

**COLLECTIVE AGREEMENT**

**between the**

**B.C. INSTITUTE OF TECHNOLOGY**

**and the**

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

**Effective April 1, 2001 to March 31, 2004**

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**DEFINITIONS**

For the purpose of this Agreement:

- (1) *"bargaining unit"* is the unit for collective bargaining for which the B.C. Government and Service Employees' Union is certified and includes: All Vocational Instructors and those Employees engaged in vocational-related activities, including research, coordination and development, except those Employees within the Bargaining Units for which the BCIT Faculty and Staff Association or the BCGEU Support Staff are certified, and except those Employees specifically excluded by Statute, employed by the B.C. Institute of Technology.
- (2) *"continuous employment and continuous service"* means uninterrupted employment with the Amalgamated British Columbia Institute of Technology and includes continuous service as at March 31, 1986 with the Public Service and the Pacific Vocational Institute.
- (3) *"day of rest"* in relation to an Employee, means a day other than a holiday on which an Employee is not ordinarily required to perform the duties of his/her position. This does not include Employees on leave of absence;
- (4) *"demotion"* means a change from an Employee's position to one with a lower maximum salary;
- (5) There shall be two categories of Employee covered by the terms of this Agreement: *"Regular"* and *"Temporary"* Employees; *"Employee"* means a member of the Bargaining Unit and includes:
  - (a) A *"Regular Employee"* means an Employee who is employed for work which is of a continuous full-time nature or an Employee whose initial or subsequent appointment is four and one-half (4½) calendar months (97.875 days) or more or who becomes a Regular Employee pursuant to 31.1(b) and does not include:
    - (i) a temporary;
    - (ii) a person excluded by Section 1 of the Labour Code of British Columbia;
    - (iii) a person excluded pursuant to Article 2.1 of the Agreement.
  - (b) *"Temporary Employee"* means an Employee appointed pursuant to Article 31 for a period less than four and one-half (4½) calendar months (97.875 days) and who does not meet the terms specified in Article 31.1(b).
- (6) *"Employer"* means the British Columbia Institute of Technology (BCIT);
- (7) *"field status"* Employees who are normally required to work away from their point of assembly and who, on a day-to-day basis, do not work in an office, institution, plant, or other similar fixed location which is their normal point of assembly.
- (8) *"headquarters or geographic location"* is that area within a radius of twenty (20) miles of where an Employee ordinarily performs his/her duties. Within the Greater Vancouver Regional District geographic location for transfer purposes is that area within a radius of ten (10) miles of where an Employee ordinarily performs his/her duties. When Employees are transferred the headquarters area may be redefined where exceptional circumstances such as unusual road conditions exist.
- (9) *"holiday"* means the twenty-four (24) hour period commencing at 0001 hours of a day designated as a paid holiday in this Agreement.
- (10) *"hours of operation"* are the hours established by the Employer to provide adequate service to

the public and to fulfil the functions of the work unit.

(11) *"hours travelled"* means hours spent travelling from point to point on an hourly or daily basis laid down by the Employer and does not include meal breaks and lodging time, or time spent other than travelling.

(12) *"lateral transfer"* refers to the movement of an Employee from one position to another which does not constitute a demotion or promotion.

(13) *"layoff"* is a cessation of employment as a result of a reduction of the amount of work required to be done by the Employer and where, should work become available, Employees will be recalled in accordance with Article 12 or Article 31 of this Agreement.

(14) *"leave of absence with pay"* means to be absent from duty with permission and with pay. *"Leave of absence without pay"* means to be absent from duty with permission but without pay.

(15) *"pay"* means rate of compensation for the job.

(16) *"probation"* means that period of probation which is the six (6) calendar months following appointment or promotion during which the Employer may reject for just cause a person appointed or promoted to such position or which the Employer may extend for a further period not exceeding six (6) calendar months under similar conditions, and the Union shall be so advised; and upon the successful completion of which, the person shall be confirmed.

(17) *"promotion"* means a change from an Employee's position to one with a higher maximum salary level.

(18) *"resignation"* means a voluntary notice by the Employee that he/she is terminating his/her service on the date specified.

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

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

(19) *"rest period"* is a paid interval which is included in the workday and is intended to give the Employee an opportunity to have refreshments or a rest.

(20) *"seasonal field Employees"* are those Employees who occupy positions which permit them to be normally domiciled at their permanent headquarters but who are assigned field duties on a seasonal basis, returning to their permanent headquarters when not working in the field.

(21) *"shift schedule"* is the pattern of work hours established through negotiations to meet the hours of operation.

(22) *"termination"* is the separation of an Employee from the Employer for cause pursuant to Articles 10, 11, and 31, of this Agreement.

(23) *"transfer"* refers to the movement of an Employee from one geographic location to another.

(24) *"travel status"* with respect to an Employee means absence of the Employee from his/her headquarters or geographic location on the Employer's business with the approval of the Employer, but travel status does not apply to Employees temporarily assigned to a position outside of their headquarters or geographic location or to field status Employees.

(25) *"Union"* means the B.C. Government and Service Employees' Union.

(26) *"workday"* is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only the time worked prior to but adjoining to a shift, shall be deemed as time worked after a shift.

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

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

### 1.2 Future Legislation

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

### 1.3 Conflict with Regulations

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

### 1.4 Notice of Legislative Change

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

### 1.5 Use of Singular Terms

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

### 1.6 Human Rights Code

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

### 1.7 Harassment and Discrimination

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

- (d) The Employer undertakes to discipline an Employee who engages in conduct contrary to the provisions of the Harassment and Discrimination Policy.
- (e) Notwithstanding Clause 16 of the *"Harassment and Discrimination Policy and Procedures"*, it shall form part of the Collective Agreement and remain in effect for the duration of this Collective Agreement.
- (f) Copies of the Harassment and Discrimination Policy and Procedures will be available to Employees on request at the offices of the Deans and Associate Deans.

## **1.8 Management Rights**

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

## **ARTICLE 2 - UNION RECOGNITION AND RIGHTS**

### **2.1 Bargaining Unit Defined**

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

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

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

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

### **2.2 Bargaining Agent or Recognition**

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

### **2.3 Correspondence**

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

The Employer agrees that a copy of any correspondence between the Employer and any Employee in the

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

Bargaining Unit covered by this Agreement pertaining to the interpretation or application of any clause in this Agreement as it applies to that Employee, shall be forwarded to the President of the Union or his/her designate, and to the Chairperson of the Bargaining Unit.

#### **2.4 No Other Agreement**

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

#### **2.5 No Discrimination for Union Activity**

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

#### **2.6 Recognition and Rights of Stewards**

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

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

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

The duties of stewards shall include:

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

#### **2.7 Bulletin Boards**

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

#### **2.8 Union Insignia**

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

designation shall be placed below the signatory initials on typewritten correspondence.

## 2.9 Right to Refuse to Cross Picket Lines

(a) All Employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the Labour Code of British Columbia. Any Employee failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

(b) No Employee covered by this Agreement shall be required to handle any product declared by the B.C. Federation of Labour to be a "hot product".

## 2.10 Time Off for Union Business

(a) *Without pay* - Leave of absence without pay and without loss of seniority will be granted:

(1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;

(2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;

(3) for four (4) Employees who are representatives of the Union on the Bargaining Committee to attend meetings of the Bargaining Committee;

(4) to Employees called by the Union to appear as witnesses before an Arbitration Board or the Labour Relations Board of B.C.;

(b) *With pay* - Leave of absence with basic pay, and without loss of seniority will be granted:

(1) for four (4) Employees who are appointed members of the Union's Bargaining Committee to carry on the negotiations with the Employer;

(2) to Employees appointed by the Union as Union representatives to joint Union/Management Committees as specified in this Agreement to attend meetings of the Committees;

(3) to Employees designated to sit as an observer on a Selection Panel in accordance with Article 11.3.

(c) Where an Employee has his/her days of annual leave displaced for reasons contained in Article 2.10(a)(3) (4) and 2.10(b)(1) (2), those days shall be rescheduled at a later date by mutual agreement between the Employer and the Employee. Where rescheduling is not possible within the calendar year, a carryover of five (5) displaced days shall be granted by the Employer in addition to the entitlement in Article 17.8. The balance of displaced leave shall be paid out or may be carried over by mutual agreement.

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



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

## **2.11 Emergency Services**

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

### **ARTICLE 3 - UNION SECURITY**

- (a) All Employees in the Bargaining Unit who, on March 8, 1974, were 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 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 Code of British Columbia).
- (c) Nothing in this Agreement shall be construed as requiring a person who was an Employee prior to March 8, 1974, to become a member of the Union.

### **ARTICLE 4 - CHECK-OFF OF UNION DUES**

- (a) The Employer shall, as a condition of employment, deduct from the monthly wages or salary of each Employee in the Bargaining Unit, whether or not the Employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from any Employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the Employee to the Union.
- (c) Deductions shall be made in each payroll period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide a list of names of those Employees from whose salaries such deductions have been made together with the amount deducted from each Employee.
- (e) Before the Employer is obliged to deduct any amount under Section (a) of this article, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (f) From the date of the signing of this Agreement and for its duration, no Employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the Employees in the Bargaining Unit.

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

(h) An Employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an Employee's monthly wages or salary the amount of the regular dues payable to the Union by a member of the Union.

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

(a) The Employer agrees to acquaint new Employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new Employee shall be advised of the name and location of his/her steward. Whenever the steward is employed in the same work area as the new Employee, the Employee's immediate supervisor will introduce him/her to his/her steward. Where operational requirements permit, the Employer agrees that a Union steward will be given an opportunity to interview each new Employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new Employee with the benefits and duties of Union membership and the Employee's responsibilities and obligations to the Employer and the Union.

(b) In order to facilitate the administration of this section, the Chairperson of the Bargaining Unit shall be notified in writing by the Employer of the hiring of all new Employees within five (5) days of their appointment.

#### **ARTICLE 6 - EMPLOYER-UNION RELATIONS**

##### **6.1 Representation**

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

##### **6.2 Union Representatives**

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

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

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

The Employer recognizes that in some circumstances it is difficult for the President or his/her Union representative to meet with Employees outside of normal working hours. In such cases, the President or his/her designate shall submit a request in writing to the Employer to meet with Employees during working

hours in their normal place of work. Subject to operational requirements, the Employer shall grant permission for such a meeting not to exceed one hour's (1) duration. Attendance at such meetings shall be considered time worked.

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

### **6.3 Technical Information**

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

### **6.4 Policy Meetings**

The Employer and the Union recognize the importance and necessity of the principals of the Parties to this Agreement meeting regularly to discuss problems which may arise from time to time.

## **ARTICLE 7 - GRIEVANCES**

### **7.1 Grievance Procedure**

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

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

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

### **7.2 Step 1**

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

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

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

### **7.3 Time Limit to Present Initial Grievance**

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

- (a) on which he/she was notified orally or in writing, of the action or circumstances giving rise to

the grievance;

(b) on which he/she first became aware of the action or circumstances giving rise to the grievance.

#### **7.4 Step 2**

(a) Subject to the time limits in 7.3, the Employee may present a grievance at this level by:

(1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;

(2) stating the article or articles of the Agreement infringed upon or alleged to have been violated, and the remedy or correction required; and

(3) transmitting this grievance to the designated excluded supervisor through the Union steward.

(b) The designated excluded supervisor shall:

(1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and

(2) provide the Employee with a receipt stating the date on which the grievance was received.

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

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

#### **7.6 Step 3**

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

(a) Within fourteen (14) days after the decision has been conveyed to him/her by the representative designated by the Employer to handle grievances at Step 2;

(b) Within fourteen (14) days after the Employer's reply was due.

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

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

#### **7.8 Failure to Act**

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

### 7.9 Time Limit to Submit to Arbitration

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

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

### 7.10 Administrative Provisions

- (a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by registered mail.
- (b) Grievances, replies and notification shall be deemed to be presented on the day on which they are registered, and received on the day they were delivered to the appropriate office of the Employer or the Union.
- (c) In the event of a dispute, strike, lockout or other work stoppage in the Canada Post Office, within British Columbia, this section shall not apply.

### 7.11 Expedited Arbitration

- (a) *Dismissal or Suspension Grievances*
  - (1) The Employer shall notify an Employee in writing of its decision to suspend, or discharge the Employee and shall in the notice indicate the reasons for the action.
  - (2) A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union within five (5) days of the action being taken.
  - (3) The Employee, within five (5) working days of receiving the notice, may file a grievance regarding the Employer's action.
  - (4) The grievance shall be heard by an arbitration board (or a single arbitrator if mutually agreed) within ten (10) working days of filing. The Chairperson (or single arbitrator) shall be selected from a mutually agreed list on the basis of the person who is available to hear the case within ten (10) days.
  - (5) The Parties may each name a nominee to the board, but the nominees must be available on the date acceptable to the Chairperson.
  - (6) The arbitration board shall announce its decision orally or by letter within ten (10) working days of the hearing, with written reasons to follow.
- (b) *Layoff/Recall, 13.3(f) and (h) Annual Leave, and Schedule "E", Part II*

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

- (1) The Employee who wishes to file a grievance pursuant to 7.11(b), must do so no later than five (5) working days after the date,

- (i) on which he/she was notified orally or in writing of the action or circumstances giving rise to the grievance; or
  - (ii) on which he/she first became aware of the action or circumstances giving rise to the grievance.
- (2) The grievance shall be heard by an arbitration board (or a single arbitrator if mutually agreed) within ten (10) working days of filing. The Chairperson (or single arbitrator) shall be selected from a mutually agreed list on the basis of the person who is available to hear the case within ten (10) days. If the grievance is not referred to arbitration within four (4) months of date of filing under this Article, Article 7.8 will apply.
- (3) The Parties may each name a nominee to the board, but the nominees must be available on the date acceptable to the Chairperson.
- (4) The arbitration board shall announce its decision orally or by letter within ten (10) working days of the hearing, with written reasons to follow.

#### **7.12 Deviation from Grievance Procedure**

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

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

#### **7.13 Policy Grievance**

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

#### **7.14 Technical Objections to Grievances**

It is the intent of both Parties to this Agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end an arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

#### **7.15 Effective Date of Settlements**

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

### **7.16 Amending of Time Limits**

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

## **ARTICLE 8 - ARBITRATION**

### **8.1 Notification**

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

### **8.2 Composition of the Board of Arbitration**

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

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

### **8.3 Failure to Appoint**

If the recipient of the notice fails to appoint an arbitrator, or the two appointees fail to agree upon a chairperson within seven (7) days of their appointment, the appointment shall be made pursuant to Section 95 of the Labour Code.

### **8.4 Board Procedure**

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

### **8.5 Decision of Board**

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

### **8.6 Disagreement on Decision**

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

### **8.7 Expenses of Arbitration Board**

Each Party shall pay:

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

### **8.8 Amending Time Limits**

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

### **8.9 Alternate Grievance Resolution Procedure**

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

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

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

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

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

### **8.10 Fast Track Arbitration**

The Parties agree to the following fast track arbitration process for those grievances filed after the date of ratification of the Agreement:

- (a) The Parties shall meet every four (4) months or as often as required to review all outstanding grievances to determine by mutual agreement those grievances suitable for this process, and shall set



dates for hearings of groups of grievances considered suitable for fast track arbitration.

(b) All grievances shall be considered suitable for and resolved by fast track arbitration except grievances in the nature of:

- (1) dismissal;
- (2) suspension in excess of twenty (20) workdays;
- (3) policy grievances;
- (4) grievances requiring substantial interpretation of a provision of the Collective Agreement;
- (5) grievances requiring presentation of extrinsic evidence;
- (6) rejection on probation;
- (7) grievances where a Party intends to raise a preliminary objection;
- (8) demotions.

By mutual agreement, a grievance falling into any of these categories may be placed into the fast track arbitration process.

(c) The Parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.

(d) The arbitrator shall hear the grievance and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.

(e) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the Parties in respect of any other matter.

