

## MEMORANDUM OF AGREEMENT

between the

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

and the

BRITISH COLUMBIA GOVERNMENT SERVICE AND EMPLOYEES UNION  
(hereinafter called "the Union")

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

AND

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

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 01 2012 AND EXPIRING MARCH 31 2014 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2012-2014 Collective Agreement continue except as specifically varied below by paragraphs 2 to 4, both inclusive.

2. **Term of Agreement**

The term of the new Collective Agreements shall be for 60 months from April 01, 2014 to March 31, 2019 both dates inclusive.

3. **Effective Dates**

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

4. **Appendix "A"**

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

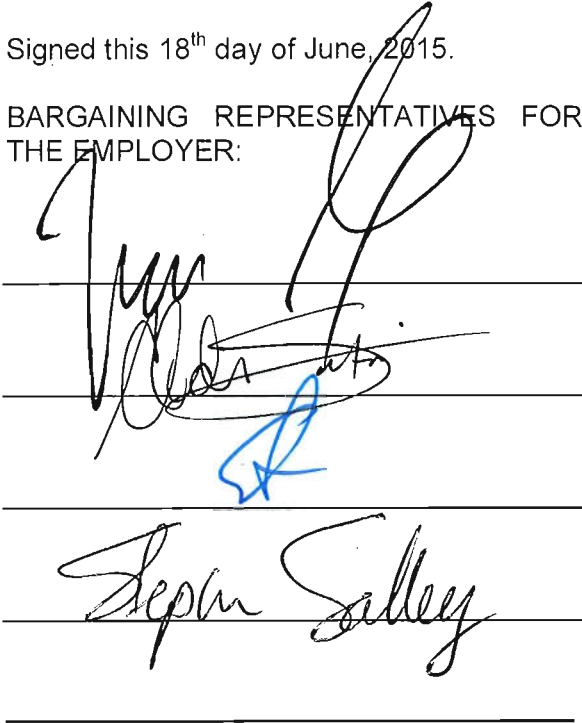
5. **Ratification**

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

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

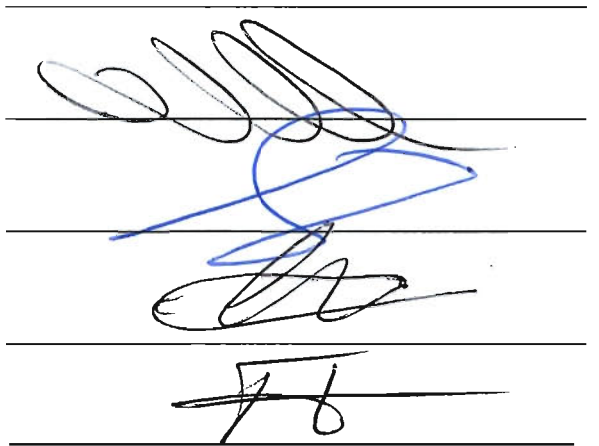
Signed this 18<sup>th</sup> day of June, 2015.

BARGAINING REPRESENTATIVES FOR  
THE EMPLOYER:



The Employer's section contains four horizontal lines. The top two lines are filled with a large, stylized black signature. The third line contains a smaller signature in blue ink. The bottom line contains the name "Stephen Salley" written in black cursive.

BARGAINING REPRESENTATIVES FOR  
THE UNION:



The Union's section contains four horizontal lines. The top two lines are filled with a large, stylized black signature. The third line contains a smaller signature in blue ink. The bottom line contains a signature that appears to be "J. B." written in black cursive.

## APPENDIX "A"

All of the terms of the 2012-2014 BCGEU Vocational Instructors Collective Agreement continue except as specifically varied below:

### **(1) Schedule A – Salaries**

#### **(Instructors, Non-Instructional Employees/Coordinators, Chief Instructor Allowances)**

Effective the date of ratification, the Employer and the Union agree to amend Schedule A as follows:

- (a) Effective the first day of the first full pay period after April 1, 2015, all annual rates of pay in Schedule A of the collective agreement which were in effect on March 31, 2015 shall be increased by one percent (1%).
- (b) Effective the first day of the first full pay period after February 1, 2016, all annual rates of pay in Schedule A of the collective agreement which were in effect on January 31, 2016 shall be increased by the Economic Stability Dividend\*.
- (c) Effective the first day of the first full pay period after April 1, 2016, all annual rates of pay in Schedule A of the collective agreement which were in effect on March 31, 2016 shall be increased by one-half of one percent (0.5%).
- (d) Effective the first day of the first full pay period after February 1, 2017, all annual rates of pay in Schedule A of the collective agreement which were in effect on January 31, 2017 shall be increased by shall be increased by one percent (1%) plus the Economic Stability Dividend\*.
- (e) Effective the first day of the first full pay period after April 1, 2017, all annual rates of pay in Schedule A of the collective agreement which were in effect on March 31, 2017 shall be increased by one-half of one percent (0.5%).
- (f) Effective the first day of the first full pay period after February 1, 2018, all annual rates of pay in Schedule A of the collective agreement which were in effect on January 31, 2018 shall be increased by one percent (1%) plus the Economic Stability Dividend\*.
- (g) Effective the first day of the first full pay period after April 1, 2018, all annual rates of pay in Schedule A of the collective agreement which were in effect on March 31, 2018 shall be increased by one-half of one percent (0.5%).
- (h) Effective the first day of the first full pay period after February 1, 2019, all annual rates of pay in Schedule A of the collective agreement which were in effect on January 31, 2019 shall be increased by one percent (1%) plus the Economic Stability Dividend\*.

