

COLLECTIVE AGREEMENT

between the

BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY

and the

B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION (BCGEU)
(SUPPORT STAFF at BCIT)

Effective July 1, 2002 to June 30, 2006

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DEFINITIONS

For the purposes 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 Employees except those Employees for which the BCIT Faculty and Staff Association or BCGEU Vocational Instructors are certified and except those Employees specifically excluded by Statute, employed by the British Columbia Institute of Technology.

- (2) "*classification*" - means the pay grade to which a position is assigned.
- (3) "*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, British Columbia Institute of Technology and Pacific Vocational Institute.
- (4) "*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 a leave of absence.
- (5) "*demotion*" - means a change from an Employee's position to one with a lower maximum salary.
- (6) "*Employee*" - means a member of this bargaining unit and includes:
- (a) "*regular Employee*" - meaning an Employee who is employed for work which is of a continuous full-time or continuous part-time nature.
- (b) "*auxiliary Employee*" - meaning an Employee employed:
- (1) for a duration of six (6) months or less, during peak periods, or to carry out special projects or to replace Employees on vacation, or other leave; or
 - (2) to replace Employees on maternity, adoption, parental leave, subsequent to Article 25.1; or
 - (3) to replace Employees on sick leave with a duration of six (6) months or less; or
 - (4) on an on-call basis in mutually agreed service areas listed in Article 32; or
 - (5) for less than seventeen and one-half (17.5) hours per week; or
 - (6) to replace regular Employees working on special projects, or to replace a regular Employee on leave subsequent to Article 25.1, such appointment shall be for a duration of not more than twelve (12) months, unless prior agreement has been reached by the Parties.

"*Employee*" does not include:

- (a) incumbents of managerial or confidential positions which are mutually agreed to as excluded from this bargaining unit by the Parties to this Agreement;
 - (b) persons excluded by Section 1 of the Labour Relations Code of British Columbia.
- (7) "*Employer*" - means the British Columbia Institute of Technology.
- (8) "*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.

- (9) "*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.
- (10) "*holiday*" - means the 24-hour period commencing at 0001 hours of a day designated as a paid holiday in this Agreement.
- (11) "*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.
- (12) "*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, lodging time, or time spent other than travelling.
- (13) "*lateral transfer*" - refers to the movement of an Employee from one position to another which does not constitute a demotion or promotion.
- (14) "*layoff*" - is a cessation of employment or a reduction of regularly scheduled hours 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 32 of this Agreement.
- (15) (a) "*leave of absence with pay*" - means to be absent from duty with permission and with pay;
(b) "*leave of absence without pay*" - means to be absent from duty with permission but without pay.
- (16) "*pay*" - means rate of compensation for the job.
- (17) "*promotion*" - means a change from an Employee's position to one with a higher maximum salary level.
- (18) "*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.
- (19) "*retraining/orientation*" means:
(a) For the purpose of Article 12 and Article 24, retraining means on-the-job training which may include skills upgrading training courses for Employees who satisfy the basic requirements of the job and where it can be reasonably expected that the job requirements can be met within the probationary period outlined in Article 25 and up to one (1) year for Article 24.
(b) "*comparable*" position means a position within the same pay grade or one or two pay grades below the Employee's current grade.
- (20) "*shift schedule*" - is the pattern or work hours established pursuant to Article 13 to meet the hours of operation.
- (21) "*technological change*" - is defined in Article 24.1.
- (22) "*termination*" - is the separation of an Employee from the Employer for cause pursuant to Articles 10, 11, and 32 of this Agreement.

- (23) “*transfer*” - refers to the movement of an Employee from one (1) geographic location to another.
- (24) “*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.
- (25) “*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.
- (26) “*Union*” - means the B.C. Government and Service Employees’ Union.
- (27) “*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.
- (28) “*work schedule*” - means the roster of work hours and days to meet the annual hours of work.

ARTICLE 1 — PURPOSE AND SCOPE

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 the educational services provided at the British Columbia Institute of Technology. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels of the Institute in which members of the bargaining unit are employed.

1.2 No Conflicting 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.

1.3 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.

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

1.4 Conflict With Regulations of Board of Governors

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.

1.5 Human Rights Code

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

1.6 Use of Terms

- (a) Masculine and feminine - The masculine or feminine gender may be used interchangeably throughout this Agreement. Wherever one gender is used it shall be construed as meaning the other if the facts or context require.
- (b) Singular and plural - Wherever the singular is used the same shall be construed as meaning the plural if the facts so require.

1.7 Personal Rights

- (a) It is understood by both Parties that work not related to the business of the Employer should not be performed on the Employer's time.
- (b) An Employee shall not be required to perform any work of a personal nature for the Employer or its representatives, e.g., personal shopping, banking, correspondence, or similar duties.

1.8 Harassment and Discrimination

- (a) The Union and the Employer are committed to providing a work 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) This policy and procedures may be amended from time to time by mutual agreement of the Parties.
- (d) Notwithstanding Clause 16 of the "*Harassment and Discrimination Policy and Procedures*", it shall remain in effect for the duration of this Collective Agreement.

ARTICLE 2 — UNION SECURITY

All Employees in the bargaining unit shall, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of thirty (30) days as an Employee (subject only to the provisions of Section 11 of the Labour Relations Code).

ARTICLE 3 — UNION RECOGNITION

3.1 Bargaining Unit Defined

The bargaining unit shall consist of all Employees described in Definition #1 except those persons employed in a managerial or confidential capacity.

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 may be referred to the Labour Relations Board for adjudication by either Party.

The Employer shall make every effort 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 Labour Relations Board.

Established or upgraded positions in the bargaining unit shall not be excluded except by mutual agreement or a decision of the Labour Relations Board.

3.2 Bargaining Agent 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.

3.3 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 or Employer's official and any Employee in the bargaining unit covered by this Agreement, pertaining to the interpretation or application of any clause in this Agreement as it applies to that Employee, shall be forwarded to the President of the Union or his/her designate and to the Chairperson of the bargaining unit.

3.4 No Discrimination For Union Activity

The Employer and 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.

3.5 Recognition and Rights of Stewards

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

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

The Chief Steward, the alternate Chief Steward, and steward or his/her alternate from the designated stewards, shall obtain the permission of his/her manager or manager's designate before leaving his/her work to perform duties as a Chief Steward or as a steward. On resuming his/her normal duties, the Chief Steward, alternate Chief Steward, steward or alternate 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;
- (e) receiving and posting all job postings on designated bulletin boards.

The duties of the Chief Steward shall include all of the above and the following:

- (f) representing the Union at Step 2 meetings to examine the facts and the nature of the grievance with an attempt to resolve the dispute.

3.6 Bulletin Boards

The Employer shall provide locking bulletin boards 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.

3.7 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.
- (c) Pursuant to Article 3.7(a), the Union insignia shall be displayed in mutually agreeable, prominent positions on all mobile equipment operated by Employees covered by this Agreement. The Union shall supply and, wherever necessary, replace such emblems of mutually agreeable size and type.

3.8 Right to Refuse to Cross Picket Lines

- (a) All Employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the Labour Relations Code of British Columbia. Any Employee failing to report for duty shall be considered to be absent without pay.
- (b) 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.

3.9 Replacement While On Union Leave

- (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 business which requires them to leave their premises of employment;

- 3) for four (4) Employees who are representatives of the Union on a 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.
 - 5) **the Employer agrees as a matter of principle that the workload of Employees shall not be unreasonably increased as a result of an Employee taking a leave pursuant to Article 3.9(a). The supervisor/manager shall consult with the Employee taking the leave to determine the need to backfill and if the need is immediate.**
- (b) *With Pay* - leave of absence with pay and without loss of seniority will be granted:
- 1) to four (4) Employees who are representatives of the Union on the bargaining committee to leave their employment to carry on negotiations with the Employer;
 - 2) to stewards, or their alternates, to perform their duties pursuant to Article 3.5;
 - 3) to Employees designated to sit as an observer on a selection panel in accordance with Article 25.7;
 - 4) 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.
- (c) *Pay while on Union Leave*

It is understood that Employees granted leave of absence pursuant to this Article shall receive their current rate of pay while on leave of absence with pay. Leave of absence granted under this Article shall include sufficient travel time. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

To facilitate the administration of Subsection 3.9(a) of this Article, when leave without pay is granted, the leave shall be given with pay and the Union shall reimburse the Employer for the appropriate salary costs, including travel time, incurred.

(d) *Local Union Meetings*

The Employer agrees to allow Employees to leave work at 15:30 hours, four (4) times a year for the purpose of attending Union meetings without loss of pay.

The Union agrees to notify the Employer of the dates of such meetings at least two (2) weeks prior to the meeting.

Minimal staff coverage shall be maintained.

It is understood that, where Employees are working a shift which does not end at 16:30 hours, that these individuals are expected to return to work upon the conclusion of the Union meeting.

3.10 Paid Leave, Bargaining Unit Chair

The Parties to the collective agreement agree that it would be beneficial to their relationship if the Chair of the bargaining unit had dedicated time to attend to employment issues directly affecting members of the bargaining unit and/or the Institute. To this end the parties agree that:

- (a) The Institute will provide the Chair of the bargaining unit, or alternate, with twenty five percent (25%) Employer paid time off per year from their normally scheduled hours of work. This twenty-five percent (25%) leave will be in addition to any other Union leave paid for by the Employer on behalf of the Chair of the bargaining unit, or alternate.
- (b) The twenty-five percent (25%) leave will be scheduled with as much advance notice as possible by mutual agreement between the Chair, or alternate, and the Institute.
- (c) The twenty-five percent (25%) leave will be used for functions including, but not limited to the following:
 - (i) attending meetings called by the Institute;
 - (ii) consulting with representatives of the Labour Relations Department;
 - (iii) preparing for grievance meetings; and
 - (iv) meeting with bargaining unit employees.
- (d) Employees who are granted leave under this article shall be replaced where deemed necessary by the Employer.

3.11 Union Facilities

The Union shall be:

- (a) provided with access to printing and duplicating facilities;
- (b) able to purchase stationery and other office supplies from British Columbia Institute of Technology at the same rate as supplied to the internal user;
- (c) provided a parking permit to allow easy access to the administration building;
- (d) have temporary use of an office for the investigation of grievances.

3.12 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.

3.13 Leave of Absence for Institute Committees

Employees whose assigned work schedule would prevent them from attending meetings of an Institute committee to which they have been elected or appointed, will be granted a leave of absence from their duties without loss of pay or entitlements to attend such meetings.

Employees who are granted leave under this article shall be replaced where deemed necessary by the Employer. The cost of this provision will be borne by the Institute.

ARTICLE 4 — CHECK OFF UNION DUES

4.1 Deduction of Dues

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 monthly dues payable to the Union by a member of the Union.

4.2 Assessments

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.

4.3 Method of Deductions

Deductions shall be made biweekly and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.

4.4 Remittance to BCGEU

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 as well as classification of those Employees from whose salaries such deductions have been made together with the amounts deducted from each Employee.

4.5 Union to Advise Employer

Before the Employer is obliged to deduct any amount under Section 4.1 of this Article, the Union must advise the Employer in writing of the amount of its regular monthly 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.

4.6 No Other Deductions

From the date of 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.

4.7 Income Tax Receipts

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 1 of the succeeding year.

4.8 Authorization For Dues Deduction

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 monthly dues payable to the Union by a member of the Union.

ARTICLE 5 — 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 and in the presence of a Human Resources Advisor.**
- (b) The President of the Union, or his/her designate, shall, upon written authority of the 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 Human Resources Advisor or an appropriate designate.

ARTICLE 6 — MANAGEMENT'S RIGHTS

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

ARTICLE 7 — EMPLOYER-UNION RELATIONS

7.1 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.

7.2 Union Representatives

- (a) The Employer agrees that access to its premises will be granted to members of the staff 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. Members of Union staff shall notify the 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.
- (b) The Employer may, upon written request from the President of the Union, or his/her designate, allow reasonable time for an designated representative of the Union on the agenda of any course, training session or seminar for Employees sponsored by the Employer. Such permission will not be unreasonably withheld.

7.3 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.

7.4 Union-Employer Relations

The Union and Employer recognize the mutual value of ongoing joint discussions and negotiations in matters pertaining to working conditions, employment, services and labour management relations.

To this end, the Union Bargaining Committee and Employer representatives agree that in the event either Party wishes to call a meeting under this clause the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than fourteen (14) days after the request has been given.

7.5 Labour/Management Committee

- (a) *Establishment of Labour/Management Committee* - There shall be established a 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.

This Committee may establish Ad Hoc Committees as it deems necessary and shall set guidelines and operating procedure for such committees.

- (b) *Meetings of Committee* - The Labour/Management 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. Meetings must be held no later than fourteen (14) days after the request has been given.
- (c) *Chairperson of Committee* - An Employer representative and a Union representative shall alternate in presiding over meetings as joint chairpersons.
- (d) *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:

- (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the Parties;
- (2) correcting conditions causing grievances and misunderstanding.

7.6 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, who will provide the Employee with a copy of the Collective Agreement. 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) **The Chairperson of the bargaining unit shall be provided with a monthly report containing the names of all new hires, resignations, retirees and/or laid off Employees.**

ARTICLE 8 — GRIEVANCES

8.1 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.

8.2 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated manager. The aggrieved Employee shall have the right to have his/her steward present in 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.

8.3 Time Limits To Present Initial Grievance

An Employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner described in Section 8.4, 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.

8.4 Step 2

- (a) Subject to the time limits in Section 8.3, 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 manager through the Union steward.
- (b) The designated manager 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.

8.5 Time Limit to Reply at Step 2

- (a) Within ten (10) days of receiving the grievance(s) at Step 2, the representative designated by the Employer to handle grievances at Step 2 and the Union Area Staff Representative, Chief Steward or Alternate Chief Steward shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.

- (b) 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 the Step 2 meeting.

8.6 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; or
- (b) within fourteen (14) days after the Employer's reply was due.

8.7 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.

8.8 Failure To Act

If the President of the Union, or 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 their position on any future grievance.

8.9 Time Limit To Submit To Arbitration

Failing satisfactory settlement at Step 3, and pursuant to Article 9, the President of the Union, or designate, may inform the Employer of his/her intention to submit the dispute to Arbitration (Article 9.1), the Alternate Grievance Resolution Procedure (Article 9.9), or Fast Track Arbitration (Article 9.10) within:

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

8.10 Administrative Provisions

- (a) The time limits fixed in this grievance procedure may be altered by mutual consent of the Parties, but the same must be in writing.
- (b) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by registered mail.
- (c) Grievance 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 offices of the Employer or the Union.
- (d) In the event of a work stoppage in Canada Post Office within British Columbia, items shall be hand delivered to the appropriate office of the Employer or the Union.

8.11 Dismissal or Suspension Grievances

- (a) 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.
- (b) 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.

- (c) The Employee, within five (5) working days of receiving the notice may file a grievance directly at arbitration regarding the Employer's action.
- (d) The grievance shall be heard by an arbitration board (or a single arbitrator if mutually agreed) within ten (10) working days of filing. The Chair (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.
- (e) The Parties may each name a nominee to the board, but the nominees must be available on the date acceptable to the chairman.
- (f) The arbitration board shall announce its decision orally or by letter within ten (10) working days of the hearing, with written reasons to follow.

8.12 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.

8.13 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 9 of the Agreement.

8.14 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.

8.15 Effective Date of Settlements

Settlements reached at any step of the grievance procedure in the Article other than 8.13 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 Collective Agreement in effect at the time of occurrence or the date set by a Board of Arbitration.

ARTICLE 9 — ARBITRATION

9.1 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 8, notify the other

Party within thirty (30) days of the receipt of the reply at the 3rd step, of its desire to submit the difference or allegation to Arbitration.

9.2 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:

- (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 9.2(b) of this Article;
- (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.

9.3 Failure to Appoint

If the Parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour of British Columbia.

9.4 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.

9.5 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.

9.6 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.

9.7 Expenses of Arbitration Board

Each Party shall pay:

- (a) the fees and expenses of the arbitrator it appoints; and
- (b) one-half (1/2) of the fees and expenses of the Chairperson.

9.8 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.

9.9 Alternate 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 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.

9.10 Fast Track Arbitration

The Parties agree to the following fast track arbitration process for those grievances filed subsequent to February 7, 1992.

- (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 9.2. 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 10 — DISCIPLINE, SUSPENSION, DISMISSAL

10.1 Principle of Innocence

Both Parties agree that an Employee shall be presumed innocent. In the event the Employer initiates disciplinary action against an Employee which may result in his/her discharge, the procedure outlined herein shall be followed.

10.2 Discipline Procedure

- (a) No Employee shall be disciplined, suspended or dismissed except for just cause, and an Employee shall be dismissed only upon the written authority of the Employer. An Employer representative so designated by the Employer may suspend an Employee but shall immediately report such action to the Employer.
- (b) When an Employee is dismissed or suspended, he/she shall be given the reason in writing in the presence of his/her steward. The President of the Union shall be advised, within five (5) working days, in writing, by the Employer of the reason for such dismissal or suspension.
- (c) The dismissal or suspension shall be subject to the provisions of Article 8.11.

10.3 Right to Grieve

An Employee considered by the Union to be wrongfully or unjustly disciplined, suspended or dismissed shall be entitled to recourse under the grievance procedure, in accordance with Article 8 of this Agreement.

10.4 Burden of Proof

In cases of discipline, suspension and dismissal, the burden of proof of just cause shall rest with the Employer. Evidence submitted by the Employer shall be limited to information in the written notice(s) given to the Employee.

10.5 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by the Employee shall include written censures, letters of reprimand and adverse reports, or performance appraisals. Employees shall be given a copy of any such document placed on their file which might be the basis of disciplinary action. Should an Employee dispute any such entry in their file, they shall be entitled recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record. Upon the Employee's request **in writing to the Manager of Labour Relations**, any written record of a suspension shall be removed from the Employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction. Any other document (other than an official appraisal) shall, at the Employee's request **in writing to the Manager of Labour Relations**, be removed from their 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.

10.6 Right to Have 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.

10.7 Disciplinary Letters

The President of the Union shall receive a copy of all disciplinary letters sent to any members of the Bargaining Unit.

10.8 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 11 — SENIORITY

11.1 Definition of Seniority

Service Seniority means a regular Employee's service with the Employer. Service as an excluded employee shall be credited towards service seniority provided that the Employee commenced his/her employment with the Employer in the BCGEU Support Staff Bargaining Unit. Regular Employees shall be credited with service seniority equivalent to their length of continuous service with the British Columbia Institute of Technology or the Pacific Vocational Institute and Public Service of British Columbia prior to signing of the first Collective Agreement between British Columbia Institute of Technology/Pacific Vocational Institute and the B.C. Government and Service Employees' Union.

11.2 Seniority List

Within sixty (60) days of signing of this Agreement and once every six (6) months thereafter, the Employer will provide to the President of the Union an up-to-date service seniority list showing the seniority date with the Employer. (See Article 11.5—Same Service Seniority Date)

11.3 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 or on educational leave pursuant to Article 19.1, shall not accrue seniority for leave periods over thirty (30) calendar days.