(f) All settlements of fast track arbitration cases prior to hearing shall be without prejudice.

(g) A grievance determined by either Party to fall within one of the categories listed in (b) above may be removed from the fast track arbitration process at anytime prior to hearing and forwarded to a regular arbitration hearing pursuant to Article 7.11(a) and (b) or Article 8.1. However, every effort will be made by the Party removing the grievance from the fast track arbitration to provide at least two (2) weeks' notice prior to the date set for the hearing of its intent to remove a grievance from the cases scheduled for hearing.

(h) The Parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.

## ARTICLE 9 - DISMISSAL, SUSPENSION AND DISCIPLINE

### 9.1 Burden of Proof

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

### 9.2 Dismissal

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

### **9.3 Suspension**

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

### **9.4 Dismissal and Suspension Grievance**

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

### **9.5 Right to Grieve Other Disciplinary Action**

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

### **9.6 Evaluation Reports**

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

### **9.7 Personnel Files**

- (a) Every Employee has the right of access to his/her personnel record kept in the Human Resources Office during normal working hours.
- (b) The President of the Union, or his/her designate, shall, with the written authority of an Employee, be entitled to review an Employee's personnel file in the office in which the file is normally kept, in order to facilitate the investigation of a grievance.

(c) The Employee or the President of the Union or his/her designate as the case may be, shall give the Employer adequate notice prior to having access to such files. Files will be reviewed in the presence of a Personnel Officer or an appropriate designate.

### **9.8 Right to Have a Steward Present**

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

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

### **9.9 Rejection During Probation**

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

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

### **9.10 Abandonment of Position**

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

## **ARTICLE 10 - SENIORITY**

### **10.1 Seniority Defined**

For the purpose of this Agreement:

(a) "*Service seniority*" shall mean the length of continuous service as a regular Employee of the Institute. 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.

(b) "*Classification seniority*" for a regular Employee shall be from that date upon which an Employee is last appointed to his/her present classification with the status of a regular Employee.

(c) Notwithstanding the provisions of 10.1(b), a regular Employee who is demoted shall have time previously spent at the level to which he/she is demoted included in his/her classification seniority, other than cases where an Employee takes a voluntary demotion in accordance with Article 11.5 or 11.6 of this Agreement or is demoted through no fault of his/her own. In the latter cases, the Employee shall have classification seniority equivalent to all time previously spent at the level to which he/she is demoted, together with all time spent in any higher classification within the same classification series or related series.

(d) The seniority of Employees formerly defined as auxiliary who became "*regular*" Employees of the Institute as of January 16, 1980, will have auxiliary seniority credited on an accrued basis to establish their seniority.

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

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

## **10.2 Seniority List**

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

## **10.3 Loss of Seniority**

A regular Employee on leave of absence without pay, other than: leave of absence for an elected or appointed position in the Union; or on maternity, adoption and parental leave pursuant to Article 20; or on educational leave pursuant to Article 13.19 or Article 13.22; shall not accrue seniority for leave periods over thirty (30) calendar days.

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

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

An Employee shall lose his/her seniority as a regular Employee in the event that:

- (a) he/she is discharged for just cause;
- (b) subject to 10.4, he/she voluntarily terminates his/her employment or abandons his/her position;
- (c) he/she is on layoff for more than one (1) year.

## **10.4 Re-employment**

A regular Employee who resigns his/her position and within sixty (60) days is re-employed as a regular Employee shall be granted a leave of absence without pay covering those days absent and shall retain, effective the date of re-employment, all provisions and rights in relation to seniority and other fringe

benefits, provided he/she has not withdrawn his/her superannuation contributions.

### **10.5 Bridging of Service**

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

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

### **10.6 Seniority Tie Breaker**

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

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

## **ARTICLE 11 - PROMOTIONS, STAFF CHANGES AND POSTINGS**

### **11.1 Appointment Policy**

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

### **11.2 Postings**

- (a) When a regular vacancy occurs which the Employer intends to fill, or a new position is created within the Bargaining Unit the Employer shall notify the Union in writing and post notice of the position on each appropriate notice board throughout the Institute for a minimum of 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.

(c) Such notice shall contain the following information: nature of position, qualifications, experience, required knowledge and education, skills, shifts, wage or salary rate or range.

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

### **11.3 Union Observer**

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

### **11.4 Notification**

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

### **11.5 Relocations**

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

### **11.6 Transfers Without Posting**

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

(a) Compassionate or medical grounds to regular Employees who have completed their probationary period;

(b) All Employees who have become incapacitated by industrial injury or industrial illness. In such cases, the Screening Committee outlined in 11.11 shall consider any applications or requests presented to the Committee. Each request for special consideration shall be judged solely on its merit.

### **11.7 Interview Expenses**

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

### **11.8 Right to Appeal**

Where an Employee feels he/she has been aggrieved by any decision of the Employer relating to promotion, demotion or transfer, the Employee may file a grievance in accordance with the grievance

procedure as set out in Article 7 of this Agreement. Notwithstanding Article 7 of this Agreement, such a grievance shall be initiated at the third step of the grievance procedure within fourteen (14) days of the notification of the promotion, demotion or transfer. Where a grievance has been filed, no permanent transfers or placements shall take place until the grievance has been adjudicated.

### **11.9 Probation**

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

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

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

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

### **11.10 Changes in Status - Probation**

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

### **11.11 Screening Committee**

(a) The Screening Committee shall review cases of regular Employees who have completed their initial probationary period, who have become incapacitated through temporary disablement or permanent partial disablement, and who as a result are precluded from performing the duties of their own occupation. The Committee shall also review cases of all Employees who have become incapacitated through industrial injury or industrial illness.

(b) Following the review of such cases, the Screening Committee, taking into account the best interests of the Employee and the Employer, shall make recommendations to the Employer in accordance with their agreed terms of reference.

(c) Where the Screening Committee is unable to decide upon recommendations for a particular case, it shall be referred to the Bargaining Principals for final disposition.

(d) The Screening Committee shall consist of a qualified medical practitioner, as chairperson and four (4) members. Two (2) members shall be appointed by the Employer and two (2) members shall be appointed by the Union.

## **ARTICLE 12 - LAYOFF**

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

## 12.2 Pre-Layoff Canvass

(a) Where the Employer identifies to the Union a need to proceed with a layoff of Employees pursuant to Article 12.1, the Employer shall, prior to issuing a layoff notice to any Employee under Article 12, canvass any Employee or group of Employees within the area identified for reduction in order to invite on a voluntary basis:

- (1) placement of an Employee(s) into a vacant position(s);
- (2) resignation of an Employee(s) with severance and other benefits as provided for in Article 12; or
- (3) where eligible, early retirement.

(b) Where an Employee(s) selects an option or accepts an offer of placement, which shall be confirmed in writing by the Employer, such acceptance is final and binding on the Employee.

(c) Responses from Employees to the Pre-Layoff Canvass will only be received by the Employer for consideration if submitted within ten (10) days of issuance of a written notice to the Employee or group of Employees within the area identified for reduction and to the Union of the Pre-Layoff Canvass.

(d) Where the number of Employees choosing to exercise their options under this provision exceeds the number of positions to be reduced, the determination shall be on the basis of seniority.

(e) Pre-Layoff canvass will apply, except under the following conditions:

- (1) Emergency Service Leave - Article 19.14 (provided the period of leave does not exceed twelve (12) months);
- (2) General Leave of Absence (provided the period of leave does not exceed twelve (12) months);
- (3) Union Leave of Absence (provided the period of leave does not exceed twelve (12) months);
- (4) Educational Leave (provided the period of leave does not exceed twelve (12) months);
- (5) Maternity/Adoption Leave;
- (6) Curriculum Development;
- (7) Annual Leave Replacement (provided the period does not exceed six (6) months).

## 12.3 Order

With a 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 specialization have the necessary skills, abilities and qualifications to fill the remaining positions.

#### 12.4 Notice of Layoff

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

#### 12.5 Regular Employees and Layoff

- (a) A regular Employee who is to be laid off shall elect:
  - (1) to displace an Employee with less service seniority in accordance with Article 12.5(b) or 12.5(c). Where an Employee elects to displace another Employee with less service seniority, he/she shall notify the Employer within ten (10) days of his/her receipt of notice of layoff; or

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

- (2) opt for early retirement and if eligible,
  - (i) receive retirement benefits provided by this Agreement under Articles 19.15 and 26.9 and;
  - (ii) receive the following Annual Leave entitlement for the final calendar years of service:

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

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

- (iii) receive severance benefit provided for in Article 12.5(a)(4).
- (iv) an Employee who elects severance pay and is subsequently re-employed, shall not be entitled to re-credit seniority for the purposes of Article 12.5.
- (3) to remain available for recall in accordance with Article 12.6 or Letter of Understanding

#2; or

- (4) to resign and receive severance pay as follows:
- (i) for the first year of completed employment; one (1) month's current salary
  - (ii) for the second year of completed employment; one (1) month's current salary
  - (iii) for each completed year thereafter; one-half (½) month's current salary.

The Employee will not receive an amount greater than six (6) months' current salary as severance pay.

- (5) If an Employee does not elect option (1) within ten (10) working days, he/she shall not be eligible to displace another Employee. An Employee shall advise the Employer within six (6) weeks of receiving notice of layoff which of options (2), (3) or (4) he/she elects.

(b) A regular Employee, subject to layoff, who has less than three (3) years' service seniority and who has the necessary skills, abilities and qualifications may fill a vacancy that is to be filled, or displace an Employee who has less service seniority, within the same 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(g) shall apply.

Displacement shall not occur if it would constitute a promotion.

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

- Stage 1) first within the same 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(g) shall apply.

Displacement shall not occur if it would constitute a promotion.

(d) If at the time of layoff, a subsequent appointment for the Employee has been approved and the accrued and unused annual leave is equal to or greater than the layoff period, the Employee may schedule his/her annual leave within the layoff period. If an appointment for a laid off Employee is subsequently approved such that the paid out, annual leave is equal to or greater than the layoff period, then the Employee's seniority will be credited for that period.

(e) Employees who displace an Employee with less seniority will be protected by Article 26.7(b). However, the Employee must accept job offers in higher rated positions in the Bargaining Unit for which he/she has the necessary skills, abilities and qualifications, or forfeit the protection of 26.7(b).

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

## 12.6 Recall

(a) An Employee on layoff shall be offered any regular vacancy or temporary vacancy in the Bargaining Unit which is to be filled within twelve (12) months of the date of layoff if the Employee has less than fifteen (15) years of seniority, eighteen (18) months if the Employee has greater than or equal to fifteen (15) years of seniority, and for which the Employee has the necessary skills, abilities and qualifications to perform the work. An Employee on layoff shall be recalled in order of service seniority. Temporary Employees shall be recalled after regular Employees.

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

(b) The Employer shall notify laid off Employees of such vacancies. It is the responsibility of the laid off Employee to ensure that the Employer is duly notified of his/her current address and telephone number.

(c) An Employee shall not accumulate seniority while on layoff.

(d) A laid off Employee who has received notice or pay in lieu of notice and is recalled for a period of three (3) months or less or for Short Term Disability relief of up to four (4) months, shall not be entitled to receive notice or pay in lieu of notice if laid off again within this period.

(e) A laid off Employee(s) who has received notice or pay in lieu of notice and is recalled and works for a period in excess of the periods defined in (d) above shall be entitled to receive notice or pay in lieu of notice in accordance with Article 12.4. Where a period of layoff between recall periods is two (2) weeks or less, the recall periods shall be considered to be one period for the purposes of 12.6(e).

(f) Regular Employees who are recalled shall accumulate regular service seniority for the period of work for which he/she has been recalled. Upon completion of regular, temporary, or CE/PTS/IS work and for the purposes of Article 10.3(c) he/she shall re-establish his/her right to a further recall period as specified in Article 12.6(a).

(g) An Employee who has received pay in lieu of notice pursuant to Article 12.4 will not be paid

for any overlap in time if he/she is recalled before the equivalent period of notice is exhausted.

## **ARTICLE 13 - HOURS OF WORK/CAREER DEVELOPMENT**

### **Preamble**

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

### **13.1 Hours of Work - Non-instructors**

The normal hours of work of non-instructional 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.

### **13.2 Work Schedules - Non-instructors**

Except as provided for in Article 13.1, changes in work schedules for non-instructional 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.

### **13.3 Hours of Work - Vocational Instructors**

(a)

(1) Vocational Instructors shall be assigned thirty (30) hours of work per week exclusive of meal breaks and rest periods. The normal workweek for Vocational Instructors shall be Monday to Friday.

(2) (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 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.

(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 program cluster, and one (1) instructor from another trade program cluster. The purpose of this Committee is to find the best qualified candidate within the program cluster. The Labour/Management Committee will define the selection process and selection criteria for Chief Instructors.

(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 programs having four (4) to eight (8) instructors a minimum of forty percent (40%) release time will be provided, and for programs having nine 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.

(iv) Chief Instructors shall be paid a stipend of one hundred and fifty dollars (\$150) per month in addition to his/her regular pay. The stipend shall be paid during the period of appointment as a Chief Instructor.

(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 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.

(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.

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 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.

(d) Function (3) through (8) time shall be scheduled by the instructor in consultation with the 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).

(e) 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 instructor, in consultation with the 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 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.

(f) Classes shall not be scheduled where unsafe conditions could result.

(g) An 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.

(h) 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 work load be such that an instructor reasonably believes it to be excessive, instructional assistance will, upon request, be provided.

#### **13.4 Operational Schedules**

(a) The Employer shall give the Union sixty (60) days' notice of changes in the hours of operation that affect the work schedules of Employees. Where circumstances beyond the Employer's control require the introduction of changes in the hours of operation with less than sixty (60) days available for notice the Employer shall give the maximum notice possible.

(b) Following the receipt of notice the Employer and the Union designated representatives shall meet to negotiate mutually agreeable work schedules.

(c) If the Parties cannot agree the matter shall be resolved through the arbitration procedure outlined in Article 8 of this Agreement.

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

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 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.

#### **13.6 Scheduling of Lieu Days/Statutory Holidays**

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

(b) When statutory or designated holidays fall within a two (2) week scheduling block, the additional hours to be worked in order to average seventy (70) hours during the two (2) week block may be carried over to the next two (2) week scheduling block, if the scheduling of those additional hours is not possible during the original two (2) week period.

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

#### **13.7 Conversion of Hours**

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

#### **13.8 Standby/Callout**

(a) The Employer will consult with the Union prior to initiating standby programs where they have not existed previously. This provision does not apply to standby situations made necessary by emergency conditions.

(b) If the Employer decides to implement standby or callout, the provisions contained in Articles 13.10, 15.9 (2nd paragraph) and 15.10 of the August 1, 1979 to July 31, 1981 Collective Agreement will apply.

### **13.9 Meal Periods**

(a) Meal periods shall be between thirty (30) and sixty (60) minutes in length and subject to mutual agreement between the Employer's and the Union's designated representatives at the local level.

(b) An Employee shall be entitled to take his/her meal period away from the work station. Where this cannot be done, the meal period shall be considered as time worked and compensated for subject to Article 15.6.

(c) Meal periods shall be scheduled as closely as possible to the middle of the workday.

### **13.10 Rest Periods**

All Employees shall have two (2) fifteen (15) minute rest periods in each work period in excess of six (6) hours, one (1) rest period to be granted before and one (1) after the meal period. Employees working a shift of three and one-half (3½) hours, but not more than six (6) hours, shall receive one (1) rest period during such a shift. Rest periods shall not begin until one (1) hour after the commencement of work or not later than one (1) hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the Employee.

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

(a) Every Employee covered by this Agreement shall be assigned a designated headquarters. When temporarily assigned another work location, time spent in travel from the Employee's residence to the new work location in excess of time normally spent in travel from the Employee's residence to his/her designated headquarters shall be considered time worked.

(b) When Employees are required to report to a central location in order to be assigned their work location, their workday shall commence from the time they are required to report for assignment.