The new rates shall be rounded to the nearest whole cent or dollar as applicable. These wage increases shall apply to all current employees who are members of the bargaining unit.

\* See the Memorandum of Understanding on the Economic Stability Dividend (ESD).

## (2) MEMORANDUM OF UNDERSTANDING (NEW)

### Re ECONOMIC STABILITY DIVIDEND (ESD)

#### Definitions

1. In this Letter of Agreement:

“Collective agreement year” means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

“Economic Forecast Council” means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c. 23.

“Forecast GDP” means the average forecast for British Columbia’s real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government.

“Fiscal year” means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as ‘the period from April 1 in one year to March 31 in the next year’.

“Calendar year” is a twelve (12) month period starting January 1<sup>st</sup> and ending December 31<sup>st</sup> of the same year based upon the Gregorian calendar.

“GDP” or “Gross Domestic Product” for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts.

“GWI” or “General Wage Increase” means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11<sup>th</sup>) month in a collective agreement year.

“Real GDP” means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada’s Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as “Real Gross Domestic Product at Market Prices” currently in November of each year.

#### The Economic Stability Dividend

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC’s real GDP.

3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.

4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

#### **Annual Calculation and publication of the Economic Stability Dividend**

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.

6. The timing in each calendar year will be as follows:

- (i) February Budget – Forecast GDP for the upcoming calendar year;
- (ii) November of the following calendar year – Real GDP published for the previous calendar year;
- (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
- (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend.

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

- (i) February 2015 – Forecast GDP for calendar 2015;
- (ii) November 2016 – Real GDP published for calendar 2015;
- (iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- (iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend
- (v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively February, 1, 2016, February 1, 2017, February 1, 2018 and February 1, 2019.

#### **Availability of the Economic Stability Dividend**

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

## Allowable Method of Payment of the Economic Stability Dividend

9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.

### (3) Article 8.10 Expedited Arbitration

~~Effective the date of ratification,~~ The parties agree that the following expedited arbitration process will be used for the resolution of grievances:

#### (a) Expedited Arbitrations

Where a difference arises relating to the interpretation, application or administration of the collective agreement, including where an allegation is made that a term or condition of the agreement has been violated, either party may, after exhausting the steps of the grievance procedure under the agreement, notify the other party within ten (10) calendar days of receipt of the last grievance step reply, of its desire to arbitrate under Article 8.10 and to submit the difference or allegation to expedited arbitration before a single arbitrator.

#### (b) Issues for Expedited Arbitration

(1) All grievances except those relating to the following shall be resolved by expedited arbitration:

- i. Dismissals;
- ii. Suspensions in excess of five (5) working days;
- iii. Policy grievances;
- iv. **Grievances requiring substantial interpretation of a provision of the collective agreement**
- v. Grievances requiring the presentation of extrinsic evidence;
- vi. Grievances where a local party intends to raise a preliminary objection;
- vii. Grievances arising from the duty to accommodate;
- viii. Rejection on probation; and
- viii. Demotions

(2) Those grievances not suitable for resolution at expedited arbitration, as listed under Article 8.10(b)(1) above, may be referred to arbitration under the provisions of Articles 8.1 to 8.8 of the collective agreement.

(3) By mutual agreement, a grievance falling into any of the categories as listed under Article 8.10(b)(1) above, may be placed into the expedited arbitration process.

#### (c) Expedited Arbitrators

The following arbitrators shall be selected on the basis of the person who is first available to hear the grievance ~~within ten (10) calendar days of appointment~~, on a rotating basis. **It is understood that the same arbitrator will not be selected to hear consecutive grievances except by mutual agreement by the parties.**

- Chris Sullivan
- Colin Taylor
- John Hall
- Mark Brown
- Marguerite Jackson

If none of the listed arbitrators are available ~~within ten (10) days~~, the parties shall agree to another arbitrator. ~~who is available within ten (10) days of appointment.~~

