

MEMORANDUM OF SETTLEMENT

between

JUSTICE INSTITUTE OF BRITISH COLUMBIA (JIBC)
(referred to as "the Employer")

and

BC GOVERNMENT AND SERVICE EMPLOYEES' UNION (BCGEU)
(referred to as "the Union")

"Errors and omissions Excepted"

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE JUSTICE INSTITUTE OF BC, ACTING ON BEHALF OF THE JUSTICE INSTITUTE OF BC (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE JUSTICE INSTITUTE 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 BCGEU LOCAL MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING JULY 1, 2019 AND EXPIRING JUNE 30, 2022 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

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

2. Term of Agreement

The term of the new Collective Agreements shall be for 36 months from July 1, 2019 to June 30, 2022 both dates inclusive.

3. Effective Dates

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

4. SCHEDULE "A"

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

5. SCHEDULE "B"

The Employer and the Union also agreed to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule "B".

6. SCHEDULE "C"

The Employer and the Union also agreed to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule "C".

7. Ratification

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

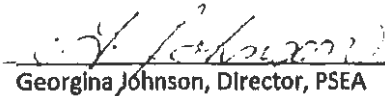
This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.

Signed this 11 day of May, 2020.

**BARGAINING REPRESENTATIVES
FOR THE EMPLOYER:**

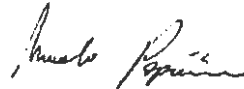


Jon Marks, Vice-President, Human Resources



Georgina Johnson, Director, PSEA

**BARGAINING REPRESENTATIVES
FOR THE UNION:**



Marcela Popovici, Bargaining Committee Chair



Lindsay Buss, Staff Representative, BCGEU

SCHEDULE A

SETTLEMENT

between

JUSTICE INSTITUTE OF BRITISH COLUMBIA (JIBC)

(hereinafter called "the Employer")

And

BC GOVERNMENT AND SERVICE EMPLOYEES' UNION (BCGEU)

(hereinafter called "the Union")

"Errors and omissions excepted"

DATE: May 8, 2020

Introduction

The following package of Items is the Union's response to the Employer's Offer of Settlement for the renewal of the 2014-2019 Collective Agreement.

The Offer is presented in a package format. Any issue not included in this settlement from the original list of proposals submitted by either the Employer or the Union is deemed to be withdrawn, without prejudice. Where this response is not accepted as a whole, it is withdrawn completely. Any issues left out of the settlement return to active bargaining status if the settlement is rejected. Any issues previously tentatively agreed to will retain that same status if the settlement is rejected.

This response is advanced on a without prejudice basis to conclude the renewal of a Collective Agreement.

Should this settlement offer be accepted as presented, the date of ratification will be the date the parties, including the PSEA Board of Directors conclude the ratification of their 2019-2022 Collective Agreement

HOUSEKEEPING:

All tentatively agreed to Housekeeping Language:

	Housekeeping	Date signed
1	Change Director, Human Resources to Vice President, Human Resources or designate. Change Director, to Vice President of designate	Agreed - 01/30/2020

2	Amend collective agreement to move toward use of gender neutral language.	Agreed - 01/31/2020
3	2.10 Time Off for Union Business - correct grammar	Agreed - 01/31/2020
4	11.4 Re-Employment Change Superannuation to pension	Agreed - 01/31/2020
5	12.2 Postings Change aboriginal to Indigenous	Agreed - 01-30-2020
6	12.3 Selection Process -- correct grammar	Agreed -- 01/31/2020
7	Review collective agreement and remove "of this agreement" when it follows an article or clause, for example: 12.4 Appeal Procedure Remove "of this agreement"	Agreed -- 01/31/2020
8	12.4 Appeal Procedure b) amend "the third step" to "Step 3"	Agreed -- 01/31/2020
9	14.9 Conversion of Hours -- correct grammar	Agreed -- 01/31/2020
10	15.2 Workplace Flexibility -- remove redundant date	Agreed -- 01/31/2020
11	18.1 Annual Vacation Entitlement -- formatting change	Agreed -- 01/31/2020
12	18.8 Vacation Leave on Retirement Change Superannuation to pension	Agreed -- 01/31/2020
13	20.14 Emergency Service Leave - Change 'have' to 'with'	Agreed -- 01/31/2020
14	27.7 Travel Allowance -- remove redundant date	Agreed -- 01/31/2020
15	27.13 Retirement Allowance Change Superannuation to Pension	Agreed -- 01/31/2020
16	31.7 Health and Welfare Change BCGEU/BC Government Master Agreement to Public Service Main Agreement	Agreed -- 01/31/2020
17	Renew LOU #2 Supporting the Role of the Steward Renew LOU #3 Article 5 Human Resource Database Renew LOU #5 Pension Plan	Agreed - 01-30-2020

18	Renew MOA #1 Program Planners Renew MOU #2 Union/Management Joint Training Renew Appendix 1C Classification Level	Agreed - 01-30-2020
19	Appendix 2 Change Superannuation to Municipal Pension Plan (MPP)	Agreed – 01/31/2020

SUBSTANTIVE:

All tentatively agreed to Substantive Language changes:

Substantive	
13.2 Menu of Labour Adjustment Strategies Delete: trial retirement	01-30-2020
14.5 Changes In Work Schedules Add: Such requests shall not be unreasonably denied.	01-30-2020
27.1 Paydays Amended to meet ESA	01-30-2020
27.20 Child Care Expenses Remove the words "requested or"	01-30-2020
DELETE - Article 33.1 Child Care Facilities	01-30-2020
DELETE – LOU #1 Exchange Program	01-30-2020
DELETE – LOU #4 System-Wide Electronic Job Registry	01-30-2020
DELETE – MOU #4 Economic Stability Dividend (ESD)	01-30-2020
DELETE – Appendix 1D – Economic Stability Dividend	01-30-2020

HOUSEKEEPING (no intent to change the interpretation of article):

1. Review collective agreement and agree to change "chief steward" to "lead steward" where appropriate.
2. Review collective agreement and agree to delete references to the "Medical Services Plan of BC" or "MSP" if appropriate.

2.8 Union Insignia

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

20.2 Special Leave

- (a) Where leave from work is required, an employee shall be entitled to special leave at ~~his/her~~ their regular rate of pay for the following:
 - (1) Marriage of the employee three days,
 - (2) Attend wedding of the employee's child one day,
 - (3) Birth or adoption of the employee's child one day,
 - (4) Serious household or domestic emergency one day,
 - (5) Moving household furniture and effects one day,
 - (6) Attend ~~his/her~~ their formal hearing to become a Canadian citizen one day,
 - (7) Attend funeral/service as pallbearer or mourner one day,
 - (8) Court appearance for hearing of employee's child one day,
- (b) - (d) *Maintain current language*

20.14 Emergency Service Leave

Where employees' services are required for emergency operations by request from the ~~Provincial Emergency Program~~ Emergency Management BC, or ~~the~~ appropriate police authority, leave from work as required may be granted without loss of basic pay. If any remuneration, other than for expenses, is received, it shall be remitted to the Employer.

~~20.18~~ Extended Child Care Leave (Updated and Moved to 21.9)

- ~~(a) Upon completion of pregnancy or parental leave, including any extension to such leaves, a regular employee will be entitled, upon written application, to a leave of absence without pay to care for the child. Subject to Clause 11.3(a), the following conditions shall apply:~~
 - ~~(1) The employee's application shall be submitted to the Employer at least four weeks prior to the expiration of Article 21 Pregnancy Leave.~~
 - ~~(2) The combined length of leaves under this clause and under Article 21 Pregnancy Leave shall not exceed 18 months.~~

- (3) ~~The employee's return to work requirements of Clauses 21.7(b) and 21.10 shall be deferred until the expiration of this leave. Notification of return to work and return to work shall be subject to Clause 21.9.~~
- (4) ~~On return to work from this leave, the employee shall be placed in their former position or in a position of equal rank and basic pay.~~

ARTICLE 21 – PREGNANCY MATERNITY AND PARENTAL LEAVE

21.1 Pregnancy Maternity Leave

- (a) An pregnant employee is entitled to pregnancy maternity leave of up to 17 consecutive weeks without pay.
- (b) An employee shall notify the Employer in writing of the expected date of the termination of her pregnancy. Such notice will be given at least ~~10~~ 4 weeks prior to the expected date of the termination of the pregnancy.
- (c) The period of pregnancy maternity leave shall commence ~~six~~ no earlier than thirteen weeks prior to the expected birth date and no later than the actual birth date. ~~of the termination of the pregnancy.~~ The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner or by mutual agreement of the Employer and employee. Agreement to such deferral will not be unreasonably withheld by the Employer.

21.2 Pregnancy Leave Allowance

- (a) ~~An employee who qualifies for pregnancy leave pursuant to Clause 21.1, shall be paid a pregnancy leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan. In order to receive this allowance, the employee must provide to the Employer proof that she has applied for and is eligible to receive employment insurance benefits pursuant to the Employment Insurance Act. An employee disentitled from receiving employment insurance benefits is not eligible for pregnancy leave allowance.~~
- (b) ~~Pursuant to the Supplemental Employment Benefit (SEB) Plan, the pregnancy leave allowance will consist of:~~
- ~~1. Two weeks at 85% of the employee's basic pay;~~
 - ~~2. 15 additional weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 85% of the employee's basic pay.~~

21.2 Parental Leave

- (a) ~~(a) Upon written request, an employee shall be entitled to parental leave. of up to 37 consecutive weeks without pay. Combined pregnancy and parental leave will not exceed 52 consecutive weeks.~~
- (b) ~~Where both parents are employees of the Employer, the employees shall determine the apportionment of the 37 weeks' parental leave between them.~~
- (c) ~~(b) Such written request pursuant to (a) above must be made at least four weeks prior to the proposed leave commencement date. Such leave request must be supported by appropriate documentation.~~
- (c) ~~(c) Leave taken under this clause shall commence:~~

- (1) In the case of an mother employee who took maternity leave as per Clause 21.1 above, up to 61 consecutive weeks of unpaid leave may be taken, which must begin, unless the employer and employee agree otherwise, immediately following the conclusion of leave taken pursuant to Clause 21.1. The combined leave of Clause 21.1 and 21.2 is limited to 78 weeks plus any additional leave the employee may be entitled to under BC Employment Standards for maternity and parental leave.
- (2) In the case of a father parent, (other than the employee who gave birth) or an adoptive parent up to 62 consecutive weeks of unpaid leave may be taken which must be commenced within 78 weeks of the birth of the child or the date the child is placed with the parent following the birth or adoption of the child, and conclude within the 52-week period after the birth date or adoption of the child. Such leave request must be supported by appropriate documentation.

