

MEMORANDUM OF AGREEMENT

between the

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

and the

BC GOVERNMENT AND SERVICES EMPLOYEE'S UNION (BCGEU Support Staff)
(hereinafter called "the Union")

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE BC GOVERNMENT AND SERVICE EMPLOYEE'S UNION (BCGEU Support Staff) (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING July 01, 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 thirty-six (36) months from July 01, 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. Appendix "A"

The Employer and the Union also agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "A". Except as identified below, all other proposals tabled by the parties are withdrawn without prejudice.

5. Appendix "B"

6. Ratification

The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and conduct ratification votes, as required.

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

Signed this 27th day of May, 2020.

BARGAINING REPRESENTATIVES

THE FOR THE EMPLOYER:

Ana Lopez

Ana Lopez

Katie Cobban

Katie Cobban

Chris Hudson

Chris Hudson

Stephanie Low

Stephanie Low

D Mackay

Dawna Mackay

Joe Cosh

Joe Cosh

Colin Gibson

Colin Gibson

BARGAINING REPRESENTATIVES

FOR THE UNION:

Richard Schaeffer

Richard Schaeffer

Carla Reid

Carla Reid

Kim Daniel

Kim Daniel

Darryl Wong

Darryl Wong

Linsay Buss

Linsay Buss

APPENDIX A

1. Housekeeping – Various Provisions

The parties agree to amend the Collective Agreement as follows:

- (a) Update provisions which state “he”, “she”, or “he/she” to **“they”** or **“the Employee”** throughout the Collective Agreement;
- (b) Update provisions which state “zero (0)”, “one (1)”, “two (2)”, “three (3)”, “four (4)”, “five (5)”, “six (6)”, “seven (7)”, “eight (8)”, or “nine (9)” to **“zero”, “one”, “two”, “three”, “four”, “five”, “six”, “seven”, “eight”, or “nine”** throughout the Collective Agreement;
- (c) Update provisions which have numbering at or above 10 from written and numerical, for example “twenty-five (25)”, to numerical, for example **“25”**, throughout the Collective Agreement;
- (d) Update provisions which refer to “Article” or “Articles” to **“Article”, “Articles”, “Clause” or “Clauses”** throughout the Collective Agreement. “Clause” or “Clauses” should be used for a sub article for example “Article 16” and “Clause 16.6”; and
- (e) Add titles referring to Article or Clauses in another Article or Clause throughout the Collective Agreement for example “Clause 13.2 (Work Schedules), rather than “Clause 13.2”.

2. Clause 13.2 Work Schedules

The parties agree to amend Clause 13.2 Work Schedules as follows:

- (a) Except as otherwise provided, the normal workweek for Employees covered by this Agreement shall consist of five ~~{5}~~ consecutive days between Monday and Friday inclusive.
- (b) Except as otherwise provided, the workday shall be seven ~~{7}~~ hours duration exclusive of meal periods and these hours shall be scheduled between ~~700~~**6:30** and 17:30 hours.
- (c)
 - (1) For all Employees hired prior to January 1, 1977 at the pre-merger BCIT, the standard workweek for non-shift Employees shall consist of five (5) consecutive days, from Monday to Friday inclusive.
 - (2) For all Employees recruited to positions after January 1, 1977, the workweek may be scheduled on any five ~~{5}~~ consecutive days from Sunday to Saturday, provided that:
 - (i) the position is advertised as having an irregular workweek;
 - (ii) the irregular workweek is constant on the same days each week;

- (iii) the standard workweek will be ~~thirty-five (35)~~ hours per week.
- (3) Standard hours and working times for the clerks in the Library (Circulation) and Part-Time Studies/Continuing Education who are required to work a second shift shall be covered by the following provisions:
 - (i) The workweek shall be ~~thirty-four (34)~~ hours per week for the second shift.
 - (ii) The hours of work for the second shift shall be Monday to Thursday, between 1300 hours and 2300 hours.
 - (iii) The standard workday shall be eight and one-half ~~(8½)~~ hours per day for the second shift.
 - (iv) Shift schedules shall be drawn up and posted by the Employer within the departments listed above.
 - (v) Employees on the second shift shall be entitled to overtime compensation after eight and one-half ~~(8½)~~ hours of work in a regularly scheduled workday as in Article 15 (**Overtime**) of this Agreement.
- (d) Changes in shift scheduling and starting and finishing times shall be established at the ~~local~~ **department** level and shall conform with the provisions of this Agreement. The new schedules once agreed upon shall be ~~posted~~ **emailed to the employee** as per ~~Article~~ **Clause 14.3 (Notice of Work Schedules)**.
- (e)
 - (1) If either Party wishes a change to existing work schedules, it shall provide the other Party with the earliest possible advance notice.
 - (2) If a change is requested only at the ~~local~~ **department** level, the notice shall be given to the appropriate Union steward ~~or~~ **and** designated Employer representative. If a change is requested which involves more than one worksite, notice shall be given **to a designated Union official** ~~the President of the Union or~~ **and** designated Employer official.
 - (3) The Parties shall have ~~fourteen (14)~~ days from the date notice is given to reach agreement on work schedules.
 - (4) If the Parties are unable to reach agreement within ~~fourteen (14)~~ days, either Party may refer the matter to arbitration pursuant to Article 9 (**Arbitration**) of this Agreement.
 - (5) The Party requesting a change from what has been previously agreed to shall bear the onus for justifying the change.