- (d) Process  
As the process is intended to be expedited, lawyers shall not be retained to represent either party. This does not preclude either party from using staff who may be lawyers.
- (e) Agreed Statement of Facts  
The parties shall develop an agreed statement of facts and shall exchange reliance documents prior to the hearing. Disclosure of relevant or potentially relevant documents is a mutual and ongoing obligation before and during the particular hearing.
- (f) Written Submission  
By mutual agreement, written submissions may be used in place of a hearing. Submissions shall be in standard format and will not be more than ten (10) pages long.
- (g) Procedure  
All presentations shall be short and concise and are to include a comprehensive opening statement. The parties shall make limited use of authorities during their presentations.
- (h) Mediation  
  - (1) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.
  - (2) Where mediation fails or is not appropriate in the opinion of the arbitrator, a decision shall be rendered as contemplated herein.
- (i) Issuance of Decision  
The decision of the arbitrator is to be completed on the agreed form and mailed to the parties within three (3) working days of the hearing.
- (j) Status of the Decision  
  - (1) All decisions, including mediated settlements, under this expedited arbitration process are limited in application to the particular dispute and are without prejudice. The decisions shall have no precedential value and shall not be referred to in any subsequent proceeding. The expedited arbitrators shall include statements to this effect at the beginning of their decision.
  - (2) All settlements of proposed expedited arbitration cases made prior to an expedited hearing are also without prejudice and have no precedential value.
  - (3) The decision or award, including mediated settlements, is final, binding, and conclusive, and is not open to question or review in a court on any grounds

whatsoever.

- (4) Should the parties disagree as to the meaning of the decision or award, including mediated settlements, either party may request that the arbitrator clarify the decision.

(k) Costs

- (1) The parties shall equally share in the costs of the fees and expenses of the expedited arbitrator.
- (2) Hearings shall be conducted at the institution or at the offices of the union where possible to minimize costs.

(l) Authority of Arbitrator

The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions under the *Labour Relations Code*.

(5) **Article 13.15** ~~Equipment Demonstrations~~ **Technological Currency**

Change title of article

(6) **Article 20.4 Supplemental Employment Benefit for Maternity and Parental Leave**

Delete subsection (c)

- (c) ~~If an employee is disentitled or disqualified from Employment Insurance maternity or parental benefits, the employee shall receive the supplemental payment to the appropriate percentage less the amount of Employment Insurance benefits the employee would have received if qualified for Employment Insurance benefits.~~

(7) **Training of Harassment Investigators**

The Parties agree to the alteration made to Letter of Understanding #3 of the Common Table Agreement as follows:

The committee shall ~~begin meeting by May 1, 2013 and~~ complete their duties by June 30 2013~~5~~.

(8) **Health and Welfare Benefits**

The Parties agree that:

Effective January 1, 2016 Extended Health Benefit plans will be amended such that the individual and family deductible will be increased from twenty-five dollars (\$25) to fifty dollars (\$50) per calendar year.

Effective January 1, 2017 vision care coverage shall be increased from \$400 every two (2) years to \$500 every two (2) years.



Effective January 1, 2017 hearing aid coverage shall increase from \$600 every three (3) years to \$1000 every (3) years.

Effective January 1, 2016 the reimbursement for professional services will be amended from ten dollars (\$10) per visit maximum for the first twelve (12) visits per calendar year to ten dollars (\$10) per visit maximum for the first five (5) visits per calendar year, where applicable and subject to the terms of the Extended Health Benefit Plan.

Effective January 1, 2017, upon physician referral and subject to the terms of each applicable Extended Health Benefits plan, charges for a provincially licensed Substance Abuse Rehabilitation Facility, when not covered by a provincial medical plan, will be reimbursed to a lifetime maximum of \$25,000 per eligible insured.

**(9) Article 24.7 – Legislative Changes**

Delete Article 24.7

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

**(10) Memorandum of Agreement – Chief Instructors’ Job Description**

The parties agree to revise the Memorandum of Agreement on Chief Instructors’ Job Description at part 4 – Staff Relations and at part 7 – Internal Liaison (See attached)

**(11) Deferred Salary Plan**

The Parties agree to the Deferred Salary Plan as attached.

**(12) Job Sharing**

The Parties agree to the Memorandum of Agreement regarding Job Sharing as attached.

**(13) Housekeeping**

The parties agree to all housekeeping proposals presented by the Employer to the Union on March 26, 2014.

***Housekeeping***

**Transfer Regulations**

**1.8 Notice to Employee Upon Transfer**

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

***Housekeeping***

**2.10 Time Off for Union Business**

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

***Housekeeping***

**8.2 Composition of the Board of Arbitration**

- (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 **(2)** appointees shall then meet to select an impartial chairperson.

***Housekeeping***

**8.3 Failure to Appoint**

If the recipient of the notice fails to appoint an arbitrator, or the two **(2)** appointees fail to agree upon a chairperson within seven (7) days of their appointment, the appointment shall be made pursuant to Section 86 of the *Labour Relations Code*.

***Housekeeping***

**10.6 Seniority Tie Breaker**

The Employer and the Union agree that where there is a tie in seniority between two **(2)** or more Employees, a determination of seniority shall be made in the following manner:

- (a) Where two **(2)** or more regular Employees whose start date as regular Employees is the same, auxiliary, substitute and temporary seniority of each Employee shall be referred to for the purpose of determining the order of seniority of the regular Employees involved.

***Housekeeping***

**11.1 Appointment Policy**

- (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.

