings shall state ~~"this position is open to male and female applicants"~~ "**BCIT is an equal opportunity employer**"."

8. Amend Article 16.1 Paid Holidays as follows:

"The following have been designated as paid holidays:

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

~~It is understood that Heritage Day shall be recognized as a designated paid holiday upon proclamation.~~ Any other holiday proclaimed as a holiday by the Federal, Provincial, or Municipal Governments for the locality in which an Employee is working shall be a paid holiday."

9. Amend Article 17.11 Annual Leave on Retirement as follows:

"An Employee scheduled to retire and to receive a Superannuation allowance under the applicable pension plan ~~or who has reached the mandatory retiring age~~, 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 he/she reports for duty falls."

10. Amend Article 19.12 Pre-Retirement Leave as follows:

"An Employee scheduled to retire and to receive a superannuation allowance under the applicable pension Acts ~~or who has reached the mandatory retiring age~~, shall be entitled to:

...." [Remainder of Article remains unchanged]

11. Remove "Letter of Understanding #1 – Qualifications".

12. Remove "Letter of Understanding #3 – Schedule E – Specialization Grouping".

13. Renew "Letter of Understanding #6 – Human Resources Database".

14. Renew "Letter of Understanding #7 – New Professional Development Fund".

15. Remove "Letter of Understanding #8 – Fiscal Dividend".

16. Renew "Letter of Understanding #9 – Provincial Instructors Diploma".

17. Remove "Memorandum of Agreement #1 – Initial Placement Criteria".

18. Renew "Memorandum of Agreement – Mandatory Retirement" and rename as a Letter of Understanding with applicable numbering.

19. Renew "Jurisdictional Dispute Resolution Process" and rename as a Letter of Understanding with applicable numbering.

20. Renew "Arbitration Procedures" and rename as a Letter of Understanding with applicable numbering.

21. Renew "Memorandum of Agreement – Jurisdictional Overlap" and rename as a Letter of Understanding with applicable numbering.

22. Renew "Memorandum of Agreement – Transfer Between bargaining Units" and rename as a Letter of Understanding with applicable numbering.

23. Remove "Memorandum of Agreement – Common Table – Harassment".

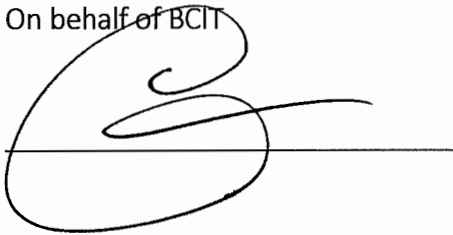
24. Remove "Memorandum of Agreement – Economic Stability Dividend (ESD)".



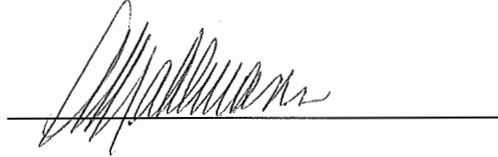
25. Renew "Memorandum of Agreement – Deferred Salary leave Plan" and rename as a Letter of Understanding with applicable numbering.

Agreed to:

On behalf of BCIT

A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is composed of several loops and a long horizontal stroke extending to the right.

On behalf of the BCGEU

A handwritten signature in black ink, written over a horizontal line. The signature is more compact and cursive than the one on the left, with multiple overlapping loops.

BCIT – and – BCGEU Faculty  
2019 Collective Bargaining

Date: Feb 21/2019

Time: 1:35 pm

## Tentatively Agreed

The parties agree to the following amendments to the 2014 – 2019 collective agreement:

1. Amend Article 13.5(a) Non-Instructional Duty Day as follows:

- (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 instructor in any one (1) calendar year. This provision shall also apply to those instructors in a continuous intake course. The non-instructional duty day entitlement for instructors who do not teach a full year shall be pro-rated accordingly. ~~Implementation of this clause shall begin on January 1, 1980 and be fully implemented by April 1, 1980.~~"

2. Amend Article 26.3(b)(1) & (2) as follows:

(b) "Increments

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.

- (1) ~~Effective January 01, 1987: all Employees normally eligible for an increment between January 01, 1987 and June 30, 1987 will advance one step on May 1, 1987 and each May 1st thereafter where eligible.~~
- (2) ~~All Employees normally eligible for an increment between July 1, 1987 and December 31, 1987 will advance one step on November 1, 1987 and each November 1 thereafter where eligible.~~
- (3) For regular Employees hired after January 1, 1987, 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 his/her increment date, he/she shall have his/her increment delayed to the next biannual increment date.