- (f) (1) In the event there is a dispute between Parties at the ~~local~~ **department** level, the Employer may implement, on an interim basis, a new or changed work schedule by giving ~~fourteen (14)~~ days notice, providing the length of workday is not increased beyond nine (9) hours and providing the change is necessary because of an introduction of a new program or a change to the hours of operation. However, under extenuating circumstances the ~~fourteen (14)~~ days' notice may be concurrent with the period of notice in (e)(3) above.

.... [All other Clauses in this Article remain unchanged]

3. **Clause 13.10 Modified Workweek**

The parties agree to amend Clause 13.10 Modified Workweek as follows:

13.10 Modified Workweek

- (a) Where there is mutual agreement between the Union's designate and the Employer's designate at the local level for a modified workweek, work schedules may be arranged on one ~~(1)~~ of the following ~~bases~~ **basis**:
- (1) Five ~~(5)~~ day, four ~~(4)~~ day work schedule with the extra day off being scheduled by mutual agreement at the local level on Mondays or Fridays. The nine ~~(9)~~ workdays within the two ~~(2)~~ week period shall be seven ~~(7)~~ hours and ~~forty-seven (47)~~ minutes in duration.
 - (2) Four ~~(4)~~ days on, three ~~(3)~~ days off. The workday shall be eight ~~(8)~~ hours and ~~forty-five (45)~~ minutes in duration with the extra day off being scheduled consecutively with the two ~~(2)~~ days of rest.
 - (3) The workday shall be seven ~~(7)~~ hours and ~~thirty (30)~~ minutes in duration with the extra time worked accumulated and
 - (i) scheduled by mutual agreement at the local level as a day off every three ~~(3)~~ weeks on Monday or Friday, or
 - (ii) scheduled by mutual agreement at the local level as lieu days pursuant to **Clause 13.7(a) (Conversion of Hours - Lieu Days)** of this Agreement.
 - (4) The foregoing work schedules shall be subject to the following provisions:
 - (i) It is understood that the implementation of modified workweek schedules is dependent on receiving confirmation from the Employer prior to implementation.
 - (ii) There shall be equitable rotation of the extra days off as mutually agreed at the local level.
 - (iii) Pursuant to ~~Article~~ **Clause 13.7(b) (Conversion of Hours - Vacation)** of the Agreement, for vacation purposes Employees shall remain on the agreed

work schedules and vacation entitlement shall be converted to hours. The scheduled daily hours shall be deducted from the vacation entitlement for each day of vacation taken.

- (iv) Pursuant to ~~Article~~ **Clause 13.7(c) (Conversion of Hours – Designated Paid Holidays)** of this Agreement, any shortfall arising from designated paid holidays falling within the schedule shall be scheduled by mutual agreement within the two ~~(2)~~ week period following the designated holiday.
- (b) If there is not mutual agreement, **the manager will provide the Employee with reasons in writing and** an Employee may refer their request to the Joint Labour/Management Committee for recommendation.
- (c) **Modified Work Schedules can start on any date, but must expire on an annual basis on April 30th of each year.**

4. Clause 15.7 Overtime Meal Allowances

The parties agree to amend Clause 15.7 Overtime Meal Allowances as follows:

15.7 Overtime Meal Allowances

- (a) An Employee who is required to work a minimum of two and one-half ~~(2½)~~ hours overtime before or after ~~his/her~~ **their** scheduled hours of work, shall be provided with a meal or shall be reimbursed ~~nine dollars (\$9.00)~~ **as per BCIT's Travel and Professional Development Expense Reimbursement Policy No. 2005 and Procedure as amended**. A meal break of one-half ~~(½)~~ hour with pay shall be given at the overtime rate. This section shall not apply to an Employee who is on travel status which entitles ~~him/her~~ **the Employee** to claim for lodging and/or meals.
- (b) If the Employee continues to work overtime beyond three ~~(3)~~ hours, a further ~~meal or~~ allowance and a meal break as above shall be provided upon completion of an additional four ~~(4)~~ hours worked, and upon the completion of every three ~~(3)~~ hours worked thereafter.
- (c) When an Employee is not on stand-by and is called out for overtime prior to ~~his/her~~ **their** scheduled shift and it was not possible to give one-half hour notice to permit preparation of the meal normally taken to work, the Employer shall provide the meal or pay the overtime meal allowance.
- (d) In the case of an Employee called out on overtime to work on a rest day, this section will apply only to hours worked outside ~~his/her~~ **their** regular shift times for a normal workday.

- (e) Where any of the meals **or allowances** provided under (a), (b), (c) or (d) above duplicate a meal allowance for which an Employee is entitled because of travel status or field allowance, then the Employee shall receive only one ~~(1)~~ benefit for each meal.

5. Clause 17.12 Vacation Payout

The parties agree to create a new Clause 17.11 Vacation Payout as follows:

17.12 Vacation Payout

It is the intent of the Parties that Annual Leave be taken in the year in which earned. In the unusual circumstances that the full annual leave entitlement is not taken by the end of the calendar year, the days remaining to the Employee's credit will be paid out by February 15th of the subsequent year unless carried over in accordance with Clause 17.11 (Vacation carryover) or unless paid out at the time of ending of employment.