## ***Housekeeping***

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

- (a)(2)(iii) Normally, in order to perform the duties of Chief Instructor, a minimum of twenty-five percent (25%) release time from instructional duties will be provided. For programs having four (4) to eight (8) instructors a minimum of forty percent (40%) release time will be provided, and for programs having nine (**9**) or more instructors the appointed Chief Instructor will have seventy-five percent (75%) release time. Nothing in this Agreement shall prevent a Chief Instructor from filling-in, for a short period of time, for an instructor who is, for example: ill; attending an Educational Council; or an Articulation; or safety meeting.
- (g) In order to accommodate functions (3) through (8) duties or where duty requires more time than provided for in (c) for functions (3) through (8), the instructor, in consultation with the Chief Instructor and Associate Dean, may combine classes at parallel or compatible levels of progress for such activities as common lectures; study; visual presentations; presentation to students of common learning material by external lecturers and industry trainers; supervision and monitoring of examinations; or the supervision and monitoring of assigned classroom study periods; for more than one (**1**) class at the same time.



***Housekeeping***

**13.5 Non-Instructional Duty Day**

- (a) In order to allow Employees time to prepare for incoming classes and to conclude the affairs of previous classes, provisions shall be made for the scheduling of non-instructional duty days, ten (10) working days for each instructor in any one **(1)** calendar year. This provision shall also apply to those instructors in a continuous intake course. The non-instructional duty day entitlement for instructors who do not teach a full year shall be pro-rated accordingly. Implementation of this clause shall begin on January 1, 1980 and be fully implemented by April 1, 1980.

***Housekeeping***

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

*(last paragraph, after a, b and c)*

If one **(1)** or more of the components in the work unit has a point of assembly negotiated in an Agreement and there is a work dependency between such Employees then the point of assembly for all Employees in the work unit shall be as negotiated for the members of the component having the largest representation in the work unit.

***Housekeeping***

**13.14 A Procedure for Obtaining the Instructor Diploma**

- (e) The Manager, Advisory Services or his/her designate shall process the notification of the Employee's completion of the Ministry's Instructor Diploma Program in order to ensure the application and compliance with Article 26 and ~~Memorandum of Agreement #1~~ **Letter of Understanding #9** of the Collective Agreement.

## ***Housekeeping***

### **13.18 Career and Skills Development Fund**

#### (d) Short Term Leave

Short Term Leave is defined as leave with pay to attend training/courses three (3) weeks or less in duration.

##### (1) Eligibility

The following may make application to the Fund for Short Term Leave:

- (i) employees with one **(1)** or more year(s) seniority;
- (ii) employees with less than one **(1)** year of seniority may only apply for funds to complete the Provincial Instructor's Diploma; and
- (iii) a Chief Instructor or Associate Dean may apply for funds to offer training opportunities to entire Departments/Areas/Schools.

#### (f) Employee Travel

All Employee travel under this Fund is subject to BCIT's policies and guidelines on travel and article 27 of the Collective Agreement.

##### (1) Travel Arrangements

All travel arrangements, including flights and hotel bookings will be made **through** ~~though~~ the Employee's Associate Dean's office.

#### (g) Responsibilities of Employee

- (1) Within one **(1)** month of completing or receiving confirmation of completion of the approved course/training the Employee must submit to the Committee and to Human Resources a certificate, grade or other verification of successful completion.
- (2) Within one **(1)** month of completing or receiving confirmation of completion of the approved course/training the Employee must submit to the Committee and his/her Associate Dean a summary of his/her learning experience.

***Housekeeping***

**13.27 Evaluation Reports**

- (a) Where a formal appraisal of an Employee's performance is carried out, the Employee shall be given sufficient opportunity to read and review the appraisal. Provision shall be made on the form for an Employee to sign. The form shall provide for the Employee's signature in two **(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 of the places provided. No Employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the appraisal. An Employee shall, upon request, receive a copy of this evaluation report at time of signing. An evaluation report shall not be changed after an Employee has signed it, without the knowledge of the Employee, and any such changes shall be subject to the grievance procedure of this Agreement.

***Housekeeping***

**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 (**1½**) times the straight-time rate.
- (d) "*Double time*" means twice the straight-time rate.
- (e) "*Double time and one-half*" means two and one-half (**2½**) times the straight-time rate.

***Housekeeping***

**17.2 Entitlement (effective January 1, 1980)**

Annual leave entitlement is:

- (a) *For an instructor* - Forty-six (46) days per calendar year, earned on the basis of 3-5/6 working days per calendar month in which at least ten (10) **days' (apostrophe)** pay at straight-time rates has been received.
- (b) *For any other Employee* - Thirty-six (36) days per calendar year earned on the basis of three (3) working days per calendar month in which at least ten (10) days' pay at straight-time rates has been received.
- (c) Annual leave entitlement is to be divided into:
  - (i) scheduled annual leave;
  - (ii) unscheduled annual leave of ten (10) days; and
  - (iii) Christmas Holiday.
- (d) Upon reaching twenty (20) **years' (apostrophe)** service (including war service), an Employee will be eligible for Annual Leave as follows:
  - (i) Instructors - fifty (50) days;
  - (ii) Others - forty (40) days.