(c) Where a work unit is staffed by Employees who are covered under more than one (1) Agreement and where there is a work dependency between such Employees, the start time shall be established for the members having the largest representation in the work unit.

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

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

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



## EMPLOYEE TRAINING AND DEVELOPMENT

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

### 13.13 Orientation

All newly employed 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.

### 13.14 A Procedure for Obtaining the Instructor Diploma

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

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

(b) The Institute shall encourage enrolment of regular Employees in the Ministry's Instructor Diploma Program in the first year of employment as a regular Employee by providing with the letter of appointment the necessary program and counselling information.

(c) The Office of the Dean of the School shall monitor the progress of regular Employees once they are enrolled in the Ministry's Instructor Diploma Program. The Employee shall notify the appropriate Associate Dean of their enrolment in the Instructional Diploma Program.

(d) The Employee shall provide written notification of his/her completion of the Instructor Diploma Program to the Director of Human Resources or his/her designate, for inclusion in the Employee's personnel file.

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

(e) The Director of Human Resources or his/her designate shall process the notification of the Employee's completion of the Ministry's Instructor Diploma Program in order to ensure the application and compliance with Article 26 and Memorandum of Understanding #2 of the Collective Agreement.

(f) Where a regular Employee considers that he/she has an equivalency of the Instructor Diploma,

he/she will, in a timely manner, submit certification(s), transcript(s), proof of competency, or other credentials, as an Industrial Trainer, Vocational Instructor, or equivalency to the Instructor Diploma Program, to the appropriate branch of the Ministry of Advanced Education, Training and Technology, for adjudication and determination as to whether those credentials are equivalent to the Instructor Diploma. If the Ministry has made the determination of equivalency, the Employee shall provide confirming documents to the Director of Human Resources 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 Instructor Diploma.

(g) The Labour/Management Committee shall review and monitor the application of this procedure so that Employees can be assisted in the completion of the requirements of the Instructor Diploma Program in a timely manner.

### **13.15 Equipment Demonstrations**

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

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

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

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

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

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

(b) Where an Employee submits certification(s) for non-designated trades and other occupations which require verification of equivalency, the Employee will submit the certification(s) to the appropriate recognized authority for adjudication and determination of equivalency.

(c) Where a Regular Employee considers he/she has the equivalency of an Instructor Diploma, he/she will, in a timely manner, submit certification(s), transcript(s), proof of competency, or other credentials, as an Industrial Trainer, Vocational Instructor, or equivalency to the Instructor Diploma Program, to the appropriate branch of the Ministry of Advanced Education, Training and Technology, for adjudication and determination as to whether those credentials are equivalent to the 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 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)).

### **13.17 Instructor's Diploma**

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

### **13.18 Skills Upgrading Fund**

There shall be established at the start of each fiscal year a Skills Upgrading Fund equivalent to four hundred dollars (\$400) per Employee which shall be pooled and administered by the Career Development Committee established pursuant to Article 13.19 (formerly 19.8).

The pooled amount of the Skills Upgrading Fund shall be segregated from the Career Development Fund for the first nine (9) months of each fiscal year. On the first day of the tenth month, the remaining portion of the Fund that has been unused shall become part of the Career Development Fund and subject to Article 13.19. The Dean of School shall maintain a record of the Skills Upgrading Fund and disbursement from those funds. The Career Development Committee shall receive and review the allocation and utilization of the Skills Upgrading Fund on a quarterly basis.

The intent of the Fund is that it be used by Employees in the program cluster areas to upgrade their technical or instructional skills. These activities could include specific trade-related activities in which one or more Employees could be involved, programs periodically put on by industry related to a program cluster area, or instructional skills upgrading activities conducted by BCIT or recognized external agencies.

These types of skills upgrading activities may be from one (1) day to three (3) weeks in duration.

Employees shall submit an application form to the Career Development Committee through the Dean of School at least four (4) weeks in advance of the occurrence of the skills upgrading activity. All pertinent information regarding the skills upgrading activity shall be contained in the application form to enable the Career Development Committee to make its decision on the application for Skills Upgrading Funding by the Employee(s).

When the Career Development Committee has made the decision regarding the application by an Employee(s), the Dean of School shall make all necessary arrangements and disbursements.

An Employee may be required to submit a written report to the Chief Instructor and Associate Dean upon completion of the training activity.

### **13.19 Educational Leave (Regular Employees)**

The Employer supports the concept of leave for the purposes of advanced or special training which will be of benefit to the Employee or the Employer, and in certain cases for programs of independent study and/or research where criteria for evaluating the Employee's performance on such leave can be established.

Educational leave granted by the Employer to regular Employees requesting such leave shall be in

accordance with the following provisions:

- (a) (1) The duration of educational leave granted to regular Employees to take advanced or special training which will be of benefit to the Employee or the Employer may be for varying periods from two (2) weeks up to one (1) year, which may be renewed by mutual agreement.
- (2) In certain cases, educational leave may be approved for programs of independent study and/or research when the 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.
- (3) Applications for educational leave of three (3) weeks or more in duration shall be submitted by the Employee at least five (5) months prior to the starting date requested **for the** leave (except in emergency situations).

The Employee's Manager, within two (2) weeks of receipt of the application, shall forward it with comments to the Career Development Committee for review and recommendation.

(4) The Career Development Committee shall be composed of three (3) Employees selected by the Employees and three (3) persons selected by the Employer.

(5) Within one (1) month of the date of the submission to the Committee, the application together with the Committee's recommendation shall be forwarded to the Institute President for decision.

(6) The applicant shall be advised of the Institute President's decision within two (2) months from the date of the original application. If the application is denied, the applicant shall be given the reasons in writing.

(7) If an Employee wishes to grieve the Employer's decision, the grievance shall commence at Step 3 of the grievance procedure.

(8) Educational leave for three (3) weeks or longer shall be with up to one hundred percent (100%) of pay, and normally such leave will be granted with sixty (60) percent of pay.

(9) An Employee granted such leave shall be required to sign a statement to the effect that he/she undertakes to remain in the service of the Employer for a period equivalent to 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 before the period expires, the Employee shall refund to the Employer, on a pro-rata basis, the amount paid to the Employee including expenses, during the leave.

(10) Termination of employment by the Employee, or by the Employer for just and reasonable cause nullifies any obligation by the Employer under this Article.

(11) For information purposes, the Employer agrees to supply the Career Development Committee with the budgeting allotment for education and skill upgrading, for the ensuing year as soon as available after its approval.

(12) Subject to operational requirements and budgetary considerations, educational leave will be granted to the maximum number of Employees who make application.

(13) Termination of employment by the Employee or by the Employer for just cause will

nullify any obligation of assistance by the Employer under this Article.

(14) 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.

(15) In the event that an individual receives outside support, such as a scholarship, fellowship or bursary, the total of outside support plus salary support shall not exceed the individual's basic salary for the period of study 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.

(b) The Career Development Committee shall provide the Employer with criteria for the evaluation of applications for educational leave and the amount of basic salary and allowances. The Career Development Committee may also establish subcommittees on education and training. These subcommittees will be responsible for making recommendations to the Career Development Committee regarding in-service training needs and programs and training assistance.

(See Article 10.3, Loss of Seniority)

### **13.20 Fee Waiver for BCIT Courses**

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

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

(See Article 10.3, Loss of Seniority)

### **13.21 Leave for Writing Examinations**

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

### **13.22 Leave for Taking Courses**

(a) An Employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course-required books, necessary travelling and subsistence expenses, and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.

(b) A regular Employee may be granted leave without pay, or leave with partial pay, to take courses in which the Employee wishes to enrol.

(See Article 10.3, Loss of Seniority)

### **13.23 Upgrading Qualifications**

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

### **13.24 Examinations of Qualifications**

Employees shall be permitted to write any in-service examinations required by the Employer upon completion of the necessary terms of service and/or upon completion of the required in-service training program. Employees who fail to successfully complete any in-service examinations shall, upon request, receive a copy of their examination paper and shall be eligible to be re-examined at the first available opportunity after completion of a further six (6) months' service.

### **13.25 Preparation for Examination**

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

### **13.26 Exchange Programs**

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

### **13.27 Employee Development**

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

- (a) The Parties shall agree on the contents of a student questionnaire, which shall be used to seek information necessary to enhance instructional delivery.
- (b) The Parties agree that the student questionnaires shall be distributed regularly by the Instructor responsible for each course.
- (c) The Parties agree that student questionnaire results shall be returned to the Employee, the Employee's Chief Instructor and the Associate Dean.
- (d) Where, on the basis of these results the need for delivery enhancement is identified, the Employee and his Chief Instructor and/or Associate Dean shall meet to develop strategies aimed at enhancing instructional delivery. The Employer agrees to provide resources and release time to Employees pursuant to the provisions of the Collective Agreement to assist Employees in the implementation of these strategies.
- (e) Employees may, on their request, invite a Union steward to attend meetings held pursuant to Section (d).
- (f) Meetings conducted pursuant to Section (d) shall occur no more than two (2) times per calendar year.
- (g) The Employer agrees that completed student questionnaires shall be returned to Employees following the conclusion of meetings held pursuant to Section (d). The Employer further agrees that completed student questionnaires, in whole or in part, shall not be placed on 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 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.

(h) The Parties recognize the importance of having Managers and Chief Instructors understand the spirit and intent of this provision of the Collective Agreement. Accordingly, within sixty (60) days of the ratification of the Agreement, the Bargaining Committees shall convene a meeting with Managers and Chief Instructors to review the operation of this new provision of the Agreement. The Labour/Management Committee shall thereafter convene an annual meeting of Managers and Chief Instructors to review whether the administration of this provision has been consistent with its spirit and intent.

### **13.28 Personal Development Fund**

- (a) The Parties agree to establish a Personal Development Committee comprised of an equal number of representatives from the Union and the Employer.
- (b) The Employer agrees that effective November 1, 1997 and every year thereafter, it shall provide funding to the Personal Development Committee in an amount equal to one percent (1%) of basic pay for each Employee in the Bargaining Unit.
- (c) It is agreed that maintenance of currency of subject knowledge, improvement of performance of duties and maintenance and improvement of Employee competence are the primary purpose of these funds.
- (d) The Personal Development Committee shall meet to determine how to allocate these funds in a manner that best achieves the purpose stated in (c) above.

### **13.29 Personal Research**

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

### **13.30 Copyrights**

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

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

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

## **ARTICLE 14 - SHIFT WORK**

### 14.1 Definition of Shift for Shift Premium

(a) *Identification of Shifts*

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

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

(b) *Shift premium*

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

### 14.2 Shift Premium Applied to Overtime Hours

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

### 14.3 Scheduling - Instructional Staff

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

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

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

While in normal circumstances, problems relating to such matters will be dealt with at the 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.

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

- (b) (1) Employees on shifts shall be rotated to ensure equitable working conditions. Regular Employees hired to work first shifts only will not be required to rotate shifts unless it is necessary to maintain a program.
- (2) Employees hired prior to December 31, 1975 shall be deemed to be first shift Employees. First shift Employees will work afternoon or night shift when shiftable Employees are unavailable to perform the work.
- (c) Regular class schedules outside of those set down in (a) above may be varied by mutual agreement between the Employer and the Union. Notice of intent to vary these schedules shall be



sent to the President of the Union.

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

#### **14.4 Notice of Work Schedules**

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

(a) In the event that the work schedules or shift for a regular Employee or a temporary Employee working a schedule shift roster is changed without forty-eight (48) hours' advance notice and such change is the result of the actions of another Employee covered by this Agreement utilizing the benefits provided for by the provisions of this Agreement, the Employee will receive a premium of sixty cents (60¢) per hour in addition to his/her regular pay, for work performed on the first shift to which he/she changed.

(b) In the event that either an Employee's (other than a Chief Instructor's) instructional work assignment (as defined in functions one and two of Article 13.3(c)) is changed significantly or an Employee's schedule or shift is changed, and any of the foregoing without five (5) days' advance notice, and the change results from causes other than defined in (a) above, the Employee shall receive a premium at the applicable overtime rate for work performed on the first shift to which he/she changed, except that if the change results from no fault of the Employer he/she shall not receive a premium at overtime rates but shall receive the premium defined under (a) above.

#### **14.5 Short Change-over Premium**

(a) If shifts are scheduled so that there are not twenty-four (24) hours between the start of an Employee's shift and the start of his/her next shift, a premium calculated at the overtime rates will be paid for hours worked on the succeeding shift within the twenty-four (24) hour period.

(b) Where an Employee exercises seniority rights to work shifts, one of which falls within the twenty-four (24) hour period from the start of the previous shift, the Employee shall not be entitled to claim the premium rate referred to in paragraph (a).

#### **14.6 Exchange of Shifts**

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

#### **14.7 Shortfall of Annual Working Hours**

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

#### **14.8 Split Shifts**

There shall be no split shifts scheduled except by mutual agreement between the Employer and the Union. (For Vocational Instructors there shall be no split shifts.)

### **ARTICLE 15 - OVERTIME**

### 15.1 Definitions

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

### 15.2 Authorization and Application of Overtime

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

### 15.3 Overtime Entitlement

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

### 15.4 Recording of Overtime

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

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

### 15.5 Sharing of Overtime

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

## 15.6 Overtime Compensation

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

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

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

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

(b) An Employee who works on a designated holiday which is not a scheduled workday shall be considered to have worked overtime and shall receive his/her regular day's pay, and shall receive additional compensation at the rate of double time for all hours worked; except for Christmas and New Year's when the additional compensation shall be at the rate of double time and one-half (2½) for all hours worked.

(c) An Employee on travel status who is required to travel on the Employer's business outside his/her regular working hours shall be compensated at the applicable overtime rates for all hours travelled. The Employer may determine the means of such travel.

(d) Upon written request an Employee may receive notification in writing of any accumulated compensatory time off as of February 15th of each year.

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

## 15.7 Overtime Meal Allowance

(a) When an Employee is required to work a minimum of two and one-half (2½) hours' overtime immediately before or after completion of his/her scheduled daily hours, he/she shall be provided with a meal or shall be reimbursed in the amount of nine dollars (\$9). A meal break of one-half (½) hour with pay will be given.

(b) If the Employee continues to work overtime beyond three (3) hours, a further meal or allowance and meal break as above shall be provided upon completion of an additional four (4) hours worked, and upon the completion of every three (3) hours worked thereafter.

(c) When an Employee is not on stand-by and is called out for overtime prior to his/her scheduled shift and it was not possible to give sufficient notice<sup>\*2</sup> to permit preparation of the meal normally taken to work, the Employer shall provide the meal or pay the overtime meal allowance.

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

(d) In the case of an Employee called out on overtime to work on a rest day, this section will apply only to hours worked outside his/her regular shift times for a normal workday.

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

### **15.8 No Layoff to Compensate for Overtime**

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

### **15.9 Right to Refuse Overtime**

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

### **15.10 Overtime Which Does Not Affect the Succeeding Shift**

(a) When overtime is worked, there shall be an elapsed time of eight (8) hours between the end of the overtime and the time the Employee reports for duty on the next regular shift, with no shortfall out of his/her regular shift.

(b) If the elapsed eight (8) hour period following results in only two (2) hours or less of their regular shift available for work, Employees shall not be required to report for work on that shift, with no shortfall.

### **15.11 Rest Interval After Overtime**

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

## **ARTICLE 16 - PAID HOLIDAYS**

### **16.1 Paid Holidays**

The following have been designated as paid holidays:

New Year's Eve Day	Labour Day
New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Eve Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia 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 also be a paid holiday.

**16.2 Holidays Falling on Saturday or Sunday**

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

**16.3 Holiday Falling on a Day of Rest**

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

**16.4 Holiday Falling on a Scheduled Workday**

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

**16.5 Holiday Coinciding with a Day of Annual Leave**

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

**16.6 Paid Holiday Pay**

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

**16.7 Temporary Employees**

- (a) Temporary Employees who work the day before and the day after a paid holiday or who have worked fifteen (15) of the previous thirty (30) days, shall be compensated for the holiday.