21.4 — Parental Leave Allowance

- (a) ~~An employee who qualifies for parental leave pursuant to Clause 21.3, shall be paid a parental leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan. In order to receive this allowance, the employee must provide to the Employer proof of application and eligibility to receive employment insurance benefits pursuant to the Employment Insurance Act. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.~~
- (b) ~~Pursuant to the Supplemental Employment Benefit (SEB) Plan and subject to leave apportionment pursuant to Clause 21.3(b), the parental leave allowance will consist of a maximum of 37 weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 5% of the employee's basic pay.~~

21.5 — Parental Leave for Adoption

~~Upon request and with appropriate documentation, an employee is entitled to parental leave without pay of up to 37 weeks, following the adoption of a child.~~

21.6 — Extension of Leaves

- (a) ~~Pregnancy leave or parental leave shall be extended for up to an additional six months for health reasons where a doctor's certificate is presented. Such written request must be received by the Employer at least four weeks prior to the expiration of leave taken to pursuant to this article.~~
- (b) ~~Pregnancy leave or parental leave may be extended for a period of up to six months at the request of the employee. Such requests will be given reasonable consideration by the Employer.~~

21.3 Additional Leave

- (a) An employee who takes unpaid leave as per Clause 21.1 is entitled to an additional six consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work at the conclusion of the maternity leave;
- (b) An employee who takes unpaid leave as per Clause 21.2 is entitled to an additional five consecutive weeks of unpaid leave if the child has a physical, psychological or emotional

condition requiring an additional period of parental care at the conclusion of the parental leave.

- (c) For (a) and/or (b) above the employer may request a medical certificate or other appropriate documentation to substantiate the additional leave.

~~21.7~~ **21.4 Benefits Continuation**

- (a) For leaves taken pursuant to Clauses 21.1, ~~21.3, 21.5, and 21.6~~ 21.2 and 21.3 the Employer shall maintain coverage for medical, extended health, dental, group life and long-term disability, and shall pay the Employer's share of these premiums.
- ~~(b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Clause 21.85 the Employer will recover monies paid pursuant to this clause.~~

~~21.8~~ **21.5 Deemed Resignation**

An employee shall be deemed to have resigned on the date upon which leave pursuant to Article 21 ~~Pregnancy Leave~~ or Clause 20.18 commenced if ~~he or she~~ they does not return to work upon expiration of the leave.

~~21.9~~ **21.6 Entitlements Upon Return to Work**

- (a) Notwithstanding Clauses 18.2(b) and 18.6, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Clauses 21.1, 21.2 or 21.3, or 21.5 providing the employee returns to work for a period of not less than six months. Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding Clause 18.6.
- (b) An employee who returns to work after the expiration of ~~pregnancy~~ maternity, parental, adoption or extensions to such leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.
- (c) On return from ~~pregnancy~~ maternity, parental, adoption or extensions to such leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.
- (d) Employees who are unable to complete the six months' return to work required in (a) as a result of proceeding on ~~pregnancy~~ maternity, parental or adoption leave shall be credited with their earned vacation entitlement and vacation pay providing the employee returns to work for a period of not less than six months following the expiration of the subsequent ~~pregnancy~~ maternity, parental or adoption leave.

~~21.10~~ **21.7 Supplemental Employment Benefit (SEB)**

- (a) When on maternity, parental or adoption leave, an employee will receive a supplemental payment added to Employment Insurance benefits as follows:
- i) For up to 15 weeks of maternity leave, an employee who is the birth mother shall receive an amount equal to the difference between the Employment Insurance (EI) benefits and 85% of their salary calculated on their basic salary.
- ii) For up to a maximum of thirty-five (35) weeks of parental leave, the birth mother, 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 Standard EI benefits and 75% of the employee's salary calculated on their basic salary.

- iii) Where the parent, the spouse, the non-birth parent, the common-law partner or adoptive parent who is caring for the child elected the Extended Parental EI benefit, for a maximum of 61 weeks, the parent shall receive the same total SEB benefit amount received under Clause 21.7 (a) (ii) when the employee opts for the 35 week Standard Parental EI benefits, spread out and paid over the 61 week period. Payroll will make this calculation.
- iv) For the two weeks of the leave where no EI benefit is paid and the employee has taken leave as per Clauses 21.1 and 21.2, the following SEB will be paid:
 - 1. For employees who received SEB as per Clauses 21.7 (a) (i) and (ii) or (iii) they shall receive 85% of their basic pay for the first week and 75% of their basic pay for the final week.
 - 2. For employees who received SEB as per Clauses 21.7 (a) (ii) or (iii) the employee shall receive 75% of the employee's salary calculated on their basic pay.
- b) An employee is not entitled to receive Supplemental Employment Benefits and disability benefits concurrently.
- c) To receive Supplemental Employment Benefits, the employee shall provide the Employer with proof of application for and receipt of Employment Insurance benefit

~~21.11—Pregnancy and/or Parental Leave Allowance Repayment~~

21.8 Supplemental Employment Benefit Repayment

To be entitled to the ~~pregnancy and/or parental leave allowances~~ Supplemental Employment Benefit (SEB) pursuant to Clause ~~21.2 and/or 21.4~~ 21.7, an employee must sign an agreement that ~~he/she~~ they will return to work and remain in the Employer's employ for a period of at least six months after ~~his/her~~ their return to work.

Should the employee fail to return to work and remain in the employ of the Employer for a period of six months, the employee shall reimburse the Employer for the ~~pregnancy and/or parental leave allowance~~ Supplemental Employment Benefit (SEB) received under Clause ~~21.2 and/or 21.4~~ 21.7 above in full.

~~20.18—Extended Child Care Leave~~

21.9 Extended Child Care Leave (moved from 20.18)

- (a) Upon completion of ~~pregnancy-maternity~~ or parental leave, including any extension to such leaves, a regular employee will be entitled, upon written application, to a leave of absence without pay to care for the child. Subject to Clause 11.3(a), the following conditions shall apply:
 - (1) The employee's application shall be submitted to the Employer at least four weeks prior to the expiration of Article 21 ~~Pregnancy Leave~~.
 - (2) The combined length of leaves under this clause and under Article 21 ~~Pregnancy Leave~~ shall not exceed 18 months.

- (3) The employee's return to work requirements of Clauses ~~21.7(b)~~ and ~~21.10~~ **21.8** shall be deferred until the expiration of this leave. Notification of return to work and return to work shall be subject to Clause **21.8 5**.
- (4) On return to work from this leave, the employee shall be placed in their former position or in a position of equal rank and basic pay.

25.3 Extended Health Care Plan

(a) Extended Health Benefits

- (1) and (2) – Remain the same.
- (3) Eye exams – ~~effective January 1, 2016,~~ to a maximum of \$100 will be reimbursed for eye exams every 24 months.
- (4) Vision care benefit claims will be payable to a maximum of \$400 every two years, ~~effective January 1, 2017.~~
- (5) to (8) – remain the same.
- ~~(9) Prescription drug reimbursements will only be issued for those prescription drugs that are included under the BC Provincial Pharmacare Formulary.~~
- ~~(10-9)~~ Remains the same.

27.7 Travel Allowance

- (g) ~~Effective April 1, 2005,~~ Vehicle allowance (cents per kilometre) will be paid in accordance with the Employer's Financial Policy – Staff Travel & Expenses.

SUBSTANTIVE:

2.1 Bargaining Unit Defined

- (1) All employees of the Justice Institute of British Columbia, except those primarily engaged in teaching functions, and except those excluded by virtue of the provisions of the *College and Institute Act*, and except those holding positions currently excluded as Managerial and/or confidential.

Effective the date of ratification of the 2019-2022 collective agreement, the following positions will be excluded from the BCGEU Bargaining Unit:

- Associate Librarian
- Librarian, Reference and Electronic Resources
- Librarian, Reference and Instruction

9.10 Investigation

If a difference arises between the parties relating to the dismissal or suspension of an employee, or to the interpretation, application, operation or the alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement, ~~Colin Taylor or Irene Holden~~ the parties shall reach with mutual agreement of the parties on a single investigator whom will:

- (a) investigate the difference;
- (b) define the issue of the difference; and
- (c) make written recommendations to resolve the difference

within 30 days of the date of the request and, for those 30 days from the date, time does not run in respect of the grievance procedure.

11.5 Bridging of Service

If a regular employee terminates as a result of a decision to care for a dependent parent, spouse or child or grandchild and is re-employed, upon application ~~he/she~~ they shall be credited with length of service accumulated at time of termination for the purposes of benefits based on service seniority. The following conditions shall apply:

(a) – (d) *Maintain current language*

14.3 Standard Hours

- (a) Except as otherwise provided, the standard workweek shall consist of five consecutive days from Monday to Friday, inclusive.
- (b) Except as otherwise provided, the workday shall be seven hours duration, exclusive of meal period, and these hours shall be scheduled between ~~8:00~~ 7:00 a.m. and ~~5:00~~ 9:00 p.m.

14.6 Flextime

(a) - (d) *maintain current language*

(e) Employees shall have the option to bank flex days to a maximum of ~~three~~ four at any one time:

- (1) Used to top up sick leave entitlement, and/or
- (2) Used at a time mutually agreeable to the employee and the Employer.

15.1 Definition of Shift for Shift Premiums

- (a) Maintain current language
- (b) Shift Premium (Full Time Employees)

Effective July 1, 2021: ~~99~~ 96 cents per hour for afternoon shift

~~\$1.00~~ \$1.06 per hour for night shift

20.XX [NEW] Compassionate Care Leave

In accordance with the *Employment Standards Act of B.C.*, an employee will be granted a compassionate care leave of absence without pay for up to twenty-seven (27) weeks to care for a gravely ill family member. For the purpose of this article, "family member" includes immediate family as well as other relatives and individuals considered to be like family, whether or not related by marriage, common-law partnership, or any legal parent-child relationship. In order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within twenty-six weeks.

An employee who is granted a compassionate care leave of absence to care for a gravely ill family shall be entitled to the benefits as follows:

- (a) The employee's benefit coverage will continue for the duration of the compassionate care leave, to a maximum of twenty-seven (27) weeks, and the premium payment shall be on the same basis as if the employee were not on leave.
- (b) Where an employee elects to buy back pensionable service for part or all of the duration of the compassionate care leave, to a maximum of twenty-seven (27) weeks, the employer will pay the employer portion of the pension contribution in accordance with the Pension Plan regulations.
- (c) Compassionate care leave, up to a maximum of twenty-seven (27) weeks, shall be treated as continuous employment for the purposes of seniority accrual under the Agreement.
- (d) An employee who returns to work following a leave granted under this provision shall be placed in the position the employee held prior to the leave, or in a comparable position.