... [Renumber all remaining clauses in the Article]

6. New Clause 19.2 Professional Development Fund

The parties agree to create a new Clause 19.2 Professional Development as follows:

19.2 Professional Development Fund

In 2006 the Institute and the BCGEU created the Support Staff Professional Development Fund. The general purpose of the Fund is to support educational opportunities and career related skills training for regular, temporary, and auxiliary Employees in the bargaining unit.

- (a) In support of professional development, the Institute will make the following allocations to the Fund:**
- (i) On April 1, \$100,000 dollars annually;**
 - (ii) Effective June 1, 2020 an additional lump sum of \$100,000 for fiscal 2020; and**
 - (iii) Effective April 1, 2021 an additional lump sum of \$100,000 for fiscal 2021 and on April 1 every fiscal thereafter.**
- (b) The funds will be administered in an agreed upon manner by the Support Staff Professional Development Fund Committee. The Committee shall consist of two representatives appointed by the Employer's bargaining committee and two representatives appointed from the Union's bargaining committee. The Employer shall appoint a non-voting chair.**

- (c) The Committee shall provide a quarterly report to the Employer and the Union on the expenditure of the funds under their control. The report will include what was expensed, who received it, and amount allocated.
- (d) The Labour Management Committee shall create and maintain, in a public forum, the guidelines and criteria that it shall use in evaluating and approving applications. By October 2020, the Labour Management Committee will revise the existing guidelines and criteria with a view to broadening the criteria to cover additional expenses.

Although not to be included in the collective agreement, expense categories the Labour Management Committee may wish to consider include such things as increasing the per employee annual limit, professional fees, travel and accommodation (domestic and international), conferences, time release, etc.
- (e) Any funds generated under Clause 19.2 (a) which remain unspent at the end of a fiscal year will be carried over for use in subsequent fiscal years.

7. Clause 20.1 Bereavement Leave

The parties agree to amend Clause 20.1 Bereavement Leave as follows:

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

.... [All other Clauses in this Article remain unchanged]

8. Clause 20.8 Elections

The parties agree to amend Clause 20.8 Elections as follows:

20.8 Elections

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

9. Clause 20.13 Compassionate Care Leave

The parties agree to amend Clause 20.13 Compassionate Care Leave as follows:

20.13 Compassionate Care Leave

- (a) An Employee who requests leave under this article is entitled to up to ~~eight (8)~~ **27** weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within ~~twenty-six (26)~~ weeks, or such other period as may be prescribed after the date the certificate is issued, or if the leave began before the date of the certificate is issued, the date the leave began.
- (b) The Employee must give the Employer a copy of the certificate as soon as practicable.
- (c) An Employee may begin a leave under this article no earlier than the first day of the week in which the period under **Article Clause 20.13(a)** begins.
- (d) A leave under this article ends on the last day of the week in which the earlier of the following occurs:
 - (1) The family member dies;
 - (2) The expiration of ~~twenty-six (26)~~ **52** weeks or other prescribed period from the date the leave began.
- (e) A leave taken under this ~~article~~ **Clause** must be taken in units of one or more weeks.
- (f) If an Employee takes a leave under this ~~article~~ **Clause** and the family member to whom **Article Clause 20.13(a)** applies does not die within the period referred to in that ~~article~~ **Clause**, the Employee may take a further leave after obtaining a new certificate in accordance with **Clause Article 20.13(a)**, and ~~Articles Clauses~~ **Clauses 20.13(b) to 20.13(e)** apply to the further leave.
- (g) For purposes of this ~~Article-Clause~~ only, "family member" means an Employee's spouse, child, parent, guardian, sibling, grandchild or grandparent, and any person who lives with an Employee as a member of the Employee's family. It includes common-law spouses, step-parents and step-children, and same-sex partners and their children, as long as they live with the Employee as a member of the Employee's family.
- (h) An Employee who takes a Compassionate Care Leave will continue to accrue seniority and will continue to be eligible for other benefits as specified in this Agreement during the period of **their** leave.

10. Clause 20.xx Domestic Violence Leave

The parties agree to create a new Clause 20.XX Leave for Domestic Violence as follows:

20.XX Domestic Violence Leave

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 of the days per year referenced in (a) above. In the event existing legislation is changed regarding domestic violence leave to provide more than three days paid leave, the Employer will provide such leave consistent with the legislation.

11. Clause 20.xx Leave Respecting Death of a Child

The parties agree to create a new Clause 20.XX Leave Respecting Death of a Child as follows:

20.XX Leave Respecting 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*. Notwithstanding Clause 11.3(a) (Loss of Seniority), there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 30 (Benefits).

12. Clause 20.xx Leave Respecting Disappearance of a Child

The parties agree to create a new Clause XX Leave Respecting the Disappearance of a Child as follows:

20.XX Leave Respecting 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*. Notwithstanding Clause 11.3(a) (Loss of Seniority), there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 30 (Benefits).