***Housekeeping***

**19.2 Special Leave**

- (d) For the purpose of determining eligibility for special leave under **(a)(5)**, an Employee will qualify if he/she is maintaining a self-contained household and if he/she is changing his/her place of residence which necessitates the moving of household furniture and effects during his/her normal working hours, and if he/she has not already qualified for special leave under **(a)(5)** on two **(2)** occasions within the preceding twelve (12) months.



***Housekeeping***

**19.3 Family Illness**

- (a) In the case of illness of a child and/or spouse of an Employee, and when no one at the Employee's home other than the Employee can provide for the needs of the ill child or spouse, the Employee shall be entitled, after notifying his/her supervisor, to use up to a maximum of two (2) days' paid leave at any one **(1)** time for this purpose.

### ***Housekeeping***

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

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

- (a) For Employees to seek election in a Municipal, Provincial or Federal election, for a maximum of ninety (90) days;
- (b) For Employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of two (2) years;
- (c) For Employees elected to a public office for a maximum period of five (5) years.
- (d) **For (*capitalized*)** 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.

***Housekeeping***

**21.11 Pay Provisions**

An Employee who serves on a Safety and Health Committee shall receive his/her regular rate of pay for investigating safety matters at **any time (made two words)** in accordance with Article 21.2.

***Housekeeping***

**22.4 Arbitration Board Powers**

The Arbitration Board has the powers contained in Sections ~~76 and 77~~ **92 to 98** of the *Labour Relations Code*.

***Housekeeping***

**27.10 Relocation Expenses**

Regular Employees who have to move from one **(1)** geographic location to another after winning a competition or at the Employer's request, shall be entitled to relocation expenses in accordance with the agreed upon established regulations. This provision will also apply to temporary Employees who have completed two hundred (200) days within a fifteen (15) month period.

**REVISED  
June 2015**

**MEMORANDUM OF AGREEMENT – CHIEF INSTRUCTORS JOB DESCRIPTION**

**between**

**THE B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION  
(VOCATIONAL INSTRUCTORS)**

**and**

**THE BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY**

**Re: Chief Instructors' Job Description**

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

- (a) the attached Job Description will outline the role and responsibilities of a Chief Instructor; and
- (b) the Labour/Management Committee will review this job description on an annual basis and make agreed upon changes.

Richard MacIntosh  
Chair  
Consultant  
BCGEU Vocational Instructors

Neelu Chauhan  
Labour Relations  
BCIT

December 15, 2005  
Revised June 18, 2015

## Chief Instructor Position Description

### FUNCTION

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

### SPECIFIC ACCOUNTABILITIES

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

### 3. Course and Program Curriculum

- a) Communicates to the Associate Dean the program staff views on the goals and objectives of the program and recommends to the Associate Dean an implementation plan for established goals and objectives for the program(s), supported by the Program Advisory Committee.
- b) Provides leadership so that course outlines and program curriculum, articulation and accreditation (where appropriate) meet the program's goals, and in consultation with the Department, makes recommendations to the Associate Dean for curriculum changes to ensure continued course and program integrity, quality and relevance to industry needs.
- c) Assists in the coordination of Part-Time Studies, Industry Services and Continuing Education. This could include, preparation of proposals, selection of instructors for curriculum development and/or delivery.

### 4. Staff Relations

- a) Participates in program staff hiring and orientation
- b) Encourages the development and implementation of staff development plans.
- c) Reviews the student feedback form with the Instructors and provides guidance in accordance with the collective agreement and/or Labor Management Committee.
- d) Convenes program instructor and staff meetings as frequently as deemed necessary.
- e) **Supervising students for short periods of time, for an instructor who is, for example: ill, attending Education Council, attending an articulation, or a safety meeting, or for any other situations that may occur during the course of an educational term.**

### 5. Student Relations

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

### 6. External Relations

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



7. Internal Liaison

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

8. General

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

# BCIT

## DEFERRED SALARY LEAVE PLAN

For BCIT BCGEU Vocational Instructors

# TABLE OF CONTENTS

<u>INTRODUCTION</u> .....	16
<u>OVERVIEW</u> .....	16
<u>ELIGIBILITY</u> .....	17
<u>APPLICATION TO PARTICIPATE IN THE PLAN</u> .....	17
<u>DURATION OF LEAVE</u> .....	18
<u>DEFERRAL OF LEAVE</u> .....	18
<u>ACCELERATION OF LEAVE</u> .....	18
<u>RESIGNATION FROM THE PLAN</u> .....	18
<u>LEAVE ARRANGEMENT SAVINGS PLAN</u> .....	19
<u>PLAN INTERRUPTION</u> .....	19
<u>EMPLOYMENT STATUS DURING LEAVE</u> .....	19
<u>EI/CPP CONTRIBUTIONS</u> .....	19
<u>BENEFITS</u> .....	20
<u>PENSION DEDUCTIONS DURING SAVINGS PERIOD</u> .....	20
<u>PENSION CONTRIBUTIONS FOR THE LEAVE PERIOD</u> .....	21
<u>BENEFICIARY</u> .....	21
<u>TRUST FUND</u> .....	21
<u>TRUSTEE</u> .....	21
<u>ADMINISTRATIVE EXPENSES</u> .....	22
<u>RIGHTS UNDER THE PLAN</u> .....	22
<u>Application to Participate</u> .....	23

## ***INTRODUCTION***

The Deferred Salary Leave Plan (the Plan) is a vehicle provided by BCIT (the Institute) to eligible BCGEU Vocational Instructors through which they may defer a portion of their bi-weekly salary exclusively for the purpose of financing a future leave.