This section shall not apply to Employees who have been terminated and are not on layoff status.

- (b) A temporary Employee who is qualified in (a) to receive compensation for the holiday and who is required to work on that day shall be compensated at the same rate as a regular Employee in the same situation.

**ARTICLE 17 - ANNUAL LEAVE****17.1 Purpose**

- (a) Annual leave is to be used for annual vacation, industry and inter-institutional liaison and career development.
- (b) **Instructor Diploma**
  - (1) in the case of an instructor who does not hold an 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 Instructor's Diploma shall be conducted under the supervision of the appropriate institution or agency. Courses leading to the 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 Instructor Diploma Program.
  - (4) an Employee involved in liaison or career development, if approved in advance, may be reimbursed for any and all necessary expenses incurred.

## 17.2 Entitlement (effective January 1, 1980)

Annual leave entitlement is:

- (a) *For an instructor* - Forty-six (46) days per calendar year, earned on the basis of 35/6 working days per calendar month in which at least ten (10) days pay at straight-time rates has been received.
- (b) *For 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;
  - (ii) unscheduled annual leave of ten (10) days; and
  - (iii) Christmas Holiday.
- (d) Upon reaching twenty (20) years service (including war service), an Employee will be eligible for Annual Leave as follows:
  - (i) Instructors - fifty (50) days;
  - (ii) 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 (instructors forty-six (46) or fifty (50) days as appropriate, non-instructors thirty-six (36) or forty (40) days as appropriate).

## 17.3 Leave Scheduling

- (a) The scheduling and taking of scheduled annual leave shall be on a calendar year basis.
- (b) *Preference in Scheduled Annual Leave* - Scheduled annual leave preferences shall be granted on the basis of service seniority in the work units. An Employee shall be entitled to receive

his/her vacation in an unbroken period. If an Employee decides to break his/her entitlement into more than one continuous group of workdays, he/she shall be entitled to use his/her seniority for only one (1) such group of days in a calendar year.

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

(c) *Scheduled Annual Leave*

(1) A training plan will be provided to each department by January 15th of each year to assist in the development of Scheduled Annual Leave schedules. The Scheduled Annual Leave schedules shall be forwarded to the Employer for approval and be posted in the Department by March 1st. Such approval will not be unreasonably withheld.

(2) An Employee who does not exercise his/her seniority rights within two (2) weeks of receiving the proposed scheduled annual leave schedule, shall not be entitled to exercise those rights in respect of any such time previously selected by an Employee with less seniority.

(3) Scheduled Annual Leave schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the Employee and the Employer.

(4) Where an Employee is absent due to illness, or approved short term leave in the Lower Mainland area, the Employer will make every reasonable effort to contact the Employee so that his/her vacation scheduling rights may be exercised.

(d) *Unscheduled Annual Leave* - The unscheduled annual leave entitlement may be taken, in full or in part, at anytime upon notice of seven (7) days, with approval which will not be withheld unless the absence interferes with the Institute's students training program, or requires the hiring of a replacement 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.

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

## 17.4

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

## 17.5

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

## 17.6 Annual Leave Pay

(a) Payment for Annual Leave will be made at an Employee's basic pay, except if an Employee has been working in a higher paid position than his/her regular position for a majority of his/her regularly scheduled hours in the sixty (60) working days preceding his/her Annual Leave, in which case he/she shall receive the higher rate.

- (b) Once per calendar year, upon thirty (30) days' written notice that the Employee plans to travel and cannot reasonably access his/her credit union or bank account, the Employee shall be entitled to receive, prior to the commencement of a vacation, a payroll advance equivalent to the amount of any regular paycheque(s) issued during the vacation period.

### **17.7 Approved Leave of Absence with Pay During Annual Leave**

When an Employee is in receipt of the Short Term Illness and Injury Plan benefits or on leave with pay in accordance with Articles 19.1, 19.5, 19.7 and 19.8 during annual leave, there shall be no deduction from the annual leave credits for such leave. The period of annual leave so displaced shall be taken at a mutually agreed time. An Employee intending to claim displaced annual leave must advise the Employer and provide necessary documentation within seven (7) days of returning to work.

### **17.8 Payout**

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

### **17.9**

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

### **17.10 Call Back from Annual Leave**

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

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

- (b) When, during any Annual Leave period, an Employee is recalled to duty, he/she shall be reimbursed for all expenses incurred thereby by him/herself, in proceeding to his/her place of duty and in returning to the place from which he/she was recalled upon resumption of vacation, upon submission of receipts (except for meals) to the Employer.

- (c) Time necessary for travel in returning to his/her place of duty and returning again to the place from which he/she was recalled shall not be counted against his/her remaining Annual Leave entitlement.

### **17.11 Annual Leave on Retirement**

An Employee scheduled to retire and to receive a Superannuation allowance under the applicable pension plan 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.



**17.12 Annual Leave Credits Upon Death**

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

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

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

**ARTICLE 19 - SPECIAL AND OTHER LEAVE****19.1 Bereavement Leave**

(d) In the case of bereavement in the immediate family, an Employee not on leave of absence without pay shall be entitled to special leave, at his/her regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five (5) workdays.

(e) Immediate family is defined as an Employee's parent, wife, husband, child, brother, sister, father-in-law, mother-in-law and any other relative permanently residing in the Employee's household or with whom the Employee permanently resides.

(f) In the event of the death of the Employee's grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law, the Employee shall be entitled to special leave for one (1) day for the purpose of attending the funeral.

(g) If an Employee is on vacation leave at the time of bereavement, the Employee shall be granted bereavement leave and be credited the appropriate number of days to annual leave credits.

**19.2 Special Leave**

(a) Where leave from work is required, an Employee shall be entitled to special leave at his/her regular rate of pay for the following:

- (1) marriage of the Employee - three (3) days;
- (2) attend wedding of the Employee's child - one (1) day;
- (3) birth or adoption of the Employee's child - two (2) days;
- (4) serious household or domestic emergency - one (1) day;
- (5) moving household furniture and effects - one (1) day;
- (6) attend his/her formal hearing to become a Canadian citizen - one (1) day;
- (7) attend funeral as pall-bearer or mourner - one-half (½) day;
- (8) court appearance for hearing of Employee's child - one (1) day.

(b) Two (2) weeks' notice is required for leave under subsections (a)(1), (a)(2), (a)(5) and (a)(6).

(c) For the purposes of subsections (a)(2), (a)(4), (a)(5), (a)(6), (a)(7) and (a)(8), leave with pay will be only for the workday on which the situation occurs.

(d) For the purpose of determining eligibility for special leave under (5), an Employee will qualify if he/she is maintaining a self-contained household and if he/she is changing his/her place of residence

which necessitates the moving of household furniture and effects during his/her normal working hours, and if he/she has not already qualified for special leave under (a)(5) on two occasions within the preceding twelve (12) months.

### **19.3 Family Illness**

(a) In the case of illness of a child of an Employee, and when no one at the Employee's home other than the Employee can provide for the needs of the ill child, the Employee shall be entitled, after notifying his/her supervisor, to use up to a maximum of two (2) days' paid leave at any one time for this purpose.

(b) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing. The cost of the medical report will be borne by the Employer.

### **19.4 Full-time Union or Public Duties**

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

(a) For Employees to seek election in a Municipal, Provincial or Federal election, for a maximum of ninety (90) days;

(b) For Employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of two (2) years;

(c) For Employees elected to a public office for a maximum period of five (5) years.

(d) for an Employee elected to a position in the B.C. Government and Service Employees' Union. The leave shall be for a period of two years and shall be renewed upon request.

### **19.5 Leave for Court Appearances**

(a) The Employer shall grant paid leave to Employees, other than Employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the Employee's private affairs.

(b) In cases where an Employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.

(c) An Employee in receipt of his/her regular earnings while serving at court shall remit to the Employer all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the Employer.

(d) Time spent at court by an Employee in his/her official capacity shall be at his/her regular rate of pay.

(e) Court actions arising from employment, requiring attendance at court, shall be with pay.

(f) In the event an accused Employee is jailed pending a court appearance, such leave of absence shall be without pay.

(g) For all the above leaves, the Employee shall advise his/her supervisor as soon as he/she is aware that such leave is required.

## **19.6 Elections**

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

## **19.7 General Leave**

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

## **19.8 Leave for Medical and Dental Care**

(a) Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off with pay for medical and dental appointments for an Employee or for dependent children shall be permitted, but where any such absence exceeds two (2) hours, the full-time absence will be charged to the entitlement described in Article 19.10.

(b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Article 19.10, the necessary return travelling time to receive personal or immediate family medical and dental care at the nearest medical centre.

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

## **19.9 Definition of Child**

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

## **19.10 Maximum Leave Entitlement**

Maximum leave entitlement under Articles 19.2, 19.3 and 19.8 shall not exceed a total of ten (10) workdays per calendar year, unless additional special leave is approved by the Employer.

## **19.11 Emergency Service Leave**

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

- (i) conscripted for emergency service (other than military); or
- (ii) requested for search and rescue operation service.

(b) If the Employee receives any remuneration for such service while on emergency service leave of absence with pay, the remuneration will be paid over to the Employer.

## **19.12 Pre-Retirement Leave**

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:

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

**19.13 Early Retirement Incentive**

*Definition:*

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

*Eligibility:*

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

*Incentive Payment:*

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

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

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

## 20.1 Maternity Leave

A pregnant Employee shall qualify for maternity leave:

- (a) Upon request, the Employee will be granted leave of absence without pay for a period of not more than thirty (30) consecutive weeks. Should the pregnant Employee opt for parental leave under Article 20.3, this period of twelve (12) weeks will be included in the thirty (30) week period.
- (b) The period of maternity leave without pay shall commence on a date determined by the Employee, but no sooner than eleven (11) weeks prior to the estimated date of birth of the child(ren), and no later than the estimated date of birth of the child(ren).
- (c) The request to take maternity leave 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 shall notify the Employer two (2) weeks prior to the expiration of the maternity leave of the date when the Employee shall be returning to work. If no notification is given, the Employee shall be deemed to have abandoned the position per Article 9.10.
- (f) In the event an Employee is unable to return to work for health-related reasons following completion of the period of maternity leave 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, 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) Maternity leave shall be extended for up to an additional six (6) months for illness of the newborn child(ren) where a doctor's certificate is presented. The cost of the medical report will be borne by the Employer.

## 20.2 Adoption Leave

- (a) Upon request, an Employee shall be granted leave of absence without pay for up to six (6) months following the adoption of a child. The Employee shall have to furnish proof of adoption.
- (b) When both parents are Employees of the Employer, the total period of adoption leave to be taken by either or both parents is six (6) months. The leave shall only be granted to one (1) Employee parent at a time. The parents shall decide the periods which either or both of them will take the leave and will work with their respective manager(s) to enable accommodation of the leave request(s).
- (c) Parental leave under the provisions of Article 20.3 will be included in the six (6) month maximum adoption leave period.

## 20.3 Parental Leave

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

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

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

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

(b) 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 thirty (30) weeks.

(c) The request to take parental leave must be made, in writing, at least four (4) weeks prior to the proposed commencement of the leave, and be accompanied by:

(1) a certificate of a medical practitioner or other evidence stating the date of birth of the child(ren) or the probable date of birth of the child(ren) if a leave has not been requested under Article 20.1. Cost of the medical report will be borne by the Employer.

or

(2) a letter from the agency placing the child(ren) providing evidence of adoption of the child(ren) if such documentation has not been provided under Article 20.2(a).

#### **20.4 Health and Welfare and Annual Leave**

(a) While an Employee is on parental leave, the Employer shall maintain coverage for medical, extended health, dental, group life, accidental death and dismemberment and long-term disability and shall pay the Employer's share of these premiums to a maximum period of twelve (12) weeks.

(b) While an Employee is on maternity leave/parental leave combination, the Employer shall maintain coverage for medical, extended health, dental, group life, accidental death and dismemberment and long-term disability and shall pay the Employer's share of these premiums to a maximum period of thirty (30) weeks. For maternity leave only, the maximum period is eighteen (18) weeks.

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

(d) Notwithstanding Articles 17.2(a), (b), (c) and (d) and 17.3(d) and 17.9, annual vacation entitlements and vacation pay shall continue to accrue during the first thirty (30) weeks while an Employee is on maternity/parental leave combination providing the Employee returns to work for a period equal to the period of leave taken (to a maximum of thirty (30) weeks), or during a maximum of eighteen (18) weeks while an Employee is on maternity leave, or during a maximum of twelve (12) weeks while an Employee is on parental leave, or during a maximum period of six (6) months while an Employee is on adoption/parental leave combination providing the Employee returns to work for a period equal to the period of leave taken for adoption/parental leave combination or for maternity or parental leave when the two are not taken in combination. Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding Article 17.3(d) and 17.9.

## **20.5 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.

## **ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY**

### **21.1 Conditions**

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

### **21.2 Safety Committee**

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

### **21.3 Unsafe Work Conditions**

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

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

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

### **21.4 Injury Pay Provision**

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

### **21.5 Transportation of Accident Victims**

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

### **21.6 Pollution Control**

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

### **21.7 Investigation of Accidents**

The Occupational Health and Safety Committees, as provided in Article 21.2, shall be notified of each accident or injury and shall investigate and report to the Union and the Employer on the nature and cause of the accident or injury. In the event of a fatality the Employer shall immediately notify the President of the Union of the nature and circumstances of the accident.

### **21.8 Industrial First Aid Requirements**

(a) The Union and the Employer agree that First Aid Regulations made pursuant to the Workers' Compensation Act shall be fully complied with.

(b) Where the Employer requires an Employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Industrial First Aid Certificate shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.

(c) An additional payment shall be granted to such Employees on the basis of the type of Industrial First Aid Certificate they possess as follows:

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

### **21.9 Occupational Health and Safety Courses**

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

### **21.10 First Aid**

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

### **21.11 Pay Provisions**

An Employee who serves on a Safety and Health Committee shall receive his/her regular rate of pay for investigating safety matters at anytime in accordance with Article 21.2.

### **21.12 Safety Equipment**

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



**21.13 Emergency Survival Techniques**

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

**ARTICLE 22 - TECHNOLOGICAL CHANGE****22.1 Definition**

*"Technological change"* means:

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

**22.2 Notice and Bargaining**

Where the Employer intends to make a technological change that:

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

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

**22.3 Reference to Arbitration**

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

**22.4 Arbitration Board Powers**

The Arbitration Board has the powers contained in Sections 76 and 77 of the Labour Code.

**ARTICLE 23 - CONTRACTING OUT**

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

**ARTICLE 24 - HEALTH AND WELFARE**

### 24.1 Basic Medical Insurance

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

### 24.2 Extended Health Care Plan

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

### 24.3 Dental Plan

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

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

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

### 24.4 Group Life

(a) The Employer shall provide a mutually acceptable Group Life Plan with benefits equivalent to twice an Employee's annual salary, (for Employees aged under 45, three (3) times the Employee's annual salary) with a sixty thousand (60,000) dollar minimum. The Employer shall pay one hundred percent (100%) of the premium on the sixty thousand dollar (\$60,000) base and the Employee shall pay the premium for any insurance over sixty thousand dollars (\$60,000).

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

(c) In addition to (a), the Group Life Plan shall include the following provisions for Accidental Death and Dismemberment:

(1) Accidental Dismemberment:

- (i) loss of both hands, both feet or both eyes - the principal sum;
- (ii) loss of one hand and one foot - the principal sum;
- (iii) loss of one hand and one eye or one foot and one eye - the principal sum;
- (iv) loss of speech & hearing - the principal sum;
- (v) loss of one arm or one leg - three-quarters ( $\frac{3}{4}$ ) of the principal sum;
- (vi) loss of one hand, one foot or one eye - two-thirds ( $\frac{2}{3}$ ) of the principal sum;
- (vii) loss of speech or hearing - one-half ( $\frac{1}{2}$ ) of principal sum;
- (viii) loss of thumb and index finger of one hand - one-third ( $\frac{1}{3}$ ) of principal sum;
- (ix) loss of hearing in one ear - one-sixth ( $\frac{1}{6}$ ) of principal sum;
- (x) loss of use of both arms or both hands - the principal sum;
- (xi) loss of use of one arm - three-quarters ( $\frac{3}{4}$ ) of principal sum;
- (xii) loss of use of one hand - two-thirds ( $\frac{2}{3}$ ) of principal sum;

(xiii) paraplegia (total paralysis of both lower limbs) - the principal sum.