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

...." [All other articles in this Article remain unchanged]

3. Amend Article 26.11(a) as follows:

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

~~To assure consistent application of terms and conditions contained in the Collective Agreement which are affected by the operation of biweekly pay the following conversion formula will apply, without limiting in any way existing entitlements (effective January 1, 1988).~~

~~Formula for Hourly, Daily and Partial Month Calculations:~~

...." [All other articles in Article 26.11(a) remain unchanged]

4. Amend Article 3(a) & (b) as follows:

(a) ~~"All Employees in the Bargaining Unit who, on March 8, 1974, were are members of the Union or thereafter became members of the Union shall, as a condition of continued employment, maintain such membership (subject to the provisions of Section 11 of the *Labour Relations Code* of British Columbia).~~

(b) ~~All Employees hired on or after March 8, 1974 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).~~

...." [All other articles in this Article remain unchanged]

5. Amend Article 10.1(a) as follows:

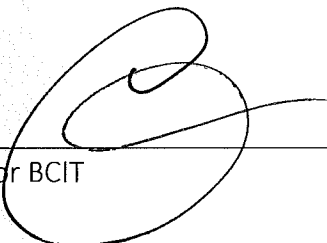
(a) ~~"Service seniority" shall mean the length of continuous service as a regular Employee of the Institute, inclusive of any previous service from Pacific Vocational Institute. An Employee transferred to the Pacific Vocational Institute from the public service on April 1, 1978, shall retain his/her length of service seniority in the Institute. Regular Employees in the Public Service of British Columbia as of June 30, 1974, shall be credited with service seniority equivalent to their length of continuous service as a permanent Employee or their length of service as a continuous temporary Employee with the Employer prior to that date.~~

6. Amend Article 24.4(b) as follows:

(b) ~~"Employees hired on or after April 1, 1976, shall, as a condition of employment, enrol in the Group Life Plan and shall complete the appropriate payroll deduction authorization forms."~~

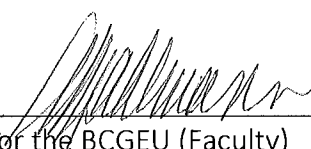
7. Remove Article 31.5(d) from Article 31.5 and renumber the remainder of the Article.

- (d) ~~"A temporary Employee transferred to the Institute from the Public Service on April 1, 1978 shall retain his/her length of service seniority acquired in the Public Service for the purpose of determining his/her length of service seniority with the Institute."~~



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For BCIT



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For the BCGEU (Faculty)

BCIT – and – GEU Faculty  
2019 Collective Bargaining

Date: April 26, 2019

Time: 9:38 am

## Tentatively Agreed

The parties agree to the following amendments to the 2014 – 2019 collective agreement:

### 1. Amend Article 11.2(d) as follows:

“(d) Job postings for Vocational Instructors 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 Journeyman ~~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 specialization**. The criteria for this endorsement shall be developed by the Labour/Management Committee.

All job postings shall state "this position is open to male and female applicants."

### 2. Amend Article 11.2(e) as follows:

“(e) A selection panel will be comprised of the following members:

- (1) The **program’s Specialization’s** Associate Dean;
- (2) The **program’s Specialization’s** Chief Instructor;
- (3) One (1) instructor selected by instructors in the **program specialization**; and
- (4) One (1) instructor outside the **program specialization** selected by the individuals in (e)(1) through (e)(3).”

### 3. Amend Article 12.1 as follows:

“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 specialization** 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 specialization(s)** in which the layoff is to take place.”

**4. Amend Article 12.3 as follows:**

"Within a **department specialization**, 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 specialization** have the necessary skills, abilities and qualifications to fill the remaining positions."

**5. Amend 12.5(b) as follows:**

"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 specialization grouping**. 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 his/her salary, however, he/she may utilize first his/her Unused Unscheduled Annual Leave entitlement and secondly his/her 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."

**6. Amend 12.5(c) as follows:**

"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 specialization grouping**,
- 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 his/her Unused Unscheduled Annual Leave entitlement after which the Employer will pay the Employee at his/her regular salary for the balance of the period that he/she is 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.”

**7. Amend Article 12.7 as follows:**

“ ....

