

MEMORANDUM OF AGREEMENT

between the

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

and the

BC GOVERNMENT AND SERVICE EMPLOYEES' UNION
(hereinafter called "the Union")

The undersigned Bargaining Representatives of the British Columbia Institute of Technology acting on behalf of the British Columbia Institute of Technology (hereinafter called "the Employer") agree to recommend to the British Columbia Institute of Technology Board;

AND

The undersigned Bargaining Representatives acting on behalf of the BC Government and Service Employees' Union (hereinafter called "the Union") agree to recommend to the association membership;

That their collective agreement commencing **July 1 2010 and expiring June 30 2014** (hereinafter called the "new Collective Agreement"), shall consist of the following:

1. **Previous Conditions**

All of the terms of the 2006-2010 Collective Agreement continue except as specifically varied below by paragraphs 2 to 5, inclusive.

2. **Term of Agreement**

The term of the new Collective Agreements shall be for forty-eight (48) months from July 01, 2010 to June 30, 2014 both dates inclusive.

3. **Effective Dates**

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

4. **Appendix "A"**

The Employer and the Union agreed to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "A".

5. **Appendix "B"**

Attached at Appendix B is the Memoranda of Agreement for the 2010-14 Support Staff Compensation Template (CTT) dated December 2, 2012. The agreement applies in its

entirety to this bargaining unit and forms part of this Memorandum of Settlement. Specifically, and for reference only, the following are excerpts from Appendix B.

Schedule "1" - Wage Increase

- a. Effective December 1, 2012, all annual rates of pay which were in effect on November 30, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- b. Effective March 01, 2013, all annual rates of pay which were in effect on February 28, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- c. Effective July 01, 2013, all annual rates of pay which were in effect on June 30, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- d. Effective April 01, 2014, all annual rates of pay which were in effect on March 31, 2014 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

Health Welfare Benefits

Effective February 1, 2013, The Employer agrees to amend the Health and Welfare Plan such that reimbursements under the Plan will only be issued for prescription drugs that are included under the BC Provincial Pharmacare Formulary. *see below

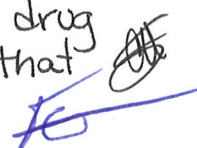
Early Intervention Program

Effective the ratification date of the collective agreement, the Employer and the Union agree to the attached Letter of Understanding – Post Secondary Early Intervention Program which formed part of the 2010-14 Support Staff Compensation Template (CTT) – Schedule "1"

6. Ratification

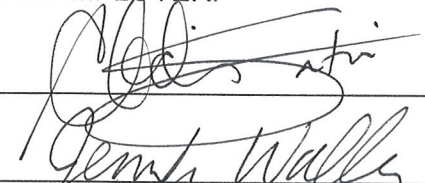

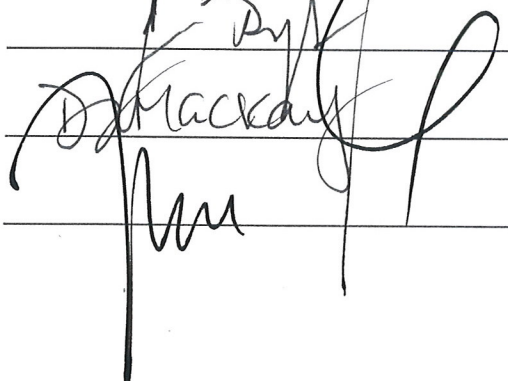
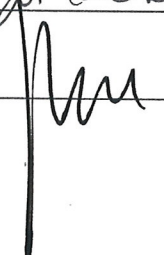
The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations.

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


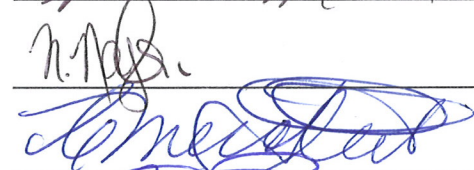
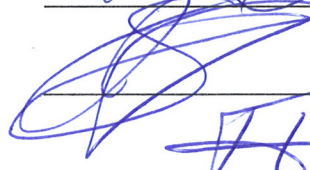
* Effective one month following the date of ratification, prescription drug reimbursements will only be issued for those prescription drugs that are included under the B.C. Provincial Pharmacare Formulary. 