(2) Accidental Death

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

#### **24.5 Employment Insurance**

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

#### **24.6 Medical Examination**

Where the Employer requires an Employee to submit to a medical examination or medical interview, it shall be at the Employer's expense and on the Employer's time, other than a medical examination required under Appendix A: Section 1.04.

#### **24.7 Legislative Changes**

If the premium paid by the Employer for any Employee benefit stipulated in this Agreement is reduced as a result of any legislative or other action by the Government of British Columbia, the amount of the saving shall be used to increase other benefits available to the Employees, as may be mutually agreed between the Parties.

#### **24.8 Employee Assistance Program**

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

#### **24.9 Groups**

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

#### **24.10 Air Travel Insurance**

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

#### **24.11 Insurance Policies (Health and Welfare Plans)**

- (a) A copy of the insurance policies with the carriers for the Extended Health Care, Dental, LTD and Group Life Plans shall be sent to the President of the Union.
- (b) The negotiated plans shall form a part of this Agreement.
- (c) The Employer will consult the Union before developing any pamphlet explaining the highlights of the plans for distribution to Employees. The cost of such a pamphlet shall be borne by the Employer.

(d) In the event that the Employer initiates a change in the master contract carriers during the life of this Agreement, it shall so advise the Union. The Employer agrees that the benefit levels outlined in the master contracts will not be altered or reduced without the consent of the Union.

(e) Extended Health and Dental plan provisions are to be made available to a same sex partner of an Employee as long as the relationship between these two individuals meets the same criteria of "*common law spouse*" as defined by the benefit plan carriers.

## ARTICLE 25 - WORK CLOTHING

### 25.1 Protective Clothing

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

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

### 25.2 Uniforms

(a) Where the Employer requires the Employee to wear distinctive or identifying clothing, the Employer shall provide such clothing.

(b) Female Employees required to wear uniforms shall be provided with appropriately tailored pant suits at the Employee's request.

(c) Changes in the uniform style or colour shall be made only after consultation between the Parties.

### 25.3 Union Label

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

### 25.4 Maintenance of Work Apparel

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

### 25.5 Lockers

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

## ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES

### 26.1 Equal Pay

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

### 26.2 Paydays

- (a) Employees shall be paid biweekly (Fridays).
- (b) When a payday falls on an Employee's rest day, the Employer agrees to issue the Employee's paycheque on the last shift worked prior to the payday, provided the cheque is available.
- (c) If the cheque is not available on the payday, the Employer shall arrange for the Employee to be provided with an adequate advance on his/her salary.
- (d) The distribution of paycheques shall be done in such a manner that the details of the paycheque shall be confidential.
- (e)
  - (1) Persons hired after the ratification of this Collective Agreement 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.

### 26.3 Rates of Pay

The Parties agree that during the life of the renewed Collective Agreement (**April 1, 2001 to March 31, 2004**), 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 Vocational Instructor from being hired above the Vocational Instructor's minimum rate, to a maximum of the seventh step of the range.

As a result of Memorandum of Agreement #2, 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 specialization and for Employees hired into non-instructional specializations.

[NOTE: All selection committees will be required to use the following BCGEU Instructor Initial Placement Criteria form when hiring Employees in the Bargaining Unit (see Memorandum of Agreement #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 Journeyman 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) \_\_\_\_\_  
 (c) \_\_\_\_\_

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

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: \_\_\_\_\_

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

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



PLACEMENT RECORD

SUMMARY

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

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

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

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* \_\_\_\_\_

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

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

\_\_\_\_\_  
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 "*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. An Employee who has thereby had the fourth increment withheld, shall be granted the fourth increment on the next biannual increment date following completion of the I.D. program.

Where an Employee is prevented from attending the 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 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)

(a) An additional increment (3% increase) at the top of the scale effective August 01, 1991. (New Step 9)

An additional increment (3% increase) at the top of the scale effective August 01, 1992. (New Step 10)

Employees at Step 8 as of the ratification date of the January 1, 1991 to December 31, 1992 Collective Agreement will proceed to Step 9 effective August 1, 1991 and to Step 10 effective August 1, 1992. Increment adjustments for all other Employees will be made pursuant to the provisions of Article 26.

The Parties agree, that Step 1 and Step 2 of the salary scale will be deleted on November 15, 1992 and that the salary scale will be renumbered to reflect a total of eight (8) steps.

The Parties also agree to amend Memorandum of Agreement #2 and the "*BCGEU Instructional Placement Criteria*" document effective November 15, 1992 to reflect the foregoing. (Therefore, Step 4 becomes Step 2).

#### **26.4 Substitution Pay**

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

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

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

(a) When an Employee is promoted or reclassified to a higher-paying position in the salary schedule, the Employee will receive the rate for the position if a single salary, or, in the case of positions on a salary range, will receive the rate in the salary range which is the closest step to eight percent (8%) above his/her previous rate, or the minimum of the new range, whichever is greater, but not more than the top of the new salary range.

(b) The above does not apply to new classifications established pursuant to Article 28.3.

#### **26.6 Pay on Temporary Assignment**

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

#### **26.7 Reclassification of Position**

(a) An Employee shall not have his/her salary reduced by reason of a change in the classification of his/her position that is caused other than by the Employee.

(b) Any Employee whose salary has been protected by a provision of any Component Agreement at anytime before July 31, 1977, or whose salary has been protected by any Agreement between the Employer and the Union since July 31, 1977, or whose position classification is changed to one with a lower maximum salary through no fault of his/her own, shall receive fifty percent (50%) of the negotiated salary increase applicable to the Employee's new classification. Such Employee shall receive the full negotiated salary increase when the maximum salary of his/her classification equals or exceeds the salary which he/she is receiving.

**26.8 Payment to Dependents on Death**

(a) Where an Employee dies while in the Employer's service, the following amounts shall be paid to the Employee's beneficiary as designated under the Group Life Plan, if any, or in the absence of such beneficiary, to the Employee's estate:

- (1) if the Employee has completed one (1) continuous year in the Employer's service, one (1) month's salary;
- (2) if the Employee has completed two (2) continuous years in the Employer's service, two (2) months' salary;
- (3) if the Employee has completed three (3) continuous years in the Employer's service, three (3) months' salary;
- (4) if the Employee has completed four (4) continuous years in the Employer's service, four (4) months' salary;
- (5) if the Employee has completed five (5) continuous years in the Employer's service, five (5) months' salary; or
- (6) if the Employee has completed six (6) or more continuous years in the Employer's service, six (6) months' salary.

(b) It is understood that this benefit is not payable in addition to that provided in Section 53 of the Public Service Act.

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

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

**26.10 Salary Rate on Demotion**

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

**26.11 Hourly, Daily and Partial Month Calculations**

(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).

---

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

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

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

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

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

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

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

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

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

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

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

(b) *Calculation of Pay* - Any Employee whose appointment spans a complete calendar month shall be paid the monthly rate. An Employee who starts and/or terminates employment during a month will be paid for that month a sum based on the current daily rate times the number of complete days for which pay is payable to that Employee in the month. Any deductions for periods of less than a calendar month will be made based on the daily rates. A deduction for a full calendar month will be made based on the monthly rate in accordance with Schedules A, B and C.

(c) For the purposes of calculating severance pay pursuant to Article 12.5(a)(4) "one-half (1/2) month's" salary equals annual salary divided by 24.

## **ARTICLE 27 - REIMBURSEMENT OF EXPENSES AND TRAVEL**

### **27.1 Reimbursement of Costs**

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

(a) *Meals:*

Effective April 1, 1991:

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

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

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

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

## **27.2 Type of Accommodation**

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

## **27.3 Temporary Assignment Travel**

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

- (a) Travel between his/her place of temporary accommodation and the work site shall be considered as time worked.
- (b) Employees shall be provided with return economy air fare in order to allow them to return to their place of residence and return to the work site at the end of each workweek on the Employee's time.

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

- (c) This article does not apply to Employees who participate in the Employer's training programs as a condition of employment.
  - (1) in-service Employees participating in such training programs shall be afforded the opportunity of returning to their headquarters for a weekend at the end of a two (2) week period at the Employer's expense;
  - (2) travel shall be on the Employee's time and accommodation expenses for the weekend period, if any, shall be the Employee's responsibility. The Employer shall determine the mode of transportation to be taken by the Employee.

#### **27.4 Travel Conditions**

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

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

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

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

#### **27.6 Vehicle Allowance**

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

#### **27.7 Hosting Expenses**

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

#### **27.8 Expenses Within Headquarters Area**

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

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

**27.9 Late Night Transportation**

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

**27.10 Relocation Expenses**

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

**27.11 Telephone Allowance**

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

**27.12 Vaccinations/Inoculations**

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

**ARTICLE 28 - CLASSIFICATION AND RECLASSIFICATION****28.1 Classification Specifications**

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

**28.2 Job Evaluation Plan**

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



(g) The Committee shall review any legislation enacted by the Government of British Columbia specific to pay equity that affects the Bargaining Unit, and shall recommend to the Labour/Management Committee the means of implementing such legislation for the Bargaining Unit.

### **28.3 Classification and Salary Assignments**

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

The new rate of pay shall become effective on a date agreed upon by the Parties or as determined through the arbitration process.

### **28.4 Classification Appeal Procedure**

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

- (a) If an Employee believes that the position he/she occupies is improperly classified, he/she shall discuss the classification or grade with his/her immediate supervisor.
- (b) The supervisor shall, upon request, provide the Employee with a written statement of duties and responsibilities.
- (c) Upon request, the Employee and his/her immediate supervisor shall discuss this statement by comparison with the classification specification(s).
- (d) If there is a dispute between the supervisor and an Employee concerning the classification or grade of the position he/she occupies, or if the Employee believes there is a conflict between his/her classification specification and the statement of duties, the Employee may request a review to be performed by the Director of Human Resources or his/her designate.
- (e) The Director of Human Resources or his/her designate shall render a decision pursuant to Article 28.4(d) within thirty (30) days of receipt of the request.
- (f) The Employee may be required to complete a Job Description Questionnaire to assist in this review. The Employee may request and receive a full explanation of the decision of the Director of Human Resources.
- (g) The Employee shall, if a dispute still exists, have the right to appeal the decision of the Director of Human Resources, to arbitration pursuant to Article 8 of this Agreement.
- (h) If a change in classification is made, any change in the rate of pay shall be effective the date the request was submitted to the Director of Human Resources.

### **28.5 Elimination of Present Classification**

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

**ARTICLE 29 - LABOUR/MANAGEMENT COMMITTEE****29.1 Establishment of Labour/Management Committee**

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

**29.2 Meetings of Committees**

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

**29.3 Chairperson of Committee**

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

**29.4 Responsibilities of Committee**

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

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

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

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

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

**30.2 Notice of Secondment**

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

### 30.3 Provisions of BCGEU Agreements to Apply

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

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

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

## ARTICLE 31 - TEMPORARY EMPLOYEES

### 31.1 Temporary Employees

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

### 31.2

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

### 31.3

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

(12) month period.

### **31.4**

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

### **31.5 Seniority**

(a) For the purpose of this Article, service seniority shall mean the length of service as a temporary Employee of the Institute.

(b) For the purpose of layoff and recall, a temporary Employee who has worked in excess of thirty (30) days shall accumulate service seniority within a specialization.

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

(c) Subject to Article 31.6 of this Agreement, an Employee shall retain his/her service and classification seniority if he/she is transferred by the Employer from one seniority unit to another.

(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.

(e) The Employer shall maintain a separate service seniority list of all temporary Employees by 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.

### **31.6 Loss of Seniority**

A temporary will lose his/her service and classification seniority when:

(a) he/she is terminated for just cause;

(b) he/she voluntarily terminates or abandons his/her position;

(c) he/she is on layoff for more than six (6) months;

(d) he/she is unavailable or declines two (2) offers of re-employment in which the duration and nature of work is reasonably similar to that which he/she carried out prior to layoff;

(e) he/she becomes a regular.

### **31.7 Layoff and Recall**

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

(b) Temporary Employees on layoff shall only be recalled after regular Employees in order of service seniority within the 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.

(c) Notwithstanding 31.7(a), temporary Employees hired for seasonal work or a term certain shall be laid off upon completion of the season or term and shall be subject to recall procedures in accordance with 31.7(b).

(d) Temporary Employees hired for special projects, as mutually agreed between the Employer and the Union, or temporary Employees hired under the auspices of the Ministry of Labour's Special Employment Programs, shall be considered terminated for cause in accordance with Article 31.6(a) of this Agreement upon completion of their project or program.

### 31.8

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

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

### 32.1 Definitions

(a) *"Continuing Education/Part-time Studies/Industry Services Employee"* - an instructor hired to teach courses within the terms and conditions set out in Article 32.

(b) Industry Services programs and courses are those Vocational training activities which provide a variety of customized educational services to individual Employers and organizations on a client-demand basis. The work in providing these services is cost recoverable within a contractual framework between the Institute and the client. Industry Services training and related work is delivered at a site usually specified by the client, Employer or organization. Industry Services training and related work may be delivered at a campus site of the Institute.

(c) Continuing Education/Part-Time Studies programs and courses are those vocational programs which are not part of the regular, on-going, full-time programming. CE/PTS programs and courses are generally offered on a term basis with a set number of hours and duration less than full-time programming. As part of the Institute's educational service to the public, these programs and courses are usually delivered on campus outside the first shift hours.

### 32.2 General Conditions

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

(2) Regular Instructors, Instructors on Layoff, and 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 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 instructors who are employed full-time or on layoff may be scheduled on a flex-time basis.

(h) For the purpose of this article, flex-time means the hours worked by an Employee or a group of Employees who are given the authority to:

(1) set their starting and finishing times; and

(2) set their length of workday within a stated maximum number of hours, subject to meeting the requirements of the Industry Services contract through a biweekly averaging period.

(i) An Employee hired to teach CE/PTS/IS programs and courses shall be deemed terminated for the purposes of that assignment upon completion of the specific assignment.

(j) A regular or temporary Employee who is on layoff and who undertakes a CE/PTS/IS assignment shall accrue seniority for all hours worked for the purposes of the application of Articles 11.1, 12.6(a), 31.3 and 31.7(b).

(k) A CE/PTS/IS Employee shall receive a letter of appointment stating the terms and conditions of employment. They shall receive vacation pay calculated at four (4) per cent of gross earnings for the period of the assignment. Such vacation pay shall be pro-rated and paid out during each pay period.

(l) CE/PTS/IS Employees shall be paid on a biweekly basis. The cheque will be issued no later than the end of the pay period following the biweekly pay period worked.

(m) Except as otherwise noted, the provisions of Articles 1, 2, 3, 4, 6, 7, 8, 9, 21, 25, 26.1, 27, 28, 29, 33, 34 and Schedules A, B **and** C shall apply to instructors hired to teach CE/PTS/IS programs and courses.

In respect of the above, the specific provisions of Articles 2.6, 2.10, 9.10, 27.3, 27.4, 13.23, 27.9, 27.10, 28.4, 33.2, 33.3, 33.4, 33.6, 33.7, 33.9, 33.11, 33.13, Transfer Regulations and Appendix "A" including Part III shall not apply to instructors hired to teach CE/PTS/IS programs and courses.

(n) In the event that extraordinary circumstances arise affecting the application of this article, the

matter shall be referred to the Labour/Management Committee for resolution.

(o) Where Employees have accepted Industry Services work that is to be delivered at a client-specified site other than a campus site of the Institute, travel to and from that site shall be at straight-time rates.