In the case of approved 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) s/he is discharged for just cause;
- (b) subject to Article 11.4, s/he voluntarily terminates his/her employment or abandons his/her position; or
- (c) s/he is on layoff for more than one year.

11.4 Re-employment

A regular Employee who resigns his/her position and within ninety (90) days is re-employed as a regular Employee, shall be granted a leave of absence covering those days absent and shall retain all previous rights in relation to seniority and other fringe benefits, provided he/she has not withdrawn his/her superannuation contributions.

11.5 Same Service Seniority Date

- (a) When seniority is to be the determining factor in the application of a provision of the BCIT/BCGEU Support Staff Collective Agreement, and the affected individuals' seniority dates are found to be within a day of each other, it is agreed by the Parties that the payroll file will be reviewed to determine the number of hours actually worked.
- (b) When two (2) or more regular or auxiliary Employees have the same service seniority hours and when mutual agreement cannot be reached, then seniority shall be determined by chance.

11.6 Bridging of Service

If a regular Employee terminates employment as a result of a decision to raise a dependent child or dependent children, and is re-employed, upon application for credit, s/he shall be credited with length of service accumulated at time of termination for 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;
- (e) Employees who meet the qualifications of (a), (b) and (c) shall be considered in internal competitions. However, for the purpose of this article, previous service seniority in the internal competition shall not be applied.

ARTICLE 12 — LAYOFF AND RECALL

12.1 Notice to Union

The Employer agrees to supply the Union with as much advance notice as possible of expected position redundancies.

12.2 Labour Adjustment

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

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

- Job Sharing
- Reduced hours of work through partial leaves
- Transfers to other areas within the bargaining unit subject to available work and meeting qualifications, with minimal training required
- Paid and unpaid leaves of absence
- Voluntary severance
- Purchasing past pensionable service. If permissible, the Employer will match a minimum of three years' contributions to the appropriate pension plan where an Employee opts for early retirement
- Early retirement incentives
- Secondment
- Retraining
- Trial retirement
- Continuation of health and welfare benefits
- Combinations and variations of the above or other alternatives

- (e) While various options may be considered and offered, there will be no stacking of benefits.
- (f) Once strategies other than layoff have been explored, the Employer may proceed, if need be, with the pre-layoff canvass.

12.3 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 any layoff of Employees under Article 12, canvass in writing 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); or
 - (2) Resignation of an Employee(s) with severance as provided for in Article 12, as well as any payout of outstanding vacation and banked sick leave if applicable; or
 - (3) Where eligible, early retirement (see Article 12.10).
- (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 in writing within five (5) work days, or a longer period agreed to between the parties, 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.

12.4 Auxiliary Employees

When a position redundancy is identified in a department, all auxiliaries in the affected department shall be laid off, providing the remaining Employees in the department have the necessary skills, abilities and qualifications to fill the remaining positions.

12.5 Order of Layoff

In the event a position(s) redundancy is required in a department for regular Employees, then such position redundancy shall occur in reverse order of service seniority within a classification in the affected department.

12.6 Transfers and Placements

- (a) Where a position has been identified by the Employer to be redundant, the Employee occupying the redundant position will be advised in writing by the Employer. When a regular Employee is advised s/he is occupying a redundant position, the Employee shall be given the following option in sequential order:

A regular Employee may be transferred to a regular vacancy provided she/he possesses the skills and abilities to perform the job after a reasonable period of retraining/orientation. The Employee shall be placed on the basis of seniority to a vacancy in accord with (1) through (4) below:

Fill Vacancy	Grade	Department
1. Vacancy	Same	Same
2. Vacancy	Comparable	Same
3. Vacancy	Same	Other
4. Vacancy	Comparable	Other

- (b) If no appropriate regular vacancy is available within five (5) working days of the notice to the Employee in Article 12.6(a) or a longer period agreed to by the parties, then the following shall apply:

The Employer will identify the Employee with the least service seniority within the same or comparable positions and the Employee occupying the redundant position shall be placed in the identified position provided that the Employee possesses the skills, qualifications and abilities to perform the job after a period of retraining/orientation. Such placement will be offered in accordance with the following:

Displacement of Least Senior Employee	Grade	Department
1. Displace	Same	Same
2. Displace	Comparable	Same
3. Displace	Same	Other
4. Displace	Comparable	Other

- (c) (1) For the purpose of the application of 12.6(a) and (b), comparable position means a position within the same pay grade or one or two pay grades below the Employee's current grade.
- (2) For the purposes of the application of this Article, when two (2) or more regular Employees have the same service seniority date and when mutual agreement cannot be reached, then seniority shall be determined by chance.
- (d) (1) Failing placement under either (a) or (b) above within ten (10) working days or a longer period agreed to by the parties, the Employee who occupies a redundant position shall receive layoff notice in accordance with Article 12.8.
- (2) The Employee displaced by placement of a senior Employee under 12.6(b) shall not have the right to displace another Employee, but shall have the right to placement into an available regular vacancy pursuant to 12.6(a). Should there be no available regular vacancy, then the displaced Employee shall be given layoff notice in accordance with Article 12.8.
- (3) In the case of a redundancy or layoff of a single-rated Employee, Article 12.6(a) shall apply. However, Article 12.6(b) regarding displacement and comparable positions shall not apply to single-rated Employees. Comparable positions for displacement by single-rated Employees shall mean all single-rated positions.

12.7 Retraining/Orientation Period

Employees who assume a new position pursuant to this Article will receive job orientation including, where deemed appropriate, current in-service training. For the purposes of the application of this Article, such retraining/orientation period will be for a reasonable period of time not to exceed the probationary period under Article 25. The Employee will be assessed through regular performance appraisals.

12.8 Layoff Notice

- (a) A regular Employee who is issued layoff notice shall receive eight (8) calendar weeks notice of layoff or pay in lieu for that period of time for which work is not made available. Such notice shall not be rescinded without mutual agreement with the Employee once the Employee has elected either of the severance or early retirement options. Upon receipt of such notice an Employee shall elect from the options in Article 12.9.
- (b) The regular Employee who is issued layoff notice resulting from actions taken per Article 12.5 shall elect one (1) of the options identified in Article 12.9.
- (c) An Employee who opts for auxiliary recall and accepts that recall cannot claim the right to notice or pay in lieu pursuant to Article 12.8 when the auxiliary work expires and the Employee returns to layoff status.

12.9 Layoff Options

An Employee who is issued layoff notice shall elect one (1) of the following options within two (2) calendar weeks:

- (a) to be placed on the regular recall list.
- (b) to displace the auxiliary Employee with the longest remaining appointment for which s/he is qualified and/or to be placed on a list for both regular and auxiliary recall.

An Employee electing this option shall accrue regular seniority for all work assignments for which s/he has been recalled; however, the rate of pay for work available under this option shall be commensurate with the actual classification of the work assignment offered.

Upon completion of each work assignment and for the purposes of Article 11.3(c), s/he shall re-establish his/her right to a further twelve (12) months of recall.

- (c) to elect early retirement and, if eligible, to receive the early retirement benefits covered by **Article 18** and in addition to receive severance pay in accordance with Article 12.9(d) below.
- (d) to sever his/her employment and receive severance pay based on total years of service as follows:
 - (1) for the first year of completed employment, three (3) weeks' current salary,
 - (2) for the second year of completed employment, an additional three (3) weeks' current salary,
 - (3) for each completed year thereafter, one-half (1/2) months' current salary.

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

- (e) to defer receiving severance pay pursuant to Article 12.9(d) and remain on recall in accordance with Article 12.9(a).

In the event that such laid off Employee is not recalled to a regular position during the twelve (12) month recall period, they shall be eligible to receive a severance pay amount equal to that which they would have been eligible for had the option pursuant to Article 12.9(d) been elected at the time of their original layoff. The Employee will not receive an amount greater than six (6) months' current salary, as

well as any payout of outstanding vacation and banked sick leave. The twelve (12) month recall period shall not be extended if auxiliary work assignments are accepted by the laid off Employee.

12.10 Early Retirement

A regular Employee who is age fifty- five (55) years or older and has completed ten (10) years of pensionable service as of the effective date of layoff may opt for early retirement and shall be entitled to additional pensionable service equivalent in value to the amount of severance pay outlined in Article 12.9(d), as determined by the Superannuation Commissioner. Benefits under this provision shall not exceed the time that would be required to reach the Employee's maximum retirement age.

12.11 Salary Protection

A regular Employee who is assigned to a regular vacancy, or who displaces a regular Employee which results in a demotion shall receive salary protection in accordance with Article 28.9(b). However, the Employee must accept subsequent job offers to higher rated positions for which s/he has the skills and abilities or forfeit the protection of Article 28.9(b).

12.12 Recall for Regular Employees

- (a) Regular Employees who are laid off shall be placed on a recall list for one (1) year.
- (b) No new regular Employees shall be hired until Employees on the regular recall list are recalled as specified in Article 12.12(c).
- (c) A regular Employee who opts to remain on the recall list shall be recalled in order of service seniority within the comparable classification provided s/he possesses the skills and abilities to perform the job after a period of retraining/orientation.
- (d) The Employer will attempt to reach the regular Employee for regular position(s) by telephone and registered letter(s) for one (1) working week.
- (e) It is the responsibility of the laid off Employee to ensure that the Employer is kept notified of his/her current mailing address, telephone number and availability.
- (f) If the recalled Employee with the highest service seniority is unavailable or refuses work, the Employee with the next highest service seniority in the classification shall be recalled.
- (g)
 - (1) A regular Employee who elects recall option 12.9(a) and 12.9(b) shall remain on the regular recall list for one (1) year from his/her date of layoff or until such time s/he declines three (3) offers of regular work. S/he shall not lose his/her service seniority during that period.
 - (2) However, seniority shall be accrued and wages and other benefits shall be paid only for periods worked.
- (h) When a regular Employee initially displaces an auxiliary Employee in accordance with Article 12.9(b), and there is no break in service, s/he shall remain on the benefit plans for which s/he is eligible, accrue but not be entitled to scheduled vacation leave, and remain covered by the provisions of Article 30.5 for the duration of that appointment.
- (i) A regular Employee on the recall list may continue on the benefit plans for which s/he is eligible (Basic Medical Plan, Dental, Extended Health Care, Accidental Death and Dismemberment, and Group Life) by prepaying the premiums for such coverage.

- (j) When a regular Employee is recalled in accordance with Article 12.9(b) to an auxiliary position of less than four (4) months' duration, s/he shall receive compensation of fifty cents (50¢) per hour, up to a maximum of eighty-five dollars (\$85) per month in lieu of health and welfare benefits. If a regular Employee is recalled to a position of four (4) months or greater, s/he shall receive all benefits outlined in Article 30.
- (k) A regular Employee on the recall list is entitled to access the Educational Assistance Fund under the provisions of Article 19. Any payment of wages from the Fund will not extend the recall period.

ARTICLE 13 — HOURS OF WORK

Preamble

The Parties recognize the Employer's right to establish hours of operation and to schedule work to provide required services and to fulfill the functions of the work unit.

13.1 Hours of Work

The annual hours of work exclusive of meal periods taken away from the work station but including paid holidays will be 1827, which is equivalent to an average of thirty-five (35) hours per week.

13.2 Work Schedules

Work schedules shall be established by mutual agreement between the Employer's designate and the Employees at the local level in accordance with the terms of this Agreement.

- (a) Except as otherwise provided, the normal workweek for Employees covered by this Agreement shall consist of five (5) consecutive days between Monday and Friday inclusive.
- (b) Except as otherwise provided, the workday shall be seven (7) hours duration exclusive of meal periods and these hours shall be scheduled between 700 and 1730 hours.
- (c)
 - (1) For all Employees hired prior to January 1, 1977 at the pre-merger BCIT, the standard workweek for non-shift Employees shall consist of five (5) consecutive days, from Monday to Friday inclusive.
 - (2) For all Employees recruited to positions after January 1, 1977, the workweek may be scheduled on any five (5) consecutive days from Sunday to Saturday, provided that:
 - (i) the position is advertised as having an irregular workweek;
 - (ii) the irregular workweek is constant on the same days each week;
 - (iii) the standard workweek will be thirty-five (35) hours per week.
 - (3) Standard hours and working times for the clerks in the Library (Circulation) and Part-Time Studies/Continuing Education who are required to work a second shift shall be covered by the following provisions:
 - (i) The workweek shall be thirty-four (34) hours per week for the second shift.
 - (ii) The hours of work for the second shift shall be Monday to Thursday, between 1300 hours and 2300 hours.

- (iii) The standard workday shall be eight and one-half (8½) hours per day for the second shift.
 - (iv) Shift schedules shall be drawn up and posted by the Employees within the departments listed above.
 - (v) Employees on the second shift shall be entitled to overtime compensation after eight and one-half (8½) hours of work in a regularly scheduled workday as in Article 15 of this Agreement.
- (d) Changes in shift scheduling and starting and finishing times shall be established at the local level and shall conform with the provisions of this Agreement. The new schedules once agreed upon shall be posted as per Article 14.3.
- (e)
 - (1) If either Party wishes a change to existing work schedules, it shall provide the other Party with the earliest possible advance notice.
 - (2) If a change is requested only at the local level, the notice shall be given to the appropriate Union steward or designated Employer representative. If a change is requested which involves more than one worksite, notice shall be given to the President of the Union or designated Employer official.
 - (3) The Parties shall have fourteen (14) days from the date notice is given to reach agreement on work schedules.
 - (4) If the Parties are unable to reach agreement within fourteen (14) days, either Party may refer the matter to arbitration pursuant to Article 9 of this Agreement.
 - (5) The Party requesting a change from what has been previously agreed to shall bear the onus for justifying the change.
- (f)
 - (1) In the event there is a dispute between Parties at the local level, the Employer may implement, on an interim basis, a new or changed work schedule by giving fourteen (14) days notice, providing the length of workday is not increased beyond nine (9) hours and providing the change is necessary because of an introduction of a new program or a change to the hours of operation. However, under extenuating circumstances the fourteen (14) days' notice may be concurrent with the period of notice in (e)(3) above.
 - (2) Where the proposed change is within existing hours of operation, no change shall be made without mutual agreement or an arbitrator's ruling.

The Parties recognize that in reaching mutual agreement on work schedules in accordance with the provisions of the Article, the following will apply:

- (i) work schedules shall meet the hours of operation and shall consider unusual or seasonal demands and functionally linked work groups within and without the Bargaining Unit;
- (ii) work schedule changes, within existing hours of operation, must not result in increased cost to the Employer and where possible shall result in decreased cost and/or improved efficiency and/or improved service to the public. The onus of proof shall be on the Employer to prove decreased cost;
- (iii) consideration shall also be given to Employee preferences, fairness and equity;

- (iv) where mutual agreement is not achieved and the matter is referred to arbitration, the Arbitrator shall abide by the following rules:
 - a) the decision must not be retroactive;
 - b) the hours of work schedule awarded shall not contain scheduled overtime;
 - c) the decision must not interpret the Collective Agreement except for the provisions of 13.2(f);
 - d) the decision must accord with the agreed upon terms of reference referred to above.
- (g) Notification Regarding Changes in Hours of Operation - Except in the case of emergency, the Employer will give the Union forty-five (45) days' notice of anticipated changes in work schedules as a result of changes in the hours of operation.
- (h) If any of the provisions of the Article are in conflict with or are restricted by any provision of this Agreement, the provisions of this Article will apply.

13.3 Clean-up Time

Employees shall be allowed reasonable time during the workday or shift for clean-up purposes, including changing out of uniforms.

13.4 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 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; however, a single rest period of thirty (30) minutes may be taken during the second and third shift subject to approval by the Union. Rest periods shall be taken without loss of pay to the Employee. However, the provisions covering rest periods may be altered by mutual agreement between the Employer and the Union.

13.5 Meal Periods

- (a) Meal periods shall be scheduled as close as possible to the middle of the workday or shift and to correspond to dining room facilities. The length of the meal period shall not be less than thirty (30) nor more than sixty (60) minutes.
- (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 at the applicable overtime rate.

13.6 Standby

- (a) Where regular Employees are required to stand by to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated at straight time in the proportion of one (1) hour's pay for each three (3) hours' standing by. An Employee designated by the Employer for stand by shall be immediately available for duty during the period of standby at a known telephone number. No standby payment shall be made if an Employee is unable to be contacted or to report for duty when required. The provisions of this section do not apply to

part-time Employees who are not assigned a regular working schedule and who are normally required to work whenever called.

- (b) Employees required to stand by under paragraph (a) will not be required to stand by on two (2) consecutive weekends or two (2) consecutive designated paid holidays, except by mutual agreement. The provisions of this paragraph will not apply in emergency situations.

13.7 Conversion of Hours

- (a) *Lieu Days*

Where an Employee is granted a lieu day pursuant to Article 16.3 or 16.4 of this Agreement, the time off granted will be seven (7) hours per lieu day for a full-time Employee and prorated for a part-time Employee.

Days off in lieu of Paid Holidays shall be scheduled by mutual agreement and taken within sixty (60) days following the Paid Holiday. If the lieu day is not taken within the sixty (60) days, it shall be immediately scheduled on the vacation roster. This clause does not apply where the days in lieu of Paid Holidays are built into the shift pattern.

- (b) *Vacation*

Where an Employee is granted vacation pursuant to Article 17.1 of this Agreement, and where the regularly scheduled workday is greater than seven (7) hours per day, the annual vacation entitlement shall be converted to hours on the basis of a seven (7) hour day and deducted accordingly.

- (c) *Designated Paid Holidays*

Where an Employee is granted a designated paid holiday pursuant to Article 16 of this Agreement, the time off granted will be seven (7) hours per day per designated Paid Holiday for a full-time Employee and prorated for a part-time Employee.

13.8 Points of Assembly and Work Start Times

- (a) Where a work unit is staffed by Employees who are covered by 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.

- (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.

13.9 Flextime

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

- (1) choose their starting and finishing times;
- (2) choose their length of workday within a maximum of ten (10) hours, subject to meeting the required annual hours of work in accordance with this Agreement, through a specified averaging period of seventy (70) hours per two (2) week period.

- (b) The full-time Employee on flextime who has a day of absence, whether with or without pay, will be deemed to be absent for seven (7) hours providing at least seven

(7) hours are required to complete the averaging period. If less than seven (7) hours are required to complete the averaging period such number of hours will be deemed to be hours of absence.

13.10 Modified Workweek

- (a) Where there is mutual agreement between the Union's designate and the Employer's designate at the local level for a modified workweek, work schedules may be arranged on one (1) of the following bases:
- (1) Five (5) day, four (4) day work schedule with the extra day off being scheduled by mutual agreement at the local level on Mondays or Fridays. The nine (9) workdays within the two (2) week period shall be seven (7) hours and fortyseven (47) minutes in duration.
 - (2) Four (4) days on, three (3) days off. The workday shall be eight (8) hours and forty-five (45) minutes in duration with the extra day off being scheduled consecutively with the two (2) days of rest.
 - (3) The workday shall be seven (7) hours and thirty (30) minutes in duration with the extra time worked accumulated and
 - (i) scheduled by mutual agreement at the local level as a day off every three (3) weeks on Monday or Friday, or
 - (ii) scheduled by mutual agreement at the local level as lieu days pursuant to 13.7(a) of this Agreement.
 - (4) The foregoing work schedules shall be subject to the following provisions:
 - (i) It is understood that the implementation of modified workweek schedules is dependent on receiving confirmation from the Employer prior to implementation.
 - (ii) There shall be equitable rotation of the extra days off as mutually agreed at the local level.
 - (iii) Pursuant to Article 13.7(b) of the Agreement, for vacation purposes Employees shall remain on the agreed work schedules and vacation entitlement shall be converted to hours. The scheduled daily hours shall be deducted from the vacation entitlement for each day of vacation taken.
 - (iv) Pursuant to Article 13.7(c) of this Agreement, any shortfall arising from designated paid holidays falling within the schedule shall be scheduled by mutual agreement within the two (2) week period following the designated holiday.
- (b) If there is not mutual agreement, an Employee may refer their request to the Joint Labour/Management Committee for recommendation.