Signed this 30th day of January, 2013.

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:


George Walker

Adrian Joseph

D. Mackay


BARGAINING REPRESENTATIVES FOR
THE ASSOCIATION:


N. T. [unclear]


H

APPENDIX "A"

Article Number	Title	Date Signed
Article 9.9	Alternative Grievance Resolution Procedure	April 18, 2011
Article 12.6 (e)	Recall	January 30, 2013
Article 15.10	Overtime for Regular Part-time Employees and Auxiliary Employees	October 19, 2010
Article 20.1	Bereavement Leave	April 18, 2011
Article 20.3	Special Leave - Funeral	January 30, 2013
Article 20.4	Family Illness	January 30, 2013
Article 20.10	Definition of a Child	October 19, 2010
Article 20.13	Compassionate Care Leave	October 19, 2010

BCIT Bargaining Proposal
BCGEU Support Staff Collective Agreement
Renewal of 2006-2010 Agreement

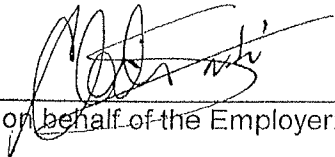
The Institute proposes to grammatically correct the reference to "Alternate" and to update the names of arbitrators.

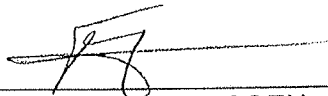
ARTICLE 9 — ARBITRATION

9.9 Alternate Alternative Grievance Resolution Procedure

- (a) The Parties may mutually agree to the following procedure as an alternative to submitting matters in dispute to the formal arbitration procedure or to Fast Track Arbitration.
- (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, ~~Barbara Bluman~~ **Wayne Moore** or Colin Taylor 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 Articles 8.11, 9.1, or 9.10.


Signed on behalf of the Employer:

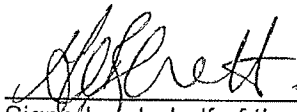

Signed on behalf of the BCGEU:

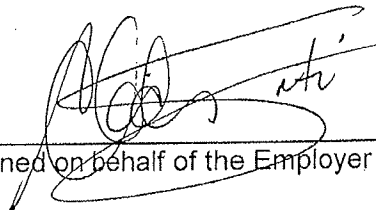
Dated: April 18 2011

ARTICLE 15 - OVERTIME

15.10 Overtime for Regular Part-time Employees and Auxiliary Employees

Regular part-time Employees and auxiliary Employees working less than the normal hours per day of a regular full-time Employee and who are required to work longer than their regular working day, shall be paid at the rate of straight time for the hours so worked up to and including the normal hours in the working day. Regular overtime rates shall apply after the normal hours in the working **day**, for all work performed on holidays, and for work in excess of thirty-five (35) hours per week.


Signed on behalf of the Union


Signed on behalf of the Employer

October 19 / 2010
Date:

BCIT Bargaining Proposal
BCGEU Support Staff Collective Agreement
Renewal of 2006-2010 Agreement

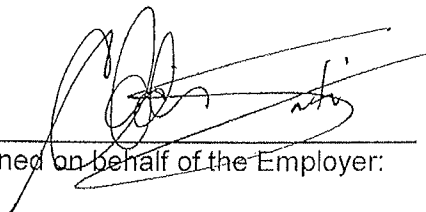
The reference to "parent-in-law" under the definition of immediate family was inadvertently removed in 2006 to 2010 bargaining when the language was revised to include "grandchild".

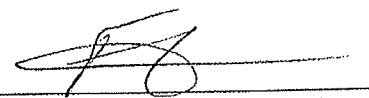
ARTICLE 20 — LEAVES OF ABSENCE

20.1 Bereavement Leave

- (b) Immediate family is defined as an Employee's parent, spouse, child, brother, sister, grandchild, **parent-in-law**, common-law spouse, or any other relative permanently residing in the Employee's household or with whom the Employee permanently resides.