Additional Leave

Should an employee require additional time to care for a gravely ill family member, additional leave may be granted beyond the twenty-seven (27) week period specified. Such additional leave shall be in accordance with the *Employment Standards Act of BC*, including the certification criteria specified in the Act.

20.XX [NEW] Leave Respecting the Disappearance of a Child

An employee is entitled to a leave of absence without pay of up to 52 weeks if they are entitled to leave respecting the disappearance of a child under the *Employment Standards Act* and such leave will be in accordance with the *Employment Standards Act*. There will be no interruption in the accrual of seniority or eligibility for benefits.

20.XX [NEW] Leave Respecting the Death of a Child

An employee is entitled to a leave of absence without pay of up to 104 weeks if they are entitled to leave respecting the death of a child under the *Employment Standards Act* and such leave will be in accordance with the *Employment Standards Act*. There will be no interruption in the accrual of seniority or eligibility for benefits.

20.XX [NEW] Leave for Domestic Violence

Where leave from work is required due to an employee and/or an employee's dependent child being a victim of domestic violence, the employee shall be granted leave, in each calendar year, as follows in accordance with *Employment Standards Act*:

- (a) up to 10 days of unpaid leave to be taken intermittently or in one continuous period; and
- (b) up to 15 weeks of unpaid leave.

Notwithstanding the above, the Employer will provide pay for three (3) of the days referenced in (a) above. In the event existing legislation is changed regarding domestic violence leave to provide more than three (3) days paid leave, the Employer will provide such leave consistent with the legislation. (No stacking of entitlements.)

Article 22 – Occupational Health and Safety

22.2 Occupational Health and Safety Committee

- ~~(a)~~ Management will recognize a joint health and safety committee consisting of ~~equal representation~~ at least half worker representatives. The Committee must be set up so that ~~both~~ all parties are independent and are able to freely express their views. At no time will the employer representative(s) out-number the employee representative(s). ~~Minimum size of the Committee shall be two union representatives and two Management representatives.~~ Provisions shall be made to ensure representation from all worksites.

22.5 Occupational First Aid Requirements and Courses

- (a) It is understood and agreed that First Aid Attendants provide services to both staff and students at the Justice Institute.

The Union and the Employer agree that First Aid Regulations, made pursuant to the *Workers Compensation Act* shall be fully complied with.

- (b) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the Employer and leave to take the necessary courses shall be granted with pay.
- (c) ~~Employees required to~~ possessing an Occupational First Aid Certificate and who are designated to act as the First Aid Attendants in addition to their normal job responsibilities shall receive the following allowance on the basis of the Level of Certificate, which they hold.

Effective April 1, 2005 Effective date of ratification:

Level 3 Occupational First Aid Certificate ~~~\$51.00~~ \$55.00 per biweekly period ~~or \$110.50 per month~~

Level 2 Occupational First Aid Certificate -~~\$39.00~~ \$43.00 per biweekly period ~~or \$84.50 per month.~~

The allowance shall be prorated for partial months. For the purpose of calculating the hourly rate, the biweekly allowance shall be divided by 70; however, no employee shall receive more than the monthly allowance for the Level of certificate they hold.

Employees designated to act as the Occupational First Aid Attendant in addition to their normal job duties will receive their full monthly allowance while on approved leave with pay up to 10 days or while on vacation leave with pay.

Where the Employer has an additional requirement for a First Aid Attendant on a temporary basis, then provided the employee acts as the First Aid Attendant for a minimum of 10 workdays in any month, ~~he/she~~ they shall receive the full monthly allowance.

- (d) (1) In order to meet the requirements of (a) above, the Employer will designate in order of seniority from among those regular employees holding an appropriate Occupational First Aid Certificate to act as the First Aid Attendant in addition to the normal requirements of the job.
- (2) Where no employee within the work unit possesses an Occupational First Aid Certificate, the opportunity to obtain a certificate will be offered to regular employees within the work unit in order of service seniority, provided the employee can meet the requirements of the OH&S regulations to undertake the training in order to obtain an Occupational First Aid Certificate.
- (3) In the event that the procedures outlined above do not meet the requirements of (a), the Union will assist the Employer to meet their obligations by approaching regular employees in the work unit on behalf of the Employer.
- (4) Where the requirements of (a) above cannot be met, within a reasonable period of time through utilization of ~~Clause 22.5 (d)(1), (2) and (3) above~~, the Employer may:
 - (i) recall a qualified casual employee in order of seniority from those holding the appropriate Occupational First Aid Certificate, and/or
 - (ii) include an Occupational First Aid Certificate as a desirable qualification on a posting pursuant to Clause 12.2(b).
- (5) Failing (4) above, the Employer may require the most senior regular employee within the work unit who can meet the requirements of the OH&S regulations to undertake Occupational First Aid training in order to obtain a certificate.

25.1 Basic Medical Insurance

~~All regular employees, whether full time or part time, may choose to be covered by the BC Medical Plan Benefits and premium rates shall be in accordance with the existing policy of the plan. The Employer will pay 100% of the regular premium.~~

Renumber remaining article.

Letter of Understanding #XX (NEW)

RE: MSP Funding

The parties recognize that the method of funding MSP has been changed from an individually paid premium system to a system funded by an employer paid payroll tax.

If the government, at any time in the future, reverts to an individually paid premium system for basic medical insurance, the parties agree that employer will allow participation in the B.C. Medical Plan and pay the premium for employees on the same basis as exists in the 2014-19 collective agreement.

25.3 Extended Health Care Plan

~~Unless otherwise noted, all changes to the following extended health and group life benefits shall be effective on the date of ratification of the collective agreement.~~

The Employer shall pay the monthly premium for regular employees entitled to coverage under a mutually acceptable Extended Health Care Plan. In addition to the eligible dependants covered in the existing plan, such plans shall include coverage of both same sex and opposite sex common-law spouses.

(c) Extended Health Benefits

The Employer will amend its Extended Health Benefit Plan provisions to provide the following:

- (1) Remains the same.
- (2) Remains the same.
- (3) Remains the same.
- (4) Remains the same.
- (5) Remains the same.
- (6) Remains the same.
- (7) Remains the same.
- (8) Remains the same.
- ~~(9) Prescription drug reimbursements will only be issued for those prescription drugs that are included under the BC Provincial Pharmacare Formulary.~~
- (10) Remains the same.

While not to be included in the collective agreement, effective date of ratification, the limit of \$15 per visit for the first five visits in any calendar year for the services of a chiropractor, podiatrist/chiropract, massage therapist, naturopath, and physiotherapist will be deleted. Reimbursement for these services will be as per the Extended Health Plan for each visit until the maximum annual coverage for Paramedical Services is reached.

25.11 Legislative Change

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 the saving shall be used to increase other benefits available to the employees, as may be mutually agreed to between the parties.

***See Memorandum of Understanding re Article 25.11 – Legislative Changes for clarity on the application of this Article.**

Memorandum of Understanding (NEW)

Re: Article 25.11 – Legislative Changes

Changes to the Employer Health Tax or any other premium imposed for purposes similar to the Medical Services Plan premium are excluded and will not be required to be used to increase other employee benefits. If the Employer Health Tax is eliminated and not replaced with another form of Employer paid benefits, 25.11 will be triggered.

If Article 25.11 is triggered, the liability arising from the amount of savings from the legislative changes to the MSP savings is based on 2017. The parties will endeavour to mutually agree on the liability arising from the MSP savings based on 2017 projected forward. If the parties cannot agree, any party may refer the matter to arbitration.

The liability arising in this Memorandum of Understanding shall expire on March 31, 2022 unless renewed by mutual agreement of the parties.

27.2 Payment of Wages and Allowances

The Collective Agreement will be updated as follows:

- Effective July 1, 2019 all wage scales in the collective agreement which were in effect on June 30, 2019 shall be increased by two percent (2%)*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- Effective July 1, 2020, all wage scales in the collective agreement which were in effect June 30, 2020 shall be increased by two percent (2%)*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- Effective July 1, 2021, all wage scales in the collective agreement which were in effect June 30, 2021 shall be increased by two percent (2%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

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

27.8 Meal Allowance

- (a) Employees on travel status away from their headquarters will receive a meal allowance for the time spent away from headquarters.
- (b) When employees are required by the Employer to report to work at a different location they will receive meal allowance.
- (c) Effective July 1, ~~2005-2021~~ meal allowances will be:

Breakfast -	\$10-	<u>\$10.61</u>
Lunch -	\$15-	<u>\$15.92</u>
Dinner -	\$20	<u>\$21.23</u>

27.22 Lodging Allowances

Effective July 1, 2021, employees on travel status who stay in non-commercial lodging shall be entitled to claim ~~\$30~~ \$31.83 per day except where the lodging ~~is~~ supplied by the Employer. An employee submitting a lodging allowance claim shall not be entitled to reimbursement for commercial lodging costs for the same period

31.6 Application of Agreement

- (a) *maintain current language*
- (b) Any casual employee eligible to vote in a provincial, ~~or municipal or~~ Indigenous government election or a referendum shall have four consecutive clear hours during the hours in which the polls are open, in which to cast ~~his/her~~ their ballot.

31.10 Designated Paid Holidays

- (a) Casual employees who ~~have been employed by the employer for at least 30 calendar days before the statutory holiday and have worked or earned wages for work the day before and the day after a paid holiday, or who have worked the 15 of the previous 30 calendar days or worked at least 105 hours at the straight time rate, in the previous 30 days,~~ shall be compensated for the holiday. This section shall not apply to employees who have been terminated and are not on layoff status.

33.6 Political Activity

- (a) Municipal, Indigenous government and School Board Office
Employees may seek election to municipal, Indigenous government and school board offices provided that:

- (1) the duties of the municipal Indigenous government or school board office other than regular council or board meetings do not impinge on normal working hours as an employee covered by this agreement;
- (2) Where the municipal council, Indigenous government, the school board or committees of the Council or Board hold meetings during the employee's normal working hours, the Employer shall grant leave without pay to attend such meetings.
- (3) Where leave without pay is granted to attend committee meetings, such leave shall be in accordance with Clause 20.11, and provided that such leave shall not exceed one-half shift per week.
- (4) The employee shall provide at least one week's written notice to the Employer.