13. Article 21, Maternity, Parental & Adoption Leave

The parties agree to amend Article 21 Maternity, Parental & Adoption Leave as follows:

"ARTICLE 21 – MATERNITY, PARENTAL & ADOPTION LEAVE

21.1 Maternity Leave

A pregnant Employee shall qualify for maternity leave:

- (a) Upon request, the Employee will be granted leave of absence without pay for a period of not more than ~~17 fifty-two (52)~~ consecutive weeks. ~~Should the pregnant An~~ Employee **may opt to combine both maternity leave pursuant to this Clause and for** parental leave under ~~Article~~ **Clause 21.2(a). The total period of a combined maternity/parental leave cannot exceed 52 consecutive weeks for a standard combined maternity/parental leave and 78 consecutive weeks for an extended combined maternity/parental leave.** ~~3, this period of twelve (12) weeks will be included in the fifty-two (52) week period.~~
- (b) The period of maternity leave without pay shall commence on a date determined by the Employee, but no sooner than ~~13 eleven (11)~~ weeks prior to the estimated date of birth of the child(ren), and no later than the ~~estimated~~ date of birth of the child(ren).
- (c) The request to take maternity leave must be made, in writing, at least four ~~(4)~~ weeks prior to the proposed commencement of the leave, and include the probable date of birth of the child(ren).
- (d) In the event that an Employee is unable to work, for health-related reasons, prior to the commencement of the leave period set out in (b) above, the Employee shall be entitled to STIIP benefits, in accordance with Appendix "A", until the commencement of maternity benefits. In no event will maternity leave commence later than the date of birth of the child(ren).
- (e) An Employee on maternity leave shall notify the Employer two ~~(2)~~ weeks prior to the expiration of the maternity leave of the date when the Employee shall be returning to work. If no notification is given, the Employee shall be deemed to have abandoned the position per ~~Article~~ **Clause 10.10.**
- (f) In the event an Employee is unable to return to work for health-related reasons following completion of the period of maternity leave set out above, the Employee shall be entitled to STIIP benefits as set out in Appendix "A", except that, where the Employee received STIIP benefits for the same illness or injury prior to commencement

of the maternity leave, as set out in (d) above, the subsequent period shall be deemed a recurrent disability as per Appendix A, 1.3(a).

(g) The period of maternity leave shall about any period of parental leave taken under the provisions of Article ~~Clause~~ 21.32.

~~(h) Maternity leave shall be extended for up to an additional six (6) months for illness of the newborn child(ren) where a doctor's certificate is presented. The cost of the medical report will be borne by the Employer.~~

(h) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an Employee may request an extension up to an additional five consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under Clause 21.1 or 21.2.

~~21.2 — Adoption Leave~~

~~(a) Upon request and on completion of the initial probation period, an Employee shall be granted leave of absence without pay for up to thirty seven (37) weeks following the adoption of a child. The Employee shall have to furnish proof of adoption.~~

~~(b) When both parents are Employees of the Employer, the total period of adoption leave to be taken by either or both parents is thirty seven (37) weeks. The leave shall only be granted to one (1) Employee parent at a time. The parents shall decide the periods which either or both of them will take the leave and will work with their respective manager(s) to enable accommodation of the leave request(s).~~

~~(c) Parental leave under the provisions of Article 21.3 will be included in the thirty seven (37) weeks maximum adoption leave period.~~

21.32 Parental and Adoption Leave

~~Notwithstanding Article 21.1(h), 21.2(c) and 21.3(b), a~~ An Employee shall be entitled to a parental leave of absence without pay **in accordance with the following:-**

(a) For a pregnant Employee who takes maternity leave in accordance with Clause 21.1, a parental leave of up to 35 consecutive weeks or 61 consecutive week depending on their choice of either standard parental leave or extended parental leave, commencing immediately after the end of the leave taken under Clause 21.1;

(b) For a pregnant Employee who does not take a maternity leave in accordance with Clause 21.1, or for any other Employee, a parental leave of up to 37 consecutive weeks' duration or an extended parental leave of 63 consecutive weeks' duration,

depending on their choice of either standard parental leave or extended parental leave in a period commencing:

(1) within the 52 week period immediately following the child's birth or placement of the adoptive child, for Employees who choose standard parental leave; or

(2) within a the 78 week period after the week of birth or placement of the adoptive child for Employees who choose extended parental leave. ~~(a) An Employee will be entitled to a leave of up to thirty seven (37) consecutive weeks' duration in a period commencing:~~

~~(1) with the week in which a newborn child(ren) arrives in the Employee's home; or~~

~~(2) with the week a child(ren) is placed in the Employee's home for the purpose of adoption; and ending fifty two (52) weeks after the week referred to in (1) and (2) above.~~

~~(b) Where both parents are Employees of the Employer, the Employees shall determine the apportionment of parental leave between them and shall work with their respective manager(s) to accommodate the leave request(s). The total maternity/parental leave when shared between both parents shall not exceed fifty two (52) weeks.~~

(c) An Employee's election of either standard or extended parental employment insurance benefit is irrevocable.

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

(1) a certificate of a medical practitioner or other evidence stating the date of birth of the child(ren) or the probable date of birth of the child(ren) if a leave has not been requested under Clause 21.1. Cost of the medical report will be borne by the Employer.

or

(2) a letter from the agency placing the child(ren) providing evidence of adoption of the child(ren) if such documentation has not been provided under Clause 21.2(a).