[no change to remainder of language]


Signed on behalf of the Employer:

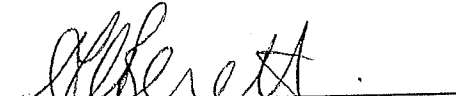

Signed on behalf of the BCGEU:

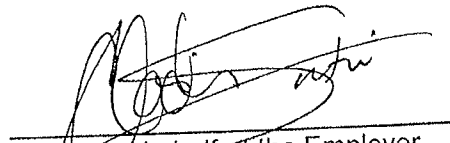
Dated: April 18 2011

ARTICLE 20 – LEAVES OF ABSENCE

20.10 Definition of a Child

Wherever the word "*child*" is used in this Agreement, it shall be deemed to include a child under the custody of the Director of Child Protection, or a child of a spouse.


Signed on behalf of the Union


Signed on behalf of the Employer

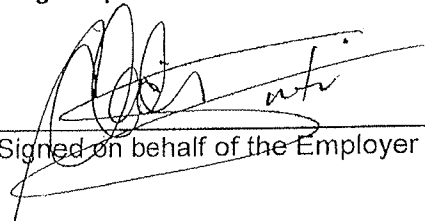
October 19/2010
Date:

ARTICLE 20 – LEAVES OF ABSENCE

Article 20.13 Compassionate Care Leave

- (a) An Employee who requests leave under this article is entitled to up to eight (8) weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks, or such other period as may be prescribed after the date the certificate is issued, or if the leave began before the date of the certificate is issued, the date the leave began.
- (b) The Employee must give the Employer a copy of the certificate as soon as practicable.
- (c) An Employee may begin a leave under this article no earlier than the first day of the week in which the period under Article 20.13(a) begins.
- (d) A leave under this article ends on the last day of the week in which the earlier of the following occurs:
 - (1) The family member dies;
 - (2) The expiration of twenty-six (26) weeks or other prescribed period from the date the leave began.
- (e) A leave taken under this article must be taken in units of one or more weeks.
- (f) If an Employee takes a leave under this article and the family member to whom Article 20.13(a) applies does not die within the period referred to in that article, the Employee may take a further leave after obtaining a new certificate in accordance with Article 20.13(a), and Articles 20.13(b) to 20.13(e) apply to the further leave.
- (g) For purposes of this Article only, "family member" means an Employee's spouse, child, parent, guardian, sibling, grandchild or grandparent, and any person who lives with an Employee as a member of the Employee's family. It includes common-law spouses, step-parents and step-children, and same-sex partners and their children, as long as they live with the Employee as a member of the Employee's family.
- (h) An Employee who takes a Compassionate Care Leave will continue to accrue seniority and will continue to be eligible for other benefits as specified in this Agreement during the period of his/her leave.


Signed on behalf of the Union


Signed on behalf of the Employer

October 19/2010
Date:

The Parties agreed to this language October 12, 2012

12.6 Transfers and Placements

(e)(1) A regular employee occupying a redundant position and who has 12 or more years of service seniority shall be given the option of either transferring to a regular vacancy in accordance with the process and requirements described at Article 12.6(a), or of displacing an employee with the least service seniority within the same or comparable position in accordance with the process and requirements described at Article 12.6(b).

(2) A regular employee exercising this option must advise the employer within 5 working days of receipt of notice under 12.6(a). The 5 working days will not extend any other timelines under this article.

(3) Article 12.6€ does not apply to an employee with less than 12 years of service seniority, or to an employee who is displaced in accordance with Article 12.6(b).