The Plan is authorized by Canada Revenue Agency, reference: Paragraph 6801 of the current Income Tax Act and the broad guidelines under which such a Plan may operate are contained therein.

The Parties agree that they will make any modifications to this Plan that are necessary in order to comply with the Income Tax Act and the appropriate pension plan legislation and their regulations.

The objective of the Plan is to provide the opportunity for all eligible regular employees of the Institute to plan a leave for educational, recreational or any other personal purpose and to save for what will in effect be an unpaid leave using before tax dollars over a maximum period of five years. **\*\*Monies received from the Trustee while on Deferred Salary Leave represent taxable income and a T4 will be issued for the year(s) in which payments are received.\*\***

It is expressly understood that the Plan is not established to provide benefits to employees on or after retirement.

The Institute recognizes the value of renewal, upgrading and the freedom of choice in offering the Plan to its employees.

## ***OVERVIEW***

An eligible employee will apply through his/her administrator (e.g. Dean/Associate Dean) for permission to take a leave to be completed not later than eighty-four months from start of participation in the Plan. The employee will identify the duration of the leave and the amount of salary to be saved (before tax) in the Plan, over a maximum period of sixty months.

The Trustee will cause appropriate investments to be made over the period in which the employee is saving for the leave. Interest income from the investments will be paid to the employee on an annual basis. **(This interest income cannot be accrued and is employment income reported on the T4 for the year in which it is received.)**

The Institute and the Union shall not be liable to any participant for investments under the Plan.

The employee will go on an unpaid leave subject to conditions contained in the Plan and under the provisions of Article 19.7 (General Leave) in the collective agreement and will receive the total amount of his/her investment from the Trustee through the Institute's payroll system, or in the form of a lump-sum payment paid directly to the employee.

Under Canada Revenue Agency Regulations, the employee must return to the Institute after the leave for a period at least equal to the leave.

### ***ELIGIBILITY***

The Deferred Salary Leave Plan is available to all eligible regular Vocational Instructors who have a minimum of two FTE years of service.

An employee may re-enroll in the Plan in the year following a twelve-month period after the return from a leave under this Plan.

### ***APPLICATION TO PARTICIPATE IN THE PLAN***

Written notice of intent to join the plan shall be made to the applicable administrator ninety (90) calendar days prior to the commencement of the salary deferral period, and shall include the preferred date(s) of the leave period.

The timing and date(s) of the leave are subject to the approval of the applicable administrator. This approval shall not be unreasonably withheld.

Commencement of the leave plan will be at a mutually agreed time between the employee and the applicable administrator and will normally begin at the start of the calendar year, academic year or commencement of an instructional assignment.

Subject to compliance with Canada Revenue Agency Guidelines and the provisions of the Plan, the Institute will endeavor to grant the application. The Vice President, Human Resources will consult with the employee and his/her administrator in cases of operational difficulty when an application will not be granted. Such cases would include a proposed leave coinciding with a unique need for the employee to be present at the Institute or where an unreasonable number of simultaneous leaves in the same department are proposed. Such a situation would result in discussion with the employee(s) to resolve the matter. In all

applications, the decision of the Vice President, Human Resources is final. (See also Deferral of Leave.) Participation in the Plan shall not be unreasonably denied.

Application will be made on the standard application form and must include the precise dates of the proposed leave and the percentage of deferral for each year. The application forms are available on-line from the Human Resources website.

### ***DURATION OF LEAVE***

Canada Revenue Agency Regulations state that a leave must be of a minimum six months and a maximum twelve months duration and must be completed by eighty-four months after the commencement of the Deferral Plan. Otherwise, the balance of the investment will be paid out to the employee by the Trustee on that date and will require to be accounted for as income by the employee.

### ***DEFERRAL OF LEAVE***

A one-time postponement of the planned leave is permitted and may be requested by the employee or by the Institute in exceptional circumstances and will not be unreasonably refused by the other party. Such deferral will be arranged so as to allow completion of the leave within eighty-four months of enrolment in the Plan.

### ***ACCELERATION OF LEAVE***

Acceleration of the proposed leave may be considered.

### ***RESIGNATION FROM THE PLAN***

Resignation from the Plan is permitted in the following circumstances:

1. Death of the employee.
2. Employee ceases to be employed by the Institute.
3. Voluntary resignation.

The above resignation provisions are built into the Trust Agreement under which Plan savings contributions are held and invested. However, arrangements for the payout of accrued interest and principal will be subject to the policies of the Trustee, including 35 days notice, and any payout will be taxable income for the year in which it is received.