- (1) The expectation of ongoing work in the **program 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/**department 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 **department specialization**.
- (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’s Diploma (PID) or equivalent.

....” [All other articles in this Article remain unchanged]

**8. Amend Article 13.3(a)(2)(i) as follows:**

- “(i) The positions of Chief Instructors 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 Chief Instructor for each **department** ~~program-cluster~~ unless there are demonstrable reasons for discontinuing the position(s). These positions shall be filled by Employee(s) who hold full-time, continuous instructor positions. It is the Institute's expectation that a Chief Instructor will normally instruct a minimum of twenty percent (20%) of an Instructor's student contact time.”

**9. Amend Article 13.3(a)(2)(ii) as follows:**

- “(ii) The period of appointment for a Chief Instructor will normally be for three (3) years. The process for selection of a Chief Instructor will be by a competitive selection process. The Dean of the School will appoint a committee consisting of the appropriate Associate Dean, an instructor from the relevant **department** ~~program cluster~~, and one (1) instructor from another trade **department** ~~program cluster~~. The purpose of this Committee is to find the best qualified candidate within the **department** ~~program cluster~~. The Labour/Management Committee will define the selection process and selection criteria for Chief Instructors.”

**10. Amend Article 13.3(a)(2)(iii) as follows:**

- “(iii) Normally, in order to perform the duties of Chief Instructor, a minimum of twenty-five percent (25%) release time from instructional duties will be provided. For **departments** ~~programs~~ having four (4) to eight (8) instructors a minimum of forty percent (40%) release time will be provided, and for **departments** ~~programs~~ having nine (9) or more instructors the appointed Chief Instructor will have seventy-five percent (75%) release time. Nothing in this Agreement shall prevent a Chief Instructor from filling-in, for a short period of time, for an instructor who is, for example: ill; attending an Educational Council; or an Articulation; or safety meeting.”

**11. Amend Article 13.3(a)(2)(v) as follows:**

- “(v) Chief Instructor Search Process

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

- the responsible Associate Dean shall inform the applicable ~~program cluster/program/department~~ of the opening;
- the Department shall review the ~~cluster~~ requirements, the terms of reference, duties and special requirements of the Chief Instructor (the Associate Dean shall collect the information for the Search Committee);
- the Associate Dean announces the competition and posts announcements;
- the Dean appoints the Search Committee. (The Department submits the name of their chosen representative to the Dean.) 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** ~~trade program cluster~~ and confirms the appointments to the Search Committee;
- the Associate Dean arranges the interview of all candidates;
- the results are finalized by the Search Committee;
- 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 detailing the minority concerns;
- the Dean shall make an offer to the Instructor;
- the Chief Instructor is appointed;
- after one (1) year, the appointment will be reviewed/confirmed;
- the additional two (2) year appointment shall be confirmed;
- after three (3) years, the needs of the position will be reviewed and Article 13.3(a)2(ii) applies.”

**12. Amend Article 13.3(k) as follows:**

- “(k) 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 **department specialization** or other employees. If a request cannot be accommodated, reasons will be provided by the Associate Dean.”

**13. Amend Article 13.10(c) as follows:**

- “(c) To retain flexibility in scheduling, and by mutual agreement within the **program specialization**, Vocational Instructors may be scheduled for one (1) additional fifteen (15) minute unpaid rest period per day.”

**14. Amend Article 13.26(g) as follows:**

- “(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 an Instructor's personnel file nor used as evidence in any disciplinary action, including arbitration proceedings, taken against an Instructor. The Employer may compile summary statistical reports by **program specialization** based on the results of student questionnaires provided they contain no reference to specific Employees. If a **program specialization** has fewer than four (4) Employees it will be combined with another **program specialization** in its **department grouping** for the purpose of compiling summary statistical reports.

**15. Amend Article 14.3(a) as follows:**

“ ....

While in normal circumstances, problems relating to such matters will be dealt with at the ~~shop~~/departmental level, unresolvable matters of this nature will be referred to the Labour/Management Committee for discussion and the formulation of proposals for resolution.”  
[All other articles in this Article remain unchanged]

**16. Amend Article 26.3(a) as follows:**

" ....

As a result of Memorandum of Agreement #1, the provisions outlined in 26.3(a) above are only intended to be used until the Parties have completed their discussions regarding development of Initial Placement Criteria for instructors in the IETE **program specialization** and for Employees hired into non-instructional **programs specializations**.

....