[no change to remainder of language]

BCGEU

BCIT

Date: _____

20.3 Special Leave

An Employee not on leave of absence without pay shall be entitled to special leave at his/her regular rate of pay for the following:

- (a) Marriage of the Employee - three (3) days
- (b) Attend wedding of the Employee's child - one (1) day
- (c) Birth or adoption of the Employee's child - two (2) days
- (d) Serious household, domestic or family emergency - one (1) day
- (e) Moving household furniture and effects - one (1) day
- (f) Divorce hearing of Employee - one (1) day
- (g) Attend his/her formal hearing to become a Canadian citizen - one (1) day
- (h) Attend funeral as pallbearer or mourner – **one (1) half (1/2) day**
- (i) Court appearance for hearing of Employee's child - one (1) day

Two (2) weeks' notice is required for leave under Subsection (a), (b), (e), (f) and (g).

For the purpose of determining eligibility for Special Leave under (e) an Employee will qualify if s/he is changing his/her place of residence which necessitates the moving of household furniture and effects during his/her normal working hours, and if s/he has not already qualified for special leave under (e) on two (2) occasions within the preceding twelve (12) months. For the purpose of Subsection (e), leave with pay will be only for the workday on which the "*moving household furniture and effects*" occurs.

For the purpose of subsections (b), (c), (d), (f), (g), (h) and (i), leave with pay will be only for the workday on which the situation occurs and is not limited to one (1) request per subsection per calendar year.

For the purpose of (d) above, "*family*" shall include immediate family as defined in Article 20.1(b).

BCGEU

BCIT

Date: _____

20.4 Family Illness

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

In the case of additional time being required, and subject to the approval of the Manager/Supervisor, an Employee may use earned vacation and/or compensatory time off to care for the dependent child.

- (b) An Employee may, for any given circumstance, take a paid leave under either Article 20.3(d) or 20.4, but may not combine the leaves under each of these provisions.
- (c) In the case of unanticipated illness or hospitalization of a dependent parent, when no one else is able to provide for the needs of the ill person, the Employee may request leave with pay to a maximum of two (2) days paid leave at any one time for this purpose.
- (d) The Employer may require written confirmation from a medical practitioner that the Employee's attendance was required. The cost of the medical report will be borne by the Employer.
- (e) 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.

BCGEU

BCIT

Date: _____

December 2, 2012

To the Union on December 2, 2012

TIME: 1106 PM

2010-14 – Support Staff Compensation Template (CTT)

between

POST SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

("the Employers")

and

BRITISH COLUMBIA GOVERNMENT AND SERVICE EMPLOYEES' UNION ("BCGEU")

and

CANADIAN UNION OF PUBLIC EMPLOYEES ("CUPE")

and

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES ("COPE")

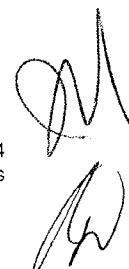
The parties have agreed that the following items will form part of the Memorandum of Settlement between them for the renewal of the local parties' collective agreements that expired in 2010. The parties agree to recommend this template to their respective principals.

All of the terms of the local collective agreements that expired in 2010 continue except as specifically varied below and by the other additions, deletions and/or amendments agreed to during local bargaining.

1. Term of Agreement

The term of the new BCGEU, CUPE, and COPE collective agreements shall be for forty-eight (48) months, effective from July 01, 2010 to June 30, 2014.

In the case of the College of New Caledonia and CUPE Local 4951, the term of the new collective agreement shall be for forty-nine (49) months, effective from June 01, 2010 to June 30, 2014.



2010-14 – Support Staff Compensation Template Table

The continuation language of each local Agreement's Term of Agreement provision, if any, shall remain as it is in the Agreement currently in force.

2. Health Welfare Benefits

Effective February 01, 2013, the Employers agree to amend the applicable local Extended Health Benefit Plan such that reimbursements under the plans will only be issued for prescription drugs that are included under the BC Provincial Pharmacare Formulary.

3. Wage Increase

All wage scales for classifications or positions in the BCGEU, CUPE, and COPE collective agreements shall be increased by the following percentages effective on the dates indicated:

- (a) Effective December 01, 2012, all wage scales in the collective agreements which were in effect on November 30, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (b) Effective March 01, 2013, all wage scales in the collective agreement which were in effect on February 28, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (c) Effective July 01, 2013, all wages scales in the collective agreements which were in effect on June 30, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (d) Effective April 01, 2014, all wages scales in the collective agreements which were in effect on March 31, 2014 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

These wage increases shall apply to all current employees who are members of the bargaining unit.