(b) Federal, Indigenous government and Provincial Offices

There are no restrictions on employees engaging in political activities on their own time as campaign workers. If an employee is nominated as a candidate for election, the employee shall be granted leave without pay in accordance with Clause 20.5(a) to engage in the election campaign. If elected, the employee shall be granted leave of absence in accordance with Clause 20.5(b). If not elected, the employee shall be allowed to return to his/her former position.

37 – Term of the Agreement

37.1 Duration

The term of the ~~BCGEU and CUPE~~ this agreements shall be from July 1, ~~2014~~ **2019** to June 30, **2019 2022**.

~~The continuation language of each agreement's Term of Agreement provision shall remain as it is in the agreement currently in force.~~

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, ~~2019~~ **2022**, but in any event not later than midnight, April 30, **2019 2022**.
- (b) Where no notice is given by either party prior to April 30, ~~2019~~ **2022**, both parties shall be deemed to have given notice under this clause on January 31, **2019 2022**.
- (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 an authorized officer or agent of the Employer.

REVISE: **APPENDIX 1A**

Grid Placement Updated to reflect current as of Dec 2019

Position Titles	Wage Grid	
Accounts Clerk	9	*
Accounts Payable/Accounts Receivable Clerk	9	*
Administrative Assistant	9	*
Bookstore Sales Administrator	9	TBR
Bookstore Sales Associate	9	
Exam Invigilator, Lower Mainland	9	*
Library Assistant	9	*
Program Assistant	9	*
Receptionist/Program Assistant	9	*
Records Officer	9	
Room Booking Representative	9	*
Stockworker	9	
Accounts Receivable Clerk/Finance Support Clerk	11	
Account Reporting Clerk	11	
Administrative Assistant	11	*
Administrative/Research Assistant	11	
Admissions Officer	11	
Admissions & Registration Officer	11	*
Building Maintenance Worker	11	
Cashier and Student Accounts Officer	11	
Financial Services Clerk	11	
Library Technician	11	*
Printshop Services Operator	11	*
Program Assistant	11	
Program Representative	11	*
Registration Officer	11	*
Stores Clerk	11	
Student Recruitment & Advising Officer	11	
Applied Research Administrator	13	
Assistant to the Associate Director	13	
Curriculum & Scheduling Officer	13	*TBR
Facilities Administrator	13	
Facilities Assistant	13	
Senior Accounts Clerk	13	
Senior Accounts Receivable Clerk/Financial Services Clerk	13	
Senior Financial Services Clerk	13	*TBR
Team Leader	13	
Web and Marketing Administrator	13	*
Administrative Assistant to VP, Finance & Administration	14	
Campus Administrator	14	
Multimedia, Blackboard & SharePoint Design Assistant	14	
Program Support Administrator	14	
Student Awards & Financial Aid Advisor	14	*
Student Record Analyst	14	
Supervisor, Administrative Services	14	*

Supervisor, Printshop Services	14	*
Technical Support Analyst	14	
Asset Management Specialist	16	
Building Maintenance Worker	16	
Client Support Analyst	16	
Fire Technician	16	
Librarian, Reference & Instruction	16	
Librarian, Reference & Electronic Resources	16	
Payroll Representative	16	*
Program Administrator	16	
Program Support Specialist	16	
Supervisor, Administrative Services	16	
Supervisor, Administrative Services & Assistant to the Dean	16	*
Supervisor, Administrative Services & Assistant to the Director	16	
Systems Analyst/Report Writer	16	
Auditor, Security Training Programs	18	*
Client Support Technical Specialist	18	
Financial Services Officer	18	*
Graphic Designer	18	*
Lead Fire Technician	18	
Multimedia & Blackboard Technical Specialist	18	*
Program Planner	18	
Registration Services Advisor	18	
Senior Financial Services Supervisor	18	
Web Communications Administrator	18	
Writer/Content Specialist	18	*
Associate Librarian	20	
Marketing & Special Events Advisor	20	
Media Producer/Technician	20	
Payroll Supervisor	20	TBR
Records Governance & FIPPA Specialist	20	
Senior Web Specialist	20	
Server Administrator	20	
Assistant Registrar	23	
ERP Functional Analyst	23	TBR
Institutional Research Analyst	23	
Senior Accounting Supervisor	23	*
Web Administrator	23	
Network & Security Analyst	25	
Senior Financial Analyst	25	TBR
Systems Administrator	25	
*Salary grid range, last two (2) steps only TBR – to be rated		

REVISE: APPENDIX 1B – Salary Grid

The parties agree that Appendix 1B Salary Grid will be revised during the process of updating the 2019 – 2022 collective agreement.

RENEW: APPENDIX 1C
- Classification Level

RENEW: APPENDIX 2-
- Short and Long-Term Disability:

RENEW: APPENDIX 3
- Board and Lodging and Relocation Expenses

RENEW: MEMORANDUM OF UNDERSTANDING #1
Stewards at Step 2 of the Grievance Procedure

RENEW: MEMORANDUM OF UNDERSTANDING #3
Telework

NEW – LETTER OF UNDERSTANDING - SERVICE IMPROVEMENT ALLOCATION

Subject: Annual Allowance - Hard to Recruit Support Staff Positions

It is expected that over the life of the next collective agreement, post-secondary education will continue to face recruitment and retention challenges for positions requiring specialized expertise that is in high demand. The parties to this agreement recognize a fresh approach is needed to recruit and to retain incumbents into hard to recruit positions.

The Service Improvement Allocation presents an opportunity to address these recruitment and retention challenges through the creation of a Hard to Recruit Allowance to address immediate shortages in staffing that negatively impact services to students.

The amount allocated by the Justice Institute of BC for this initiative each year will be in accordance with the following schedule:

- July 1, 2019: \$22,000
- July 1, 2020: \$45,000
- July 1, 2021: \$69,000*

*Year 3 represents the amount of ongoing funding for this initiative.

Not all support staff positions are defined as hard to recruit. Hard to recruit positions are those where:

- Services to students are negatively impacted;

- There are demonstrated recruitment or retention issues that can be objectively determined using data such as, but not limited to, time to fill, vacancy rates and turnover;
- The issue is wage-related;
- Other options to mitigate recruitment and retention pressures have been considered; and
- Relevant market data from the appropriate market comparators is available.

Hard to recruit positions will be reviewed annually by the Institute and the Union; additional positions may be deemed eligible for the allowance, subject to funding.

Incumbents working in full-time assignments receive the full amount. Those in part-time assignments receive a pro-rated amount, which is based on an FTE ratio. The amount of the allowance is calculated by multiplying the FTE ratio by amount of the allowance.

Within ninety days of ratification, the Institute will meet with the Union executive to receive their input on what positions they view as hard to recruit. Final decisions about which job positions are deemed hard to recruit and therefore eligible to receive the allowance will be made by the Institute, taking into account the Union's input and current and future operational needs.

NEW - LETTER OF UNDERSTANDING # XX

Subject: Public Sector General Wage Increase

1. If a public sector employer as defined in s. 1 of the *Public Sector Employers Act* enters into a collective agreement with an effective date after December 31, 2018 and the first three years of the collective agreement includes a cumulative nominal (not compounded) general wage increase of more than 6%, the general wage increase in the 2019-2022 Collective Agreement will be adjusted on the third anniversary of the 2019-2022 Collective Agreement so the cumulative nominal (not compounded) general wage increases are equivalent. This Letter of Understanding is not triggered by any general wage increase awarded as a result of binding interest arbitration.
2. A general wage increase and its magnitude in any agreement is as defined by the PSEC Secretariat and reported by the Secretariat to the Minister of Finance.
3. For certainty, a general wage increase is one that applies to all members of a bargaining unit and does not include wage comparability adjustments, targeted lower wage redress adjustments, labour market adjustment, service improvement allocations, and is net of the value of any changes agreed to by a bargaining agent for public sector employees to obtain a compensation adjustment.
4. This Letter of Understanding will be in effective during the term of the 2019-2022 Collective Agreement.

AGREED BY THE PARTIES ON MAY 8, 2020 @ 3:45 pm.

SCHEDULE B

The following attached language changes that were previously agreed between the parties in negotiations to date. The parties agree that these form part of this schedule and Memorandum Of Settlement.

	Housekeeping	Date signed
1	Change Director, Human Resources to Vice President, Human Resources or designate. Change Director, to Vice President of designate	01/30/2020
2	Amend collective agreement to move toward use of gender neutral language.	Agreed - 01/31/2020
3	2.10 Time Off for Union Business - correct grammar	Agreed - 01/31/2020
4	11.4 Re-Employment Change Superannuation to pension	Agreed 01/31/2020
5	12.2 Postings Change aboriginal to indigenous	01-30-2020
6	12.3 Selection Process – correct grammar	Agreed – 01/31/2020
7	Review collective agreement and remove “of this agreement” when it follows an article or clause, for example: 12.4 Appeal Procedure Remove “of this agreement”	Agreed – 01/31/2020
8	12.4 Appeal Procedure b) amend “the third step” to “Step 3”	Agreed – 01/31/2020
9	14.9 Conversion of Hours – correct grammar	Agreed – 01/31/2020
10	15.2 Workplace Flexibility – remove redundant date	Agreed – 01/31/2020
11	18.1 Annual Vacation Entitlement – formatting change	Agreed – 01/31/2020
12	18.8 Vacation Leave on Retirement Change Superannuation to pension	Agreed – 01/31/2020
13	20.14 Emergency Service Leave - Change ‘have’ to ‘with’	Agreed – 01/31/2020
14	27.7 Travel Allowance – remove redundant date	Agreed – 01/31/2020

15	27.13 Retirement Allowance Change Superannuation to Pension	Agreed – 01/31/2020
16	31.7 Health and Welfare Change BCGEU/BC Government Master Agreement to Public Service Main Agreement	Agreed – 01/31/2020
17	Renew LOU #2 Supporting the Role of the Steward Renew LOU #3 Article 5 Human Resource Database Renew LOU #5 Pension Plan	01-30-2020
18	Renew MOA #1 Program Planners Renew MOU #2 Union/Management Joint Training Renew Appendix 1C Classification Level	01-30-2020
19	Appendix 2 Change Superannuation to Municipal Pension Plan (MPP)	Agreed – 01/31/2020
	Substantive	
1	13.2 Menu of Labour Adjustment Strategies Delete: trial retirement	01-30-2020
2	14.5 Changes in Work Schedules Add: Such requests shall not be unreasonably denied.	01-30-2020
2	27.1 Paydays Amended to meet ESA	01-30-2020
3	27.20 Child Care Expenses Remove the words “requested or”	01-30-2020
4	DELETE - Article 33.1 Child Care Facilities	01-30-2020
5	DELETE – LOU #1 Exchange Program	01-30-2020
6	DELETE – LOU #4 System-Wide Electronic Job Registry	01-30-2020
7	DELETE – MOU #4 Economic Stability Dividend (ESD)	01-30-2020
8	DELETE – Appendix 1D – Economic Stability Dividend	01-30-2020

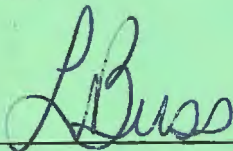
LETTER OF UNDERSTANDING #2
Supporting the Role of the StewardRenew

The role of the stewards benefits all Academies and Divisions at the JI. This represents a commitment of time and effort in addition to their regular duties and responsibilities. In order for this role to be fulfilled effectively, stewards need access to:

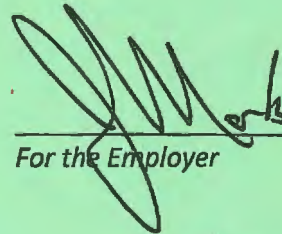
- release time as provided in this collective agreement;
- a range of options to deal with their workload, which may include backfill, OT etc.;
- a permanent office (including photocopying, storage, phone, PC etc.);
- location to be mutually agreed to,
- relevant JI training outside of JET funding as provided for in this collective agreement.