21.43 Benefits and Vacation

(a) While an Employee is on a **maternity leave and/or** parental leave, the Employer shall maintain coverage for medical, extended health, dental, group life, accidental death and

dismemberment and long-term disability and shall pay the Employer's share of these premiums to a maximum period of twelve (12) weeks.

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

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

~~(bd)~~ Notwithstanding ~~Articles~~ **Clauses** 17.1(a) and 17.11, annual vacation entitlements and vacation pay shall continue to accrue during the first ~~thirty (30)~~ weeks while an Employee is on maternity/parental leave combination providing the Employee returns to work for a period equal to the period of leave taken (to a maximum of ~~thirty (30)~~ weeks), or during a maximum of ~~eighteen (18)~~ weeks while an Employee is on maternity leave, or during a maximum of ~~twelve (12)~~ weeks while an Employee is on parental leave, or during a maximum period of ~~six (6)~~ months while an Employee is on adoption/parental leave combination providing the Employee returns to work for a

period equal to the period of leave taken for adoption/parental leave combination or for maternity or parental leave when the two are not taken in combination.

Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding ~~Article~~ **Clause** 17.11.

21.54 Rights on Return to Work

(a) On return to work from maternity, ~~adoption or~~ parental leave, an Employee shall be placed in ~~his/her~~ **their** former position or in a position of equal **pay grade rank and** salary.

(b) The service of an Employee who is on maternity, ~~adoption,~~ or parental leave, shall be deemed to be continuous for purposes of Article 11—Seniority, Article 12—Layoff and Recall, Article 17—Vacation and Article 30—Benefits, of this Agreement.

21.65 Supplemental Employment Benefit for Maternity and Parental Leave

~~2.1.5.1 Effective April 1, 2005, W~~ when on maternity or parental leave, an Employee will receive a **Supplemental Employment Benefit (SEB)** ~~supplemental~~ payment added to Employment Insurance benefits as follows:

(a) ~~For up to fifty-two (52) weeks of maternity leave, a~~ An Employee who is the birth ~~parent mother,~~ shall receive an amount equal to the difference between the Employment Insurance benefits and ~~seventy-five percent (75%)~~ of **their** salary calculated on their average base salary, **for up to 17 weeks of maternity leave, plus:**

(i) **if the Employee has opted for standard parental Employment Insurance benefits , the Employee shall receive an amount equal to the difference between the Employment Insurance benefits and 75% of their salary calculated on their average base salary, for up to 35 weeks of parental leave.**

(ii) **if the Employee has opted for extended parental Employment Insurance benefits, the Employee shall receive a maximum of 61 weekly payments equivalent to the overall amount the Employee would have received if they had opted for a standard 35 week parental Employment Insurance benefits, spread out and paid over the 61 week period.**

(b) ~~For up to a maximum of thirty-seven (37) weeks of parental leave, An~~ **Employee who is** the spouse, the **non-birth parent** ~~biological father,~~ the common-law partner or adoptive parent who is caring for the child shall

~~receive an amount equal to the difference between the Employment Insurance benefits and seventy five percent (75%) of the Employee's salary calculated on his/her average base salary. the following:~~

- (i) **if the Employee has opted for standard parental Employment Insurance benefits, the Employee shall receive an amount equal to the difference between the Employment Insurance benefits and 75% of the Employee's salary calculated on the Employee's average base salary, for up to 37 weeks of parental leave.**
- (ii) **if the Employee has opted for extended parental Employment Insurance benefits, the Employee shall receive a maximum of 63 weekly payments equivalent to the overall amount the Employee would have received if they had opted for a standard 37 week parental Employment Insurance, spread out and paid over the 63 week period.**

(c) ~~The average base salary for SEB for the purposes of Article 21.6.1(a) and 21.6.1(b) is the Employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the Employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.~~

~~21.65.2~~ An Employee is not entitled to receive ~~SEB Supplemental Employment Benefits~~ and disability benefits concurrently. To receive ~~SEB Supplemental Employment Benefits~~, the Employee shall provide the Employer with proof of application for and receipt of Employment Insurance benefits.

~~21.65.3~~ (a) To be entitled to the above noted benefits, an Employee must sign an agreement that they will return to work and remain in the Employer's employ for a period of at least six ~~(6)~~ months or equivalent to the leaves taken, whichever is longer, after their return to work.

(b) Should the Employee fail to return to work and remain in the employ of the Employer for the return to work period in (a) above, the Employee shall reimburse the Employer for the benefits above on a pro-rata basis.