13.11 Earned Time Off

- (a) The annual work schedules may incorporate "seasonal periods". The seasonal periods shall not exceed a total of ten (10) months. For the purpose of the Agreement, the terms "seasonal period" shall be considered to be the traditional seasonal period of increased activity for the Employees involved.

- (b) Employees in service areas, and/or departments mutually agreed upon by the Parties, may elect seasonal hours of work provided that the number of consecutive days worked does not exceed fourteen (14).
- (c) Where operational requirements preclude all Employees from making this election, seniority shall be the determining factor.
- (d) Where, surplus days are to be scheduled, they shall be scheduled during the nonseasonal part of the annual schedule.
- (e) All Employees selecting hours of work pursuant to 13.11 shall schedule their annual vacation entitlement during the non-seasonal period to which their surplus days shall be attached.
- (f) Where operational or other requirements preclude either the scheduling of all surplus days or the Employees' full vacation entitlement during the non-seasonal period, the following shall apply:
 - (1) the balance of the annual vacation entitlement shall be scheduled in accordance with Article 17.4 or carried over pursuant to Article 17.12; and/or
 - (2) the balance of earned surplus days shall be scheduled during the seasonal period subject to operational requirements and to any vacation entitlement arising from preference gained by seniority; and/or
 - (3) the balance of earned surplus days shall be attached to the following annual vacation leave or paid out at the Employee's option.

13.12 Definitions and Other Conditions

- (a) For the purpose of this section of this Agreement, the following definitions apply:
 - (1) "*fixed-location Employees*" means those Employees who spend all or the greater part of their time at a business office where they generally perform their duties on a regular daily shift basis.
 - (2) "*field Employees*" means those Employees who spend all or the greater part of their time away from their business office.
 - (3) "*business office*" means the place at which a fixed-location Employee normally carries out his/her duties or at which a field Employee normally receives his/her office correspondence and work assignments.
- (b) The Parties recognize the historical flexibility of working hours performed by the field Employee using his/her own discretion as to the most effective application of those hours to meet operational requirements. The Parties agree to the continuation of this practice.
 - (1) Except for recording vacation, sick leave, overtime and/or compensatory time off, and approved absences with or without pay, and unless specific job requirements necessitate it, the field Employee will not generally be required to record his/her time.
 - (2) Time spent in travel in excess of the time spent in travel from the Employee's residence to his/her business office and return shall be considered as time worked.

ARTICLE 14 — SHIFT WORK

Preamble

Where the hours of operation require Employees to be scheduled for work outside the standard hours listed in Article 13.2(a) and (b), shift schedules shall be established by mutual agreement at the local level. The shift patterns shall be five (5) days on and two (2) days off unless otherwise agreed to by the Parties to this Agreement. Once the shift pattern and the length of the meal period have been agreed to, the length of the workday will be as required to meet the annual hours outlined in Article 13.1 of this Agreement. This clause shall not apply to those Employees covered by Article 13.12 of this Agreement.

14.1 Definition of Shift For Shift Premium

- (a) Definition of shift:
- (1) All hours worked on any shift which starts between 04:30 and 13:59 inclusive, shall be considered a day shift.
 - (2) All hours worked on any shift which starts between 14:00 and 20:59 inclusive, shall be considered afternoon shift.
 - (3) All hours worked on any shift which starts between 21:00 and 04:29 inclusive, shall be considered a night shift.
- (b) Shift premium (full-time Employees):
- sixty (60) cents per hour for afternoon shift.
 - seventy (70) cents per hour for night shift.

14.2 Shift Premium Entitlement

- (a) Employees working an afternoon or night shift as defined in Article 14.1(a)(2) and 14.1(a)(3) shall receive a shift premium for all hours worked on the shift.
- (b) An Employee working a full shift not in receipt of a shift premium pursuant to 14.1(b) and working a shift which begins between 11:00 and 13:59 inclusive, shall receive the afternoon shift premium for all hours worked after 14:00.
- (c) A part-time Employee will receive a shift premium of sixty (60) cents per hour for all hours worked on a shift more than half of which is regularly scheduled between 18:00 and 06:00, except that an Employee regularly scheduled to start between 22:00 and 02:00 will receive instead a shift premium of seventy (70) cents per hour.
- (d) Employees covered by flextime and modified workweek agreements, who, by their own volition, choose to begin their shift at a time which qualifies them for a shift premium shall not be entitled to the premium. Employees who are required to begin their shift at a time which qualifies them for a shift premium shall receive the appropriate premium in accordance with Article 14.2 of this Agreement.
- (e) Shift premiums will apply to overtime hours worked in conjunction with a shift. An Employee who is called out between 21:00 and 04:29 shall receive the night shift premium for each hour worked during the call-out period up to the commencement of his/her regularly scheduled shift.

14.3 Notice of Work Schedules

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

- (a) In the event that the shift schedule for a regular Employee or an auxiliary Employee working a schedule shift roster is changed without forty-eight (48) hours' advance notice and if such change is the result of 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 s/he changed.
- (b) In the event that an Employee's shift is changed without five (5) days' advance notice and the change results from causes other than defined in Article 14.3(a), the Employee shall receive pay at the applicable overtime rate for work performed on the first shift to which s/he changed, except that if the change results from no fault of the Employer s/he shall not receive pay at overtime rates but shall receive the premium defined under 14.3(a).

14.4 Short Changeover

- (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 the next shift, overtime rates apply to hours worked on the succeeding shift within the twenty-four (24) hour period.
- (b) In Campus Food Services and Continuing Education, where there is no Friday evening operation, this short-shift changeover shall be twenty (20) hours instead of the twenty-four (24) hours as specified in Article 14.4(a).

14.5 Exchange of Shifts

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

14.6 No Payback for Shortfall

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

14.7 Change of Work Location

Except in the case of temporary assignment changes for a duration of less than one (1) month, and except in the case of emergencies the Employer will give a regular Employee two (2) weeks' advance notice in writing stating the reasons, prior to implementing any change in the Employee's designated work location.

14.8 Allocation of Shifts

Where the Parties to this Agreement determine that shifts are to be rotated, such shifts shall be rotated on an equitable basis.

14.9 Split Shifts

No shift shall be split for a period longer than the regularly scheduled meal period. The application of this clause to Employees described in Article 13.10 shall be at their discretion.

14.10 Report of Inability to Work a Shift

Notice of an Employee's inability to work a shift or come to work at the appointed time shall be given to the Employer by the Employee at the earliest possible time before the shift because of the difficulty of obtaining replacements on short notice.

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 two times 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:
 - (1) the scheduled daily hours; or
 - (2) the maximum daily hours for those Employees on flextime; or
 - (3) the agreed averaging period.
- (b) For the purposes of calculating the hourly rate for overtime, an Employee's monthly rate shall be divided by the monthly hours, 152.25 or the bi-weekly rate of seventy (70).

- (c) Overtime shall be compensated in thirty (30) minute increments, however, Employees shall not be entitled to any compensation for periods or overtime of less than five (5) minutes per day.

15.4 Recording of Overtime

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

Where the Employee opts for payment in cash, the Employer shall make every reasonable effort to make payment by the end of the month following the month in which:

- (a) overtime was worked, and/or
- (b) cash payment was elected as provided for in Article 15.6 of this Agreement.

15.5 Sharing of Overtime

Overtime work shall be allocated equitably considering availability, suitability 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.

- (b) Employees shall have the option of being compensated for overtime in cash or compensatory time off.

If the Employee elects to take compensatory time off the Employer shall make every reasonable effort to schedule such time off by mutual agreement within sixty (60) days from it being earned.

If mutual agreement on the scheduling of compensatory time off cannot be reached the Employee may elect, at any time after the sixty (60) days to receive payment for such unscheduled compensatory time off.

- (c) 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 Christmas and New Year's when the additional compensation shall be at the rate of double time and one-half for all hours worked.
- (d) An Employee on travel status who is required to travel on 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.
- (e) Upon written request, an Employee may receive notification in writing of any accumulated compensatory time off as of February 15 of each year.

Any overtime due at March 31 or on termination shall be paid in cash.

15.7 Overtime Meal Allowances

- (a) An Employee who is required to work a minimum of two and one-half (2½) hours overtime before or after his/her scheduled hours of work, shall be provided with a meal or shall be reimbursed nine dollars (\$9.00). A meal break of one-half (½) hour with pay shall be given at the overtime rate. This section shall not apply to an Employee who is on travel status which entitles him/her to claim for lodging and/or meals.
- (b) If the Employee continues to work overtime beyond three (3) hours, a further meal or allowance and a 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 one-half hour notice to permit preparation of the meal normally taken to work, the Employer shall provide the meal or pay the overtime meal allowance.
- (d) In the case of an Employee called out on overtime to work on a rest day, this section will apply only to hours worked outside 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 (1) benefit for each meal.

15.8 No Layoff to Compensate for Overtime

Employees shall not be required to lay off 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. An Employee on stand-by shall not have the right to refuse call-out for overtime work.

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.

15.11 Callout Provisions

- (a) Callout Compensation - A regular Employee who is called back to work outside his/her regular working hours shall be compensated for a minimum of three (3) hours at overtime rates. S/he shall be compensated from the time s/he leaves his/her home to report for duty until the time s/he arrives back having proceeded directly to and from work.
- (b) Callout time which abuts the succeeding shift:
 - (1) If the callout is for three (3) hours or less, the Employee will be required to work the callout period and the whole of the abutting shift. In this case, compensation

shall be overtime rates for the callout period and straight-time rates for the regular shift.

- (2) If the callout is for longer than three (3) hours, the Employee will be required to work the callout period and a portion of the abutting regular shift. The portion of the regular shift which must be worked will be regular shift less the amount that callout exceeds three (3) hours. Compensation shall be at overtime rates for the callout period and straight time for the regular shift without shortfall.
 - (3) For the purpose of (1) above it is agreed that "callout" means that the Employee has been called out without prior notice.
- (c) Overtime or callout which does not abut the succeeding shift:
- (1) 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.
 - (2) In a callout situation where at least three (3) hours which do not abut the succeeding shift are worked in the ten (10) hours preceding the start of the regular shift, there shall be an elapsed time of eight (8) hours between the end of callout and the time the Employee reports for duty on his/her next regular shift, with no shortfall out of the regular shift.
 - (3) 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.
- (d) Time spent by an Employee travelling to work or returning to his/her residence before and after callout shall not constitute time worked but shall be compensated at the overtime rate.
- (e) Should the Employee be required to work that period which is considered free from work in the regular shift, as provided for in 15.11(b)(2) and (c)(2), then that portion of the shift shall be compensated at overtime rates.

15.12 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 worked on the next regular shift.

ARTICLE 16 — HOLIDAYS

16.1 Paid Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Eve Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day
B.C. Day	New Year's Eve Day
Labour Day	

Any holiday proclaimed as a holiday by the Federal, Provincial or Municipal Government for the locality in which the 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 some other day, the following Monday, (or Tuesday, where the preceding Section already applies to the Monday), shall be deemed to be the holiday for the purpose of this Agreement.

16.3 Holiday Falling on a Day of Rest

- (a) When a paid holiday falls on a Employee's day of rest, the Employee shall be entitled to a day off with pay in lieu.
- (b) If an Employee is called to work on the day designated as a lieu day pursuant to (a) above, s/he shall be compensated as described in Article 15.6(a). (See Article 13.7(a)—Lieu Days)

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 for hours worked, plus a day off in lieu of the holiday. The scheduling of the lieu day shall be in accordance with this Agreement. (See Article 13.7(a)—Lieu Days)

16.5 Holiday Coinciding with a Day of Vacation

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

16.6 Christmas or New Year's Day Off

The Employer agrees to ensure that the Employees required to work shift shall have at least Christmas Day or the following New Year's Day off.

16.7 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 forty- five (45) working days preceding his/her holiday, in which case s/he shall receive the higher rate.

ARTICLE 17 — VACATION

17.1 Annual Vacation Entitlement

- (a) A regular full-time Employee hired after January 1, 1987 who has earned at least ten (10) days' pay for each calendar month will have an annual vacation entitlement for the vacation year of:
 - (1) pro rata of fifteen (15) working days in the Employee's first year of employment;
 - (2) fifteen (15) working days per annum during the Employee's first two (2) complete years of continuous service;

- (3) twenty (20) working days during the Employee's third (3rd) complete year of continuous service;
 - (4) one (1) additional working day for each completed year of continuous service over three (3) years to a maximum of ten (10) additional days;
 - (5) thirty (30) working days per annum during the Employee's thirteen (13) to fifteen (15) complete years of continuous service;
 - (6) one (1) additional working day for each complete year of continuous service over fifteen (15) complete years to a maximum of thirty-five (35) days.
- (b) The calendar year in which an Employee's first anniversary falls shall be his/her first vacation year, with the following exception: if an Employee begins his/her employment with the Employer in January of a calendar year, and works 10 days in January, that calendar year shall be his/her first vacation year. For the purpose of additional leave entitlement, the calendar year in which the Employee's second anniversary falls shall be his/her second vacation year, etc.
- (c) During the first partial year of service, a new regular Employee will earn vacation at the rate of 1.25 days for each month for which s/he earns ten (10) days' pay. During this first partial year of service, the Employee shall be entitled to take any earned vacation prior to December 31. The scheduling of this vacation time is subject to the provisions of Article 17.
- Subject to Article 17.14, any unused vacation earned during the first partial year will be paid to the Employee at December 31 of that year.
- (d) During the first and subsequent vacation years an Employee will earn one-twelfth (1/12) of the annual entitlement for each month in which the Employee has received at least ten (10) days' pay at straight-time rates. Where an Employee has taken more vacation than earned on the foregoing basis, the Employer shall recover the unearned portion on December 31 of that year, or on termination.
- (e) Employees engaged on a part-time basis shall be entitled to annual vacation on a pro rata basis.
- (f) All regular Employees who were previously covered under the Pacific Vocational Institute/B.C. Government and Service Employees' Union certification will become eligible for vacation entitlement in accordance with Article 17.1 of the new Collective Agreement.
- (g) All regular Employees who were previously covered under the British Columbia Institute of Technology/B.C. Government and Service Employees' Union certification will retain his/her vacation entitlement during the period of transition to the revised schedule.

17.2 War Service

- (a) Service with the Active Forces of the Crown during any war may be counted in the calculation for vacation leave entitlement after the Employee has completed one (1) year's service with the Employer.

This regulation applies solely to those who served as members of the Commonwealth Forces.

- (b) Duration of Wars (Recognized Dates) - the recognized dates of duration of the following wars are:

World War II: from September 2, 1939 to June 30, 1947;

Korean Conflict: from August 7, 1950 to June 27, 1953.

- (c) Discharge certificates must be presented before war service is recognized.

17.3 Merchant Marine Service

Service on the high seas (deep sea) during World War II may be credited toward the service requirement for vacation purposes. Employees are required to submit certified records of their deep sea time for assessment by the Employer.

17.4 Calculation of Annual Vacation Entitlement

For the purposes of calculation of annual vacation entitlement, the vacation year is considered to be January 1 to December 31 of each year.

17.5 Prime Time Vacation Period

Subject to the provisions of this Article, it is the intent of the Parties that no Employee shall be restricted in the time of year s/he chooses to take his/her vacation entitlement. However, all Employees shall be allowed to take their vacation entitlement during the period April 1 - September 30 of each year inclusive, which shall be defined as the prime time vacation period.

17.6 Vacation Preference

- (a) Preference in the selection and allocation of vacation time shall be determined on the basis of service seniority in each work unit. Where an Employee chooses to split his/her vacation, his/her second choice of vacation time shall be made only after all other Employees concerned have made their initial selection.
- (b) Regular vacations shall have priority over banked vacation time during the prime time vacation period.
- (c) **Regular Employees on an approved leave of absence greater than thirty (30) days at the time vacation schedules are circulated will be notified in writing. Within two (2) weeks, the Employee will then advise the Employer in writing of his/her vacation preference for the current calendar year.**

17.7 Vacation Schedules

The scheduling and taking of vacations shall be on a calendar-year basis.

- (a) Vacation schedules shall be circulated January 1st and the completed schedule shall be posted no later than March 1st of each year for the current calendar/vacation year.
- (b) An Employee who does not exercise his/her seniority rights within two (2) weeks of receiving the vacation schedule shall not be entitled to exercise those rights in respect to any vacation time previously selected by an Employee with less seniority.
- (c) An Employee who voluntarily transfers to another work location where the vacation schedule has already been completed will not be entitled to exercise his/her seniority rights with respect to that vacation schedule. However, every effort will be made to grant vacation at the time of the transferred Employee's choice.

- (d) An Employee transferred by the Employer shall maintain his/her vacation period and no other Employee's vacation time shall be effected thereby.
- (e) The Employer shall make every reasonable effort to contact Employees who are absent in order to establish such Employees' preference for vacation.

17.8 New Employees

An Employee earns but is not entitled to receive vacation leave during his/her first three (3) months of continuous employment.

17.9 Scheduled Vacations

Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between Employee and Employer.

17.10 Vacation Pay

- (a) Payment for vacations will be made at an Employee's regular rate of pay except if an Employee has been working in a higher paid position for a majority of the forty-five (45) working days preceding his/her vacation, in which case s/he 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 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 issued during the vacation period.
- (c) When a payday falls during a regular Employee's vacation, the Employee shall be entitled to have the paycheque forwarded to a mailing address supplied by the Employee in writing.
- (d) *Conversion of Hours* - where an Employee is granted vacation pursuant to this article, and where the regularly scheduled workday is greater than seven (7) hours per day, the annual vacation entitlement shall be converted to hours on the basis of a seven (7) hour day and deducted accordingly.

17.11 Approved Leave of Absence With Pay During Vacation

When an Employee is qualified for sick leave, bereavement, or any other approved leave with pay during his/her vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An Employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven (7) days of returning to work.

17.12 Callback on Vacation

- (a) Employees who have commenced their annual vacation shall not be called back to work except in cases of extreme emergency.
- (b) When, during any vacation period, an Employee is recalled to duty, s/he shall be reimbursed for all expenses incurred thereby in proceeding to his/her place of duty and in returning to the place from which s/he was recalled upon resumption of vacation. Such reimbursement to be paid 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 s/he was recalled shall not be counted against his/her vacation entitlement.

17.13 Vacation Carryover

- (a) Employees may carryover up to five (5) days per annum of annual vacation entitlement. Employees shall not be permitted to carry a bank vacation entitlement of more than ten (10) days at any one time.