In addition the parties agree to provide joint training with respect to the changes in the collective agreement to union and management designates. This will be completed within two months of ratification.

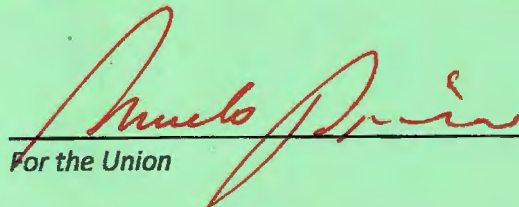
Agreed to:



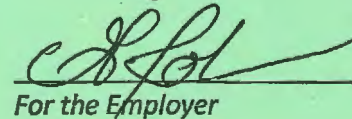
For the Union



For the Employer



For the Union



For the Employer

Date: 01/30/2020

LETTER OF UNDERSTANDING #3
Article 5 Human Resources Database

Renew

1. The parties agree to provide and support the accumulation and dissemination of available data to the Centre for Education Information Standards and Services, or some other mutually agreed-upon organization. The parties may undertake joint projects for the comparative analysis of such data.
2. The parties recommend that the Ministry of Advanced Education, Training and Technology provide funding to assist in the gathering, analysis, and maintenance of such data through the agreed upon organization.
3. The parties believe that their ongoing and collective bargaining relationships are enhanced through useful, timely and accessible data on relevant human resources matters, including those listed below.
4. Relevant Matters include:
Health and Welfare
 - types of coverage
 - participation rates
 - premiums
 - cost sharing
 - commission costs
 - available studies commissioned by government agencies e.g., comparative benefit analysis)
 - carrier contracts


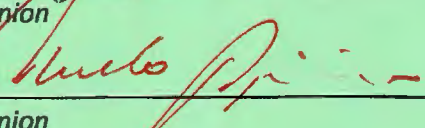
Collective Bargaining

- wage information and any other bargaining unit compensation
- information requested
- demographics: age, sex, salary, placement, status
- analysis of local collective agreements within the system
- Pension Plan participation rates

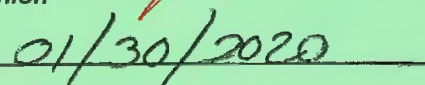
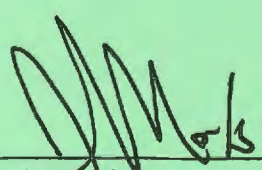
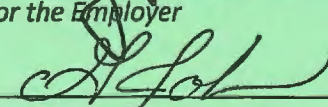
Contract Administration

- Arbitration, Labour Relations Board and other decisions and costs
- thereof for the system
- Local Letters of Understanding

Agreed to:


For the Union
For the Union

Date:


01/30/2020
For the Employer
For the Employer

LETTER OF UNDERSTANDING #4
System-Wide Electronic Job Registry

The PSEA will establish and maintain a system-wide electronic registry of job postings and the necessary supporting database.

1. ~~Posting~~

~~(a) — Employers shall ensure that the internal selection procedure in the applicable local collective agreement has been concluded prior to job postings being listed on the system-wide registry.~~

~~(b) — Institutions will post on the Registry all employment opportunities of half time or more and longer than three months in duration that are available to applicants beyond those employed by the institution.~~

~~(c) — Postings will be removed from the registry one week after the closing date.~~

~~(d) — Employers may elect to include job postings from institutions not covered by this agreement.~~

~~(e) — Unions, employers and employees have the right to access the information on the system-wide registry. Computer terminal access will be provided and the location will be mutually agreed at the local level. Where Internet access is not available, other arrangements will be made.~~

2. ~~Electronic Registry of Eligible Employees (Registrants)~~

~~(a) — Employees covered by the agreement are eligible for listing on the system-wide registry if they are regular employees who have received notice of layoff or who have been laid off.~~

~~(b) — Laid-off employees will become ineligible in the following situations:~~

~~(1) — They are recalled or appointed to an equivalent position at the institution from which they were laid off;~~

~~(2) — They obtain an equivalent position as a result of being listed on the system-wide registry; or~~

~~(3) — Upon the expiration of the employee's recall rights, or two years from the date of registration, whichever is later.~~

3. ~~Application Procedures~~

~~(a) — An employee applies for a listing on the system-wide registry through the employee's Human Resources Department by completing the following form.~~

~~(b) — The institution will immediately forward the completed form to the PSEA who will list eligible employees on the system-wide registry.~~

~~(c) — A registrant is responsible to ensure the information is current and to immediately notify the Employer and the local union if the registrant is no longer available for employment through the Registry.~~

4. ~~Registrant Applying for Vacancies~~

~~(a) — It is the responsibility of registrants listed on the system-wide registry to inquire about and apply for the available positions.~~

~~(b) — Registrants applying for a posted position in the manner prescribed by the posting institution must inform the institution at the time of application that they are a registrant on the system-wide registry and what their registry status is.~~

5. ~~Rights of Registrants~~(a) ~~Entitlement for Interview~~

~~Registrants who apply for a job posting at an institution who meet the selection criteria as described in the job posting will be interviewed in person, by phone or video conference. In the event that more than five qualified registrants apply, the institution shall interview the five most senior qualified registrants plus qualified external applicants. Registrants will be given preference over external applicants for registry job postings. Selection will be made on the basis of the selection language in the local collective agreements.~~

(b) ~~Entitlements for Successful Applicants~~

~~Orientation/Training: A registrant who accepts an offer of available work shall be entitled to a responsible amount of orientation and training. Benefits: Registrants who are eligible for health and welfare benefits at the hiring institution shall have the waiting period(s) waived subject to carrier provisions.~~

~~Seniority: All registrants who accept an offer of available work at the hiring institution shall have their seniority recognized for all purposes other than severance accrual for subsequent layoff. If necessary, the seniority will be recalculated in accordance with the collective agreement at the hiring institution.~~

~~Relocation Costs for Registrants: Relocation costs for successful applicants who change residence as a result of the hiring that are supported by proper proof of expenditures within 90 days of commencing employment, will be paid by the hiring institution in accordance with its relocation policies and practices for the position for which the registrant was hired. If funding is available, the cost will be reimbursed to the hiring institution from the Labour Adjustment Fund.~~

~~Recall and Repayment: An employee hired from the Registry who is recalled by an institution and returns to work at the institution will pay relocation costs from that institution that hired him/her in accordance with its relocation policies and practices for the position for which the registrant was hired.~~

~~Reporting of Registry Activities: Employers shall report all registry activities to the Labour/Management Relations Committee, including names of those interviewed and those hired.~~

POST SECONDARY EMPLOYERS' ASSOCIATION REGISTRY - FORM 001

0. ~~(For PSEA use only:)~~ _____
1. ~~College/Institute/Agency of Origin:~~ _____
2. ~~Registrant:~~ _____
3. ~~Start Date:~~ _____
4. ~~Previous Position Held:~~ _____
5. ~~Current Position Held:~~ _____
6. ~~Date of Layoff Notice:~~ _____
7. ~~Date of Availability:~~ _____
8. ~~Registrant Electronic Resume available at:~~ _____

College/Institute/Agency Personnel Contact Person: _____

College Personnel Contact Phone Number: _____

Bargaining Unit Chairperson/Local President: _____

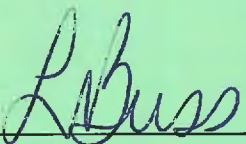
Bargaining Unit Chairperson/Local President Phone Number: _____

Information Release Waiver for the purposes of the "Freedom of Information and Protection of Privacy Act".

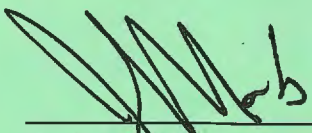
I agree that the above personal information, my current resume, and the positions I was interviewed for can be made available to prospective Employers and Union via the internet or other means.

Signature of Registrant _____ Date _____

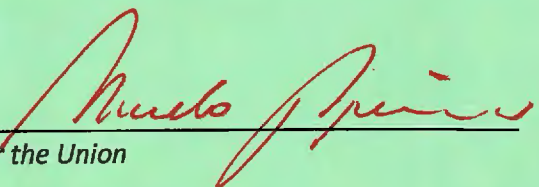
Agreed to:



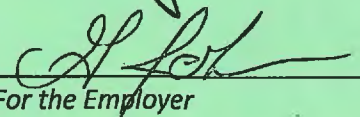
For the Union



For the Employer



For the Union



For the Employer


Date: 01/30/2020

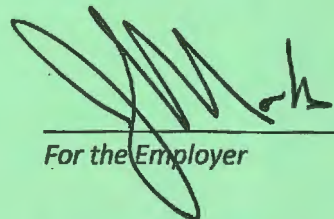
LETTER OF UNDERSTANDING #5
Pension Plan**Renew**

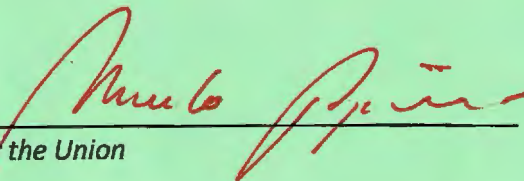
Enrolment in the Municipal Pension Plan shall be as set out in the Pension (Municipal) Act.