**BCGEU INSTRUCTOR INITIAL PLACEMENT CRITERIA**

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Program Specialization:** \_\_\_\_\_ **Department Grouping:** \_\_\_\_\_

**A. Standard Qualifications**

- |    |   |                              |                             |
|----|---|------------------------------|-----------------------------|
| 1. | TQ/IP # _____<br>(or industry certificate or appropriate other credential)                        | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | Five Years' Experience as Journeyperson or Equivalent   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | Previous Supervisory/or Teaching Experience   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Skills/Abilities to Instruct the Curriculum<br>(communication, writing and inter-personal skills) | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

**BASIC PLACEMENT ON SALARY SCALE:**

**STEP 2**

**and B. One Step for Instructor's Diploma or Equivalent Provided Candidate has Two Years of Relevant Post-Secondary Instructional/Teaching Experience.**

Date of Diploma: \_\_\_\_\_  
(See 3 and 3(A))

- OR -

**C. One Step for a Minimum of Five Years of Relevant Post-Secondary/Instructional Teaching Experience Where Candidate Does Not Meet Criteria "B".**

Institution(s):	(a) _____	Dates: _____
	(b) _____	Dates: _____
	(c) _____	Dates: _____

**and D. One Step for Specialized Technical Training/Diploma/Degree and Relevant Applied Industry Experience (minimum one year).**

Details: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**and E. One Step for every three years of relevant industry experience to a maximum of 2 steps.**

Details: \_\_\_\_\_  
\_\_\_\_\_

Verified by: \_\_\_\_\_ Date: \_\_\_\_\_  
(See 4(A) and 4(B))

....

## PLACEMENT RECORD

### SUMMARY

Name of Candidate: \_\_\_\_\_ Date: \_\_\_\_\_

Program Specialization: \_\_\_\_\_ Department Grouping: \_\_\_\_\_

Start Date: \_\_\_\_\_

Status: Regular ☐

Increment Review Date: \_\_\_\_\_

Temporary ☐

STEP

A. Basic Placement on Salary Scale

2

and B. Instructor Diploma:

a) Completed

Yes ☐

No ☐

b) Two Years Post-Secondary Teaching Experience

Yes ☐

No ☐

- OR -

C. Teaching Experience:

Five Years of Relevant Post-Secondary  
Teaching Experience

Yes ☐

No ☐

*If Affirmative to B or C above, Grant One Step on Salary Scale*

and D. Specialized Technical Training/Relevant Experience:

Specialized Technical Training/Diploma/Degree and  
Relevant Applied Industry Experience (minimum one year)

Yes ☐

No ☐

*If Affirmative to D above, Grant One Step on Salary Scale*

and E. Relevant Industry Experience:

Relevant Industry Experience (minimum three years)

Yes ☐

No ☐

*If Affirmative to E above, Grant One Step on Salary Scale (for each  
3 years), to a maximum of two Steps.*

Total Steps Granted: \_\_\_\_\_  
(Initial Placement)

Salary/Month: \_\_\_\_\_

Approval Signature \_\_\_\_\_

...." [All other articles in this Article remain unchanged]

**17. Amend Article 31.5(b) as follows:**

“(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 specialization**.

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

**18. Amend Article 31.5(e) as follows:**

“(e) The Employer shall maintain a separate service seniority list of all temporary Employees by **program specialization**. 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.”

**19. Amend Article 31.7(a) as follows:**

“(a) Layoff of temporary Employees shall be in reverse order of service seniority within a **program specialization**.”

**20. Amend Article 31.7(b) as follows:**

“(b) Temporary Employees on layoff shall only be recalled after regular Employees in order of service seniority within the **department specialization grouping** 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), he/she shall re-establish his/her right to a further six (6) months of recall.”

**21. Amend Article 32.3 as follows:**

“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 specialization** 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.”

**22. Replace Schedule E with the following:**

**SCHEDULE E**

**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*

**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.

**23. Amend Letter of Understanding #1 as follows:**

" ....

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

...." [All other articles in this Article remain unchanged]

**24. Remove Letter of Understanding #3.**

**25. Remove Letter of Understanding #4.**

**26. Amend Letter of Understanding – Chief Instructors Job Description as follows:**

" ....

Chief Instructor Position Description

FUNCTION

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

SPECIFIC ACCOUNTABILITIES

1. Leadership

- a) Encourages a positive work environment.
- b) Fosters teamwork within the **department/program** area.
- c) Ensures Instructors are aware of BCIT Policies & Procedures as related to their job.
- d) Communicates any changes / revisions in policies / procedures to the instructors.