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

### **32.3 Transition of Programs and Courses**

Where CE/PTS/IS programs and courses are on-going on a full-time continuing basis, so that eighteen (18) months of instruction and delivery of the programs occur in a twenty-four (24) month period, the Labour/Management Committee shall meet to review specific courses and programs and make recommendations to the Dean of the School to designate the program(s) as part of the Institute program profile. If the recommendation is accepted by the Dean of the School, the program(s) shall then be placed in an appropriate 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.

## **ARTICLE 33 - GENERAL CONDITIONS**

### **33.1 Child Care Facilities**

The Employer and the Union agree to maintain a joint committee comprised of one (1) representative from each of the Instructors' and Support components and two (2) Employer designates to investigate the feasibility of establishment of Child Care facilities.

### **33.2 Parking**

A joint Employer-Union Parking Committee shall be established to study the matter of Employee parking and make recommendations to the Parties.

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

### **33.3 Tool Allowances**

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

(b) The Employer agrees to participate in the Federal Government program which pays fifty percent (50%) of the cost of metric tools to workers who are required, as a condition of their employment, to purchase metric tools.

### **33.4 Comprehensive Insurance**

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

### 33.5 Indemnity

(a) *Civil actions* - Except where a joint Union-Employer Committee considers that there has been flagrant or willful negligence on the part of an Employee, the Employer agrees not to seek indemnity against an Employee whose actions result in a judgment against the Employer. The Employer agrees to pay any judgment against an Employee arising out of the performance of his/her duties. The Employer also agrees to pay any legal costs incurred in the proceedings including those of the Employee.

(b) *Criminal actions* - Where an Employee is charged with an offence resulting directly from the proper performance of his/her duties and is subsequently found not guilty, the Employee shall be reimbursed for reasonable legal fees.

(c) *Canada Shipping Act* - Where an Employee is called before a hearing held under the Canada Shipping Act resulting directly from the proper performance of his/her duties, the Employee shall be reimbursed for reasonable legal fees.

(d) At the option of the Employer, the Employer may provide for legal services in the defence of any legal proceedings involving the Employee (so long as no conflict of interest arises between the Employer and the Employee) or pay the legal fees of counsel chosen by the Employee.

(e) In order that the above provisions shall be binding upon the Employer, the Employee shall notify the Employer immediately, in writing, of any incident or course of events which may lead to legal action against him/her, and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:

- (1) when the Employee is first approached by any person(s) or organization notifying him/her of intended legal action against him/her; or
- (2) when the Employee him/herself requires or retains legal counsel in regard to the incident or course of events; or
- (3) where any investigative body or authority first notifies the Employee of any investigation or other proceeding which might lead to legal action against the Employee; or
- (4) when information first becomes known to the Employee in the light of which it is a reasonable assumption that the Employee would conclude that he/she might be the object of legal action; or
- (5) when an Employee receives notice of any legal proceeding of any nature or kind.

### 33.6 Payroll Deductions

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

### 33.7 Political Activity

(a) *Municipal and School Board Offices* - Employees may seek election to Municipal and School Board Offices, provided that:

- (1) the duties of the Municipal or School Board Office other than regular council or board meetings do not impinge on normal working hours as a British Columbia Institute of Technology



Employee;

- (2) there is no conflict of interest between the duties of the Municipal or School Board Office and the duties of the British Columbia Institute of Technology.

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

- (b) *Federal and Provincial Offices* - There are no restrictions on Employees engaging in political activities on their own time as campaign workers. If an Employee is nominated as a candidate for election, the Employee shall be placed on leave without pay in accordance with Article 19.4(a) to engage in the election campaign. If elected, the Employee shall be granted leave of absence in accordance with Article 19.4(c). If not elected, the Employee shall be allowed to return to his/her former position.

### **33.8 Copies of Agreements**

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 [four (4) by six and one-half (6½) inches]. [100 mm x 165 mm]. All Agreements shall be printed in a union shop and shall bear a recognized union label.

### **33.9 Transfer of Employees Out of the Bargaining Unit**

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

### **33.10 "Charge Outs"**

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

### **33.11 Positions Temporarily Vacant**

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

### **33.12 Damage to Personal Property**

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

### **33.13 Oaths, X-rays and Medical Examinations**

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

### **33.14 Supply and Maintenance of Equipment**

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

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

### **33.15 Physical Fitness**

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

### **33.16 Reorganization**

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

- (a) The Employer agrees to give the President of the Union, or his/her designate with as much advance notice as possible of a reorganization within the Institute, which will affect Employees within the Bargaining Unit.
- (b) The Employer agrees to consult first with the Staff Representative and the Bargaining Unit Chairperson and then with the Employees involved for the purpose of discussing the implications of such change prior to the implementation of same.
- (c) Where a position has been identified by the Employer as one that will be affected by the reorganization, the incumbent will be advised in writing by the Employer.
- (d) A steward may, at the request of an Employee, attend all meetings called by the Employer to discuss a proposed reorganization affecting the Employee.
- (e) Employee(s) who, as a result of a reorganization, are assigned a position in another department, or campus, or who have a change in reporting relationship, shall not be required to serve another probationary period pursuant to Article 9.11.

## **ARTICLE 34 - TERM OF AGREEMENT**

### **\*34.1 Duration**

This Agreement shall be binding and remain in effect to midnight, **March 31, 2004**.

### **\*34.2 Notice to Bargain**

- (a) This Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or after **January 1, 2004** but in any event not later than midnight, **January 31,**

**2004.**

(b) Where no notice is given by either Party prior to **January 31, 2004** both Parties shall be deemed to have been given notice under this section on **January 31, 2004** and thereupon Article 34.3 applies.

(c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the President of the British Columbia Institute of Technology.

### **34.3 Commencement of Bargaining**

Where a Party to this Agreement has given notice under Article 34.2, the Parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

### **34.4 Change in Agreement**

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

### **34.5 Agreement to Continue in Force**

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

**SIGNED ON BEHALF OF THE UNION:**

**SIGNED ON BEHALF OF THE EMPLOYER:**

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\_\_\_\_\_  
George Heyman, President

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Tony Knowles, President

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\_\_\_\_\_  
Richard MacIntosh, Chairperson  
Bargaining Committee

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Tomi Eeckhout, Director  
Labour Relations

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\_\_\_\_\_  
Rick Dohl, Member  
Bargaining Committee

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Lane Trotter, Member  
Bargaining Committee

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Mike Wanstall, Member  
Bargaining Committee

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Ron Evans, Member  
Bargaining Committee

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Edward Wilk, Member  
Bargaining Committee

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Wayne Hand, Member  
Bargaining Committee

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\_\_\_\_\_  
Ken Holmes  
Bargaining Representative

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Yuki Matsuno, Member  
Bargaining Committee

Date: September 16, 2002

## TRANSFER REGULATIONS

### 1.1 Policy

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

### 1.2 Travel Expenses on Transfer

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

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

**Meals:**

Adults - full rate  
Children 12 years and under - half rate.

**Motel or hotel:**

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

(3) Where dependents of an Employee relocate at a time different than the Employee, the Employer shall reimburse the Employee for his/her dependents' travel expenses, meals and accommodation incurred while travelling to the new headquarters area. In such cases where the Employee remains eligible for benefits pursuant to Section 1.03, the Employee will be reimbursed for his/her dependents' meals at the new location for a period of up to seven (7) days.

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

**1.3 Living Expenses Upon Transfer at New Location**

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

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

**1.4 Moving of Household Effects and Chattels**

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

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

- (2) five hundred dollars (\$500) for a move which exceeds a distance of two hundred forty (240) kilometers;
  - (3) one hundred dollars (\$100) where the Employee is entitled to receive the amount pursuant to Section 1.07 (d).
- (f) Where the Employee exercises an option pursuant to (e) above then the provisions of (a) and (d) above shall not apply.

### **1.5 Moving of Mobile Homes**

- (a) On transfer, an Employee who owns a mobile trailer may opt to have his/her mobile home moved by the Employer in either of the following circumstances:
- (1) where the Employee's new headquarters area is on the list of isolated areas, providing no suitable accommodation is available, or;
  - (2) where an Employee is living in a mobile home which was moved to its present location by the Employer, and the Employees' headquarters prior to the impending transfer is named on the list of isolated locations.
- (b) Where an Employee's mobile home is moved by the Employer under this Section then the Employer shall also arrange and pay for the following:
- (1) Moving of a single wide mobile trailer or home up to the maximum width allowed on the highway with a permit including any skirting, cabanas or attachments. Where mobile homes in excess of the above are involved, the Employer will pay:
    - the equivalent cost of moving a single wide mobile trailer or home up to the maximum width allowed on highways with a permit, or;
    - the real estate and legal fees involved in selling the extra wide trailer up to a maximum of thirty-five hundred dollars (\$3,500).
  - (2) Comprehensive insurance to adequately protect the Employee's household effects, chattels, and trailer during the move up to a maximum of twenty-five thousand dollars (\$25,000).
  - (3) The setting-up and levelling of a mobile home or double wide at the new location to a maximum of five hundred dollars (\$500) upon production of receipts.
  - (4) The packing and unpacking of the Employee's household effects and chattels, if required.
- (c) Where an Employee is living in a mobile home and is not included in (a) above, and chooses to move the mobile home to the new headquarters area, the Employee shall be entitled to reimbursement for costs covered in (b) above up to a maximum of two thousand dollars (\$2,000) upon production of receipts.
- (d) Where the Employee opts under this Section to have a mobile home moved, there shall be no entitlement to the provisions of Section 1.04 and 1.10.



### **1.6 Moving of Personal Vehicles Upon Transfer**

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

### **1.7 Incidental Expenses on Transfer**

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

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

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

### **1.8 Notice to Employee Upon Transfer**

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

### **1.9 Requested Transfer by Employee**

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

### **1.10 Real Estate and Legal Fees**

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

- (a) Reimbursement of fees to a maximum of four thousand dollars (\$4,000) charged by a real estate agency for the selling of the Employee's private dwelling home in which he/she resided immediately prior to transfer.

(b) An Employee who has sold his/her own home without the aid of a realtor shall entitle to claim five hundred dollars (\$500).

(c) Allowances for legal fees encumbered upon the Employee because of the purchase of his/her private dwelling house in which he/she lives after transfer will be paid in accordance with the following:

- one percent (1%) of the first forty thousand dollars (\$40,000) of the purchase price;
- one-half (½) of one percent (1%) of any amount of the purchase price above forty thousand dollars (\$40,000);
- the total cost to the Employer under part (c) shall not exceed eight hundred dollars (\$800).

(d) Where an Employee purchases a reasonable amount of property, secures a joint mortgage (land and private dwelling) and begins construction within six (6) months of transfer (i.e., foundation poured), shall be entitled to reimbursement of legal fees not to exceed the amount specified in (c) above. In these circumstances, the reimbursement shall be for one transaction only.

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

**SCHEDULE A - SALARIES**  
**APRIL 1, 2001 - MARCH 31, 2002**

	<b>Step</b>	<b>Annual Salary</b>	<b>Monthly Rate</b>	<b>Biweekly Rate</b>	<b>Daily Rate</b>	<b>Hourly Rate</b>
Instructors	1	50,906	4,242.17	1,951.22	195.12	32.52
	2	52,852	4,404.33	2,025.81	202.56	33.76
	3	54,786	4,565.50	2,099.94	210.00	35.00
	4	56,720	4,726.67	2,174.07	217.38	36.23
	5	58,605	4,883.75	2,246.32	224.64	37.44
	6	60,515	5,042.92	2,319.53	231.96	38.66
	7	62,302	5,191.83	2,388.03	238.80	39.80
	8	64,150	5,345.83	2,458.86	245.88	40.98
	9	66,916	5,576.33	2,564.88	256.50	42.75
Non-Instructional Employees/Coordinators	1	50,906	4,242.17	1,951.22	195.12	27.87
	2	52,852	4,404.33	2,025.81	202.56	28.94
	3	54,786	4,565.50	2,099.94	210.00	30.00
	4	56,720	4,726.67	2,174.07	217.38	31.06
	5	58,605	4,883.75	2,246.32	224.64	32.09
	6	60,515	5,042.92	2,319.53	231.96	33.14
	7	62,302	5,191.83	2,388.03	238.80	34.11
	8	64,150	5,345.83	2,458.86	245.88	35.13
	9	66,916	5,576.33	2,564.88	256.50	36.64

Chief Instructors' Allowance           \$230.

Annual Rate                               = Monthly Rate x 12

Biweekly Rate                           = Annual Rate/26.0892857

Hourly Rate (Instructors)           = Biweekly Rate/60

Hourly Rate (Non-Instructional  
Employees/Coordinators/Others)   = Biweekly Rate/70

Daily Rate = Hourly Rate x # of regular scheduled hours in day shift.

**SCHEDULE B - SALARIES**  
**APRIL 1, 2002 - MARCH 31, 2003**

	<b>Step</b>	<b>Annual Salary</b>	<b>Monthly Rate</b>	<b>Biweekly Rate</b>	<b>Daily Rate</b>	<b>Hourly Rate</b>
Instructors	1	51,924	4,327.00	1,990.24	199.02	33.17
	2	53,909	4,492.42	2,066.33	206.64	34.44
	3	55,882	4,656.83	2,141.95	214.20	35.70
	4	57,854	4,821.17	2,217.54	221.76	36.96
	5	59,777	4,981.42	2,291.25	229.14	38.19
	6	61,725	5,143.75	2,365.91	236.58	39.43
	7	63,548	5,295.67	2,435.79	243.60	40.60
	8	65,433	5,452.75	2,508.04	250.80	41.80
	9	71,426	5,952.17	2,737.75	273.78	45.63
Non-Instructional Employees/Coordinators	1	51,924	4,327.00	1,990.24	199.02	28.43
	2	53,909	4,492.42	2,066.33	206.64	29.52
	3	55,882	4,656.83	2,141.95	214.20	30.60
	4	57,854	4,821.17	2,217.54	221.76	31.68
	5	59,777	4,981.42	2,291.25	229.14	32.73
	6	61,725	5,143.75	2,365.91	236.58	33.80
	7	63,548	5,295.67	2,435.79	243.60	34.80
	8	65,433	5,452.75	2,508.04	250.80	35.83
	9	71,426	5,952.17	2,737.75	273.78	39.11

Chief Instructors' Allowance           \$230.

Annual Rate                               = Monthly Rate x 12

Biweekly Rate                             = Annual Rate/26.0892857

Hourly Rate (Instructors)               = Biweekly Rate/60

Hourly Rate (Non-Instructional  
Employees/Coordinators/Others)       = Biweekly Rate/70

Daily Rate = Hourly Rate x # of regular scheduled hours in day shift.

**SCHEDULE C - SALARIES**  
**APRIL 1, 2003 - MARCH 31, 2004**

	<b>Step</b>	<b>Annual Salary</b>	<b>Monthly Rate</b>	<b>Biweekly Rate</b>	<b>Daily Rate</b>	<b>Hourly Rate</b>
Instructors	1	52,962	4,413.50	2,030.03	202.98	33.83
	2	54,987	4,582.25	2,107.65	210.78	35.13
	3	57,000	4,750.00	2,184.80	218.46	36.41
	4	59,011	4,917.58	2,261.89	226.20	37.70
	5	60,973	5,081.08	2,337.09	233.70	38.95
	6	62,960	5,246.67	2,413.25	241.32	40.22
	7	64,819	5,401.58	2,484.51	248.46	41.41
	8	66,742	5,561.83	2,558.21	255.84	42.64
	9	73,697	6,141.42	2,824.80	282.48	47.08
Non-Instructional Employees/Coordinators	1	52,962	4,413.50	2,030.03	202.98	29.00
	2	54,987	4,582.25	2,107.65	210.78	30.11
	3	57,000	4,750.00	2,184.80	218.46	31.21
	4	59,011	4,917.58	2,261.89	226.20	32.31
	5	60,973	5,081.08	2,337.09	233.70	33.39
	6	62,960	5,246.67	2,413.25	241.32	34.48
	7	64,819	5,401.58	2,484.51	248.46	35.49
	8	66,742	5,561.83	2,558.21	255.84	36.55
	9	73,697	6,141.42	2,824.80	282.48	40.35

Chief Instructors' Allowance \$230.