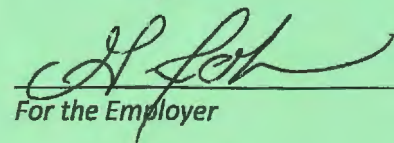
In order to enable employees who qualify according to the Municipal, College or Public Service Pension Act to buy back previous pensionable service, the Employer agrees to provide payroll deduction in an amount suitable to the employee and to provide the administration necessary to enable such buy back.

Agreed to:



For the Union

For the Employer

For the Union

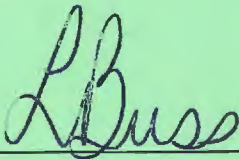
For the EmployerDate: 01/30/2020

MEMORANDUM OF AGREEMENT #1
Program PlannersRenew

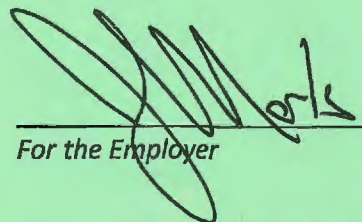
The parties agree that three Program Planner positions will be transferred to the BCGEU bargaining unit on July 1, 2005 and that the transfer of Barbara Hunter as an incumbent, will be in accordance with the following:

1. The incumbent will have her wages maintained and will receive all future negotiated wage increases provided that she does not voluntarily leave her current positions. A change in the number of hours worked does not constitute a change in position and will not be used to alter the protected wage rate. Current salaries will be converted to an hourly wage.
2. Seniority will be established based on the length of time worked in a bargaining unit position, time worked as a Program Planner will be credited toward bargaining unit seniority.
3. The incumbents will have the option to remain on or enrol in the Fair Comparison benefits plan or transfer to benefits plan provided under the collective agreement.
4. Vacation entitlement will be based on date of hire with the Justice Institute of British Columbia. The incumbents will maintain her current vacation entitlement until the vacation entitlement provided in the collective agreement exceeds the current entitlement.
5. The salary protection provisions contained in the collective agreement will apply to the wage provision in 1 above.
6. Effective July 1, 2005 the incumbent will be covered by all terms and conditions of collective agreement unless otherwise specified.
7. This agreement will remain in full force and effect provided that the incumbents do not voluntarily leave their positions or terminate employment.

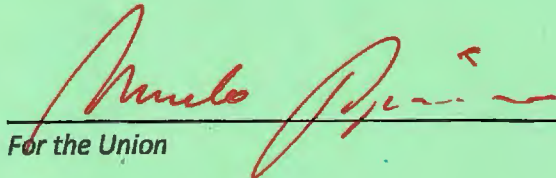
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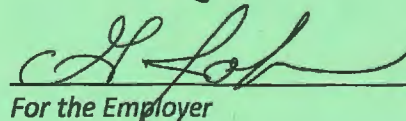
For the Union



For the Employer



For the Union



For the Employer

Date:

01/30/2020

HOUSEKEEPING


Change ~~Director, Human Resources~~ to Vice President, Human Resources or designate in the following clauses:

7.3(a)(5); 20.1(b); 20.3(d); 36.4(4); 36.4(5); 36.4(7); 36.5(a); 36.5(b); 36.5(d); 36.5(f); 36.5(m); and collective agreement signature page.

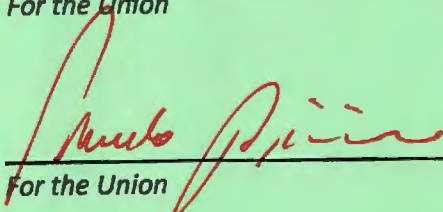
Change ~~Director~~ to Vice President or designate in the following clauses:

28.5(b); 28.5(c); 29.9(e)

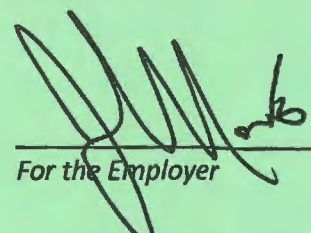
Agreed to:



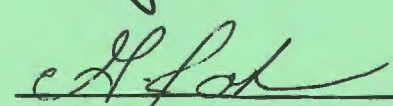
For the Union



For the Union



For the Employer



For the Employer

Date: 01/30/2020

HOUSEKEEPING

12.2 Postings

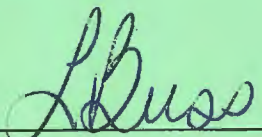
(a) *Maintain current language*

(b) The notice of postings shall contain the following information: campus location, nature of position, ability, qualifications, experience, skills, whether shift work is involved, whether flextime is approved and wage or salary rate or range, and the notation: "The Justice Institute of British Columbia is an equal opportunity employer and is interested in broadening the diversity of its staff. We encourage applications from individuals from visible minority groups, individuals of ~~Aboriginal~~ **Indigenous** heritage, persons with disabilities and persons of all sexual orientation or gender identity."

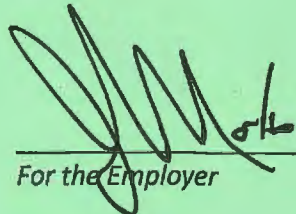
Qualifications may not be established in an arbitrary or discriminatory manner.

(c) *Maintain current language*

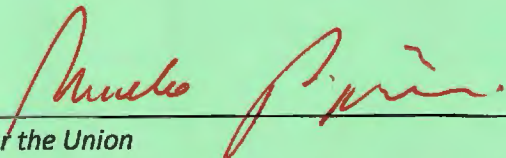
Agreed to:




For the Union



For the Employer



For the Union



For the Employer

Date: 01/30/2020

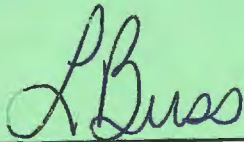
ARTICLE 13 - LAYOFF AND RECALL

13.2 Menu of Labour Adjustment Strategies

To minimize layoffs, the following menu of labour force adjustment strategies will be considered and whenever reasonably possible, offered by the Employer at the appropriate time in the employee reduction process set out in this collective agreement:

- 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 for use to seek alternate employment, retirement adjustment, retraining, etc.
- Voluntary severance.
- Purchasing past pensionable service. If permissible, the Employer will match a minimum of three years' contributions to the appropriate pension plan (College Pension Plan, Municipal Pension Plan or Public Service Pension Plan) where an employee opts for early retirement.
- Early retirement incentives.
- Agreed secondment.
- Retraining.
- ~~Trial retirement.~~
- Continuation of health and welfare benefits.
- Combinations and variations of the above or other alternatives.

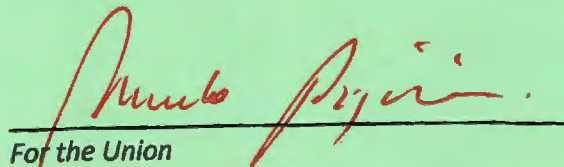
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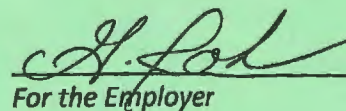
For the Union



For the Employer



For the Union



For the Employer

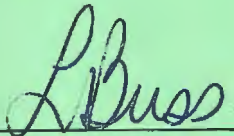
Date: 01/30/2020

ARTICLE 14 - HOURS OF WORK

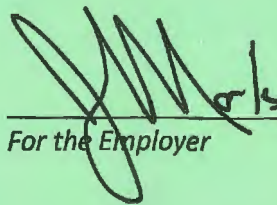
14.5 Changes in Work Schedules

Work schedules may be altered at any time by mutual agreement between the Employer's designate and the Union's designate at the local level in accordance with the provisions of this article. **Such requests shall not be unreasonably denied.**

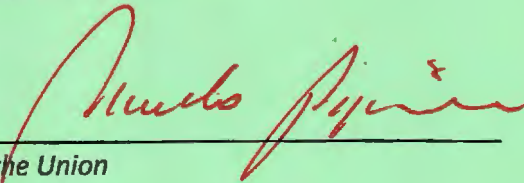
Agreed to:



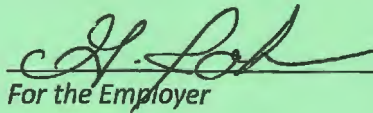
For the Union



For the Employer



For the Union



For the Employer

Date: 01/30/2020

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES

27.20 Child Care Expenses

(a) Where an employee is ~~requested~~ or required by the Employer to attend;

- (1) Employer-endorsed education, training and career development activities, or
- (2) Employer-sponsored activities,

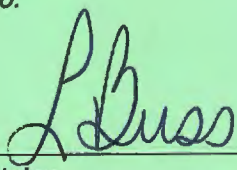
which are not included in the normal duties of the employee's job, outside their headquarters or geographic location, such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expense up to \$50 per day upon production of a receipt.

(b) Where an employee, who is not on leave of absence, attends a course approved by the Employer outside the employee's normal scheduled workday such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expense up to \$25 per day upon production of a receipt. This reimbursement shall not exceed 15 days per calendar year.

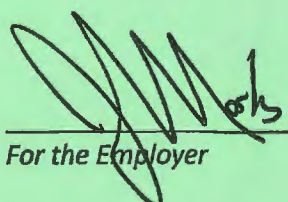
(c) Reimbursement in (a) or (b) shall only apply where no one else at the employee's home can provide the child care.

(d) The receipt shall be a signed statement including the date(s), the hourly rate charged, the hours of care provided and shall identify the caregiver/agency.

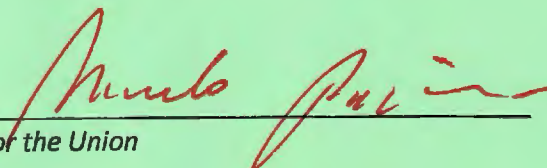
Agreed to:



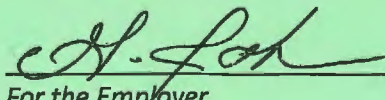
For the Union



For the Employer



For the Union



For the Employer


Date: 01/30/2020

ARTICLE 33 - GENERAL CONDITIONS

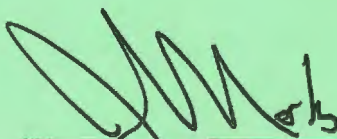
33.1 — Child Care Facilities

- (a) — The Employer and the Union agree to establish a joint committee to facilitate the establishment of community based child care centres.
- (b) — The Joint Committee shall be composed of two union representatives and two Employer representatives. The designates of each party shall be gender balanced. Employees representing the Union on this Joint Committee shall be on leave of absence without loss of basic pay for time on this Committee.
- (c) — The Joint Committee may facilitate the establishment of community based child care facilities where viable.
- (d) — The Joint Committee may establish subcommittees where appropriate to facilitate objectives of this clause.
- (e) — The Joint Committee shall include representation and participation from interested community based groups or organizations. The Committee shall determine which community based groups or organizations shall be represented.
- (f) — The Joint Committee may seek the advice and support of other Public Service program areas including but not limited to the Ministry of Women's Equality, the Ministry of Social Services, BCBC and the Employee Benefit Trust.
- (g) — Where suitable space is available in an employer owned or leased facility without major or structural modification, the space may be made available for the purpose of establishing the community based child care facility. The Employer's sole financial responsibility is limited to the provision of such space.