Employees shall not receive cash in lieu of vacation time except upon termination.

- (b) Employees who, due to illness, are unable to schedule/reschedule all of their vacation days during the current vacation year, shall be entitled to carryover unused days to the extent permitted under Article 17.14(a) and to have the remaining vacation days paid out on December 31 of the year in which they were earned.

17.14 Earned But Unused Vacation Entitlement - Death

Earned but unused vacation entitlement shall be made payable upon the Employee's death, to the Employee's dependent, or where there is no dependent, to the Employee's estate.

ARTICLE 18 — RETIREMENT

18.1 Vacation Leave on Retirement

An Employee scheduled to retire and to receive a Superannuation allowance under the Employer's applicable pension plan or who has reached the mandatory retiring age, shall be granted full vacation entitlement for the final calendar year of service.

The "*final calendar year of service*" means the calendar year in which the last day s/he reports for duty falls.

18.2 Pre-Retirement Leave

An Employee scheduled to retire and to receive a superannuation allowance under the Employer's 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. The special cash payment or paid leave will be paid at the Employee's regular rate of pay and will not include any additional monies such as allowances or substitution pay.

18.3 Retirement Allowance

Upon retirement from service, an Employee who has completed twenty (20) years of continuous service, and who under the provisions of the applicable Pension Acts 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. It is understood that this benefit is not payable in addition to that provided by Section 49 of the Public Service Act.

ARTICLE 19 — EDUCATIONAL ASSISTANCE

19.1 BCIT Education Courses

Employees will be able to take any Part-time Studies/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; and
- (c) there are no additional material or instructional costs incurred to the Institute such as in Distance Education or Clinical courses.

ARTICLE 20 — LEAVES OF ABSENCE

20.1 Bereavement Leave

- (a) In the case of bereavement in the immediate family, an Employee not on leave of absence without pay shall be entitled to special leave at 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) working days.
- (b) Immediate family is defined as an Employee's parent, spouse, child, brother, sister, parent-in-law, common-law spouse, or any other relative permanently residing in the Employee's household or with whom the Employee permanently resides.
- (c) In the event of the death of the Employee's grandparents, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, the Employee shall be entitled to special leave for one day for the purpose of attending the funeral.
- (d) If an Employee is on annual leave at the time of bereavement, the Employee shall be granted bereavement leave and be credited the appropriate number of days to annual leave credit.

20.2 Maximum Leave Entitlement

Maximum leave entitlement under Articles 20.3, 20.4, and 20.11 shall not exceed a total of ten (10) workdays per calendar year, unless additional special leave is approved by the Employer.

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 - 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).

20.4 Family Illness

- (a) In the case of illness of a dependent 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 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.

20.5 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 of a maximum of ninety (90) days;
- (b) for Employees selected for 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; or
- (d) for an Employee elected to a position in the B.C. Government and Service Employees' Union. The leave shall be for a period of two (2) years and shall be renewed upon request.

20.6 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 s/he is aware that such leave is required.

20.7 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.

20.8 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.

20.9 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.

The Employer may, at its sole discretion, grant an unpaid leave of absence to an Employee for any other reason.

The Employer shall not be required to pay any premiums or contributions on behalf of an Employee who is on a general leave of absence for ten (10) or more of his/her scheduled workdays in a calendar month. However, an Employee on leave under this Article shall be allowed, to the extent permitted by the plans, to pay both the Employer and Employee share of the premiums/contributions for medical, extended health, dental, group life, LTD and superannuation coverage for each calendar month in which they are on leave for ten (10) or more of their scheduled workdays.

20.10 Definition of a Child

Wherever 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.

20.11 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 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 fulltime absence will be charged to the entitlement described in Article 20.2.
- (b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Article 20.2 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.

20.12 Special Leave for Religious Holidays

Upon request, an Employee shall be granted up to two (2) days per year for the observance of religious holidays not already acknowledged in the Collective Agreement. Employees shall provide the Employer with two (2) weeks' notice of their intention to take a leave. Where the leave is approved, the Employee shall have the option of taking a leave without pay, taking a vacation day or using accumulated overtime.

ARTICLE 21 — MATERNITY, PARENTAL & ADOPTION LEAVE

21.1 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 **fifty-two (52)** consecutive weeks. Should the pregnant Employee opt for parental leave under Article 21.3, this period of twelve (12) weeks will be included in the **fifty-two (52)** 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 10.10.
- (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 21.3.
- (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.

21.2 Adoption Leave

- (a) Upon request and on completion of the initial probation period, an Employee shall be granted leave of absence without pay for up to thirty seven (37) weeks following the adoption of a child. The Employee shall have to furnish proof of adoption.
- (b) When both parents are Employees of the Employer, the total period of adoption leave to be taken by either or both parents is thirty seven (37) weeks. The leave shall only be granted to one (1) Employee parent at a time. The parents shall decide the periods which either or both of them will take the leave and will work with their respective manager(s) to enable accommodation of the leave request(s).
- (c) Parental leave under the provisions of Article 21.3 will be included in the thirty seven (37) weeks maximum adoption leave period.

21.3 Parental Leave

Notwithstanding Article 21.1(h), 21.2(c) and 21.3(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 thirty seven (37) 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 fifty-two (52) 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 21.1. 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 21.2(a).

21.4 Benefits and Vacation

- (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 longterm 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 longterm disability and shall pay the Employer's share of these premiums to a maximum period of six (6) months.
- (d) Notwithstanding Articles 17.1(a) and 17.14, 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 17.14.

21.5 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 11—Seniority, Article 12—Layoff and Recall, Article 17—Vacation and Article 30—Benefits, of this Agreement.

21.6 Supplemental Employment Benefit for Maternity and Parental Leave

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

- (a) For up to fifty two (52) weeks of maternity leave, an Employee who is the birth mother shall receive an amount equal to the difference between the Employment Insurance benefits and seventy-five percent (75%) of her salary calculated on her average base salary.
- (b) For up to a maximum of thirty-seven (37) weeks of parental leave, the spouse, the biological father, the common-law partner or adoptive parent who is caring for the child shall receive an amount equal to the difference between the Employment Insurance benefits and seventy five percent (75%) of the Employee's salary calculated on his/her average base salary.
- (c) The average base salary for the purposes of Article 21.6(a) and 21.6(b) is the Employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the Employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.

21.6.2 An Employee is not entitled to receive Supplemental Employment Benefits and disability benefits concurrently. To receive Supplemental Employment Benefits, the Employee shall provide the Employer with proof of application for and receipt of Employment Insurance benefits.

21.6.3 If an Employee is disentitled or disqualified from Employment Insurance maternity or parental benefits, the Employee shall receive the supplemental payment to the appropriate percentage less the amount of Employment Insurance benefits the Employee would have received if qualified for Employment Insurance benefits.

21.6.4

- (a) To be entitled to the above noted benefits, an Employee must sign an agreement that they will return to work and remain in the Employer's employ for a period of at least six (6) months or equivalent to the leaves taken, whichever is longer, after their return to work.
- (b) Should the Employee fail to return to work and remain in the employ of the Employer for the return to work period in (a) above, the Employee shall reimburse the Employer for the benefits above on a pro-rata basis.

ARTICLE 22 — OCCUPATIONAL HEALTH AND SAFETY

22.1 Conditions/Dangerous Goods

- (a) *Conditions*

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

(b) *Dangerous Goods, Special Wastes, Pesticides or Harmful Substances*

Where Employees are required to work with or are exposed to any dangerous goods, special wastes, pesticides or harmful substances, the Employer shall ensure that the Employees are adequately trained in the identification, safe handling, use, storage, and/or disposal of same.

22.2 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 on 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 meeting or performing related duties as members of that committee.

22.3 Hygiene Facilities

- (a) In the interest of preventative public health and general hygiene, proper facilities shall be provided in order that Food Service Employees may shower and change their clothes.
- (b) Lockers, which may be locked, shall be provided for all Employees required to change their clothes.
- (c) The shower and locker facilities shall be adjacent to the work area.

22.4 Unsafe Working Conditions

- (a) No Employee shall be disciplined for refusal to work on a job which is deemed unsafe by:
 - (1) a member of the Occupational Health and Safety Committee, or
 - (2) a person designated by an Occupational Health and Safety Committee, or
 - (3) the Safety Officer, after an on-site inspection and following discussion with a representative of the Employer, and where it does not meet the standards established pursuant to the Workers' Compensation Act.
- (b) Employees who are affected by the above provision shall be paid full salary and shall be assigned other duties.

22.5 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 the shift, without deduction from sick leave.

22.6 Transportation of Accident Victims

- (a) Transportation to the nearest physician or hospital for Employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer.
- (b) The Employer shall provide transportation for Employees back to the Employees' worksite, vehicle or home.

22.7 Pollution Control

The Employer and the Union agree to limit all forms of environmental pollution. Recommendations for Employer action under this clause shall be made by the Occupational Health and Safety Committee.

22.8 Investigation of Accidents

The Occupational Health and Safety Committees, provided in Article 22.2, 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.

22.9 Occupational Health and Safety Courses

- (a) The Employer will, in consultation with the Union and in cooperation with the agencies specified in 22.1(a), arrange for the members of the Occupational Health and Safety Committee to be trained in these agencies' functions, duties and objectives, as part of the normal operation of the Occupational Health and Safety Committee. A program will be set up for training committee members, and shall be open to participation by other approved institutions.
- (b) The Committee shall identify such safety courses as it deems necessary for Employees of the Institute.

22.10 Environmental Monitoring Equipment

Environmental monitoring equipment which is available to students through the Environmental Health department will be made available to members of the Occupational Health and Safety Committee for their use as directed by the Committee.

22.11 Video Display Terminals

When Employees are required to monitor video display terminals which use cathode ray tubes, then:

- (a) When a majority of an Employee's daily work time requires monitoring such video display terminals, such Employees shall have their eyes examined by an ophthalmologist of the Employee's choice at the nearest community where medical facilities are available prior to initial assignment to VDT equipment and after six (6) months, a further test and annually thereafter if requested. The examination shall be at the Employer's expense where costs are not covered by insurance. Where requested, the Employer shall grant leave of absence with pay.
- (b) Employees who are required to operate VDT's on a continuous basis shall be entitled to two (2) additional ten (10) minute rest breaks per workday to be scheduled by agreement at the department level.
- (c) (1) Pregnant Employees shall have the option not to continue monitoring video display terminals which use cathode ray tubes.

- (2) When a pregnant Employee chooses not to monitor such video display terminals, if other work at the same or lower level is available within the Institute, she shall be reassigned to such work and paid at her regular rate of pay. The Employer will demonstrate to the Union that no work is available.
- (3) Where work reassignment in (2) above is not available, a regular Employee will be considered to be on leave of absence without pay until she qualifies for maternity leave.
- (d) Where Employees are on leave of absence pursuant to (c) above, and opt to maintain coverage for medical, dental, extended health, group life and long-term disability plans, the Employer will continue to pay the Employer's share of the required premiums.
- (e) The Employer shall ensure that new equipment shall:
 - (1) have adjustable keyboards and screens;
 - (2) meet radiation emission standards established by the Ministry of Labour.

The Occupational Health and Safety Committee shall review and make recommendations to ensure that the lighting and the above standards recommended by the Ministry of Labour, Occupational Environment Branch, as outlined in the publication "*Working with Video Display Terminals*" are being met.

22.12 Safety Equipment

With the exception of footwear and prescription glasses, the Employer will supply all safety equipment required for the job under Workers' Compensation Regulations. Where the Employer's regulations regarding safety footwear exceed Workers' Compensation Board Regulations, then the Employer shall supply such footwear. Where the following safety equipment is required by the Workers' Compensation Board, it will be issued on an individual basis:

- (a) hard hats and liners where required;
- (b) safety gloves;
- (c) safety or welding goggles and helmets;
- (d) respirators;
- (e) protective hearing devices.

Replacement of unserviceable items will be made upon surrender of items to be replaced and proof that replacement is not required as a result of negligence by the Employee.

Regular Employees who in the normal course of performing their duties are required by the Employer or WCB regulations to wear safety footwear shall be entitled to an allowance of up to one hundred and sixty dollars (\$160) every two (2) years for the replacement or refurbishment of safety footwear, upon producing a receipt of purchase.

22.13 Survival First Aid Course

Those Employees who by the nature of their employment are required to work in remote isolated areas shall be given the opportunity to take a Survival First Aid Course at the Employer's expense. Any disputes arising from the application of interpretation of this clause shall be referred to the Labour/Management Committee for resolution.

22.14 Shift Worker Safety

The Employer agrees that upon request it will allow an afternoon or evening shift Employee a reasonable amount of time to leave the work station at a mutually convenient time to move the Employee's automobile closer to an elevator or building exit. Employees may request BCIT security personnel to escort them to their vehicle, on the premises, after 5:00 p.m. on weekdays and at anytime on weekends. The Parties agree that the escort option outlined above will only be provided on campuses with BCIT security personnel.

ARTICLE 23 — WORK SUPPLY

23.1 Supply of Work Clothing

- (a) The Employer agrees to provide the appropriate uniform or wearing apparel to Employees required to wear a uniform or standard form of dress.
- (b) The Employer shall not introduce changes in style or colour of uniforms except by agreement with the Union.

23.2 Maintenance of Clothing

It shall be the Employer's responsibility to ensure that uniforms and clothing issued are properly cleaned, maintained and repaired. The Employer shall bear all costs of the cleaning, maintenance and repair.

23.3 Protective Clothing

- (a) The Employer shall provide all protective clothing where necessary to those Employees requiring such clothing for safety and health reasons.
- (b) The Employer shall make appropriate clothing available to Employees required to work under abnormal temperatures.
- (c) Protective clothing is understood to mean wearing apparel which protects the Employee's clothing from excessive dirt, grease, sparks or chemicals.
- (d) The Employer agrees to supply one (1) pair of individual issue coveralls per week to all painters, plus plant issue rubber boots, aprons, gloves and goggles where appropriate when Employees are cleaning or washing machinery or equipment.
- (e) Any individual issue item described above must be worn by the Employee on a regular basis or the Employer reserves the right to cancel this issue.

Where the Employer supplies items listed above, the Employer agrees to bear the cost of approved laundering and repairs. It may be necessary in some locations for the Employer to provide the apparel and a laundering allowance.

- (f) Replacement of unserviceable items will be made upon surrender of items to be replaced and a proof that replacement is not required as a result of negligence by the Employee.
- (g) This provision is not intended to apply to clothing which any Employee would normally wear to and from work. The clothing shall be made generally available but shall not be assigned to individual Employees.
- (h) The Occupational Health and Safety Committee will also make recommendations for the use and supply of protective clothing.

23.4 Working Hazards

The Employer undertakes to maintain office furniture, equipment, etc. in a practical and safe condition in order to avoid injury to Employees or damage to their attire. Employees, for their part and in their own interest, are expected to advise the Employer of any such potentially injurious equipment.

23.5 Union Label

All uniforms and clothing issued by the Employer shall bear a recognized Union label.

ARTICLE 24 — TECHNOLOGICAL AND OTHER CHANGE

24.1 Definition

“*Technological Change*” means:

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

24.2 Notice and Bargaining

Where the Employer intends to make a technological change that:

- (a) is directly related to the introduction of that equipment or material that significantly changes the character of the work to be performed or changes the number of Employees; and/or
- (b) alters significantly the basis upon which the Collective Agreement was negotiated, it shall give three (3) months' notice in writing to the Union of the technological change, and the Employer and the Union shall, within fourteen (14) days of the date of the 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. Technological change shall not include normal layoffs resulting from a decrease in the amount of work to be done.

24.3 Income Protection

Any Employee who is displaced from his/her job by virtue of technological change will suffer no reduction in his/her normal earnings.

24.4 Transfer Arrangements

An Employee who is displaced from his/her job by virtue of technological change will be given the opportunity to fill other vacancies.

24.5 Training Benefits

In the event that the Employer should introduce new methods which require new or greater skills than are possessed by the Employees under present methods of operation, such Employees shall at the expense of the Employer, be given a period of time not to exceed one (1) year, during which they may undergo retraining/orientation in order to acquire the skills necessitated by the new method of operation. There shall be no reduction in an Employee's rate of pay during the training period and no reduction of pay upon being reclassified in the new position.

24.6 Additional Training

Should the introduction of new method of operation create a need for the perfection or acquisition of skills requiring training periods longer than one (1) year, the additional training time shall be subject for discussion with the Employer and the Union.

24.7 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 accordance with Article 9 of the Agreement.

24.8 Arbitration Board Powers

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

ARTICLE 25 — PROMOTIONS AND STAFF CHANGES, AND PERFORMANCE APPRAISALS

25.1 Job Postings

- (a) When a vacancy occurs or a new position is created within the bargaining unit the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, locker rooms, shops and all bulletin boards for a minimum of ten (10) calendar days so that all members will know about the vacancy or new position.
- (b) When a temporary position or vacancy is identified to be four (4) months or more duration (except for short-term sick leave relief assignment pursuant to Definition (#6), qualified regular Employees will have the opportunity to substitute in higher paying positions pursuant to Articles 25.15(a), 28.4 and 31.15(b). Where substitution by an existing regular Employee within the department is not feasible, the temporary position or vacancy shall be posted internally and filled as temporary. Such temporary vacancies will only be advertised externally in unusual circumstances.

It is understood by the Parties that only the original vacancy is subject to the provisions of Article 25.1(b).

Only a regular Employee who is successful in applying to a full-time temporary position and who obtains a general leave of absence from his/her regular position will have the right of return to his/her regular position. Such leave shall not be unreasonably withheld.

25.2 Information in Postings

Such notice shall contain the following information: nature of the position, qualifications, experience, required knowledge, and education, skills, shifts, wage, or salary rate or range, and the campus location of the position at the time of posting.

Such qualifications shall be consistent with the recognized position description requirements and may not be established in an arbitrary or discriminatory manner. All job postings shall state, "*This position is open to male and female applicants*". The internal posting shall also state, "*A copy of the job description for this position is available for review in the Human Resources Office*". (See Article 13.2(c)(2)(i)—Work Schedules and See Article 31.16—Vehicles)

25.3 Outside Advertising

Vacancies may be advertised externally at the same time as internally. Subject to Article 25.4(b), an internal applicant (as defined in Article 25.4) with sufficient qualifications shall be awarded the position.

25.4 Role of Seniority in Promotions and Transfers

Both Parties recognize:

- (a) the principle of promotion with the service of the Employer;
- (b) where two (2) or more applicants have qualifications, ability and experience which are approximately equal, the applicant with the greater seniority shall be awarded the position. Internal applicants shall be given every consideration in respect to the filling of positions.

For the purposes of Article 25.3 and 25.4, an “*internal applicant*” is defined as:

- (a) a regular Employee; or
- (b) an auxiliary Employee who has accumulated over ninety (90) days (630 hours) of service seniority.

25.5 Probation on Initial Appointment

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

During the probationary period, the Employer’s President 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 probational Employee for continued employment in the position to which s/he 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.

Where an Employee feels s/he has been aggrieved by the decision of the Employer to reject the Employee during the probationary period, s/he may appeal the decision through the grievance procedure as per Article 8 of this Agreement starting at Step 3.