2. Teaching Excellence

- a) Ensures that new instructors receive support through coaching and mentoring.
- b) Ensures that all new students receive a student orientation package.
- c) Ensures that student orientation packages are maintained and updated, as required.
- d) Encourages use of appropriate teaching and learning activities.

3. Administration

- a) Meets with the Associate Dean to provide input into the Training Plan and staffing thereof.

- b) 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.
- c) Coordinates the preparation of class schedules and assignment of program instructors and support staff to efficiently accommodate the training plan.
- d) Coordinates leave schedules for program instructors and support staff in compliance with the respective Collective Agreement.
- e) Where applicable, may administer the **department/program's area's** supplies budget in accordance with the guidelines developed by the Dean and Associate Dean.
- f) Where applicable, may assume responsibility for reporting matters concerning the maintenance, repair and evaluation of equipment for the instructional program.
- g) Where applicable, assists in the provision of data and the compilation and preparation of reports as requested by the Dean and/or Associate Dean.
- h) 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.
- i) Where applicable, provides input into the School's operating plan.

#### 43. Course and Program Curriculum

- a) 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.
- b) 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.
- c) Assists in the coordination of Part-Time Studies, Industry Services and Continuing Education. This could include, preparation of proposals, selection of instructors for curriculum development and/or delivery.

#### 54. Staff Relations

- a) Participates in **department/program** staff hiring and orientation
- b) Encourages the development and implementation of staff development plans.
- c) Reviews the student feedback form with the Instructors and provides guidance in accordance with the collective agreement and/or Labor Management Committee.
- d) Convenes **department/program** instructor and staff meetings as frequently as deemed necessary.
- e) Supervising students for short periods of time, for an instructor 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.

#### 65. Student Relations

- a) Advises and participates in student recruitment where appropriate.

- b) Evaluates student requests for course credits, in accordance with BCIT policy.
- c) Provides advice and counsel for students as may be required.
- d) Reviews non-instructional info obtained through the student feedback process and make recommendations as appropriate.

**76. External Relations**

- a) Where applicable, recommends to the Associate Dean members for the Advisory Committee(s), provides input for the agenda and attends regularly scheduled meetings.
- b) 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.
- c) Encourages, through industry and professional contacts, material and financial support such as industry partnerships, product and equipment donations, scholarships, bursaries and awards.
- d) Maintains liaisons with potential employers.
- e) Liaises with peers in other educational institutes offering similar **departments/programs** (such as attendance at Articulation Meetings).

**87. Internal Liaison**

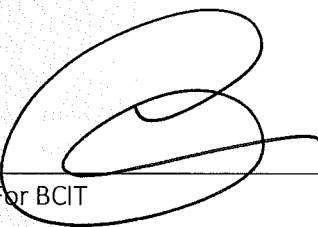
- a) Maintains communication and consultation with related **department/program** and service areas.
- b) Makes necessary internal arrangements to access and to share needed services and facilities for **department/program** operation.
- c) Consulting with Instructors, per 4(d) above, coordinates the collection of feedback from the members of the **department/program Specialization(s)** regarding the operations of the **department/program** and provides Instructors' recommendations to the Associate Dean.

**98. General**

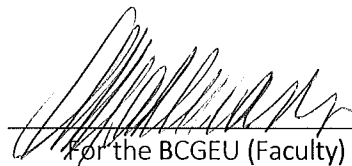
- a) Performs other related work as may be required in the operation of the **department program**, where mutually agreed amongst the Associate Dean, the Dean, the Chief Instructor and in Accordance with the Collective Agreement.
- b) May represent the institute in the Associate Dean's absence, when delegated.
- c) Refers instructor issues that may result in disciplinary action to the Associate Dean."