Agreed to:



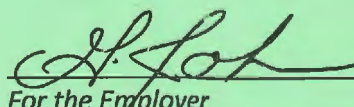
For the Union



For the Employer



For the Union



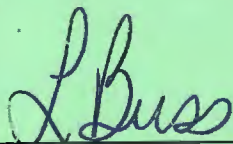
For the Employer

Date: 01/30/2020

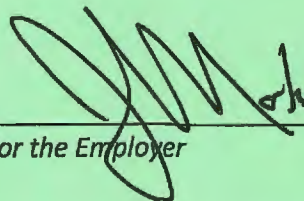
APPENDIX 1C
Classification LevelRenew

Classification Level	Definition	Wage
Level 1	Employees without a post-secondary degree or certificate working in their initial work term	Grid Level 6, Step 1
Level 2	Level 1 employees working in a subsequent work term.	Grid Level 6, Step 2
Level 3	Employees who have completed a post-secondary degree or certificate (minimum 2-year course) classification and are placed into training positions where they are performing work consistent with their education level. Employees with a degree or certificate who are not performing work consistent their educational level shall be place into Level 1.	Grid Level 11, Step 2

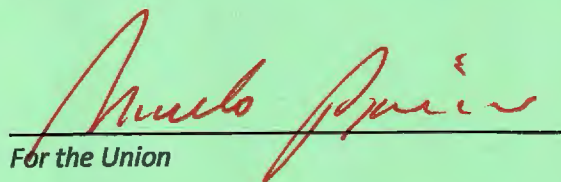
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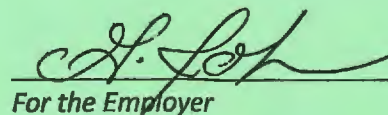
For the Union



For the Employer



For the Union



For the Employer

Date: 01/30/2020

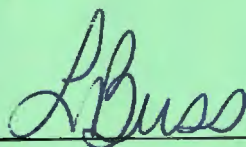
APPENDIX 1D

Economic Stability Dividend

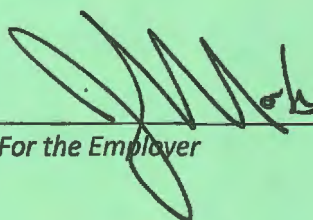
The timing and percentages of the increases will be as follows, effective at the start of the first pay period after the respective dates:

- July 1, 2015 1.0% GWI across the board
- May 1, 2016 Economic Stability Dividend (TBD)
- July 1, 2016 0.5% GWI across the board
- May 1, 2017 1.0% GWI across the board + Economic Stability Dividend (TBD)
- July 1, 2017 0.5% GWI across the board
- May 1, 2018 1.0% GWI across the board + Economic Stability Dividend (TBD)
- July 1, 2018 0.5% GWI across the board
- May 1, 2019 1.0% GWI across the board + Economic Stability Dividend (TBD)

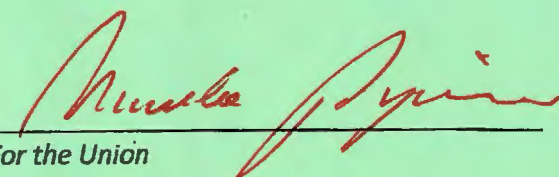
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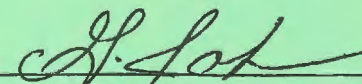
For the Union



For the Employer



For the Union



For the Employer

Date: 01/30/2020

MEMORANDUM OF UNDERSTANDING #2
Union/Management Joint TrainingRenew

In keeping with the intent of building constructive union/management relations, the BCGEU and the Institute agree to jointly develop training to be delivered to union and management designates on an annual basis.

The training will include and is not limited to:

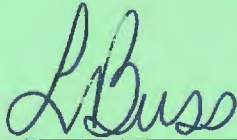
- appreciation of both parties' rights, roles and responsibilities in the workplace;
- understanding the positive role of the stewards in responding to and resolving issues;
- understanding and application of the principles of problem solving;
- understanding and applying the basic principles of labour relations;
- understanding and applying basic elements of effective communication.

The training will be jointly facilitated by a team of qualified union and employer representatives.

Union members who attend training will be on leave of absence with basic pay and shall be reimbursed for expenses by the Union.

Both parties recognize that in order to have positive union/management relations it is essential to recognize and support the ongoing learning that is inherent in this process.

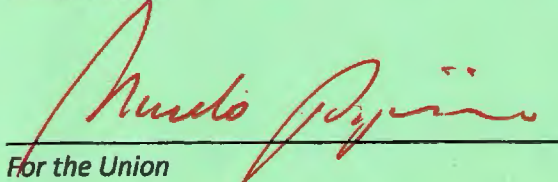
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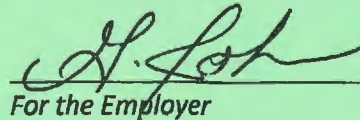
For the Union



For the Employer



For the Union



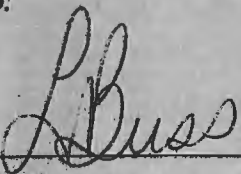
For the Employer

Date: 01/30/2020

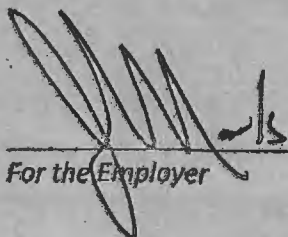
LETTER OF UNDERSTANDING #1
Exchange Program

The parties agree that exchange programs between the Justice Institute and other public or private institutions can be beneficial to the Employer and employees. When an exchange is viable and beneficial to both the JIBC and an employee, the employee may be granted permission to participate in exchange programs at full pay and allowances.

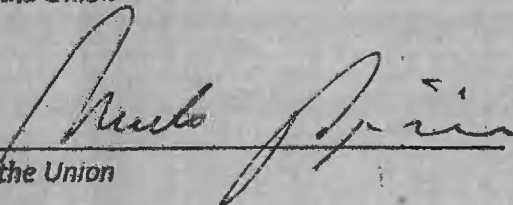
Agreed to:



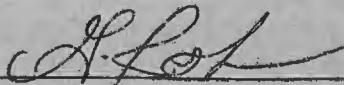
For the Union



For the Employer



For the Union



For the Employer

Date: 01/30/2020

**MEMORANDUM OF UNDERSTANDING #4
Re: Economic Stability Dividend (ESD)**

itions

In this letter of agreement:

"collective agreement year" means each twelve (12) month period commencing on the first day of the new 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 of 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 1st and ending December 31st 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 payday after the commencement of the eleventh (11th) 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 Growth 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 Growth 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~~

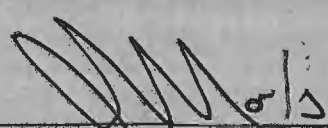
8. ~~The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).~~

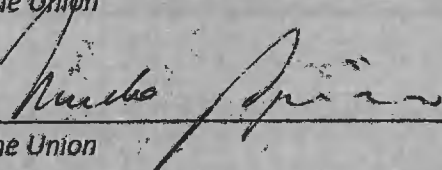
~~Allowable Method of Payment of the Economic Stability Dividend~~

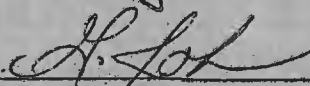
9. ~~Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.~~

Agreed to:


For the Union


For the Employer


For the Union


For the Employer

Date:

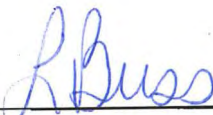
01/30/2020

Housekeeping

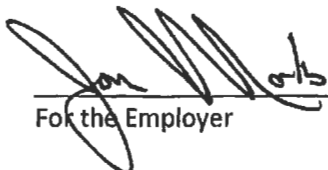
11.4 Re-Employment

A regular employee who resigns ~~his/her~~ **their** position and within 90 days is re-employed as a regular employee shall be granted a leave of absence without pay covering those days absent and shall retain, effective the date of re-employment, all provisions and right in relation to seniority and other fringe benefits, provided ~~he/she~~ **they** ~~has~~ **have** not withdrawn ~~his/her~~ **their** ~~superannuation~~ **pension** contributions.

Agreed to:



For the Union

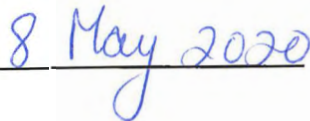


For the Employer

For the Union

For the Employer

Date: _____




Housekeeping

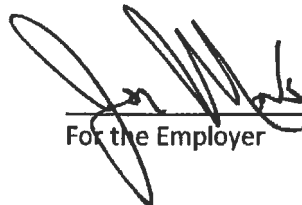
Make the following changes wherever they appear in the collective agreement to move toward the use of gender neutral language:

"he/she"	changes to "they" or "the employee"
"she/he"	changes to "they" or "the employee"
"his/her"	changes to "their" or "the employee's"
"her/his"	changes to "their" or "the employee's"
"himself/herself"	changes to "them"
"manning"	changes to "staffing"

Agreed to:



For the Union



For the Employer

For the Union

For the Employer


Date: 8 May 2020

Housekeeping

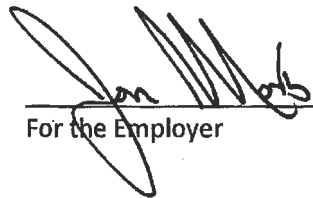
18.8 Vacation Leave on Retirement

An employee scheduled to retire and to receive a **municipal** pension ~~superannuation allowance~~ under the *Public Sector Pension Plans Act* shall be granted full vacation entitlement for the final calendar year of service.

Agreed to:



For the Union



For the Employer

For the Union

For the Employer

Date: 8 May 2020

Housekeeping

27.13 Retirement Allowance

Upon retirement from service an employee who has completed 20 years of service with the Employer and who under the provisions of the Municipal Pension Plan or the College Pension Plan is entitled to receive a ~~superannuation allowance or~~ pension on retirement, is entitled to an amount equal to ~~his/her~~ **their** salary for one month, and for each full year of service exceeding 20 years but not exceeding 30 years, is entitled to an additional amount equal to one-fifth of ~~his/her~~ **their** monthly salary. Length of service credited in Article 11 – Seniority shall also be credited for payments pursuant to this article. The employee may opt to take the allowance as equivalent paid leave of absence to be taken immediately prior to retirement.