25.6 Trial Period on Promotion or Transfer

- (a) Regular Employees who are promoted or transferred to a new position shall be required to serve a three (3) month trial period. If during this period the Employer finds that the Employee is unable to perform the duties of his/her job in a satisfactory manner, the Employee shall be returned to his/her former position and pay grade without loss of seniority. Any other Employees promoted or transferred because of the rearrangement of positions shall also be returned to their former positions and pay grades without loss of seniority.
- (b) Auxiliary Employees who are appointed to a regular position shall be required to serve a six (6) month trial period. If during this period the Employer finds that the Employee is unable to perform the duties of his/her job in a satisfactory manner, the

Employee will be returned to the auxiliary list and be treated as an auxiliary Employee under the terms of the Collective Agreement. The hours worked while in a regular position will be credited for seniority as an auxiliary.

- (c) Where an Employee feels s/he has been aggrieved by the decision of the Employer to reject the Employee during the trial period, s/he may appeal the decision through the grievance procedure as per Article 8 of this Agreement starting at Step 3.

25.7 Union Observer

The President of the Union or his/her designate may sit as an observer on a selection panel for positions in the bargaining unit. The observer shall be a disinterested party. This section does not apply to excluded positions.

If written interview questions have been developed, the Union Observer will be provided with a copy of these questions prior to the commencement of the first interview.

25.8 Notification

- (a) 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 ten (10) days of being notified of the name and classification of the successful applicant.
- (b) The Employer will reply to the Employee within ten (10) days from receipt of the request.
- (c) **After 30 days from receiving the Employer's reply in (b) above, and provided that the Employee has not filed a grievance regarding the competition in question, an Employee may request in writing to Human Resources to have the request for written reasons and the written reasons removed from their personnel file.**
- (d) Where no requests have been received within ten (10) days, the appointment of the successful applicant may be confirmed.

25.9 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 8 of this Agreement.

Notwithstanding Article 8 of this Agreement, such a grievance shall be initiated at the third step of the grievance procedure within ten (10) days of receiving requested written reasons of why they were unsuccessful. Where a grievance has been filed, no permanent transfers or placement shall take place until the grievance has been adjudicated.

25.10 Changes in Status - Probation

An auxiliary 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.

25.11 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 interest of the Employer and/or 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.

25.12 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 s/he is notified of this requirement to appear for an interview. For the purpose of this Article, "authorized expenses" are those which have been given prior approval by the manager responsible for payment of the costs incurred.

25.13 Performance Appraisals

Where a formal appraisal of an Employee's performance is carried out, the Employee shall be given up to five (5) days to read and review the appraisal. Provision shall be made on the Employee appraisal form for an Employee to sign it. The form shall provide for the Employee's signature in two (2) places, one indicating that the Employee has read and accepts the appraisal, and the other indicating that the Employee disagrees with the appraisal. The Employee shall sign in one (1) of the places provided. No Employee may initiate a grievance regarding the contents of an Employee appraisal unless the Employee has signed in the space indicating disagreement with the appraisal. He/she shall be given up to thirty (30) days to file such grievance. An Employee shall, upon request, receive a copy of the Employee appraisal at time of signing. An Employee appraisal 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.

ARTICLE 26 — REHABILITATION COMMITTEE

26.1 Rehabilitation Committee

The Employer acknowledges a responsibility to maintain on payroll, Employees who have completed their initial probationary period and which, through advancing years or temporary disablement, are unable to perform their regular duties, or who have become incapacitated by injury or illness. A Rehabilitation Committee shall be established to review cases of such Employees. **The Committee shall consist of two (2) members appointed by the Employer and two (2) members appointed by the Union. By mutual agreement, the parties may add other members for resource purposes.** The Rehabilitation Committee may make recommendations to the Employer to place the Employee in a less arduous position and to recommend what retraining the Committee deems advisable. The Employer and the Union will mutually agree on the procedures for the operation of the Rehabilitation Committee.

26.2 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 injury or illness. In such cases the Rehabilitation Committee outlined in **26.1** shall consider any applications or requests presented to the Committee. Each request for special consideration shall be judged solely on its merit.

ARTICLE 27 — JOB DESCRIPTIONS AND JOB RECLASSIFICATION

27.1 Job Descriptions

- (a) The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is Bargaining Agent. The descriptions shall be forwarded to the Union and the Chairperson of the Bargaining Unit, and shall become the recognized job descriptions unless the Union presents written objections within thirty (30) days. The recognized job description shall be available to the Employee upon request.
- (b) The recognized job description shall form the basis for job evaluation.

27.2 Joint Job Evaluation Committee

- (a) There shall be a Joint Job Evaluation Committee (JJEC) with equal representation from both Parties.
- (b) The Union and Employer agree that the JJEC shall:
 - (1) determine appropriate procedures and terms of reference for the ongoing operation of the JJEC;
 - (2) determine the format of job descriptions/job specifications to be used within the job evaluation systems; and
 - (3) ensure the ongoing maintenance of the system.
- (c) *Documents for the JJEC*

The JJEC is responsible for the maintenance of all reclassification documentation including evaluation results, job specifications and individual ratings for all jobs; and shall be supplied with all relevant documentation for making position ratings.
- (d) *Attendance at Meetings*

The Employer shall release without loss of pay or seniority, the representatives named by the Union to attend sessions of the JJEC.
- (e) *Disagreement Regarding Plans*

Any disagreement concerning the overall job evaluation program shall be referred to a single Arbitrator, who shall be jointly selected by the Parties to this Agreement. The power of the Arbitrator shall be limited to the matters in dispute submitted to the Arbitrator. The decision of the Arbitrator shall be final and binding on the Parties. The Arbitrator's fees and expenses shall be determined in advance and shall be borne equally by both Parties.
- (f) *Job Evaluation Consultants*

Nothing in this Agreement shall be interpreted as barring either Party to this Agreement from engaging consultants and/or advisors as representatives of either Party of the Joint Job Evaluation Committee.

27.3 Definition of Reclassification

Job reclassification consists of reviewing the component parts of the job to confirm the appropriateness and equitability of the classifications.

27.4 Job Reclassification Requests

- (a) When the duties of any position are changed, an Employee or his/her manager may submit a written request to JJEC to review the position and its classification.
The request for reclassification must include a current job description and a completed questionnaire signed by both the Employee and his/her manager.
- (b) The JJEC will interview the Employee and his/her manager.
- (c) The JJEC will evaluate the reclassification request and will advise the Employee and the manager of its decision in writing within 60 calendar days of the receipt of the request. The JJEC will provide brief written reasons for its decision.
- (d) If the JJEC is unable to reach a decision, the matter will be submitted to Adjudication per Article 27.8.
- (e) The Employee or his/her manager may appeal the decision of the JJEC to an Adjudicator in accordance with this Article within 30 calendar days of receiving the written decision of the JJEC. If no written appeal is received by the JJEC within 30 days, then the decision of the JJEC will be deemed to have been accepted.

27.5 No Reduction in Wages

No employee shall have his/her wages reduced because of reclassification.

27.6 No Recourse to Grievance Process

All disputes arising under this Article, except those arising under Article 27.1, will be resolved pursuant to the procedures set out in this Article. There is no right to access the grievance procedure or Arbitration provisions contained in this Agreement.

27.7 Adjudication

- (a) The Adjudicator for disputes under this Article shall be John Kinzie or another Adjudicator selected by mutual agreement of the Parties.
- (b) The Adjudicator shall consider all factors and degrees within the approved Job Evaluation Plan. He/she shall be supplied with all the documentation, existing evaluation results, job descriptions, as well as individual position ratings for all jobs within the unit.
- (c) The decision of the Adjudicator shall be final and binding.
- (d) The costs of the Adjudicator shall be shared equally by the Parties.

27.8 Adjudication Procedures

The process for adjudication shall be as follows:

- (a) The Employee and the manager will make written submissions to the Adjudicator. A copy of these submissions will be given to all parties and the Adjudicator two (2) weeks in advance of the scheduled adjudication.
- (b) The submissions will identify factors in dispute and present arguments in favour of the position advocated.
- (c) Oral presentation will follow the same format with the following provisions:
 - (1) It is the intention of the Parties that each proceeding will take no more than one (1) hour.

- (2) There will be no more than one (1) person attending as the Union representative and one (1) person as the Employer representative and each representative will act as a resource to the Adjudicator.
- (3) There will be no outside legal representation.

27.9 Effective Date of Reclassification

Reclassification decisions made by the JJEC or an Adjudicator appointed under this Article shall be retroactive to the date the request was received by the JJEC.

ARTICLE 28 — PAYMENT OF WAGES AND ALLOWANCES

28.1 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.

28.2 Paydays

- (a) Employees shall be paid biweekly (Fridays).
- (b) When a payday falls on a regular Employee's day of rest, the Employer agrees to issue the Employee's paycheque on the last shift worked prior to the payday.
- (c) If a paycheque 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 manner that the details of the paycheque shall be confidential.
- (e) All Employees shall be required to provide the Employer with written authorization to deposit their cheques to any chartered Bank, Credit Union, trust company, or other established financial institution. Those employees hired prior to January 1, 2000 who have not provided such written authorization are exempt from this provision.

28.3 Rates of Pay

An Employee shall be paid in accordance with the rates set out in the salary schedules. 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.

28.4 Annual Increments

- (a) For regular full-time Employees, a one-step increase within the salary range shall become effective as of the first day of April or the first day of October 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 April 1, and where between July 1 and December 31, the date of the increment increase will be October 1.
- (b) A regular full-time Employee who receives a promotion or reclassification between January 1 and June 30, shall have his/her anniversary date as of April 1 of the following year and those regular fulltime Employees who receive promotion or reclassification between July 1 and December 31 shall have their anniversary date as of October 1 of the following year.

- (c) Regular part-time Employees and auxiliary Employees shall receive their increments upon completion of 1827 hours.
- (d) Any absence from duty with pay shall not result in a delay in the increment.
- (e) 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 employment with the Employer and when so approved at the time the leave was granted.

28.5 Rate of Pay on Promotion or Reclassification

When an Employee is promoted or reclassified to a higher paying position, the Employee will receive the rate for the position of a single salary, or in the case of positions on a salary range will receive the rate in the salary range which is two (2) steps higher than his/her previous rate or the minimum of the new range, whichever is greater.

28.6 Salary Rate on Demotion

When an Employee is demoted, or is successful in applying for a position which results in voluntary demotion, the Employee shall receive the rate for the position if a single rate. If a salary range is established the maximum reduction shall be the rate in the lower salary range which is two (2) steps lower than his/her current rate or the maximum of the salary range if the reduction is greater than two (2) steps.

28.7 Pay on a 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.

28.8 Downward Classification 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 any time 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 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 of his/her classification equals or exceeds the salary which s/he is receiving.

28.9 Hourly, Daily and Partial Month Calculations

The formula for paying a biweekly or hourly salary is as follows:

$$\frac{\text{Annual salary}}{26.0892857} = \text{biweekly salary}$$

$$\frac{\text{Monthly salary}}{26.0892857} \times 12 \text{ months} = \text{biweekly salary}$$

$$\frac{\text{Biweekly salary}}{70} = \text{hourly rate}$$

The daily rate shall be determined by multiplying the number of regularly scheduled hours in the Employee's day shift by the hourly rate. For the purposes of converting a biweekly rate to a monthly rate, the formula will be as follows:

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

ARTICLE 29 — REIMBURSEMENT OF EXPENSES AND TRAVEL COSTS

29.1 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, the vehicle allowance shall be increased to thirtytwo cents (32¢) per kilometre or fifty-one cents (51¢) per mile.

29.2 Meal Allowances/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 receipt.

- (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 on request.

- (d) Where Employees are required to travel by air on Employer business, receipts for air travel insurance benefits (up to maximum of one hundred and fifty thousand dollars (\$150,000) purchased specifically for that flight, shall be considered as part of the Employee's reimbursable expenses.

29.3 Type of Accommodation

It is agreed and understood 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.

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.

29.4 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.

29.5 Entertainment Expenses

When Employees have occasion to entertain non-Institute personnel in the course of their duties, they shall, subject to prior approval, be reimbursed for reasonable expenses.

29.6 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 when the Employee can be reasonably expected to provide his/her own meal.

29.7 Telephone Allowances

Employees on travel status who are required to obtain overnight accommodation shall be entitled to claim for one five (5) minute telephone call home to or within British Columbia, for the first night away and then for every three (3) consecutive nights away thereafter.

29.8 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 21:00 and 06:00 shall be reimbursed for the actual cost of commercial transportation upon presentation of a receipt.

29.9 Cashier Policy

Employees who perform duties as cashiers shall not be penalized for cash errors. Cashiers who do make excessive or too frequent cash errors shall be:

- (a) provided with further training as a cashier; or
- (b) provided retraining with a view to relocation in a more suitable position; or
- (c) liable for disciplinary action provided there was no success in (a) or (b).

29.10 Payment to Dependents on Death

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

- (a) if the Employee has acquired one (1) year of service seniority, one (1) months' salary;
- (b) if the Employee has acquired two (2) years of service seniority, two (2) months' salary;
- (c) if the Employee has acquired three (3) years of service seniority, three (3) months' salary;
- (d) if the Employee has acquired four (4) years of service seniority, four (4) months' salary;
- (e) if the Employee has acquired five (5) years of service seniority, five (5) months' salary;
- (f) if the Employee has acquired six (6) years of service seniority, six (6) months' salary.

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

29.11 Monthly Allowance for Electrical Certificate of Competency

- (a) Those Employees required by the Employer to hold a valid Electrical Certificate of Competency shall receive a monthly allowance as follows:
- Certificate A - \$50
Certificate B - \$40
Certificate C - \$30
- (b) When the Employer requires an Employee to hold an Electrical Certificate of Competency, the cost of obtaining and renewing the certificate, including renewing the certificate, including examination and renewal fees shall be borne by the Employer. Time off with pay to write an examination shall be granted when required.

29.12 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. Where the Employer requires an Employee to obtain or renew his/her Survival or Industrial First Aid Certificate, the cost shall be borne by the Employer and leave to take the necessary courses shall be granted with pay.
- (b) A monthly premium shall be paid to Employees required to possess a certificate under this Article.
- The amount of the premium shall be:
- Industrial First Aid Certificate Level 3: \$85
Industrial First Aid Certificate Level 2: \$65
Industrial First Aid Certificate Level 1: \$50
- (c) Where an Employee has obtained a certificate that is beyond the level that is required, the Employee shall be paid the higher premium rate.

29.13 Tool Allowances

The Employer shall supply all tools and equipment required to perform the work.

ARTICLE 30 — BENEFITS**30.1 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.

30.2 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).

Oral contraceptive benefit coverage shall be in accordance with the original BCIT benefit levels.

30.3 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 service 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.

30.4 Group Life

- (a) (1) The Employer shall provide a mutually acceptable Group Life Plan with benefits equivalent to twice (2x) an Employee's annual salary with a twenty-five thousand dollar (\$25,000) minimum. The Employer shall pay one hundred percent (100%) of the premium on the twenty-five thousand dollars (\$25,000) base and the Employee shall pay the premium for any insurance over twenty-five thousand dollars (\$25,000).

(2) Commencing January 1, 1994, benefits for Employees aged under forty-five (45) years will be increased to the equivalent of three (3) times the Employee's annual salary. The Employer will pay one hundred percent (100%) of the premium on the first sixty thousand dollars (\$60,000) of coverage for all Employees in the Bargaining Unit and the Employee will pay the premium for coverage in excess of this amount.
- (b) Employees hired on or after April 1, 1976 shall, as a condition of employment, enrol in the group life plan and shall complete the appropriate payroll deduction authorization forms.
- (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 and hearing - the principal sum;
 - (v) loss of one arm or one leg - three-quarters (3/4) of the principal sum;
 - (vi) loss of one hand, one foot or one eye - two-thirds (2/3) of the principal sum;
 - (vii) loss of speech or hearing - one-half (1/2) of the principal sum;
 - (viii) loss of thumb and index finger of one hand - one-third (1/3) of the principal sum;
 - (ix) loss of hearing in one ear - one-sixth (1/6) of the principal sum;
 - (x) loss of use of both arms or both hands - the principal sum;
 - (xi) loss of use of one arm - three-quarters (3/4) of the principal sum;
 - (xii) loss of use of one hand - two-thirds (2/3) of the 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.

30.5 Short Term Illness & 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.

30.6 Employment Insurance

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

30.7 Medical Examination

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

30.8 Legislative Changes

If the premiums 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 saving shall be used to increase other benefits available to the Employees, as may be mutually agreed between the Parties.

30.9 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.

30.10 Groups

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

30.11 Insurance Policies (Health and Welfare Plans)

- (a) A copy of the insurance policies with the carriers for the Extended Health Care, Dental, Long-term Disability 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 supply each regular Employee with printed information which describes the benefits covered under these Plans. The Employer will consult the Union before developing such printed information. The cost of such printed information 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 consent of the Union.
- (e) Extended Health and Dental Plans are to be made available to a same sex partner of an Employee as long as the relationship between these two (2) individuals meets the same criteria of "common law spouse" as defined by the benefit plan carriers.

30.12 Joint Benefits Review Committee

To facilitate the orderly review of benefit plans, a Joint Benefits Review Committee shall be established, consisting of:

- One (1) representative from the BCGEU Support Staff Unit
- One (1) representative from the BCGEU Instructional Unit
- One (1) representative from the Staff Society
- One (1) representative from the Management Group
- One (1) representative from the Institute (Manager, Compensation and Benefits)

The Committee shall monitor the following benefits plans:

- Medical Services Plan
- Extended Health
- Dental
- Group Life
- Accidental Death and Dismemberment
- Long-Term Disability
- Employee and Family Assistance
- And any other benefits plans agreed to by the principals

to ensure consistent coverage and provide optimum protection for all Employees and shall make joint recommendations regarding modifications to the bargaining principals for ratification.

The Committee shall meet at the request of any two (2) of the Parties but not less frequently than every six (6) months.

ARTICLE 31 — GENERAL CONDITIONS

31.1 Child Care Facilities

- (a) The Employer and the Union agree that there shall be established a Child Care Committee, which will study the feasibility of establishing Child Care Facilities or alternate facilities for children of Employees and students at BCIT.
- (b) The Committee shall be composed of a representative group of the BCIT Community.
- (c) Time off with pay for Employees shall be allowed for serving on this committee.

31.2 Parking

A joint Employer-Union parking committee shall be established to study the matter of Employee parking and make recommendations to the Employer. The Employer confirms that parking fees will not exceed five dollars (\$5.00) 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.

It is further agreed that parking rates for those Employees who are currently paying less than five dollars (\$5.00) per month will be increased by one dollar (\$1.00) per month 87 Apr 01 and the balance, to a maximum of five dollars (\$5.00) per month, on 88 Apr 01.

31.3 Supply and Maintenance of Equipment

It is the responsibility of the Employer to furnish and maintain all equipment, machinery and supplies required by Employees in the performance of their duties. Regular Employees shall not suffer any loss in salary in the event that they cannot carry out their normal duties by reason

of the Employer failing to furnish or properly maintain equipment, machinery or supplies or by reason of power failures or other circumstances not attributable to the Employees.