4. New – Letter of Understanding – Post-Secondary Early Intervention Program

Effective the date of ratification of the local parties' Memoranda of Agreement, the Employers and the Unions agree to the Letter of Understanding - Post-Secondary Early Intervention Program which is attached to this Compensation Template as Schedule "1".

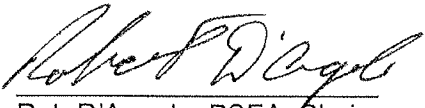
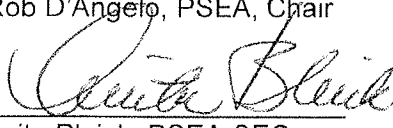
5. Housekeeping

Effective the date of ratification, the Employers and the Unions agree to the following housekeeping amendments:

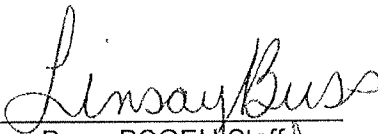
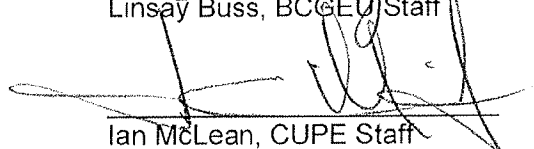
- (a) Delete the Letter of Understanding on the Fiscal Dividend which was agreed to in the 2006 round of bargaining;
- (b) Delete the Letter of Understanding on the Incentive Payment which was agreed to in the 2006 round of bargaining;
- (c) Delete the Letter of Understanding on the Labour Market Adjustment which was agreed to in the 2006 round of bargaining
- (d) Delete the Letter of Understanding on the Joint Early Intervention Program for Employees on Sick Leave or Disability which was agreed to in the 2006 round of bargaining.

Signed by the Parties at Burnaby, British Columbia, on the December 2, 2012.

For the Employers:


Rob D'Angelo, PSEA, Chair

Anita Bleick, PSEA CEO

For the Unions:


Lindsay Buss, BCGEU Staff

Ian McLean, CUPE Staff

Schedule “1”

Letter of Understanding

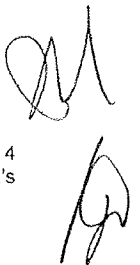
Post-Secondary Early Intervention Program

The Parties agree to develop an Early Intervention Program (EIP) with the following characteristics:

- The purpose of the program is rehabilitative; each employer covered by this agreement will develop an administrative approach to implement the program that will be reviewed with its local union;
- Where an employee is absent for five (5) or more consecutive days of work or where it appears that there is a pattern of consistent or frequent absence from work, the employee may be referred for participation in the EIP. If an employee is referred, the employee must participate in the EIP;
- Assessment of an employee's eligibility for the EIP will continue through the period of the employee's absence;
- The employee will provide the information necessary for the employer, the union, and the disability management services provider to determine the employee's prognosis for early managed return to work;
- The parties jointly must maintain the employee's medical records and related records as confidential; managers will only be provided with information necessary for rehabilitative employment; and
- An employee enrolled into the program is entitled to union representation; the union agrees to maintain the confidentiality of the employee's medical and related records.

The parties will establish a committee of five (5) members each that will develop detailed implementation plans for the Early Intervention Program.

The committee will commence meetings by January 5, 2013 and will conclude by January 31, 2013. In the event that the parties are unable to reach agreement on the program by January 31, 2013, they agree to submit their differences to an arbitrator agreed to by the parties, by February 14, 2013. The arbitrator must adhere to the principles outlined above, and the parties will request that the arbitrator will issue his/her decision on the design of the plan by February 21, 2013 for implementation by March 1, 2013.

Two handwritten signatures are present in the bottom right corner of the page. The first signature is a stylized 'M' or 'W' shape, and the second is a more complex, cursive signature.