[All other articles in this Article remain unchanged]

**27. Update Index to reflect changes made in this proposal.**



For BCIT



For the BCGEU (Faculty)



BCIT – and – BCGEU Faculty  
2019 Collective Bargaining

Date: April 26, 2019

Time: 9:37 am

**Tentatively Agreed**

The parties agree to the following amendments to the 2014 – 2019 collective agreement:

Amend Articles 11.2(a) and (b) as follows:

**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 each appropriate notice board ~~throughout the Institute~~ for a minimum of two (2) weeks ~~one (1) week~~, 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) Notices shall be posted on the appropriate bulletin board at least fourteen (14) days prior to the closing date of the competition.”~~

For BCIT

For the BCGEU (Faculty)

Date: Feb 28/2019

Time: 12<sup>00</sup> pm

## Tentatively Agreed

The parties agree to the following amendments to the 2014-2019 collective agreement:

Amend Article 13.18 Career Skills Development Fund, as follows:

**"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 vocational instructors. Such opportunities are intended to assist instructors to maintain current knowledge and skills as well as develop new skills that will enhance instructors' 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.
- (2) This amount shall be pooled and administered by a C&SD Committee established by this Article.
- (3) Funds remaining at year end (March 31st) 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 Vocational Instructors Labour/Management Committee ~~by March 31<sup>st</sup> of each year~~ **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 Leave Fund**

**A Short Term Leave Funding Application** is defined as ~~leave with pay to attend 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** ~~for Short Term Leave~~:

- (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's Diploma; and
- (iii) a Chief Instructor or Associate Dean may apply for funds to offer training opportunities to entire Departments/~~Areas/Schools~~.

(2) **Criteria**

**Short Term Funding** ~~for Short Term Leave~~ 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:** ~~specific trade-related~~ trade related activities, **articulation meetings**, Provincial Instructors Diploma, certification and accreditation courses, conferences, ~~and~~ workshops, **tradeshows** and Skills Canada Competitions.

Subject to operational requirements and budgetary considerations, funding will be ~~granted adjudicated to the maximum~~ **maximize the number of employees eligible applicants who make application receive funds**. Applications for Short Term **Leave 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 Instructor(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 Instructor Diploma.

~~(x) Articulation Meetings/Projects are eligible for funding under this Article.~~

(3) *Application Process*

- (i) Applications for ~~funding for Short Term leave~~ **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 ~~his/her~~ **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 ~~his/her~~ **their** application with the Associate Dean. The Associate Dean must provide written reasons for ~~his/her~~ **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:

- ~~(i) Tuition/Registration Fees, travel expenses as indicated below in Article 13.18(f) and other ancillary expenses as approved by the Committee.~~
- ~~(ii) Required textbooks or other official course materials~~
- ~~(iii) Replacement/Backfill Costs~~

~~Because of the limited resources of the Fund, the Committee will not generally approve replacement costs for Short Term Leaves. Replacements costs may be available if the Department matches these costs, or if the denial of replacement costs would prevent the Employee from undertaking career development activities.~~

~~(iv) Travel Expenses~~

~~Employees travelling are entitled to reimbursement of expenses as per article 27.1.~~

~~See article 13.18(f) below regarding travel expenses and arrangements.~~

(e) *Long Term Education Leave Fund*

**A Long Term Education leave Funding Application** is defined as a ~~leave of absence with or without pay~~ **a request for funding to cover educational activities** which ~~is~~ **are** greater than three (3) weeks' but less than ~~one~~ **four (4)** years in duration.

~~The Employer supports the concept of leave for the purposes of advanced or specialized training which will be of benefit to the Employee and the Employer.~~

~~In certain cases, Long Term Education Leave may be approved for programs of independent study and/or research where criteria for evaluating the Employee's performance on such leave can be clearly established and can be shown to be of significant benefit to the Employee and the Employer.~~

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

The Employee must review ~~his/her~~ **their** application with the Associate Dean prior to applying to the Committee. The Associate Dean must provide written reasons for ~~his/her~~ **their** decision regarding support for the application. ~~Approval of the Associate Dean may be withheld on the basis of inability to find a suitable replacement.~~

(2) *Criteria*

Applications ~~for~~ **to the Long Term Educational Leave 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 Instructor(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) ~~Employee~~ **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 leave and Fund, including those concerning degree programs**, must be submitted by the Employee to the Committee by February 1st of each year.
- (ii) Employees will be notified in writing of the decision of the Committee by April 1st. The Committee will also provide brief reasons for its decision.
- (iii) In ~~his/her~~ **their** application, the Employee must provide a description of the proposed courses, study or ~~work experience~~ **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:

~~(i) Tuition/Registration Fees, travel expenses as indicated below in Article 13.18(f) and other ancillary expenses as approved by the committee.~~