31.4 Indemnity

- (a) *Civil Actions* - Except where a joint Union-Employer committee considers that there has been flagrant or wilful negligence on the part of an Employee, the Employer agrees not to seek indemnity against an Employee whose actions result in a judgment against the Employer. The Employer agrees to pay any judgment against an Employee arising out of the performance of 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 Employer shall pay for reasonable legal fees and costs.
- (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 Employer shall pay for reasonable legal fees and costs.
- (d) At the option of the Employer, the Employer may provide 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 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 persons or organization notifying him/her of intended legal action against him/her; or
 - (2) When the Employee himself/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 proceedings 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 s/he might be the object of legal action; or
 - (5) When the Employee receives notice of any legal proceeding of any nature or kind.

31.5 Political Activity

- (a) *Municipal and School Board Offices:*

Employees may seek election to municipal and school board offices.
- (b) *Federal and Provincial Offices:*

There are no restrictions on Employees engaged in political activities on their own time as campaign workers. If an Employee is nominated as a candidate for election, the Employee shall, upon request, be granted leave without pay in accordance with Article 20.5 to engage in the election campaign. If elected, the Employee shall be

granted leave of absence. If not elected, the Employee shall be allowed to return to his/her former position.

31.6 Copies of Agreement

- (a) The Union and the Employer desire every Employee to be familiar with the provisions of this Agreement, and his/her rights and obligation under it. For this reason, the Employer shall print sufficient copies of the Agreement for distribution to Employees.
- (b) All Agreements shall be printed in a union shop and shall bear a recognized union label.
- (c) The Agreements shall be submitted to the Union for distribution within sixty (60) days of signing of the Agreement.

31.7 Contracting Out

The Employer agrees not to contract out any work normally performed by Employees covered by this Agreement which would result in:

- (a) the laying off of such Employees
- (b) the failure to recall qualified Employees on layoff.

The Employer also agrees not to contract out any bargaining unit work without prior consultation with the Union.

31.8 Student Career Training

- (a) It is not the intent of the Employer to reduce the size of the bargaining unit as a result of work functions performed by students which are contemplated by the curriculum of a course in which they are enrolled. In addition, it is not the intent of the Union to limit the introduction of student career training into the Institute's curriculum.
- (b) The Employer agrees to advise the Union and the Labour/Management Committee forty-five (45) days in advance of the introduction of new curriculum, where such curriculum requires students to perform bargaining unit work.

The Employer agrees to provide to the Union and the Labour/Management Committee the relevant curriculum documentation which supports the requirement for such student career training. The Parties shall discuss the impact on Employees in the area(s)/department(s) affected.

Such impact shall not result in:

- (1) the laying off of a regular Employee; or
- (2) a reduction in the salary earned by a regular Employee.
- (c) Where the job of a regular Employee is made redundant by the introduction of student career training into the area(s)/department(s) affected the following shall apply in sequential order:
 - (1) An affected Employee shall displace the least senior Employee in his/her job family, within his/her pay grade. "*Job family*" shall be defined as a group of positions that require the same principle functions/duties and that have been designated the same (or a similar) title. If the affected Employee is the least senior Employee in his/her job family, within his/her pay grade, s/he shall:

- (2) displace the least senior Employee within his/her pay grade provided s/he possesses the skills and abilities to perform the job after a period of up to one (1) month retraining/orientation; or
- (3) be placed into an available vacancy for which s/he is qualified; or
- (4) be assigned a regular position by the Employer where no regular vacancy occurs.

It is the intent that a regular Employee who is displaced by another Employee who exercises rights under 31.8(c)(1) or (2) would be eligible for placement/assignment pursuant to 31.8(c)(2), (3) or (4). It is agreed that a displaced regular Employee will receive salary protection pursuant to Article 28.8.

31.9 Reorganization

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

- (a) The Employer agrees to give the President of the Union advance notice of a reorganization within the Institute which will affect Employees within the bargaining unit.
- (b) The Employer agrees to consult first with the Union and then with the Employees involved for the purpose of discussing the implications of such changes prior to the implementation of same.
- (c) Where a position has been identified by the Employer as one which will be affected by the reorganization, the incumbent will be advised in writing by the Employer.
- (d) When any reorganization is planned, all positions covered by the Collective Agreement affected by the reorganization will be reviewed and graded by the Human Resources Department before reorganization is implemented.
- (e) Where there is a dispute regarding the classification determined by the Employer, it may be appealed pursuant to the provisions of Article 27.4. If the appeal is successful, any salary increase will be retroactive to the implementation date of the reorganization.
- (f) Any Employee affected by the reorganization will not be subject to the provisions of Article 25.6 - Trial Period.
- (g) An Employee who, through reorganization, accepts a position with a reduced salary, shall receive salary protection in accordance with Article 28.8(b). However, the Employee must accept subsequent job offers to higher rated positions for which s/he is qualified or forfeit the protection of Article 28.8(b).

31.10 Employee Fitness

- (a) The Employer and the Union recognize in principle that physically fit Employees are able to work more efficiently, can better tolerate stress and demonstrate better attendance.
- (b) To encourage physical fitness, the Employer shall pay seventy-five percent (75%) of the fees for Fitness Classes offered by BCIT.

31.11 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.

31.12 Payroll Deductions

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

31.13 Travel Advance

Regular Employees not covered by a work party advance, and who are required to proceed on travel status, shall be provided with an adequate travel advance. The amount of advance will be determined by such factors as time away from headquarters and the frequency of reimbursement.

31.14 Transfer of Employees Out of the Bargaining Unit

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

31.15 Positions Temporarily Vacant

- (a) The Employer agrees that except in the case of emergency, an Employee's workload will not be increased as a result of positions being temporarily vacant due to illness, vacation, leave of absence, or any other reason. Disputes arising out of this Article shall first be referred to the Employee's supervisor. Failing resolution within three (3) work days, the matter shall be referred to the Labour/Management Committee.
- (b) (1) In such instances, the Employer shall give qualified regular Employees the opportunity to substitute in higher paying positions and arrange for staff replacements at the lowest paying category. Such substitution shall be on a seniority basis within the next lowest classification in which a qualified Employee can be found.

(2) The provisions of Article 35.2 shall apply.

31.16 Vehicles

If an Employee is required to use his/her own automobile in the performance of his/her duties, the Employer shall ensure that the position posting or advertisement shall include this requirement. (See Article 25.2— Information in Postings.)

31.17 Trades Workers

- (a) Pursuant to Article 22.4, Trades Workers shall not be required to carry out technical orders which violate standards established under current Provincial Safety Branch Regulations and the Workers' Compensation Act.
- (b) It is not the Employer's policy to require certified trades workers to work as trades helpers on a fulltime basis, except as indicated in job specification.

31.18 Power Engineers

- (a) The term "*Power Engineer*" used in this Agreement shall include Power Engineers of all classes.
- (b) Power Engineers on shift work shall eat their meals at their place of duty while on duty.
- (c) Shift schedules on a twenty-four (24) hours basis will be applied in accordance with negotiated shift schedules. Shifts may be altered by mutual agreement. Within the confines of the schedules and operational requirements, the placement of maintenance workdays, lieu days and the sequence of shift rotation may be agreed to at the local level provided no short change-over, as described in Article 14.5(a) occurs.
- (d) "*Qualifications*" - Those Employees required by the Employer to hold a valid Power Engineering Certificate which is not required in their position description shall receive monthly compensation of thirty dollars (\$30).

ARTICLE 32 — AUXILIARY EMPLOYEES

32.1 Appointment

- (a) An auxiliary Employee shall receive an appointment form stating his/her employment status and the expected duration of his/her employment; such term shall not exceed four (4) months other than for short term sick leave relief assignment; auxiliary assignments pursuant to Article 25.1(b); and the exceptions listed in Definition #6.
- (b) Auxiliary Employees in the Campus Food Services or other service areas as mutually agreed between the Parties shall not receive a term appointment but shall be scheduled on an on-going basis.
- (c) **An auxiliary Employee expected to perform the full scope of the duties of the incumbent s/he is backfilling for will be paid at the same grade as the current incumbent. If an auxiliary Employee is not expected to perform the full scope of duties s/he will be given a graded job description for the position s/he is expected to perform and will be paid at the corresponding grade.**

32.2 Seniority

- (a) The Employer shall maintain a monthly updated seniority list showing the total seniority of each auxiliary Employee. This list shall be provided to the Union on a monthly basis.
- (b) An auxiliary Employee who has accumulated ninety (90) workdays (630 hours) of service seniority will be considered as an internal applicant when applying for regular vacancies.
- (c) An auxiliary Employee shall accumulate seniority equal to the number of hours worked on the basis of:
 - (1) all hours worked at the straight time rate;
 - (2) designated paid holidays or days off in lieu.
- (d) An auxiliary Employee shall be credited with the seniority accrued by (c) above upon completion of thirty (30) workdays (210 hours) of employment at straight-time rates.

32.3 Loss of Seniority

An auxiliary Employee shall lose his/her seniority in the event that:

- (a) s/he is discharged for just cause;
- (b) s/he voluntarily terminates or abandons his/her position;
- (c) s/he is on layoff for more than ten (10) months;
- (d) s/he declines three (3) offers of employment during a period of six (6) calendar months; except for illness of the Employee or of a dependent child. In such cases, the Employer may require the Employee to provide proof of illness. The cost of a required medical report will be borne by the Employer.

Once an Employee has declined two (2) offers of employment, except for the above, the Employer shall issue a warning letter which identifies the dates and nature of the two declines, and which clearly defines the consequences of a third decline.

32.4 Layoff and Recall

- (a) Auxiliary Employees who are appointed in accordance with Article 32.1(a), and regular Employees appointed in accordance with Article 12.9(b), shall be considered laid off upon completion of the appointment.
- (b) Layoff of auxiliary Employees in on-call service areas as defined in Article 32.1(b) shall be by classification in reverse order of service seniority.
- (c) (1) Regular Employees who are on layoff pursuant to Article 12.9(b) shall be given priority in order of their service seniority in recall to auxiliary positions providing the regular Employee is qualified to carry out the work which is available.
(2) Auxiliary Employees on layoff in accordance with (a) and (b) above shall be recalled in order of seniority, providing the auxiliary Employee is qualified to carry out the work which is available.
- (d) It is the responsibility of the laid off Employee to ensure that the Employer is kept notified of their current mailing address, telephone number and availability.
- (e) Where an Employee indicates to the Employer in advance of a recall that s/he is unavailable for work, s/he shall be removed from the list for the specified period of time.
- (f) An Employee shall not accumulate seniority while on layoff.

32.5 Annual Vacation

Auxiliary Employees will be entitled to receive annual vacation pay at the rate of six percent (6%) of their regular earnings. Auxiliary Employees shall have the option of either:

- (a) being paid for all outstanding vacation credits on December 31 of the year in which the vacation was earned, or
- (b) having the vacation pay they have earned during any given pay period attached to their paycheque for that pay period.

Auxiliary Employees shall be deemed to have selected Option (b) for the next calendar year unless they advise the Payroll Department by December 15 of the preceding year that they wish to be paid in accordance with Option (a).

Auxiliary Employees shall receive any outstanding vacation credits upon termination of employment.

32.6 Paid Holidays

- (a) An auxiliary Employee shall be paid in accordance with Article 16.1 for the holiday where:
 - (1) the Employee works the day before and the day after the holiday or has worked fifteen (15) of the previous thirty (30) days; or
 - (2) a paid holiday falls on a regularly scheduled day of work and providing the schedule has been in place a minimum of one (1) month.

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

- (b) An auxiliary Employee who is qualified in Article 32.6(a) to receive compensation for the holiday and who is required to work on that day shall be compensated at the same rate as regular Employees in the same situation, as outlined in Article 16.1 of the Collective Agreement.

32.7 Health and Welfare

- (a) Auxiliary Employees shall receive compensation of fifty cents (50¢) per hour, up to a maximum of eighty-five dollars (\$85) per month, in lieu of health and welfare benefits.
- (b) An auxiliary Employee may, twelve (12) months from the commencement of auxiliary employment, apply to the Employer to enrol in the Basic Medical and Extended Health Care Plans.

Auxiliary Employees shall be required to pay all monthly premiums for coverage under these plans.

An auxiliary Employee who decides to opt out of plan coverage will not be eligible to re-enrol in the plans for a period of two (2) years.

32.8 Court Actions

Court actions arising from employment which requires a temporary Employee's attendance at court shall be with pay.

32.9 Elections

A temporary Employee who is 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.

32.10 Exceptions

Except as otherwise noted in this Article, the provisions of Articles 11, 12, 16, 17, 18, 20, 21 and 30 of this Agreement do not apply to auxiliary Employees, except as otherwise indicated.

ARTICLE 33 — RESIGNATION

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

- (b) 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.
- (c) 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 (1) working day from the time the written confirmation is delivered to the Employee's address currently on file with the Employer.

ARTICLE 34 — SECONDMENT

34.1 Definition

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

34.2 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 terms of secondment.

34.3 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.

34.4 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 35 — SUBSTITUTION

35.1 Substitution

Where substitution is required above entry level, the vacancy shall be filled by the most senior regular Employee in the department with the required qualifications, and the lower position filled temporarily by an auxiliary Employee.

35.2 Substitution Pay

- (a) When an Employee temporarily substitutes in, or performs the principle duties of a higher paying position at a single rate of pay, he/she shall receive the rate for the job.

When an Employee temporarily substitutes in, or performs the principal duties of a higher paying position for which a salary range has been established, he/she shall receive the rate in the salary range which is two (2) steps higher than his/her current rate or the minimum of the range, whichever is greater.

- (b) 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 job description.
- (c) Substitution pay shall be paid on a daily basis to any Employee who qualifies under (a) above.

ARTICLE 36 — EMPLOYEE TRAINING AND DEVELOPMENT

36.1 Employer Required Courses

- (a) Where the Employer requires an Employee to take training or refresher courses, the Employee shall be granted leave with pay to attend the course.
- (b) The Employer shall bear the full expenses of the course. This shall include tuition, entrance or registration fees, laboratory fees and course required books. The Employer shall also reimburse the Employee for his/her travelling costs, subsistence and legitimate expenses where applicable.
- (c) The cost of Employer Required Courses will not be subject to the Educational Assistance Fund.

36.2 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.

36.3 Job Training/Orientation

The local supervisor shall be responsible for providing job training/orientation to Employees filling vacant or new positions.

36.4 Work Processes Training

- (a) Where the Employer introduces, or is required to introduce, changes to the work processes of a regular employee's job, the Employer shall identify and provide learning opportunities, support and/or the training required to perform the work.
- (b) The Employer shall discuss the Employer development needs with the affected Employees.
- (c) Employees shall suffer no loss of pay to participate in training required by the Employer under this article. Employees shall be paid at the applicable overtime rates for training conducted outside of the Employee's regularly scheduled hours of work.

ARTICLE 37 — TERM OF AGREEMENT

37.1 Duration of Agreement

This Agreement shall be binding and remain in effect to midnight, June 30, 2006.

37.2 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 April 1, 2006 but in any event not later than midnight, April 30, 2006.

- (b) Where no notice is given by either Party prior to April 30, 2006, both Parties shall be deemed to have been given notice under this section on April 30, 2006, and thereupon Article 37.3 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.

37.3 Commencement of Bargaining

Where a Party to the Agreement has given notice under Article 37.2 of this Article, the Parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

37.4 Changes in Agreement

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

37.5 Agreement to Continue in Force

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

SIGNED ON BEHALF OF THE UNION BY:

SIGNED ON BEHALF OF THE EMPLOYER BY:

George Heyman
President, BCGEU

Tony Knowles
President

Richard Schaeffer
Chairperson, Bargaining Committee

Tomi Eeckhout
Vice President, Human Resources

Joyce Glover
Bargaining Committee

David Bough
Director, Learner Services

Lorna Cornett
Bargaining Committee

Colleen Fostvelt
Manager, Human Resources

Peter Brunning
Bargaining Committee

Clodine Sartori
Manager, Labour Relations

Ken Holmes
Bargaining Representative

Laura Mills
Labour Relations Consultant

David Vipond
Bargaining Representative

Dr. Nick Rubidge
PSEA Chair, Board of Directors

Signed this _____ day of _____, 2005.

SCHEDULE 1 – SUPPORT STAFF SALARY RATES

SCHEDULE 1 – SUPPORT STAFF SALARY RATES

APPENDIX “A” — SHORT AND LONG TERM DISABILITY

Part I - 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 illness or injury are entitled to six (6) days' coverage at full pay in any one (1) calendar year.
- (c) Regular Employees with three (3) months but less than six (6) months of service will be entitled to fifteen (15) weeks (seventy-five (75) working days) of coverage, consisting of the above six (6) days, or what remains of the six (6) days' entitlement, at full pay, and the remainder of the fifteen (15) weeks at two-thirds ($\frac{2}{3}$) of pay, not to exceed a maximum weekly benefit of two hundred and ten dollars (\$210) or the U.I.C. maximum weekly sickness benefit, whichever is higher.
- (d) Notwithstanding (a), (b) and (c) above, where a regular Employee is on a claim recognized by the Workers' Compensation Board while the Employee was on the Employer's business, s/he 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.
- (e) Pay for a regular part-time Employee under this plan shall be based on his/her parttime percentage of full-time employment at date of present appointment.

1.2 Short Term Plan Benefit

- (a) In the event an Employee is unable to work because of illness or injury, s/he 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.

Upon request, an Employee shall be advised of the balance of his/her sick leave credits.

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 entitlements.

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 further six (6) months of 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 Rehabilitation 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 seven (7) calendar months from the initial date of absence as defined in Section 1.02(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 practise in the province of British Columbia, or
- (b) where necessary, from a medical practitioner licensed to practise 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:
 - (1) where it appears that a pattern of consistent or frequent absence from work is developing;
 - (2) where the Employee has been absent for six (6) consecutive scheduled days of work;
 - (3) 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 one-quarter (¼) 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 Employment Insurance sickness benefits and WCB 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:

- (1) one hundred percent (100%) of pay, or
- (2) 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 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 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;
- (h) Notwithstanding (c) above, where an illness or injury occurs during a period of approved:
 - (1) educational leave,
 - (2) general leave of absence not exceeding thirty (30) days,

- (3) maternity/adoption/parental 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.

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 calculating six (6) days per calendar year, one (1) day shall be considered to be one (1) day regardless of the regularly scheduled workday. Calculation for part-time Employees and 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 lay-off or separation is given after the commencement of the illness for which benefits are being paid.
- (b) In the event that lay-off or separation notice was given prior to the commencement of the illness, benefits will cease on the effective date of the lay-off or separation only if the illness commenced within two (2) months of the effective date of the lay-off or separation.
- (c) Benefits will continue to be paid in accordance with 1.10(a), for which notice of lay-off 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 lay-off or separation.

Part II — 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. To be covered by the Plan, a regular part-time Employee must be working a position that requires at least half-time work on a regularly scheduled basis, and must have completed six (6) months active service in such a position.

- (b) An Employee who is not actively at work because of illness or injury on the workday coincident with, or immediately proceeding, the date s/he 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), s/he 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 $\frac{2}{3}$ %).

For the purposes 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 sixty-five (65), or resigns, or dies, whichever occurs first.
- (d) An Employee in receipt of long term disability will be considered an Employee for purposes of superannuation and will continue to be covered by group life, extended health, dental and medical plans.