14. Clause 22.11 Safety Equipment

The parties agree to amend Clause 22.11 Safety Equipment as follows:

With the exception of footwear and prescription glasses, the Employer will supply all safety equipment required for the job under Workers' Compensation Regulations. Where the

Employer's regulations regarding safety footwear exceed Workers' Compensation Board Regulations, then the Employer shall supply such footwear. Where the following safety equipment is required by the Workers' Compensation Board, it will be issued on an individual basis:

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

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

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

15. Clause 28.8 (b) Downward Classification of Position

The parties agree to amend Clause 28.8 (b) Downward Classification of Position as follows:

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

... [All other Clauses in this Article remain unchanged]

16. Article 29 Reimbursement of Expenses and Travel Costs

The parties agree to amend Article 29 Reimbursement of Expenses and Travel costs as follows:

29.1 Vehicle Allowance

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

~~one cents (51¢) per mile as per BCIT's Travel and Professional Development Expense Reimbursement Policy No. 2005 and Procedure as amended.~~

29.2 Meal Allowances/Reimbursement of Costs

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

- (a) Meals - **as per BCIT's Travel and Professional Development Expense Reimbursement Policy No. 2005 and Procedure as amended.** ~~effective April 1, 1991:~~
 - ~~Breakfast \$7.55~~
 - ~~Lunch 10.50~~
 - ~~Dinner 15.10~~
- (b) *Lodging* - actual cost, based on receipt.
- (c) *Fares* - reasonable actual cost (normally based on economy airfare) with receipts.

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

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

... [All other Clauses in this Article remain unchanged]

17. Clause 29.11 Monthly Allowance for Electrical Certificate of Competency

The parties agree to amend Clause 29.11 Monthly Allowance for Electrical Certificate of Competency as follows:

29.11 ~~Monthly~~ Biweekly Allowance for Electrical ~~Certificate of Competency~~ Field Safety Representative

- (a) **Effective June 1, 2020** ~~Those~~ Employees required by the Employer to hold a valid ~~Electrical Certificate of Competency~~ **Field Safety Representative license and are required to act as a site Field Safety Representative with the appropriate jurisdictional authority** shall receive a ~~monthly~~ **biweekly** allowance as follows:
 - ~~Certificate Class A - \$50~~ **\$75**
 - ~~Certificate Class B - \$40~~ **\$60**
 - ~~Certificate C - \$30~~
- (b) When the Employer requires an Employee to hold an ~~Electrical Certificate of Competency~~ **Field Safety Representative license, and act as site Field Safety Representative with the appropriate jurisdictional authority** the cost of obtaining and renewing the certificate, ~~including renewing the certificate,~~

including examination and renewal fees shall be borne by the Employer. Time off with pay to write an examination shall be granted when required.

18. Clause 29.12 Industrial First-Aid Requirements

The parties agree to amend Clause 29.12 Industrial First Aid Requirements as follows:

29.12 Industrial First-Aid Requirements

- (a) The Union and the Employer agree that First Aid regulations made pursuant to the Workers' Compensation Act shall be fully complied with. Where the Employer requires an Employee to obtain or renew ~~his/her~~ **their** Survival or Industrial First Aid Certificate, the cost shall be borne by the Employer and leave to take the necessary courses shall be granted with pay.
- (b) A ~~monthly~~ premium shall be paid to Employees required to possess a certificate under this ~~article~~ **Clause**.

Effective June 1, 2020, the amount of the premium shall be:

Industrial First Aid Certificate Level 3: ~~\$85~~ **\$60.43 per biweekly period**
Industrial First Aid Certificate Level 2: ~~\$65~~ **\$46.82 per biweekly period**
Industrial First Aid Certificate Level 1: ~~\$50~~ **\$39.55 per biweekly period**

Effective June 1, 2021, the amount of the premium shall be:

Industrial First Aid Certificate Level 3: \$61.55 per biweekly period
Industrial First Aid Certificate Level 2: \$47.74 per biweekly period

- (c) Where an Employee has obtained a certificate that is beyond the level that is required, the Employee shall be paid the higher premium rate.

19. Article 30 Health and Welfare

A. The parties agree to amend Clause 30.2 Extended Health Care Plan as follows:

30.2 Extended Health Care Plan

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

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

B. The parties agree to amend Clause 30.3 Dental Plan as follows:

30.3 Dental Plan

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

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

An Employee is eligible for orthodontic service under Plan C after twelve (12) months' participation in the plan. Orthodontic services are subject to a lifetime maximum payment of ~~two thousand, one hundred and sixty dollars (\$2,160)~~ **\$3,500** per patient.

C. While not to be included in the collective agreement, effective June 1, 2020, the parties agree that the Extended Health Benefits will be amended as follows:

- i. Reimbursement for vision will increase to \$750 every twenty-four (24) months;
- ii. Remove \$10 per visit maximums for all paramedicals;
- iii. Reimbursement for Massage Therapist and Physiotherapist will increase to \$750 combined annually;
- iv. Reimbursement for Chiropractor will increase to \$350 annually;
- v. Reimbursement for Naturopath will increase to \$350 annually;
- vi. Reimbursement for Counsellor and Psychologist will increase to \$1,000 combined annually;
- vii. Reimbursement for Acupuncturist will increase to \$250 annually;
- viii. Reimbursement for Speech Therapist will increase to \$350 annually;
- ix. Reimbursement for Podiatrist will increase to \$350 annually;
- x. Include reimbursement of white fillings on all teeth in Plan A, including molars; and
- xi. Remove restrictions on employee spousal coordination of benefits

20. Clause 32.2 Seniority

The parties agree to amend Clause 32.2 Seniority as follows:

- (a) – (d) maintain current language
- (e) **When an auxiliary Employee is hired into a regular position in a salary range equal to or lower than a salary range in which they have achieved an increment under Clause 28.4 (c) (Annual Increments), the Employee will maintain their existing salary step within that salary range. When an auxiliary Employee is hired into a regular position which is a higher paying position, the Employee will receive the rate for the position of a single salary, or in the case of positions on a salary range will receive the rate in the salary**

range which is two steps higher than their previous rate or the minimum of the new range, whichever is greater. Subsequent salary increments for auxiliary Employees hired into regular positions will be determined under Clause 28.4(a) (Annual Increments).