## ***LEAVE ARRANGEMENT SAVINGS PLAN***

The savings plan will not be less than two years and will not normally extend beyond sixty months from start of enrolment in the Plan, unless a one-time interruption of savings (to a maximum of one year) is requested by the employee. A percentage to be applied to each year, not to exceed 33 1/3%, will be identified on the application and the aggregate of percentages will not exceed 100% in any case.

Paid or unpaid leaves available to employees under the collective agreement will not constitute interruption of employment as far as the Plan is concerned, but may have an effect on a savings plan.

Changes to savings plans (i.e. extension, increase) must be requested by the employee in writing thirty days prior to the effective date of the change.

## ***PLAN INTERRUPTION***

For any reason, an employee may request, in writing, that the savings plan be interrupted for a maximum period of one year. However, such action may limit the right to defer the leave in order to have it completed within eighty-four months.

## ***EMPLOYMENT STATUS DURING LEAVE***

During the period of the leave under this Plan, the employee will be considered to be on an unpaid leave. During the period of the leave the employee may not receive any remuneration from the Institute, including curriculum development, Industry Services and Part-time Studies. This is an Income Tax Act regulation.

Seniority Status - Seniority will accrue in accordance with the current collective agreement. During the Deferred Salary Leave period, seniority will not accrue.

Vacation Accrual - Accrual is based upon time actively worked in the affected year. (Normally, accrued vacation will be used prior to the commencement of Deferred Salary Leave; however, utilization may be related to operational needs.)

Increments - Employees on Deferred Salary Leave will not be entitled to normal incremental progression.

## ***EI/CPP CONTRIBUTIONS***

EI premiums are based upon the employee's gross salary before deferrals during the period of deferral and no premiums are withheld from the deferred amounts when paid to the

employee during the leave period. (Canada Revenue Agency, Rulings, Dec.12/89 & BCTF, Oct.1/90.)

Canada Pension Plan (CPP) premiums are based upon the salary the employee actually receives during both the deferral period and the leave period. When the deferred amounts are paid to the employee by a trustee, that trustee is deemed to be an employer of that employee by the CPP Act and is therefore required to pay the employer's contribution in respect of the employee. Where the employee is responsible for the employer's CPP contributions, such amounts will not be included in the amount reported as income for the employee on salary deferral. (Canada Revenue Agency, Rulings, Dec.12/89 & BCTF Oct.1/90.)

Union Dues are based upon the gross salary before deferrals and no dues are withheld from the deferred amounts when paid to the employee during the leave period.

### ***BENEFITS***

During the leave period, maintenance of benefits may be available for unpaid leave according to Human Resources' practices.

If benefits are to be maintained, the entire cost of the premiums are the sole responsibility of the employee. Payment of premiums will be administered through Human Resources. Payments must be kept up-to-date including any premium rate changes, to ensure continuity of coverage.

Out-of-country benefit coverage for the Medical Services Plan cannot exceed 12 months. MSP requires that they be notified of details concerning your absence from Canada. Continuation of Extended Health and Dental coverage is limited to 12 months for employees on the leave without pay.

### ***PENSION DEDUCTIONS DURING SAVINGS PERIOD***

Contributions to your pension plan are based upon "pensionable" gross earnings prior to deductions to the Deferred Salary Leave Plan. Thus, when deferred savings are paid during the leave period, pension contributions are not deducted. As your taxable income during the Savings Period is gross earnings less savings, yet your pension contributions are based upon your entire gross earnings, this may affect your eligibility to contribute to an RRSP. It would be advisable to consult with your financial advisor.



## ***PENSION CONTRIBUTIONS FOR THE LEAVE PERIOD***

Pensionable service can be purchased for the period of the leave by paying for both employee and employer shares of contributions. Applications to purchase the leave can be made upon return from the leave. The deadline to purchase service is within five years from the end of the leave period or before termination of employment, whichever occurs first.

Contact the Pension Corporation (1-888-440-0111 for the College Pension Plan) with any questions or contact your Human Resource Department.

## ***BENEFICIARY***

It is not necessary to designate a beneficiary when completing forms for Deferred Salary Leave. Upon receipt of a death certificate, the accrued amount of deferred salary will be paid to the employee's estate.

## ***TRUST FUND***

All contributions to the Plan will be transferred by the Institute to a Trust Fund as specified in the Trust Agreement. The Trust Fund will constitute a fund held by the Trustee and will not form any part of the revenue or assets of the Institute. The Institute will have no responsibility for management or control of the fund, and will not be held liable for any acts or omissions of the trustee, or its agents. Neither the Institute nor the Union shall be liable to any participant for investments under the Plan.

## ***TRUSTEE***

The Trustee will cause contributions made to the Plan to be invested in accordance with the directions of the Trust Agreement.

The trustee, will, on an annual basis, provide the participants with a T4 Statement of their earned interest and payment of interest.

The Trustee will make semi-annual reports to each employee, detailing the principal amount accrued in the Plan including any interest not yet paid out. The Trustee will also provide an annual report to the Institute.