~~(ii) Required textbooks or other official course materials~~

~~(iii) Long Term Education leaves approved under this article shall be granted to the Employee with up to one hundred percent (100%) pay, and normally such leave will be granted with sixty percent (60%) pay. Backfill costs to the Employee's Department will be paid out of the Fund.~~

~~(iv) Travel Expenses~~

~~Employees travelling are entitled to reimbursement of travel expenses as per article 27.1.~~

~~See article 13.18.6 below regarding travel expenses and arrangements.~~

(f) Employee Travel

All Employee travel under this Fund is subject to BCIT's policies and guidelines on travel and ~~a~~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 ~~his/her~~ **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. ~~Employees who wish to engage in such activities while attending a program, course, training or conference may only do so with prior approval and in accordance with Article 27.7.~~

(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 ~~his/her~~ **their** Associate Dean a summary of ~~his/her~~ **their** learning experience.

(3) An Employee granted leave with pay shall be required to sign a statement to the effect that ~~he/she~~ **they** undertakes to remain in the services of the Employer for a service period equivalent to **one (1) year**. ~~three (3) times the length of the leave multiplied by the percentage of pay at which the leave was granted.~~

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 ~~he/she~~ **they** undertakes 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.** ~~the total of outside support plus salary support shall not exceed the Employee's basic salary for the period of leave. In the event of such combined support exceeding the basic salary, the excess amount shall be deducted from the Employee's salary.~~ 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 ~~he/she~~ **they** will be ~~expected~~ **required** to reimburse the Fund for all or part of the ~~amount approved by the Fund.~~ **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 ~~he/she~~ **that they** ~~have~~ **has** 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 ~~he/she~~ **they** will do to successfully complete the course/training in the future.

(i) *Termination of Employment*

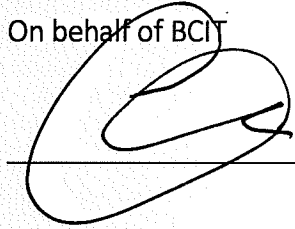
Termination of employment by the Employee or the Employer for just and reasonable cause nullifies any obligation by the employer under this article.

(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."

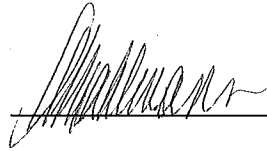
Agreed to:

On behalf of BCIT



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On behalf of the BCGEU



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BCIT – and – BCGEU Faculty  
2019 Collective Bargaining

Date: May 13/2019

Time: 1:05 pm

Tentatively Agreed

The parties agree to the following amendments to the 2014 – 2019 collective agreement:

Amend Article 20 as follows:

"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 seventeen (17) ~~fifty-two (52)~~ consecutive weeks. An Employee may if the Employee opts to combine both maternity leave pursuant to this Article and parental leave under Article 20.2(a) ~~3~~. 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. ~~or,~~

~~(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 thirteen (13) ~~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 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 Maternity 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 Adoption Leave

~~(a) Upon request, an Employee shall be granted leave of absence without pay for up to thirty-seven (37) weeks 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. 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 maximum adoption leave period.~~

#### 20.23 Parental Leave

Notwithstanding Article 20.1(g), 20.2(c) and 20.3(b), aAn 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 ~~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, 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. ~~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 manager(s) to accommodate the leave request(s). The total maternity/parental leave when shared between both parents shall not exceed ~~fifty-two (52)~~ 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).

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

(a) ~~Effective April 1, 2005, w-~~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, a~~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, 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 her salary calculated on her 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) ~~For up to a maximum of thirty-seven (37) weeks of parental leave, An~~ employee who is 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. 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 20.4(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) (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.

#### 20.45 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 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.

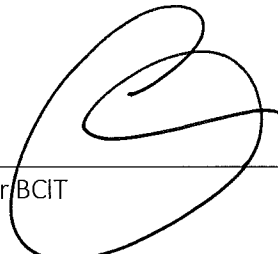
(b)(d) Notwithstanding Articles 17.2(a), (b), (c) and (d) and 17.3(d) and 17.9, annual vacation entitlements and vacation pay shall continue to accrue during the first thirty (30) weeks while an Employee is on maternity/parental leave combination providing the

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.

#### 20.56 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.”

  
\_\_\_\_\_  
For BCIT  
\_\_\_\_\_  
For the BCGEU (Faculty)

BCIT – and – BCGEU Faculty  
2019 Collective Bargaining

Date: April 26 / 2019

Time: 9:35 am

**Tentatively Agreed**

The parties agree to the following amendments to the 2014 – 2019 collective agreement:

Amend Article 26.2 as follows:

" ....