Employee will not be covered by any other portion of the collective agreement but will retain the right of access to a Rehabilitation 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 Employer 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 the 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 sicknesses, 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 Plan 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 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 twentyfour (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) a disability known to the Employer which was specifically taken into account by the Employer at the 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 s/he has completed twelve (12) consecutive months of service after the date of hire during which time s/he 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 an other legislation of similar purpose; and (b) any amount the disabled Employee receives 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 which s/he would be entitled if his/her application for such a 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 benefit 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:

- (1) one hundred percent (100%) of basic pay, or
- (2) 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 a 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, 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 s/he 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 the 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 of six (6) months prior to his/her 65th 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/Parental Leave, when the Employer shall pay the premium to a maximum period of twelve (12) weeks for parental leave, eighteen (18) weeks for maternity leave and to a maximum period of thirty (30) weeks for maternity/parental

leave combination. 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 with 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 the 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 a leave of absence without pay during the portion of the waiting period when s/he 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.

APPENDIX “B” — BOARD AND LODGING AND RELOCATION REGULATIONS

Part I - Board and Lodging Regulations

1.1 Definitions

For the purpose of these regulations, “*stationary Employees*” are Employees who occupy positions that require them to:

- (a) carry out their duties on a day-to-day basis at their headquarters, and/or
- (b) travel from their headquarters for short periods of time, and/or
- (c) travel from their headquarters more or less on a continuous basis, but whose assignments are of sufficiently short duration so that temporary headquarters cannot be practically assigned;

“*mobile Employees*” are those that occupy positions requiring assignment to a “temporary” headquarters for a significant period of time for each specific project and who are required to carry out their duties on a day-to-day basis from their assigned temporary headquarters, these Employees are usually required to change their temporary headquarters on a continual basis and would not be domiciled to a permanent headquarter;

“*field status Employees*” who are normally required to work away from their point of assembly and who, on a day-to-day work basis, do not work in an office, institution, plant, or other similar fixed location which is their normal point of assembly;

“*permanent camp*” is a camp which will be established and occupied continuously for more than one (1) year;

“*semi-permanent camp*” is a camp which will be established continuously for less than one (1) year, but more than five (5) months;

“*y or sub-base camp*” is a camp that will be established and occupied on a very temporary basis, is mobile in nature, and is generally isolated with very restricted access;

“*local hire*” is a person who is hired or is domiciled within eighty (80) kilometres of the job site by means of the shortest road route;

“*travel status*” with respect to an Employee means absence of the Employee from his/her headquarters or geographic location on Employer business with the approval of the Employer, but travel status does not apply to Employees temporarily assigned to a position outside of his/her headquarters or to field status Employees;

“*headquarters or geographic location*” is that area within a radius of thirty-two (32) kilometres of where an Employee ordinarily performs his/her duties. Within the Greater Vancouver Regional District, geographic location for relocation purposes is that area within a radius of sixteen (16) kilometres of where an Employee ordinarily performs his/her duties. When Employees are relocated, the headquarters area may be redefined where exceptional circumstances such as unusual road conditions exist.

1.2 Board and Lodging Allowances

- (a) *Local Hire:*

No board and lodging will be supplied or no living allowance will be paid to persons hired locally for a project. Should such persons be transferred to another project

where the distance involved requires the person to reside away from his/her original point of domicile, then board and lodging allowances will apply.

(b) *Employees at Their Headquarters:*

No board and lodging will be supplied, or living allowance or meals and/or accommodation paid to Employees while at their permanent place of residence or to "stationary" or "seasonal field" Employees while at their permanent headquarters, except as specifically authorized by the Agreement.

(c) *Travel Status:*

The following conditions and class of Employees shall be entitled to the current meal allowance and accommodation reimbursement, or the current private accommodation allowance in lieu of accommodation reimbursement:

- (1) "Stationary" Employees who are required to travel away from their permanent headquarters up to a maximum of sixty (60) days at one location on a continuous basis;
- (2) "Mobile" Employees who are required to travel away from their temporary headquarters, or, who are moving from one assigned temporary headquarter to another, and for a period up to thirty (30) days at the beginning of each assignment to enable them to arrange suitable longer term accommodation;
- (3) "Seasonal field" Employees who are required to travel away from their permanent headquarters up to a maximum of sixty (60) days at one location on a continuous basis, or, who are required to travel away from their assigned temporary headquarters for short periods up to a maximum of thirty (30) days at one location on a continuous basis, or, who are moving from one assigned temporary headquarter to another, and for a period up to thirty (30) days at the beginning of each assignment to enable them to arrange suitable longer term accommodation or until the Employer makes other arrangements such as providing board and lodging using community services or camp facilities;
- (4) Notwithstanding any provisions contained in subsection 3(a),(b) or (c), travel status will not apply where the Employer decides to provide for or supplies free board and lodging.

(d) *Board and Lodging:*

The following conditions and class of Employees, when not on travel status, shall be entitled to board and lodging supplied by the Employer in either Employer operated camps or by means of local community services:

- (1) "Stationary" Employees assigned to a temporary headquarter;
- (2) "Mobile" Employees assigned to a temporary headquarter;
- (3) "Seasonal field" Employees assigned to a temporary headquarter.

(e) *Per Diem Living Allowance:*

The per diem living allowance is intended to cover only those living costs which are considered over and above normal for those Employees whose positions require mobility or require that the Employee live in the field thereby making it impractical to establish a relatively permanent residence or reside at their permanent residence.

(1) Where the Employee would otherwise be entitled to travel status under subsection (c) or board and lodging supplied under subsection (d), the Employee may elect a per diem living allowance supplied, in which case the Employee shall be responsible to find and pay for his/her own accommodation and make and pay for his/her own board arrangements; however, where the Employer establishes a camp, the Employee will be obligated to receive board and lodging using camp facilities at the Employer's option.

(2) The election of the per diem allowance by the Employee shall not result in greater transportation costs to the Employer than would have resulted if board and lodging was supplied by the Employer.

(3) Where the Employee is entitled, the per diem living allowance will be sixteen dollars and twenty five cents (\$16.25), effective October 1, 1979, per day for each calendar day in the month which will be paid via the payroll (subject to income tax) one (1) month in arrears to enable the pay offices to calculate the correct entitlement. This allowance will be paid for the periods employed on the job and including days of rest, statutory and declared holidays, Short Term Disability leave, approved WCB leave with pay, other approved leave of absence with or without pay for periods up to five (5) days. Without limiting or extending the provisions of this section, the per diem allowances will not be payable during the following periods:

- (i) Non-approved unpaid absence from the job including abutting week-ends;
- (ii) Unpaid WCB leave and unpaid sick leave in excess of five (5) days, except that where such conditions occur and the Employee remains at the job area, then board and lodgings will be supplied by the Employer, but not beyond the periods of hire or twenty (20) days, whichever is the lesser;
- (iii) While on educational leave with or without pay;
- (iv) Termination pay for holidays and sick leave upon retirement;

(4) Where an Employee has elected free board and lodging it is understood and agreed that fifty percent (50%) of the per diem living allowance will be payable where the Employer is unable to supply board but lodging is supplied.

(5) Where an Employee has elected the per diem allowance, it is understood and agreed that, in the following situations fifty percent (50%) of the per diem allowance will be payable where the Employee and Employer mutually agree that it is necessary to retain the Employee's accommodation at his/her headquarters, and in such cases the Employer's agreement shall not be unreasonably withheld:

- (i) where the Employee is temporarily assigned away from his/her headquarters and is on travel status or supplied with free board and lodging;
- (ii) where the Employee is on annual holidays, banked holidays, or compensatory time off with pay; for the purpose of compensatory time off will be considered to commence on the first day off the job and will end the day before the Employee's return to work;
- (iii) where the Employee is on leave with pay for Union business.

Where the Employee and Employer do not find it necessary to retain accommodation at the Employee's headquarters under the circumstances outlined in this section, then no per diem allowance is payable.

- (6) It is understood that the Employer will advise the Employee in advance as to what type of board and lodging facilities are or will be made available, and the Employee will advise in writing if requested, prior to final arrangements being made, whether or not s/he wishes to accept board and lodging supplied or elect the per diem living allowance. The decision reached will remain in effect for the duration of the project, except that changes may be made by mutual agreement.
- (7) Where Employees have elected the per diem living allowance, it is understood and agreed that the Employer will be required to provide sufficient notice in writing of the termination date of the project to enable the Employee to avoid possible duplication of accommodation payments. In the event the project terminates later than the notice date given, the Employee shall be entitled upon production of receipts, to any duplication accommodation costs incurred directly resulting from the insufficient notice. Where the project terminates later than the notice date given, the Employee shall be entitled, upon production of receipts, to any abnormal increase of costs in accommodation, or any duplication accommodation costs incurred directly resulting from extending the termination date of the project. This would not include normal increases in rent that may be experienced during the extended period.

1.3 Moving of Trailers and Household Effects

It is understood and agreed that it is necessary for some "mobile", "seasonal field", and "stationary" Employees to move from one assignment to another to carry out their normal duties. In these cases, the regular relocation expenses will not apply, instead, the Employer shall be responsible for arranging and paying for the moving of the Employee's single-wide mobile trailer or home up to a maximum width allowed on highways with a permit, one vehicle, and/or household effects.

1.4 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.

1.5 Permanent Camp

Where a "stationary" Employee's permanent headquarters is a permanent camp, the Employee will be required to pay for board and lodging supplied. The rate will be one hundred and ninety-five dollars (\$195) per month or proportion thereof for a partial month. Where lodging only is supplied, the rate will be sixty dollars (\$60) per month or two dollars (\$2.00) per day. Where board only is supplied, the rate will be one hundred and thirty-five dollars (\$135) per month, or four dollars and fifty cents (\$4.50) per day or one dollar and fifty cents (\$1.50) per meal. This regulation, however, will not alter any existing arrangements whereby the Employee bid on a posted competition with the provision that free board and lodging would be supplied at the permanent headquarters.

Part II - Relocation Regulations

2.1 Policy

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

2.2 Travel Expenses on Relocation

- (a) *Initial Trip to Seek New Accommodation:*

The Employer shall grant, with no loss of basic pay, prior to relocation, 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. Any time beyond specified time may be charged against the Employee's annual vacation credits; however, expenses will not be payable. This leave must be for 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.

- (b) *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 relocation for Employees and dependents, for the actual travel 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 and under - one-half (1/2) rate
 Motel or Hotel - on production of receipts.
 Private lodging at old or new location at current rate.

- (c) 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 2.3, 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 allowance will be in accordance with the current Travel Expense Regulations.

2.3 Living Expenses Upon Relocation 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 maximum of thirty days;
 or
- (b) the Employer shall pay an Employee accompanied by dependents at the new location, a living allowance to 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.

2.4 Moving of Household Effects and Chattels

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

- (a) Moving of household effects and chattels up to 8,165 kg., 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) kilometres;
- (2) five hundred dollars (\$500) for a move which exceeds a distance of two hundred forty (240) kilometres;

- (3) one hundred dollars (\$100) where the Employee is entitled to receive the amount pursuant to Section 2.7(d).
- (f) Where the Employee exercises an option pursuant to (e) above then the provisions of (a) and (d) above shall not apply.

2.5 Moving of Mobile Homes

- (a) On relocation, an Employee who owns a mobile home 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 isolate 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 relocation 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 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 2.4 and 2.10.

2.6 Moving of Personal Vehicles Upon Relocation

The Employer shall reimburse Employees for the costs of transporting one (1) personal vehicle and one (1) 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.

2.7 Incidental Expenses on Relocation

The Employer shall pay to the Employee upon relocation only one (1) of the following amounts to cover incidental expenses on relocation, and once the Employee has claimed one (1) 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 rental accommodation in the new location – one hundred and 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 relocation 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.

2.8 Notice to Employee Upon Relocation

It is understood and agreed that the Employer will provide Employees with reasonable notice of the relocation effective date, and where possible, at least one (1) month's notice shall be given.

Where less than one (1) month's notice is given, or the relocation date is altered either earlier or later than the relocation 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, for the duplicate rent payments at the new location.

2.9 Requested Relocation by Employee

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

2.10 Real Estate and Legal Fees

On relocation, or within one (1) year of the effective date of relocation, 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 house in which s/he resided immediately prior to relocation.
- (b) An Employee who has sold his/her own home without the aid of a realtor shall be entitled 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 s/he lives after relocation 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 relocation (i.e., foundation poured), s/he 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 (1) transaction only.
- (e) The Employee may only claim legal fee reimbursement in either (c) or (d) above, not both.

APPENDIX “C” — GRADE LEVEL AND JOB TITLE CHART**GRADE LEVEL / JOB TITLE**

Single Rate Position	Carpenter Electrician Foreman, Electrical Grades Foreman, General Trades HVAC Mechanic	Mechanic Maintenance Mechanic Machinist Industrial Instrumentation Mechanic Plumber
1	Clerk Custodian	Labourer
2	Clerk Food Service Worker Labourer Recycling Assistant	Custodian Handler Receptionist
3	Assistant Clerk Receptionist Registration Assistant Switchboard Operator	Clerical Assistant Print Services Worker Receptionist/Clerical Support Stores Clerk
4	Assistant Cashier Clerk Customer Service Representative First Aid Attendant/Audiometric Printing Press Operator Secretary Supervisor Toolroom Attendant	Bookstore/Ancillary Services Coordinator Clerical Assistant Cook First Aid Attendant Officer Program Assistant Stockroom Attendant Technician Word Processing Operator
5	Assistant Coordinator Officer Purchasing Assistant/Coordinator Senior Clerical Assistant Systems Coordinator Technician Word Processing Operator	Clerk Equipment Operator Program Assistant Secretary Supervisor Technical Assistant Typesetter

6	Administrative Assistant Building Maintenance Person Clerk Equipment Operator Equipment Head Cashier Project Assistant Senior Clerk Systems Assistant Technician	Assistant Catering Supervisor/Cook Coordinator Repair Person Officer Secretary Supervisor Systems Coordinator
7	Administrative Assistant Coordinator Graphic Artist/Systems Administrator International Student Administrator Quality Assurance Editor Supervisor Technical Assistant	Catering/Satellite Supervisor Graphic Artist Information Analyst Officer Recreation Programmer Supervisor/Administrative Assistant Technical Writer
8	Buyer Graphic Artist/System Administrator Officer Program Support Coordinator Senior Research and Information Analyst System Administrator	Coordinator Industry Training Development Officer Photographer Recreation and Athletics Programmer Supervisor Technical Support Liaison
9	Coordinator Project Coordinator, Facilities Systems Administrator	Industrial Hygienist
10	Senior Buyer Coordinator	Producer
11	Manager	

LETTER OF UNDERSTANDING #1 — SICK LEAVE

The Parties agree that effective from February 20, 1987, staff members employed by the former BCIT shall convert to the Short Term Illness and Injury Plan (STIIP) as set out in Appendix A subject to the following terms and conditions:

- (a) Employees will be afforded an opportunity to make a one-time irrevocable selection between the two (2) following options:
 - (1) Employees may choose immediate coverage under the STIIP Plan. Accumulated sick leave credits will be frozen as at the date of ratification of this agreement and no further accumulation will occur. Credits will be used to supplement the seventy-five percent (75%) of pay benefit portion of the STIIP Plan by using twenty-five percent (25%) of a day's accumulation under the old sick leave bank for each day of absence under such portion of the STIIP Plan. Employees who elect this option shall be entitled to pre-retirement leave as specified in Article 17.16. There will be no other payout of sick leave credits except during maternity leave as provided for in paragraph (b) below; or
 - (2) Employees may choose to defer coverage under the STIIP Plan. Sick leave credits will be frozen as at the date of ratification of this Agreement and no further accumulation will occur. All sick leave will be paid at one hundred percent (100%) and the frozen sick leave will be accordingly reduced.

Once the sick leave credits are exhausted, the Employee will qualify for STIIP as set out in Section 1.03 of Appendix A. Should the Employee exhaust accumulated sick leave credits part way through an illness, STIIP benefits will be provided at seventy-five percent (75%) of pay until the earlier of recovery or six (6) months from the initial date of disability. Employees appointed subsequent to 84 April 01 who elect this option shall be entitled to preretirement leave pursuant to Article 17.16. Employees appointed prior to 84 April 01 who elect this option shall be entitled to a special paid leave for a period equivalent to one hundred percent (100%) of his/her accumulated sick leave credit, to be taken immediately prior to retirement, or a special cash payment of an amount equivalent to the cash value of one hundred percent (100%) of his/her accumulated sick leave credit, to be paid immediately prior to retirement and based upon his/her current rate of pay. There will be no other payout of sick leave credits, except during maternity leave, as provided for in paragraph (b) below.

- (b) Employees on maternity leave may use any accumulated sick leave credit after all Employment Insurance benefits have been used.

This benefit may be used in whole or in part at the Employee's option at any time or times, within a six (6) month period, after the expiration of maternity leave provided in the Maternity Protection Act.
- (c) In the case of (a) (1) and (2) above, deduction of sick leave shall be from the credit accrued by an Employee while in the employ of the Public Service Commission prior to any deduction being made from sick leave credits accrued since employment with the Board of Governors of the British Columbia Institute of Technology.
- (d) **On or before May 1 of each calendar year, the Employer will provide the Union with a list of employees who have an entitlement to sick leave credits under (a) above, and the credits remaining in their sick leave bank.**

LETTER OF UNDERSTANDING #2 — STUDENT ASSISTANTS, WORK STUDY PROGRAM, CHALLENGE

Student Assistants

The term “*student assistants*” shall mean any student who is employed to do special duties that would normally fall within the jurisdiction of the bargaining unit.

Such student assistants may be hired by BCIT pursuant to the following conditions:

- (a) The Union must approve student work projects. Such agreement shall not be unreasonably withheld.
- (b) Effective July 1, 2005, Student Assistants shall be paid \$9.31 per hour inclusive of all wages and benefits.
- (c) Any student hired to carry out the principle duties of a job covered by an existing position description shall be paid the rate for that position.

Work Study Program

- (a) Effective July 1, 2005, students hired to carry out special projects not normally carried out by Employees in the bargaining unit shall be paid \$9.31 per hour inclusive of all wages and benefits.
- (b) The Union shall appoint two (2) representatives and the Institute shall appoint one (1) representative to an adjudication committee which shall review and approve applications for work study projects.
- (c) The Parties agree that students employed under this Letter of Understanding shall be considered auxiliary Employees. Except as otherwise noted in this Letter of Understanding, Work Study Program appointments shall be pursuant to the terms of the Collective Agreement. Auxiliary Employees hired pursuant to the Work Study Program shall be considered terminated for cause upon completion of the program and shall not retain seniority.
- (d) The standard hours of work for Work Study Students shall be no more than ten (10) hours per week.

A student must be enrolled in classes to be covered by this Letter of Understanding.

Challenge

- (a) Students hired to carry out the principal duties of a job covered by an existing classification shall be classified accordingly and paid according to the rate established for that position.
- (b) Effective July 1, 2005, Challenge students hired to carry out special projects not normally carried out by Employees in the bargaining unit shall be paid at \$9.31 per hour inclusive of all wages and benefits.
- (c) The Union shall appoint up to two (2) representatives and the Institute shall appoint one (1) representative to an Adjudication Committee which shall review and approve applications for Challenge projects.
- (d) Auxiliary Employees hired pursuant to the Challenge Programs shall be considered terminated for cause upon completion of the Program and shall not retain seniority.