21. Article 37 Term of Agreement

The parties agree to amend Article 37 Term of Agreement as follows:

37.1 Duration of Agreement

This agreement shall be binding and remain in effect to midnight, June 30, ~~2019~~ **2022**.

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 30, ~~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 been given notice under this section on April 30, ~~2019~~ **2022** and thereupon ~~Article~~ **Clause** 37.3 applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the President of the British Columbia Institute of Technology.

22. Schedule 1 Salary Scales

The parties agree to amend the Salary Scales at Schedule 1, follows:

- a. Retroactively, effective July 1, 2019, all annual rates of pay in Schedule 1 of the collective agreement which were in effect on May 1, 2019 shall be increased by two percent (2%).
- b. Effective July 1, 2020, all annual rates of pay in Schedule 1 of the collective agreement which were in effect on June 30, 2020 shall be increased by two percent (2%).
- c. Effective July 1, 2021, all annual rates of pay in Schedule 1 of the collective agreement which were in effect on June 30, 2021 shall be increased by two percent (2%).

*Rates will be rounded to the nearest cent. These wage increases shall apply to all current employees who are members of the bargaining unit on the date of ratification of the MOA. Notwithstanding the foregoing, any former employees who worked for BCIT between July 1, 2019 and the date of ratification must apply

to BCIT within twelve 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.

23. Schedule 1 – Economic Stability Dividend

The parties agree to amend Schedule 1 as follows:

Delete the reference of the Economic Stability Dividend at the bottom of each salary scale as follows:

~~*Economic Stability Dividend to be applied if applicable*~~

24. Economic Stability Dividend Memorandum of Agreement pages 98-99

The parties agree to remove the Economic Stability Dividend Memorandum of Agreement at pages 98 and 99 as follows:

~~Economic Stability Dividend (ESD)~~

~~Definitions~~

~~1. In this Letter of Agreement:~~

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

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

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

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

~~“Calendar year” is a twelve (12) month period starting January 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 pay day 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 constants 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 (½) 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 (½) 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 2018/19 and published through the PSEC Secretariat.~~
- ~~6. The timing in each calendar year will be as follows:~~
 - ~~(i) February Budget — Forecast GDP for the upcoming calendar year;~~
 - ~~(ii) November of the following calendar year — Real GDP published for the previous calendar year;~~
 - ~~(iii) November — Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;~~
 - ~~(iv) Advice from the PSEC Secretariat to employers’ associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend.~~

7. ~~For greater clarity and as an example only:~~

~~For collective agreement year 3 (2016/17):~~

~~(i) February 2015 – Forecast GDP for calendar 2015;~~

~~(ii) November 2016 – Real GDP published for calendar 2015;~~

~~(iii) November 2016 – Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;~~

~~(iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend;~~

~~(v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively February 1, 2016, February 1, 2017, February 1, 2018 and February 1, 2019.~~

~~Availability of the Economic Stability Dividend~~

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

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

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

25. Memorandum of Agreement #05SUP17 – Article 21.6 Supplemental Employment Benefit (SEB)

The parties agree to update Memorandum of Agreement #05SUP17 – Article 21.6 Supplemental Employment Benefit (SEB) as follows:

MEMORANDUM OF AGREEMENT

between

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

and

THE BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY

RE: Article 21.6 Supplemental Employment Benefit (SEB)

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

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

Application

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

Effective Date

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

Application to Fixed Term Employees

- ~~32.~~ When the Employer elects to post a fixed term vacancy, the successful candidate is treated as a regular employee for the duration of the appointment and is entitled to benefits, other than LTD, for the duration of the appointment ("Fixed Term Employees").
43. Fixed Term Employees are entitled to access the SEB for the term of ~~his or her~~ **their** current fixed term appointment ("Fixed Term Appointment"). At the expiry of the Fixed Term Appointment, the SEB and the maternity and/or parental leave (as well as other benefits under the collective agreement) cease.
54. In the event that the Fixed Term Appointment is extended and the Fixed Term Employee would have continued in the appointment but for the maternity and/or parental leave, then the Fixed Term Employee will be continued in the appointment and/or the maternity/ parental leave with SEB for the remainder of the extended Fixed Term Appointment.
65. Employees who backfill for a Fixed Term Employee on maternity and/or parental leave under ~~article~~ **Article 21 (Maternity, Parental & Adoption Leave)** will be deemed to be auxiliary employees and will not be entitled to Fixed Term Employee status or benefits.