Agreed to:

L. Buss

For the Union


For the Employer

For the Union

For the Employer

Date:

8 May 2020

Housekeeping

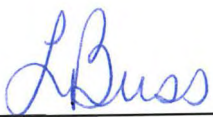
APPENDIX 2

Short and Long-Term Disability

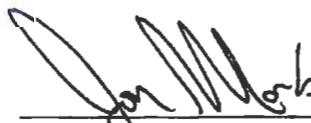
2.2 Long-Term Disability

- (c) An employee in receipt of long-term disability benefits will be considered an employee for purposes of ~~superannuation~~ the **Municipal Pension Plan (MPP)** and will continue to be covered by group life, extended health, and dental and ~~medical plans~~. Employees will not be covered by any other portion of the collective agreement but will retain the right of access to a screening committee established there under and will retain seniority rights should they return to employment within six months following cessation of benefits.
- (d) When an employee is in receipt of the benefit described in (a) above, contributions required for benefit plans in (c) above and contributions for ~~Superannuation~~ **MPP** will be waived by the Employer.
- (e) 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~~ **MPP** 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.

Agreed to:



For the Union



For the Employer

For the Union

For the Employer

Date: 8 May 2020

Housekeeping

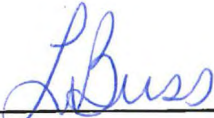
The parties agree to review the Collective Agreement and, if "of this agreement" when it follows an article or a clause is deemed inappropriate, the parties will agree to delete it.

For example:


12.4 Appeal Procedure

- (a) Where an employee feels ~~he/she has~~ **they have** been aggrieved by any decision of the Employer relating to promotion, demotion, transfer or filling of vacancies, the employee may file a grievance in accordance with the grievance procedure as set out in Article 8 – Grievances ~~of this agreement~~.
- (b) Notwithstanding Article 8 – Grievances ~~of this agreement~~, such a grievance shall be initiated at the third step of the grievance procedure within 14 days of notification of the promotion, demotion, transfer or the filling of vacancies.

Agreed to:



For the Union



For the Employer

For the Union

For the Employer

Date: 8 May 2020

Housekeeping

Correct grammar in the following clauses:

2.10 Time Off for Union Business

(d) (3) for an employee elected to ~~anybody~~ **any body** to which the Union is affiliated
for a period of one year and the leave shall be renewed upon request.

12.3 Selection Process

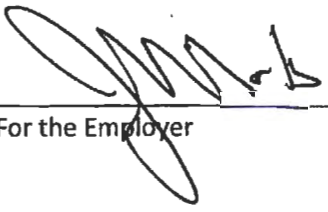
(d) For the purpose of this clause "relatively equal" means candidates with:

- 10 years or more of continuous service ~~with have~~ a point score difference of 10% or less of the points available for education, skills, knowledge, experience, and past work performance.
- Less than 10 years or more of continuous service ~~with have~~ a point score difference of 10% or less of the points available for education, skills, knowledge, experience, and past work performance.

Agreed to:



For the Union



For the Employer

For the Union

For the Employer


Date: 8 May 2020

Housekeeping

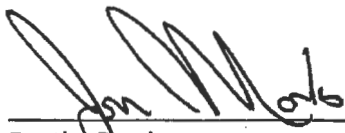
31.7 Health and Welfare

These rates will change at the same time and the same amount as the ~~BCGEU/BC Government Master Agreement~~ **Public Service Main Agreement**.

Agreed to:



For the Union



For the Employer

For the Union

For the Employer

Date: 8 May 2020

Housekeeping

14.9 Conversion of Hours

(c) Designated Paid Holidays

Where an employee is granted a designated paid holiday, pursuant to Article 17 – Paid Holidays of this agreement, the time off granted will be seven hours per day ~~per~~ designated paid holiday for a full-time employee and prorated for a part-time employee.

15.2 Workplace Flexibility

(b) ~~After April 27, 2000~~ New positions created and vacant positions may include Saturday and/or Sunday as a regular workday. Postings for these positions shall state the consecutive days of work.

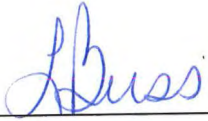
18.1 Annual Vacation Entitlement

(c) Conversion of Hours


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

~~(d)~~ **(2)** Employees engaged on a part-time basis shall be entitled to annual vacation on a pro rata basis as above.

Agreed to:



For the Union



For the Employer

For the Union

For the Employer

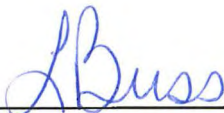
Date: 8 May 2020

Housekeeping


12.4 Appeal Procedure

- (a) Where an employee feels ~~he/she has~~ **they have** been aggrieved by any decision of the Employer relating to promotion, demotion, transfer or filling of vacancies, the employee may file a grievance in accordance with the grievance procedure as set out in Article 8 – Grievances of this agreement.
- (b) Notwithstanding Article 8 – Grievances of this agreement, such a grievance shall be initiated at ~~the third step~~ **Step 3** of the grievance procedure within 14 days of notification of the promotion, demotion, transfer or the filling of vacancies.

Agreed to:



For the Union



For the Employer

For the Union

For the Employer

Date: 8 May 2020

Housekeeping

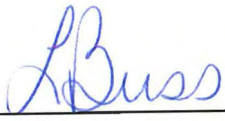
20.14 Emergency Service leave

Where employees' services are required for emergency operations by request from the ~~Provincial Emergency Program~~ **Emergency Management BC**, or the appropriate police authority, leave from work as required may be granted without loss of basic pay. If any remuneration, other than for expenses, is received, it shall be remitted to the Employer.

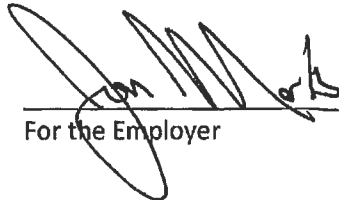
27.7 Travel Allowance

- (g) ~~Effective April 1, 2005, v~~ Vehicle allowance (cents per kilometre) will be paid in accordance with the Employer's Financial Policy – Staff Travel & Expenses.

Agreed to:



For the Union



For the Employer

For the Union

For the Employer

Date: 8 May 2020

SCHEDULE C

PROPOSAL FOR THE USE OF THE SIA FUNDS:

NEW – LETTER OF UNDERSTANDING - SERVICE IMPROVEMENT ALLOCATION

Subject: Annual Allowance - Hard to Recruit Support Staff Positions

It is expected that over the life of the next collective agreement, post-secondary education will continue to face recruitment and retention challenges for positions requiring specialized expertise that is in high demand. The parties to this agreement recognize a fresh approach is needed to recruit and to retain Incumbents into hard to recruit positions.

The Service Improvement Allocation presents an opportunity to address these recruitment and retention challenges through the creation of a Hard to Recruit Allowance to address immediate shortages in staffing that negatively impact services to students.

The amount allocated by the Justice Institute of BC for this initiative each year will be in accordance with the following schedule:

- July 1, 2019: \$22,000
- July 1, 2020: \$45,000
- July 1, 2021: \$69,000*

*Year 3 represents the amount of ongoing funding for this initiative.

Not all support staff positions are defined as hard to recruit. Hard to recruit positions are those where:

- Services to students are negatively impacted;
- There are demonstrated recruitment or retention issues that can be objectively determined using data such as, but not limited to, time to fill, vacancy rates and turnover;
- The issue is wage-related;
- Other options to mitigate recruitment and retention pressures have been considered; and
- Relevant market data from the appropriate market comparators is available.

Hard to recruit positions will be reviewed annually by the College and the Union; additional positions may be deemed eligible for the allowance, subject to funding.

Incumbents working in full-time assignments receive the full amount. Those in part-time assignments receive a pro-rated amount, which is based on an FTE ratio. The amount of the allowance is calculated by multiplying the FTE ratio by amount of the allowance.

Within ninety days of ratification, the College will meet with the Union executive to receive their input on what positions they view as hard to recruit. Final decisions about which job positions are

deemed hard to recruit and therefore eligible to receive the allowance will be made by the College, taking into account the Union's input and current and future operational needs.

CHANGES TO THE COLLECTIVE AGREEMENT REQUIRED THAT WILL RESULT IN SERVICE IMPROVEMENTS:

14. STANDARD HOURS

- (a) Except as otherwise provided, the standard workweek shall consist of five consecutive days from Monday to Friday, inclusive.
- (b) Except as otherwise provided, the workday shall be seven hours duration, exclusive of meal period, and these hours shall be scheduled between ~~8:00~~-7:00 a.m. and ~~5:00~~-9:00 p.m.

2.1 BARGAINING UNIT DEFINED

- (1) All employees of the Justice Institute of British Columbia, except those primarily engaged in teaching functions, and except those excluded by virtue of the provisions of the *College and Institute Act*, and except those holding positions currently excluded as Managerial and/or confidential.

The following positions are excluded from the BCGEU Bargaining Unit by virtue of the provisions of the *College and Institute Act*.

- Associate Librarian
- Librarian, Reference and Electronic Resources
- Librarian, Reference and Instruction



HUMAN
RESOURCES

PRIVATE AND CONFIDENTIAL

March 26, 2020

Ms. Lindsay Buss BCGEU Staff Representative

Dear Lindsay:

Re: Agreement to extinguish liabilities and allocation of savings under Article 25.11 relating to reduction in premiums for MSP

In accordance with Article 25.11 of the Collective Agreement between the Justice Institute of BC and the BCGEU, the parties agree that the savings resulting from the legislative reduction in the premium paid by the Employer for MSP amounts to a one-time payment of \$85,450. The one-time payment will occur after ratification of the (2019-2022) Agreement. This letter will confirm the parties agree that the one-time payment extinguishes any and all liabilities under Article 25.11 with respect to the reduction in the premium paid by the Employer for MSP.

The parties will mutually determine the appropriate allocation of these funds, which will be in the form of a lump sum payment.

Sincerely,

Jon Marks Vice-President, Human Resources JIBC

A handwritten signature in black ink, appearing to read "Jon Marks".

CANADA'S LEADING PUBLIC SAFETY EDUCATOR

715 McBride Boulevard, New Westminster, BC V3L 5T4, Canada | Tel: 604.828.8108 Fax: 604.828.8807 | jibc.ca