- (e) The standard hours of work for Challenge students will be no more than thirty-five (35) hours per week for an approximate period of fourteen (14) to eighteen (18) weeks from May through early September.
- (f) A student must be enrolled in classes to be covered by this Letter of Understanding.

LETTER OF UNDERSTANDING #3 — JURISDICTIONAL DISPUTES PROCEDURES

1. The Parties to this Agreement are the British Columbia Institute of Technology, the B.C. Government and Service Employees' Union, and the British Columbia Institute of Technology Staff Society. The Parties agree that the process set out in this Agreement shall be the exclusive dispute resolution process for any dispute whatsoever over which bargaining unit a position is in. This Agreement covers the Staff Society bargaining unit, as well as the two B.C. Government and Service Employees' Union bargaining units.
2. The Parties shall use a process of mediation/arbitration. The process shall be expedited in all respects.
3. The powers of the arbitrator and the arbitration procedures shall be as attached in Appendix 1.
4. The process shall take place at the British Columbia Institute of Technology.
5. Formal hearings at the arbitration stage shall be dispensed with as far as is reasonable in the circumstances. The Parties shall attempt to agree to a Statement of Facts. Witnesses may be called and examined and cross-examined on areas of factual disagreement.
6. Each Party shall provide copies of all documents to be used, to the other Parties, one (1) week in advance of mediation/arbitration.
7. Each Party shall provide a brief outline of its position to the other Parties, one (1) week in advance of the mediation/arbitration.
8. Individual Employees directly affected by the decision shall be given notice of the hearing, and shall have the right to attend the hearing.
9. The onus shall be on the Party seeking the transfer of a new or altered position.
10. Hearings shall last no longer than one (1) day.
11. The arbitrator's decision shall be final and binding on the Parties.
12. The mediators/arbitrators under this Agreement shall be named at a later date. These persons shall be used in rotation unless one is unavailable within the month following the request. In that event the next named person shall be used. The cost of the arbitration shall be borne equally by the three (3) Parties to this Agreement.

DATED at the Municipality of Burnaby, British Columbia, this 2nd day of November, 1988.

D. Svetic
Executive Director, Academic Projects
British Columbia Institute of Technology

J. Stockdale
Acting Director, Personnel/Employee Relations
British Columbia Institute of Technology

L. Tosczak
For the President
B.C. Government and Service Employees' Union

C.V. Spong
President,
British Columbia Institute of Technology, Staff Society

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 Employer's organization, on the Employers bound by this 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.

LETTER OF UNDERSTANDING #4 — 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 (one (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 (e.g., 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 Representative

Dated: 89 June 09

LETTER OF UNDERSTANDING #5 — VOLUNTARY TRANSFERS 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 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. Toszczak
BCGEU Representative

J. Stockdale
BCIT Representative

C.V. Spong
BCIT Staff Society Representative

Dated: November 1, 1989

LETTER OF UNDERSTANDING #6 — PAY EQUITY

1. The Parties agree to establish a Joint Pay Equity Committee should the provincial government make funds available specifically for pay equity purposes, or should it become necessary by virtue of legislation enacted by the provincial government.
2. The Joint Pay Equity Committee shall be responsible for all aspects of the development and implementation of the Pay Equity Plan.
3. Upon the request of the Government of British Columbia, the Parties agree to cooperate in making application for pay equity funds that become available.

LETTER OF UNDERSTANDING #7 — TRANSFERS/MERGERS OF PROGRAMS/SERVICES BETWEEN INSTITUTIONS

The parties to this collective agreement agree that the following provisions shall govern transfers/ mergers of programs and services with Institutions identified below subject to the agreement of those Institutions and their Unions:

Camosun College - CUPE Local 2081
College of the Rockies - CUPE Local 2773
Douglas College - BCGEU Local 703
Justice Institute of British Columbia - BCGEU Local 703
Kwantlen University College - BCGEU Local 703
Malaspina University College - CUPE Local 1858
North Island College - CUPE Local 3479
Northern Lights College - BCGEU Local 710
Northwest Community College - BCGEU Local 712
Open Learning Agency - BCGEU Local 703
University College of the Cariboo - CUPE Local 900

- (a) When BCIT or one (1) or more Institutions identified above decides to transfer/merge a program/service or a partial program and the transfer/merger will result in the transfer or layoff of one (1) or more Employees of one (1) or more of the Institutions, the Institutions will provide written notice to the local Union(s) as soon as possible, but not less than sixty (60) days prior to the date of transfer/merger.
- (b) In the case of program/service transfers or mergers between Institutions, the following conditions will apply to permanent/regular Employees of the transferring Institution:
 - (1) Permanent/regular Employees of the transferring Institution shall have the option of transferring with the program. However, in the event that the program/service transfer/merger results in the reduction in complement of the program, then the offer(s) of transfer of employee(s) shall be on the basis of seniority provided the Employee possesses the necessary qualifications to perform the duties and responsibilities of the position at the receiving Institution.
 - (2) Should there be no option to transfer, the provisions of the local Collective Agreement at the sending Institution shall apply.
- (c) Should an Employee opt to transfer from the sending Institution, the following conditions will apply:
 - (1) For transferring Employees all seniority accrued at the sending Institution will be converted according to the seniority provisions of the receiving Institution and recognized for all purposes under the Collective Agreement at the receiving Institution.
 - (2) At the date of transfer/merger, all rights of the terms of the Collective Agreement of the sending Institution shall expire and all the terms and conditions of the receiving Institution's Collective Agreements shall apply.
 - (3) The waiting period for the various health and welfare benefits at the receiving Institution shall be waived. Claims which have occurred prior to the date of the transfer/merger shall remain the responsibility of the sending Institution.

- (4) Each transferring Employee shall receive the salary on the receiving Institution's salary scale of the applicable classification that is closest to their previous salary, exclusive of premiums and allowances.
- (5) Where the receiving Institution has an accumulated sick leave plan, the employee's sick leave credits shall be transferred to the receiving Institution. Where not applicable, such credits shall be paid out to the Employee or to an RRSP at the Employee's request, pursuant to the local Collective Agreement at the sending Institution. Employees transferred to a receiving Institution with an accumulated sick leave plan and who do not have sick leave credits to transfer, shall be credited with one (1) year's sick leave entitlement according to the receiving Institution's Collective Agreement.
- (6) Vacation entitlements earned up to the time of transfer/merger for transferring Employees will be recognized by the receiving Institution for the calendar year of the transfer. All subsequent vacation entitlements will be in accordance with the Collective Agreement of the receiving Institution recognizing accrued seniority.
- (7) An Employee at the sending Institution who has opted for transfer, but is on sick leave or short-term disability, will not be transferred until certified to return to active duty and will remain an Employee of the sending Institution.
- (8) Grievances arising prior to the transfer/merger date remain the responsibility at the sending Institution.
- (9) Program/service transfers/mergers will not result in the bumping or layoff of Employees at the receiving Institution at the time of transfer.
- (10) At the time of the transfer/merger, employees may choose to remain in the Pension Plan of the sending Institution.
- (11) Due to the complexity of transfer/merger as it impacts Collective Agreement provisions, the local Parties shall remain available to reconvene.

LETTER OF UNDERSTANDING #8 — JOINT JOB EVALUATION PLAN COMMITTEE

The parties to the collective agreement agree to establish a Joint Job Evaluation Plan Committee (JJEPC) that shall be governed by the following conditions.

1. Composition of Committee

The JJEPC shall be established within one (1) month of the ratification of the renewed collective agreement.

The JJEPC shall consist two (2) representatives from each of the Parties to the Agreement.

Union representatives on the JJEPC shall suffer no loss of seniority or remuneration otherwise payable by the Institute when meetings of the JJEPC are held during work hours.

2. Purpose

The JJEPC shall conduct a study of alternate gender-neutral job evaluation plans that would be suitable for implementation at the Institute. Upon review, comparison and consideration, the JJEPC will issue recommendations to the parties. The JJEPC shall endeavour to issue majority recommendations.

3. Reporting Timelines

The JJEPC shall issue their recommendations to the Bargaining Principals by March 31, 2001. Recommendations which are mutually acceptable to the Bargaining Principals shall be implemented.

MEMORANDUM OF AGREEMENT

BETWEEN:

BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY

AND:

BRITISH COLUMBIA GOVERNMENT AND SERVICE

EMPLOYEES' UNION

(SUPPORT STAFF)

Re: Recruitment and Retention of Auxilliary Employees (RRAE)

The parties to the collective agreement agree to establish a sub-committee (the RRAE committee) of the Joint Labour Management Committee that shall be governed by the following conditions.

Composition of the Committee

The RRAE committee shall be comprised of two Union and two Employer representatives or the Labour Management Committee.

The RRAE may include up to one additional Union and Employer representative who shall be selected based on their knowledge of auxiliary employment at BCIT.

Union representatives on the RRAE shall suffer no loss of seniority or remuneration otherwise payable by the Institute when meetings of the RRAE are held during working hours.

Purpose of RRAE

The purpose of the RRAE shall be to review the recruitment and retention practices of the Institute as they pertain to auxiliary employees and to make recommendations to the Joint Labour Management Committee on how these practices could be enhanced. The RRAE shall include, at a minimum, a review of the following practices as they apply to auxiliary employees:

- Recruitment initiatives
- Selection Criteria
- Orientation
- Performance Reviews
- Training and Development Opportunities

Report of RRAE

The RRAE shall issue a written report containing recommendations to the Joint Labour Management Committee by March 31, 2005.

Memag #04SUP15

MEMORANDUM OF AGREEMENT

Between

The British Columbia Institute of Technology

And

The British Columbia Government and Service Employee's Union
Support Staff

Re: Mandatory Retirement

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

- 1) No employee will be required to retire due to age, provided that the Employee is capable of carrying out his/her duties.
- 2) Employees that retire from the Institute and are subsequently re-employed will be considered new employees.
- 3) Individuals who continue to work beyond the end of the month in which they turn 65:
 - a) will not be entitled to LTD coverage as set out in Appendix A – Part II. Cessation of Plan Coverage will be in accordance with Appendix A 2.8.
 - b) will be entitled to Group Life insurance in the amount of \$10,000 until age 70.
 - c) will not be entitled to the provisions of Article 29.10.
 - d) will be entitled to access the Short Term Illness and Injury plan as set out in Appendix A – Part I.
- 4) An employee who is over the age of 65, and who has been absent from active employment as a result of illness or injury for a 6 month period, may, at the Institute's discretion, be terminated from employment at the Institute.
- 5) The Parties agree that the following collective agreement articles will be interpreted as follows:
 - a) 12.2(d) – Labour Adjustment
The reference to "early retirement" under "purchase of past pensionable service" shall be read in the context of the Pension Plan requirements regarding the eligible age to receive a superannuation allowance – see Article 12.10.
 - b) Article 12.8 – Layoff Notice
The reference to "early retirement" shall be read in the context of the Pension Plan requirements regarding the eligible age to receive a superannuation allowance – See Article 12.10.
 - c) Article 12.9 – Layoff Options
The reference to "early retirement" shall be read in the context of the Pension Plan requirements regarding the eligible age to receive a superannuation allowance – See Article 12.10.
 - d) Article 12.10 - Early Retirement
For the purposes of this provision, the reference to "the time that would be required to reach an Employee's maximum retiring age" will mean the time that it would take to reach the Employee's 65th birthday.

- e) Article 18.1 – Vacation Leave on Retirement
The reference “or who has reached the mandatory retiring age” will have no application.
 - f) Article 18.2 – Pre-retirement Leave
The reference “or who has reached the mandatory retiring age” will not have any significance.
- 6) The Parties agree that an annual review and assessment of the impact that the abolishment of the mandatory retirement policy has had on Employees, the Union and the Institute will take place in October of 2005 and each subsequent calendar year.

On behalf of the
BCGEU Support Staff

On behalf of
The British Columbia Institute of Technology

“Ken Holmes”

Ken Holmes
BCGEU Staff Representative

“Clodine Sartori” per Tomi Eeckhout

Tomi Eeckhout
VP, Human Resources

Date: October 6, 2004

Date: October 6, 2004

Memag #05Sup17

MEMORANDUM OF AGREEMENT

between

B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION
(Support Staff)

and

THE BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY

RE: Article 21.6 Supplemental Employment Benefit (SEB)

The parties have negotiated language regarding a supplemental employment benefit for the Support Staff bargaining unit to be included in the July 1, 2002 to June 30, 2006 collective agreement – article 21.6. The parties also wish to reach an agreement for the implementation and application of the new article 21.6. It is the intent of the parties that there will be no additional costs or liabilities placed in the Institute except as otherwise set out in this Memorandum.

This agreement is without prejudice to either party's interpretation of any other provision in the collective agreement. The parties agree as follows:

Application

1. The SEB applies to regular employees and employees who post into fixed term appointments and receive benefits. Employees must be eligible for maternity and/or parental leave under article 21 in order to qualify for the SEB.

Effective Date

2. The SEB takes effect April 1, 2005. Employees entitled to take maternity and/or parental leave after this date may be entitled to the full 52 weeks of SEB. Employees who began their leave prior to April 1, 2005 may begin to receive the SEB as of April 1, 2005 and continue for the balance of the maternity and/or parental leave. The SEB is not retroactive for the portion of the leave prior to April 1, 2005.

Application to Fixed Term Employees

3. When the Employer elects to post a fixed term vacancy, the successful candidate is treated as a regular employee for the duration of the appointment and is entitled to benefits, other than LTD, for the duration of the appointment ("Fixed Term Employees").
4. Fixed Term Employees are entitled to access the SEB for the term of his or her current fixed term appointment ("Fixed Term Appointment"). At the expiry of the Fixed Term Appointment, the SEB and the maternity and/or parental leave (as well as other benefits under the collective agreement) cease.
5. In the event that the Fixed Term Appointment is extended and the Fixed Term Employee would have continued in the appointment but for the maternity and/or parental leave, then the Fixed Term Employee will be continued in the appointment and/or the maternity/ parental leave with SEB for the remainder of the extended Fixed Term Appointment.
6. Employees who backfill for a Fixed Term Employee on maternity and/or parental leave under article 21 will be deemed to be auxiliary employees and will not be entitled to Fixed Term Employee status or benefits.
7. Notwithstanding articles 17.1(a) and 17.14, annual vacation entitlements and vacation pay shall continue to accrue for the period up to a maximum of thirty (30) weeks while an employee is on

maternity and/or parental leave providing the employee returns to work for a period equal to the period of leave taken (to a maximum of thirty (30) weeks). Vacation earned pursuant to this provision may be carried over to the following year notwithstanding article 17.14.

Waiting Period

8. Employees eligible for the SEB shall receive 75% pay during the initial 2 week waiting period for Employment Insurance benefits.
9. In accordance with Employment Insurance, when both parents are employees of BCIT and are sharing the benefit contained in article 21.6, they will only serve a single 2 week waiting period.
10. When both parents are employees of BCIT, the SEB may be claimed by one parent or shared between the two parents but may not exceed a combined total of 52 weeks.

Employee Obligations

11. In order to receive the SEB under article 21.6, qualified employees are required to:
 - a. Advise the employer of his/her intention to take maternity and/or parental leave in accordance with article 21;
 - b. Apply for EI benefits and provide proof to the Employer of same, as well as confirmation of benefits received;
 - c. Sign an agreement that s/he will return to work and remain in the Employer's employ for at least 26 weeks or equivalent to the leave taken, whichever is greater; and
 - d. Return to work for a period of 26 weeks or the equivalent to the leave taken, whichever is greater, or repay the SEB benefits in accordance with article 26.1

Calculating the SEB

12. Articles 21.6.1(a) and 21.6.1 (c) set out the formula to calculate the amount of the SEB as follows:

$$\text{SEB} = 75\% \times \text{Average base salary (in 26 calendar weeks preceding the leave) less EI benefit (or amount of EI benefit s/he would have received if qualified for benefits)}$$
13. An employee's average base salary is based on the employee's base salary during the 26 calendar weeks prior to the leave. This does not include payments for overtime, shift differential or other allowances but does include substitution pay, where applicable.
14. If an employee was on STIIP, LTD or WCB during the 26 calendar week period prior to the leave, then the 'average base salary' will be based on the amount they would have received but for the STIIP, LTD or WCB leave (their regular base salary for that period of time).
15. Because the SEB is calculated based on the average base salary in the 26 calendar weeks preceding the leave it is not affected by any adjustments to the wage rates during the term of the maternity and/or parental leave.

Repayment and Failure to Return to Work for Required Period

16. An employee who does not return to work and remain in the employ of the Institute for the equivalent of 26 weeks or the period of the leave (and at the percentage appointment the

employee was at prior to the leave), whichever is greater, will repay the Institute for the SEB received on a pro rated basis. That is, if an employee returns to work for a period of time less than the leave with SEB taken, then repayment of the SEB received will be required on a pro rated basis.

For example:

Jane Doe takes a 52 week maternity/parental leave and receives SEB for 52 weeks. If:

- a. She does not return to work following the leave, she is required to reimburse the Institute for all SEB benefits received.
- b. She returns to work for 20 weeks, she must reimburse the Institute for the equivalent of 32 weeks of SEB.

17. A Fixed Term Employee who is on the auxiliary list or returns to a Fixed Term Appointment following his/her maternity and/or parental leave will have a period equivalent to 2 times the length of the leave to fulfill the return to work requirement. This calculation will be based on a 1827 hour year. If s/he returns to work for some lesser period of time, then the repayment obligations will be pro rated for the time s/he actually worked following the leave. There is no obligation on the Employer to find the employee a subsequent position.

For example:

Jane Doe, a Fixed Term Employee, takes a 52 week maternity/parental leave and receives SEB for 52 weeks:

- a. If she is available for work immediately following the end of her leave, she has up to 104 weeks to actually work for a period of time equivalent to the leave taken.
 - b. If she does return to work for a period equivalent to the leave taken, then no repayment is required.
 - c. If she returns to work some lesser period of time during the 104 weeks, then the repayment is pro rated for the time she has actually worked after returning from the leave.
 - d. If she is not available for work immediately following a maximum 52 week EI maternity/ parental benefit period, then repayment of the full SEB received is required in accordance with article 21.1
18. In the case that a Fixed Term Employee is on the auxiliary list and is available for work following his/her maternity and/or parental leave, then the provisions of 32.3(c) will be suspended until 10 months prior to the end of the period allowed for return to work (i.e. 2 times the length of the leave less 10 months).

Deductions

19. The SEB benefit is subject to the normal deductions except for the EI premium.
20. The SEB benefit is 'pensionable service'. Upon return to work at BCIT following a maternity and/or parental leave with SEB, an employee may apply to the BC Pension Corporation to purchase pensionable service. In such cases the rules of application as set out by the BC Pension Corporation will apply.

"Richard Schaeffer"

"Laura Mills"

Richard Schaeffer
Chair
BCGEU Support Staff

Laura Mills
Acting Manager,
Labour Relations
BCIT

July 22, 2005

July 22, 2005

date

date

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