During a participant's leave, the Trustee will cause the accumulated principal amount to be remitted to the Institute for distribution to the participant. A Form T4 will be issued to each employee by the Institute at the end of each calendar year in which a leave is taken.

### ***ADMINISTRATIVE EXPENSES***

The Institute will bear all processing expenses of the Plan except where they may relate to fees of the Trustee in which case they will become a charge to the Trust Fund to be borne by the participants in accordance with the Trust Agreement.

### ***RIGHTS UNDER THE PLAN***

Neither the Institute nor any participant in the Plan will pledge or hypothecate any rights under the Plan as security for a loan or for any other purpose.

BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY

BCGEU VOCATIONAL INSTRUCTOR

Deferred Salary Leave Plan

**APPLICATION TO PARTICIPATE**

**Name:** \_\_\_\_\_

I have read the attached Deferred Salary Leave Plan document and I agree to participate in the plan under the following terms and conditions.

**1. Enrolment in Plan**

My enrolment will become effective commencing \_\_\_\_\_. Payroll will start deducting on \_\_\_\_\_.

**2. Details of Savings Plan**

I direct my employer to withhold \_\_\_\_ percent of my compensation during my participation in the Plan. (Annual percentage may not exceed 33-1/3% and the aggregate of percentages may not exceed 100%.) I understand that I may vary the directions set out in my savings plan by submitting a written request to Finance thirty days prior to the effective date of any change.

**3. Deferred Salary Leave Plan**

The plan will extend from date of enrolment until \_\_\_\_\_, a period not exceeding sixty months. (Savings plans should end at least one full month prior to start of leave to allow time for processing payout.)

**4. Leave of Absence**

My leave will commence on *(date)* \_\_\_\_\_, and extend to *(date)* \_\_\_\_\_, a period not less than six but not more than twelve months. I understand that both I and the Institute will have the right to make a one-time deferral of leave, but the leave, including any such deferral must be **completed** by \_\_\_\_\_ (being eighty-four months after enrolment in the Plan).

**5. Interruption from Participation in the Plan**

Under certain circumstances, as stated in the current Plan document, I may request a one-time interruption of my participation in the Plan for a period of up to twelve months.

**6. Return to Employment**

I understand that I must return to employment with the Institute for a period of time not less than the period of leave.

**7. Main Purpose of Plan**

The plan is established for the main purpose of permitting the participant to fund a leave of absence, not to provide benefits to the participant on or after retirement.

**8. Trustee Fees**

Processing expenses including annual trustee maintenance fees are borne by the participants of the plan.

**9. Investments**

I understand that the Institute and the Union shall not be liable to any participant for the investments under the Plan.

**10. Rights under the Plan**

I understand that as a participant in the plan I cannot pledge or hypothecate any rights under the Plan as security for a loan or for any other purpose.

\_\_\_\_\_  
Date Employee Signature

**APPLICATION SEEN:**

\_\_\_\_\_  
Date Dean/Associate Dean/Manager Signature

**APPLICATION MEETS TAX RULES:**

\_\_\_\_\_  
Date Director, Finance Signature

**APPLICATION APPROVED:**

\_\_\_\_\_  
Date VP, Human Resources

**Distribution:**

- Original - Human Resources
- Copy - Employee
- Copy - Manager
- Copy - Payroll

**DSL P Application to Participate  
Human Resources  
June 2015**

**NEW – Memorandum of Agreement**

**between**

**THE B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION  
(VOCATIONAL INSTRUCTORS)**

**and**

**THE BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY**

**Re: Committee for Developing Language and Process for Job Sharing**

The Employer and the Union agree that the Labour Management Committee will endeavor to develop procedural language governing job sharing arrangements that are cost neutral to the Employer over the term of the 2014 – 2019 collective agreement.

The findings of the Committee will be submitted to the parties' respective principals for review, and if required, ratification.

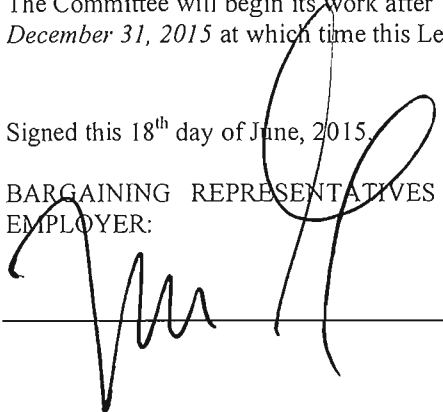
Leaves of absence and compensation for attendance at meetings by union representatives on the Committee shall be governed by the provisions of the collective agreement.

Both the Employer and Union will bear the cost of their respective representatives' attendance including travel.

The Committee will begin its work after *within 60 days following ratification*, and conclude its work no later than *December 31, 2015* at which time this Letter of Understanding will expire.


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

BARGAINING REPRESENTATIVES FOR THE  
EMPLOYER:



---

BARGAINING REPRESENTATIVES FOR THE  
UNION:



---