- (e) ~~(1) Persons hired after the ratification of this Collective Agreement~~ 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.  
~~(2) Upon written request, current Employees may elect to have their cheques electronically deposited to any chartered bank or credit union in the Province of British Columbia."~~

For BCIT

For the BCGEU (Faculty)

BCIT – and – BCGEU Faculty  
2019 Collective Bargaining

Date: Feb 28 2019

Time: 12<sup>10</sup> pm

## Tentatively Agreed

The parties agree to incorporate Memag #15VOC05 into the 2014-2019 collective agreement as follows:

### **Letter of Understanding #XX – Secondary Chief Instructor Industrial Instrumentation Specialization**

#### **SECONDARY CHIEF INSTRUCTOR INDUSTRIAL INSTRUMENTATION SPECIALIZATION**

#### *Without Prejudice*

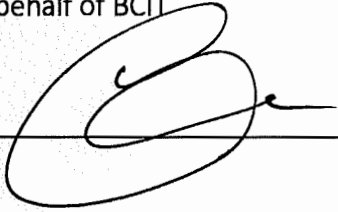
1. **This Letter of Understanding applies if the Institute will create a secondary Chief Instructor position for the Industrial Instrumentation specialization (Industrial and Mechanical Trades Department, School of Energy) for the afternoon shift only.** This Chief Instructor will be appointed through the regular search process as set out in Article 13(a)(2)(v) of the Collective Agreement.
2. The Chief Instructor position referenced in Paragraph 1 above will:
  - a. receive a Chief Instructor stipend pursuant to Article 13.3(a)(iv) of the Collective Agreement; and
  - b. not be entitled to release time pursuant to Article 13.3(a)(2)(iii) of the Collective Agreement because the first Chief Instructor maintains the responsibilities normally allotted to a Chief instructor in the Industrial Instrumentation specialization.
3. ~~Once the secondary Chief Instructor is appointed pursuant to Paragraph 1 above, all future appointments of this position, if required, as determined solely by the Institute, will be subject to the terms of this Agreement.~~
4. The Institute maintains the sole right to bona fide determine in the future the ongoing need of whether or not this secondary Chief Instructor position is required based on operational needs.
5. ~~The Union agrees to withdraw the following grievances:~~

BCIT file 15VOC04, BCGEU file 130245, filed by Tony Klymchuk;

BCIT file 15VOC05, BCGEU file 130242, filed by Ed Quittkat; and  
BCIT file 15VOC06, BCGEU file 130244, filed by Brian Buckley.

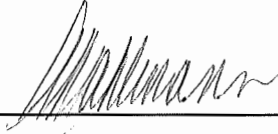
Agreed to:

On behalf of BCIT



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On behalf of the BCGEU



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BCIT – and – BCGEU Faculty  
2019 Collective Bargaining

Date: Feb 27/2019

Time: 11<sup>10</sup>am

### Tentatively Agreed

The parties agree to the following amendments to the 2014-2019 collective agreement:

Delete the Memorandum of Agreement at page 169 and replace with the following:

**Letter of Understanding #XX – 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 ~~2014–2019~~ **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, 2015~~ **December 31, 2020** at which time this Letter of Understanding will expire.

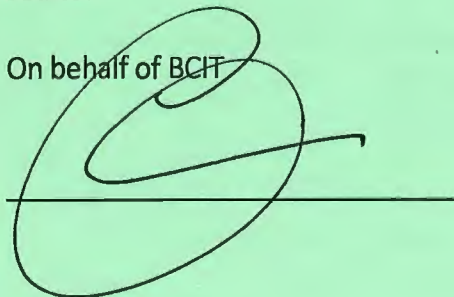
Signed this 18<sup>th</sup> day of June, 2015.

~~BARGAINING REPRESENTATIVES FOR THE  
EMPLOYER:~~

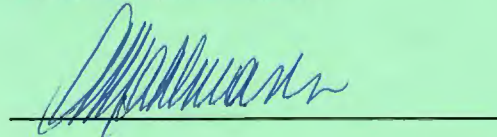
~~BARGAINING REPRESENTATIVES  
FOR THE UNION:~~

Agreed to:

On behalf of BCIT

A large, stylized black ink signature is written over a horizontal line.

On behalf of the BCGEU

A blue ink signature is written over a horizontal line.