Annual Rate = Monthly Rate x 12

Biweekly Rate = Annual Rate/26.0892857

Hourly Rate (Instructors) = Biweekly Rate/60

Hourly Rate (Non-Instructional  
Employees/Coordinators/Others) = Biweekly Rate/70

Daily Rate = Hourly Rate x # of regular scheduled hours in day shift.

## SCHEDULE E

## Part I

**Specializations and Specialization Groupings**

The Parties agree that this list sets out existing "*specializations*" and "*specialization groupings*" which are established at the British Columbia Institute of Technology. (See Letter of Understanding #8)

*Mechanical Specialization Grouping*

Automotive	
Autobody/Autoframe	
Heavy Duty	Auto Refinishing
Commercial Transport	Machinist
Small Engine Mechanic	Millwright
Motorcycle Mechanic	Sawfiling
Inboard/Outboard Mechanic	Diamond Drilling

*Construction Specialization Grouping*

Carpentry	Drywall Finisher
Benchwork and Joinery	Drywall Installer
Painting and Decorating	Floor Covering
Bricklaying	Pile Driving
Tile Setting	Glazings

*Piping Trades Specialization Grouping (Revised)* (See Letter of Understanding #6)

Plumbing	Gasfitting
Steamfitting	Sprinkler Fitter
Heat and Frost	

*Steel Industries Specialization Grouping (Revised)* (See Letter of Understanding #6)

Welding	Iron Worker
Steel Fabrication	Sheet Metal
Boiler Making	

*Electrical/Electronics Specialization Grouping*

Electrical	Commercial Refrigeration
Motor Winding	Diesel Electrical
Electronics	Power Engineering
Appliance Repair	Industrial Instrumentation
Workplace Automation	

*Aviation/Aero Specialization Grouping*

Aircraft Maintenance Engineering Category M.	Aircraft Electronics (Avionics)
Aircraft Structures Repair and Manufacturing	Airline Technical Operations
	Airline Carrier Operations
	Airport Operations

*Business and Industry Specialization Grouping*

Forestry Crewperson  
Forestry Tree Trimmer  
Horticulture  
Auto Trim and Custom Upholstery  
Drafting  
BTSD and Remediation  
Embalming  
Office Administration  
Women in Trades  
Training Preparation

*Food and Hospitality Services Specialization Grouping*

Meat Processing  
Baking  
Cooking  
Sausage Making  
Dining Service  
Taxi Driver  
Barbering

*Common Core Specialization Grouping*

*Industrial Education*

*Non-Instructional Specialization Grouping*

Training Consultants

*Marine Training Specialization Grouping*

Nautical  
Marine Engineering  
Seamanship  
Shipping and Marine Operation

**Part II**

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

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

**APPENDIX A**  
**SHORT TERM ILLNESS AND INJURY PLAN**

**1.1 Eligibility**

- (a) Regular Employees shall be covered by the Short Term Illness and Injury Plan upon completion of six (6) months of active service with the Employer.
- (b) Regular Employees with less than six (6) months of service who are unable to work because of an illness or injury are entitled to six (6) days coverage at full pay in any one calendar year.
- (c) Regular Employees with three (3) months but less than six (6) months of service will be entitled to fifteen (15) weeks (75 working days) of coverage, consisting of the above six (6) days, or what remains of the six (6) days' entitlement, at full pay and the remainder of the fifteen (15) weeks at two-thirds (⅔) of pay, not to exceed a maximum weekly benefit of two hundred and ten dollars (\$210) or the U.I.C. maximum weekly sickness benefit, whichever is higher.
- (d) Notwithstanding (a), (b) and (c) above, where a regular Employee is on a claim recognized by the Workers' Compensation Board while the Employee was on the Employer's business, he/she shall be entitled to leave at his/her regular rate of pay, up to a maximum of one hundred thirty (130) days for any one claim in lieu of benefits as outlined in Section 1.2. In such cases the compensation payable by the Workers' Compensation Board shall be remitted to the Employer.

**1.2 Short Term Plan Benefit**

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

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

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

**1.3 Recurring Disabilities**

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



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

(d) Where an Employee is returning to work after a period of illness or injury and where the Screening Committee has approved such return on a trial basis for assessment and/or rehabilitation purposes, the Short Term Plan period shall continue to be as defined in Section 1.2(a). Such trial period must be approved during the period the Employee is receiving short term benefits, however, the end of the trial period can go beyond the Short Term Plan benefit period.

(e) Employees who return to work after a period of illness or injury and who do not work the same number of hours that were scheduled prior to the illness or injury shall receive prorated benefits under this plan, however, not beyond six (6) calendar months from the initial date of absence as defined in Section 1.2(a), if absence is due to the same illness or injury.

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

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

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

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

#### **1.5 Integration With Other Disability Income**

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

- (a) Any amount the absent Employee receives from any group insurance, wage continuation or pension plan of the Employer.
- (b) Any amount of disability income provided by any compulsory act or law, except Unemployment Insurance sickness benefits and W.C.B. benefits payable in accordance with Section 1.1(d).

- (c) Any periodic benefit payment from the Canada or Quebec Pension Plan or other social security plan of any country.

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

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

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

### **1.6 Benefits Not Paid During Certain Periods**

Benefits will not be paid when an Employee is:

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

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

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

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

### **1.7 Employee to Inform Employer**

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

### **1.8 Entitlement**

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

## 1.9 EIC Premium

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

## 1.10 Benefits Upon Layoff or Separation

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

## LONG TERM DISABILITY PLAN

### 2.1 Eligibility

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

### 2.2 Long Term Disability Benefit

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

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

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

The basic monthly earnings as at the date of disability shall be the salary in effect for the last month of the

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

- (c) The Long Term Disability benefit payment will be made so long as an Employee remains totally disabled in accordance with Section 2.3, and will cease on the date the Employee recovers, or at the end of the month in which the Employee reaches age 65, or resigns or dies, whichever occurs first.
- (d) An Employee in receipt of long term disability benefits will be considered an Employee for purposes of superannuation and will continue to be covered by group life, extended health, dental and medical plans. Employees will not be covered by any other portion of the Collective Agreement but will retain the right of access to a Screening Committee established thereunder and will retain seniority rights should they return to employment within six (6) months following cessation of benefits.
- (e) When an Employee is in receipt of the benefit described in (b) above, contributions required for benefit plans in (d) above and contributions for superannuation will be waived by the Employer.
- (f) An Employee engaged in rehabilitative employment with the Institute and who is receiving partial Long Term Disability benefit payments will have contributions required for benefit plans in (d) above and contributions for superannuation waived by the Employer except that superannuation contributions shall be deducted from any salary received from the Employer to cover the period of rehabilitative employment.

### **2.3 Total Disability**

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

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

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

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

If earnings are received by an Employee during a period of total disability and if such earnings are derived from employment which has not been approved of as rehabilitative employment by his/her doctor and the Employer, then the regular monthly benefit from the plan will be reduced by one hundred percent (100%) of such earnings.

(2) In the event that an Employee has been classified as totally disabled for all occupations and engages in approved rehabilitative employment, the provisions of (1) above apply except that the rehabilitative employment may continue for twenty-four (24) months from the date rehabilitative employment commenced.

(3) In the case where rehabilitative employment has been approved while an Employee is receiving a benefit under the provisions of Article 2.2(a), the provision of Article 2.3(c) (1) shall not apply until the Employee is receiving a benefit under Article 2.2(b).

## **2.4 Exclusions from Coverage**

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

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

## **2.5 Pre-existing Conditions**

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

## **2.6 Integration With Other Disability Income**

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

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

- (a) Any amount payable under the Workers' Compensation Act or Law or any other legislation of similar purpose, and;
- (b) Any amount the disabled Employee received from any group insurance, wage continuation or pension plan of the Employer that provides disability or retirement income, and;
- (c) Any amount of disability income provided by any compulsory act or law, and;
- (d) Any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled Employee is entitled or to which he/she would be entitled if his/her application for such benefit were approved, and;
- (e) Any amount of disability income provided by any group or association disability plan to which the disabled Employee might belong or subscribe.

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

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

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

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

## **2.7 Successive Disabilities**

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

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

to benefit payments in accordance with the provisions of this Plan. If the period during which the Employee returned to work is one (1) month or less, the subsequent disability shall be deemed a continuation of the preceding disability and the disabled Employee shall be entitled to benefit payments in accordance with the provisions of this Plan.

## **2.8 Cessation of Plan Coverage**

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

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

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

## **2.9 Leave of Absence**

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

## **2.10 Benefits Upon Plan Termination**

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

## **2.11 Contributions**

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

## **2.12 Waiver of Contributions**

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

## **2.13 Claims**

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

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

Where an Employee has disputed the decision of the claims-paying agent and is awaiting the outcome of a review or an appeal, the Employee will be considered to be on leave of absence without pay during the

portion of the waiting period when he/she is not receiving pay or benefit allowance. During the waiting period, an Employee will continue to be covered by group life, extended health, dental and medical plans.

**2.14 Physical Examination**

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

**2.15 Canadian Currency**

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

**2.16 Administration**

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

**2.17 Implementation by Regulation**

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

**2.18 Benefit Level**

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



**JOINT ADVISORY COMMITTEE**

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

**LETTER OF UNDERSTANDING #1**

**Re: Qualifications**

The following format for qualifications will be introduced, upon signing of this Agreement, and will continue in full force and effect for the duration of the Agreement.

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 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.

**SIGNED ON BEHALF OF THE UNION:**

**SIGNED ON BEHALF OF THE EMPLOYER:**

George Heyman, President

Brian Gillespie, President

Tom Kozar, Co-Chairperson  
Bargaining Committee

Tomi Eeckhout, Director  
Labour Relations

Gary Blidook, Member  
Bargaining Committee

Ron Evans, Member  
Bargaining Committee

Rick Dohl, Member  
Bargaining Committee

Dave Mitchell, Member  
Bargaining Committee

Michael Wanstall, Member  
Bargaining Committee

Dennis Duffey, Member  
Bargaining Committee

Barbara Offen, Co-Chairperson  
Coordinated Bargaining Representative

Phyllis Johnson, Member  
Bargaining Committee

Clodine Sartori, Member  
Bargaining Committee

Date: October 12, 1999

**LETTER OF UNDERSTANDING #2**

**Re: Trial Period - Recall/Severance Benefit Option**

The Parties agree to the application of an alternate layoff option relevant to Article 12.5(a)(3) and (4).

This option shall permit an Employee who is laid off under Article 12, Layoff, to defer receiving severance pay pursuant to Article 12.5(a)(4) for twelve (12) months and remain on recall in accordance with 12.5(a)(3).

An Employee exercising this option shall notify the Employer within ten (10) days of his/her receipt of notice of layoff.

In the event that such laid off Employee is not recalled to a regular position during the twelve (12) month recall period, he/she shall then be eligible to receive a severance pay amount equal to that which he/she would have been eligible for had the option pursuant to 12.5(a)(4) been elected at the time of his/her original layoff.

For the purposes of this Memorandum of Agreement only, a recall pursuant to Article 12.6(d) shall not extend the original twelve (12) month recall period to which this deferral of severance pay applies. If, upon the expiry of this twelve (12) month deferral period, the laid off Employee is working pursuant to a recall under 12.6(d), the Employee shall be given the opportunity to resign from such employment at the end of the assignment and receive the deferred severance pay or maintain his/her employment status and rights in accordance with Article 12 of the Collective Agreement.

**SIGNED ON BEHALF OF THE UNION:**

**SIGNED ON BEHALF OF THE EMPLOYER:**

George Heyman, President

Brian Gillespie, President

Tom Kozar, Co-Chairperson  
Bargaining Committee

Tomi Eeckhout, Director  
Labour Relations

Gary Blidook, Member  
Bargaining Committee

Ron Evans, Member  
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Dave Mitchell, Member  
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Bargaining Committee

Barbara Offen, Co-Chairperson  
Coordinated Bargaining Representative

Phyllis Johnson, Member  
Bargaining Committee

Clodine Sartori, Member  
Bargaining Committee

Date: October 12, 1999

**LETTER OF UNDERSTANDING #3****Re: Career Development**

The Parties agree to the implementation of Article 13.19 - Educational Leave (Regular Employees). In addition, the Parties agree that the Career Development Committee will establish subcommittees as deemed appropriate.

The Career Development Fund shall be one hundred thousand dollars (\$100,000) per fiscal year.

A Career Development Committee, comprised of three (3) Instructors from the Bargaining Unit and three from management, has the responsibility of recommending to the President, requests for paid Educational Leave.

*Criteria*

The application of Article 13.19 will normally apply to requests for paid Educational Leave longer than three (3) weeks in duration. The Committee has segregated Educational Leave into three (3) specific categories:

1. Educational Initiatives
  - (a) enhancement of practical teaching skills
  - (b) pursuit of formal education
2. Technical knowledge - enhancement of technical skills
3. Personal Growth - the pursuit of educational opportunities which will assist the Employee in his/her personal growth.

The Committee supports the notion that requests in category one and two should have a greater priority than those initiatives in category three. There is general consensus amongst the Committee that approved applications under this Article should benefit both the Employee and the Institute.

As per Article 13.19(a)(12), and subject to the expressed constraints, Educational Leave will be granted to the maximum number of Employees who make application.

*Process*

In order for the Committee to properly evaluate all requests, and for Employees to make application deadlines for other institutions, it is necessary to set cut-off dates for applications. Two dates were chosen to allow Instructors to take advantage of semester-based programs. Therefore, for each fiscal year, requests for paid Educational Leave pursuant to Article 13.19 must be received by the Career Development Committee by May 30 or October 31.

Pursuant to Article 13.19(a)(3), Employee(s) must submit his/her request to the appropriate Associate Dean who will forward it to the Dean. The request will then be circulated by the Dean's Office. It is a goal of the Committee to have request(s) in the hands of each member of the Committee within two (2) weeks of initial submission(s). The Associate Dean will append his/her remarks and comments to the request. If there is a problem, the appropriate Associate Dean will inform the Employee as soon as possible. Employees should retain copies of their requests for personal records. Normally, requests will be reviewed at the next LMC/CDC meeting.

Due to various time constraints and other extraordinary reasons, the requirement under Article 13.19(a)(3) for five (5) months' lead time may be waived by the Committee.

*Applicable Costs*

The following costs qualify under this Article:

- reimbursement of tuition fees upon successful completion of each semester or course as appropriate
- salary support for a portion or the whole of Educational Leave

The cost of books, calculators and other student-related materials are the responsibility of the individual.

**SIGNED ON BEHALF OF THE UNION:**

**SIGNED ON BEHALF OF THE EMPLOYER:**

John T. Shields, President

Brian Gillespie, President

Tom Kozar, Co-Chairperson  
Bargaining Committee

Tomi Eeckhout, Director  
Labour Relations

Gary Blidook, Member  
Bargaining Committee

Ron Evans, Member  
Bargaining Committee

Rick Dohl, Member  
Bargaining Committee

Dave Mitchell, Member  
Bargaining Committee

Michael Wanstall, Member  
Bargaining Committee

Dennis Duffey, Member  
Bargaining Committee

Barbara Offen, Co-Chairperson  
Coordinated Bargaining Representative

Phyllis Johnson, Member  
Bargaining Committee

Clodine Sartori, Member  
Bargaining Committee

Date: October 12, 1999

**LETTER OF UNDERSTANDING #4**

**Re: Common Core**

The Parties agree that all references to Common Core in any tentative agreement previously signed or which may be signed off will remain open for negotiation pending clarification of the status of Common Core.

**SIGNED ON BEHALF OF THE UNION:**

**SIGNED ON BEHALF OF THE EMPLOYER:**

George Heyman, President

Brian Gillespie, President

Tom Kozar, Co-Chairperson  
Bargaining Committee

Tomi Eeckhout, Director  
Labour Relations

Gary Blidook, Member  
Bargaining Committee

Ron Evans, Member  
Bargaining Committee

Rick Dohl, Member  
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Dave Mitchell, Member  
Bargaining Committee

Michael Wanstall, Member  
Bargaining Committee

Dennis Duffey, Member  
Bargaining Committee

Barbara Offen, Co-Chairperson  
Coordinated Bargaining Representative

Phyllis Johnson, Member  
Bargaining Committee

Clodine Sartori, Member  
Bargaining Committee

Date: October 12, 1999

**LETTER OF UNDERSTANDING #5**

**Re: Course Evaluation Reports**

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

**SIGNED ON BEHALF OF THE UNION:**

**SIGNED ON BEHALF OF THE EMPLOYER:**

George Heyman, President

Brian Gillespie, President

Tom Kozar, Co-Chairperson  
Bargaining Committee

Tomi Eeckhout, Director  
Labour Relations

Gary Blidook, Member  
Bargaining Committee

Ron Evans, Member  
Bargaining Committee

Rick Dohl, Member  
Bargaining Committee

Dave Mitchell, Member  
Bargaining Committee

Michael Wanstall, Member  
Bargaining Committee

Dennis Duffey, Member  
Bargaining Committee

Barbara Offen, Co-Chairperson  
Coordinated Bargaining Representative

Phyllis Johnson, Member  
Bargaining Committee

Clodine Sartori, Member  
Bargaining Committee

Date: October 12, 1999

## LETTER OF UNDERSTANDING #6

**Re: Schedule E - Part I - Piping Trades Specialization Grouping**

The Parties agree that a separate specialization grouping to be known as "*Piping Trades*" be established.

The new grouping will encompass the existing specializations of Plumbing, Heat and Frost, as well as the newly created specializations of Steamfitting, Gasfitting and Sprinklerfitting. The existing Piping specialization will be deleted.

In making this change, the specializations of Plumbing and Heat and Frost will move from the existing Steel Industries Specialization Grouping to the newly created Piping Trades Grouping.

A grandfathering provision has also been agreed to by the Parties. On the implementation date of 90 September 01, all Employees with a seniority date of 90 September 01 or earlier, including those with less than three years' seniority as of 90 September 01, who were Employees in the Steel Industries Grouping on this date, will have the right to exercise the displacement option in both the revised Steel Industries and new Piping Trades Specialization Groupings.

The following is the list of Employees affected by this Agreement and their specialization as of 90 September 01:

## Piping Trades Specialization Grouping

*Plumbing Specialization*

N. Potis	J. Endert
G. Norgard	D. Bowles
G. Milne	W. Evans
J. Masse	D. Pfaff

*Steamfitting Specialization*

G. Millar	A. St. Eloi
R. Marier	W. Bradbury
B. Koelzer	

*Heat and Frost\* /Gasfitting\* /Sprinklerfitting\**

\*There were no Employees in these specializations as of 90 September 01.

## Revised Steel Industries Specialization Grouping

*Welding*

D. Becker	J. Black
E. Iversen	A. Pasichnyk
E. Sukkel	G. Jones
R. Holroyd	C. Grass
L. Cox	A. Wood
E. Waterfield	C. Bishop
F. Bettis	B. Finnie
D. McRae	



*Steel Fabrication*

G. Cooper	T. Subtelny
G. Blidook	K. Neustaedter

*Boiler Making*

J. Kiwior

*Iron Worker*

N. Romanin	J. Willoughby
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*Sheet Metal*

G. Bradbury	J. Cove
T. Kondo	E. Sorila
D. Stewart	

**SIGNED ON BEHALF OF THE UNION:**

George Heyman, President

Tom Kozar, Co-Chairperson  
Bargaining Committee

Gary Blidook, Member  
Bargaining Committee

Rick Dohl, Member  
Bargaining Committee

Michael Wanstall, Member  
Bargaining Committee

Barbara Offen, Co-Chairperson  
Coordinated Bargaining Representative

**SIGNED ON BEHALF OF THE EMPLOYER:**

Brian Gillespie, President

Tomi Eeckhout, Director  
Labour Relations

Ron Evans, Member  
Bargaining Committee

Dave Mitchell, Member  
Bargaining Committee

Dennis Duffey, Member  
Bargaining Committee

Phyllis Johnson, Member  
Bargaining Committee

Clodine Sartori, Member  
Bargaining Committee

Date: October 12, 1999

**LETTER OF UNDERSTANDING #7****Re: Salary Schedules**

The Parties agree to change "*Counsellors/Career Advisors*" in the salary step section of the salary schedules to read "*Non-instructional Employees/Co-ordinators*" and to change "*Hourly Rate (Counsellors/Career Advisors/Librarians/Others)*" to read "*Non-instructional Employees/Co-ordinators/Others*".

The Parties also agree to delete "*Librarian 1*" and "*Librarian 2*" from the salary schedules with the understanding that if at some point in the future, Librarian 1 and/or Librarian 2 are re-established in this Bargaining Unit, the rates for the positions will be rates outlined in the August 01, 1988 to December 31, 1990 BCIT/BCGEU Instructional Unit Collective Agreement plus any salary increases negotiated for the Bargaining Unit during the period January 01, 1991 to the date of re-establishment of the positions.

It is understood that the salary scale for Librarian 1 and Librarian 2 are three step scales and that there was no intent to either add to or change the structure of these scales during the last round of negotiations.

**SIGNED ON BEHALF OF THE UNION:**

George Heyman, President

Tom Kozar, Co-Chairperson  
Bargaining Committee

Gary Blidook, Member  
Bargaining Committee

Rick Dohl, Member  
Bargaining Committee

Michael Wanstall, Member  
Bargaining Committee

Barbara Offen, Co-Chairperson  
Coordinated Bargaining Representative

**SIGNED ON BEHALF OF THE EMPLOYER:**

Brian Gillespie, President

Tomi Eeckhout, Director  
Labour Relations

Ron Evans, Member  
Bargaining Committee

Dave Mitchell, Member  
Bargaining Committee

Dennis Duffey, Member  
Bargaining Committee

Phyllis Johnson, Member  
Bargaining Committee

Clodine Sartori, Member  
Bargaining Committee

Date: October 12, 1999

**LETTER OF UNDERSTANDING #8****Re: Schedule E - Specializations and Specialization Groupings**

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

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

*Mechanical Specialization Grouping*

Autobody/Autoframe\*  
Auto Refinishing\*

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

*Construction Specialization Grouping*

Bricklaying  
Tile Setting  
Floor Covering

*Steel Industries Specialization Grouping*

Plumbing\*  
Piping  
Heat and Frost\*

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

*Electrical/Electronics Specialization Grouping*

Appliance Repair  
Commercial Refrigeration\*

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

*Business and Industry Specialization Grouping*

Auto Trim and Custom Upholstery  
Embalming  
Office Administration

*Food and Hospitality Services Specialization Grouping*

Meat Processing  
Baking  
Cooking  
Sausage Making  
Dining Service  
Taxi Driver

**SIGNED ON BEHALF OF THE UNION:**

George Heyman, President

Tom Kozar, Co-Chairperson  
Bargaining Committee

Gary Blidook, Member  
Bargaining Committee

Rick Dohl, Member  
Bargaining Committee

Michael Wanstall, Member  
Bargaining Committee

Barbara Offen, Co-Chairperson  
Coordinated Bargaining Representative

**SIGNED ON BEHALF OF THE EMPLOYER:**

Brian Gillespie, President

Tomi Eeckhout, Director  
Labour Relations

Ron Evans, Member  
Bargaining Committee

Dave Mitchell, Member  
Bargaining Committee

Dennis Duffey, Member  
Bargaining Committee

Phyllis Johnson, Member  
Bargaining Committee

Clodine Sartori, Member  
Bargaining Committee

Date: October 12, 1999

**MEMORANDUM OF AGREEMENT #1**

The Parties agree that the Labour/Management Committee will determine the appropriate placement of the following documents within the Collective Agreement prior to the printing of this Collective Agreement:

- Memorandum of Agreement #2

The Parties have also agreed to continue discussions regarding Schedules A-E for resolution prior to the printing of this Collective Agreement.

**SIGNED ON BEHALF OF THE UNION:**

**SIGNED ON BEHALF OF THE EMPLOYER:**

George Heyman, President

Brian Gillespie, President

Tom Kozar, Co-Chairperson  
Bargaining Committee

Tomi Eeckhout, Director  
Labour Relations

Gary Blidook, Member  
Bargaining Committee

Ron Evans, Member  
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Dave Mitchell, Member  
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Michael Wanstall, Member  
Bargaining Committee

Dennis Duffey, Member  
Bargaining Committee

Barbara Offen, Co-Chairperson  
Coordinated Bargaining Representative

Phyllis Johnson, Member  
Bargaining Committee

Clodine Sartori, Member  
Bargaining Committee

Date: October 12, 1999

The Union and the Employer agree to implement the following proposal in order to resolve the issue of placement on the salary scale for new and existing Employees in the Instructional Bargaining Unit, the issue of qualifications, equivalencies and a placement procedure, and the Ed Wilk et al grievances.

1. The four (4) page document titled "*BCGEU Instructor Initial Placement Criteria*" dated 90 August 22 and this Letter of Agreement shall become an addendum to and form part of the Collective Agreement.
2. All selection committees will be required to use this placement procedure when hiring Employees for positions in the Bargaining Unit except for the IETE and the non-instructional positions.

For those Employees affected by this proposal, the provisions of Article 26.3(b) will not apply.

3. The Parties agree that further discussion is required concerning the Placement Criteria for the IETE and the non-instructional positions in the Bargaining Unit. The Parties will develop a similar placement process for these positions.

4. To become effective 90 October 08:

- (i) The Parties agree that new instructors meeting all Section A qualifications as outlined in the BCGEU Instructor Initial Placement Criteria document shall be placed at Step 2 of the salary scale, and
- (ii) New Employees meeting Section B of the Placement Criteria document shall be granted one additional step on the salary scale,

or

New Employees meeting Section C of the Placement Criteria document shall be granted one additional step on the salary scale, and

- (iii) New Employees meeting Section D of the Placement Criteria document shall be granted one additional step on the salary scale.
5. All instructors in the Bargaining Unit on 90 October 08 who are now below Step 8, and, James Hutton, Ron Christian, Horst Zimmermann and Bert Gibson, if they are successful in their grievances and returned to employment at the Institute, will have their step placement reviewed in consideration of the new placement criteria. It is understood by the Parties that for Employees who received an increment in either May or November of 1989, and those Employees who had an increment withheld in 1989 due to failure to complete the Instructor Diploma pursuant to Article 26.3, that only experience and training in accordance with Placement Criteria B or C and D which was acquired through the period 88 August 01 to their increment date in 1989 will be applied to effect any salary step adjustment.

It is also understood by the Parties that for all Employees hired between 89 January 01 through to 90 October 07 inclusive, only experience and training in accordance with Placement Criteria B or C and D which was acquired through the period 88 August 01 to 90 October 07 will be applied to effect any salary step adjustment.

The effective date of any step adjustment will be 90 October 08, and there will be no change to any individual increment review date arising from the implementation of this Agreement.

6. The Parties agree all appeals concerning placement will be heard and a final and binding decision

made by the LMC utilizing a process similar to the Career Development Committee and its procedures. For existing Employees, appeals will only be reviewed based on the same criteria and time frames as that outlined in number 5 above., For Employees hired on or after 90 October 08 appeals will be reviewed based on the BCGEU Instructional Initial Placement Criteria document only.

- 7. Employees are required to enroll and complete the Instructor Diploma program pursuant to the terms of the Collective Agreement. In recognition of this provision, the Employer and the Union agree to amend the terms of the Collective Agreement so that all instructors who have not completed their I.D. program will be held at Step 7 on the salary scale.

Those Employees already at barrier (pursuant to Article 26.3) will remain at their current step. The Parties will work with these persons to assist and encourage them to complete the program. Upon completion of the I.D. program, the barrier will be removed and further increments will be granted.

The Parties will also work with Employees at Step 8 who have not completed the I.D. program, to assist and encourage them to complete the program. These Employees will not have their salary level reduced as a result of not completing the program.

- 8. The Parties agree that this proposal will be a final and binding resolution to the Ed Wilk et al grievances. The Parties also agree that this Agreement applies to new and existing Employees in the Bargaining Unit not enjoined in the Ed Wilk et al grievances.
- 9. The Parties agree that this proposal is subject to the ratification of the BCIT Board of Governors, and the BCGEU Instructional bargaining unit. Failure by either Party to ratify, will nullify this proposal. If this proposal is not ratified, neither Party will refer to the contents of this proposal in any arbitration proceedings.
- 10. The Parties agree to recommend this proposal to their respective principals.
- 11. Upon ratification of this proposal, the Parties agree to issue joint bulletin(s) concerning this Agreement.

**FOR THE UNION:**

Heather Raven,  
Staff Representative

Tom Kozar, Co-Chairperson  
Bargaining Committee

Richard Dohl, Member  
Bargaining Committee

Gary Norgard, Member  
Bargaining Committee

Date: September 17, 1990

**FOR THE EMPLOYER:**

S. Ney, Labour Relations Manger  
Personnel/Employee Relations

F. Raymond Walton, Member  
Bargaining Committee

Ronald E. Evans, Member  
Bargaining Committee

Michael Cannell, Member  
Bargaining Committee

Date: September 17, 1990

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 Journeyman 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) \_\_\_\_\_  
(c) \_\_\_\_\_

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

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: \_\_\_\_\_

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

PLACEMENT RECORD

SUMMARY

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

Specialization: \_\_\_\_\_ 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* \_\_\_\_\_

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

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

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

## JURISDICTIONAL DISPUTE RESOLUTION PROCESS

### Preamble

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

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

### Process

#### A. Pre-Assignment Consultation

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

#### B. Jurisdictional Dispute Umpire

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

8. In determining the appropriateness of the bargaining unit placement, the Umpire shall be entitled to consider:

- a) Job elements
- b) Past practice
- c) Impact on industrial relations
- d) Community of interest
- e) Certificates of Bargaining Authority
- f) Other factors deemed appropriate by the Umpire

9. The Umpire will endeavour to render a decision within twenty-one (21) days of the conclusion of the hearing.

10. The decision of the Umpire shall be final and binding on all parties to this agreement.

Tomi Eeckhout  
Director  
Labour Relations

Ken Holmes  
Staff Representative  
BCGEU

Cal Davis  
Acting General Secretary  
FSA

Date: Sept. 28, 2000

Date: October 5, 2000

Date: October 5, 2000

## ARBITRATION PROCEDURES

### INTERPRETATION

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

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

### FEES AND COSTS

II. Each Party to an arbitration shall bear:

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

### POWERS OF THE ARBITRATION BOARD

III. An arbitration board has power to:

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

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

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

### SUMMONS TO TESTIFY

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



**DECISION OF ARBITRATION BOARD**

V. The decision of an arbitration board is binding:

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

88 November 18

**MEMORANDUM OF AGREEMENT****between the****BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY****and the****BRITISH COLUMBIA GOVERNMENT AND SERVICE EMPLOYEES' UNION****and the****BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY STAFF SOCIETY****Re: Jurisdictional Overlap**

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

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

L. Tosczak  
BCGEU Representative

J. Stockdale  
BCIT Representative

C.V. Spong  
BCIT Staff Society

Dated: 89 June 09

**MEMORANDUM OF AGREEMENT**  
**between the**  
**BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY**  
**and the**  
**BRITISH COLUMBIA GOVERNMENT AND SERVICE EMPLOYEES' UNION**  
**and the**  
**BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY STAFF SOCIETY**

**Re: Voluntary Transfer between Bargaining Units**

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

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

L. Tosczak  
BCGEU Representative

J. Stockdale  
BCIT Representative

C.V. Spong  
BCIT  
Staff Society Representative

Dated: Nov. 1/89

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