76. Notwithstanding ~~articles~~ **Clauses 17.1(a) (Annual Vacation Entitlement) and 17.11 (Annual Vacation Carryover)**, annual vacation entitlements and vacation pay shall continue to accrue for the period up to a maximum of thirty (30) weeks while an employee is on maternity and/or parental leave providing the employee returns to work for a period equal to the period of leave taken (to a maximum of thirty (30) weeks). Vacation earned pursuant to this provision may be carried over to the following year notwithstanding article 17.11.

Waiting Period

87. Employees eligible for the SEB shall receive 75% pay during the initial ~~2-one~~ week waiting period for Employment Insurance benefits.
98. In accordance with Employment Insurance, when both parents are employees of BCIT and are sharing the benefit contained in article 21.6, they will only serve a single ~~2-one~~ week waiting period.
109. When both parents are employees of BCIT, the SEB may be claimed by one parent or shared between the two parents but may not exceed a combined total of **the equivalent of 52 week's pay (under either the standard or extended parental leave)**.
10. **For the last week of an Employee's standard or extended parental leave, after the Employee is no longer receiving Employment Insurance benefits, the Employee shall receive an amount equal to 75% pay.**

Employee Obligations

11. In order to receive the SEB under ~~article 21.6~~ **Clause 21.5**, qualified employees are required to:
- a. Advise the employer of ~~his/her~~ **their** intention to take maternity and/or parental leave in accordance with article 21;
 - b. Apply for EI benefits and provide proof to the Employer of same, as well as confirmation of benefits received;
 - c. Sign an agreement that ~~s/he~~ **they** will return to work and remain in the Employer's employ for at least 26 weeks or equivalent to the leave taken, whichever is greater; and
 - d. Return to work for a period of 26 weeks or the equivalent to the leave taken, whichever is greater, or repay the SEB benefits in accordance with **Clause 21.5.3** ~~article 21.6~~.

Calculating the SEB

12. ~~Articles 21.6.1(a) and 21.6.1(c)~~ **Clause 21.6** sets out the formula to calculate the amount of the SEB as follows:
SEB = 75% x Average base salary (in 26 calendar weeks preceding the leave) less EI benefit (or amount of EI benefit ~~s/he~~ **they** would have received if qualified for benefits)
13. An employee's average base salary is based on the employee's base salary during the 26 calendar weeks prior to the leave. This does not include payments for overtime, shift differential or other allowances but does include substitution pay, where applicable.

14. If an employee was on STIIP, LTD or WCB during the 26 calendar week period prior to the leave, then the 'average base salary' will be based on the amount they would have received but for the STIIP, LTD or WCB leave (their regular base salary for that period of time).
15. Because the SEB is calculated based on the average base salary in the 26 calendar weeks preceding the leave it is not affected by any adjustments to the wage rates during the term of the maternity and/or parental leave.

Repayment and Failure to Return to Work for Required Period

16. An employee who does not return to work and remain in the employ of the Institute for the equivalent of 26 weeks or the period of the leave (and at the percentage appointment the employee was at prior to the leave), whichever is greater, will repay the Institute for the SEB received on a pro rated basis. That is, if an employee returns to work for a period of time less than the leave with SEB taken, then repayment of the SEB received will be required on a pro rated basis.

For example:

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

- a. She does not return to work following the leave, she is required to reimburse the Institute for all SEB benefits received.
 - b. She returns to work for 20 weeks, she must reimburse the Institute for the equivalent of 32 weeks of SEB.
17. A Fixed Term Employee who is on the auxiliary list or returns to a Fixed Term Appointment following ~~his/her~~ **their** maternity and/or parental leave will have a period equivalent to 2 times the length of the leave to fulfill the return to work requirement. This calculation will be based on a 1827 hour year. If ~~s/he~~ **they** returns to work for some lesser period of time, then the repayment obligations will be pro rated for the time ~~s/he~~ **they** actually worked following the leave. There is no obligation on the Employer to find the employee a subsequent position.

For example:

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

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

will be suspended until 10 months prior to the end of the period allowed for return to work (i.e. 2 times the length of the leave less 10 months).

Deductions

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

"Richard Schaeffer"

"Laura Mills"

Richard Schaeffer
Chair
BCGEU Support Staff

Laura Mills
Acting Manager,
Labour Relations, BCIT

July 22, 2005

July 22, 2005

date

date

26. Memorandum of Agreement #00FSA24 – Selection Committees for Academic and Non-Academic Managers

The parties agree to remove and discontinue the Memorandum of Agreement #00FSA24 and the Quad Lite letter. The parties also agree to create a new LOU re: Search Committees for Excluded Managers as follows:

Letter of Understanding #XX – Search Committees for Excluded Managers

Memorandum of Agreement

Between

British Columbia Institute of Technology

And

BCIT Faculty and Staff Association

And

BC Government and Service Employees' Union – BCGEU Faculty

And

BC Government and Service Employees' Union – BCGEU Support Staff

Re: Selection Committees For Excluded Managers

The Parties agree as follows:

- 1. Selection Committees for excluded BCIT managers shall include representatives from the bargaining units that represent employees at BCIT.**
- 2. When a vacancy is created or arises for a BCIT management position, the Employer shall provide the bargaining units with notice of the vacancy. The notice shall include the number of members in each bargaining unit who report through to the position being filled.**
- 3. After issuance of such notice, a Selection Committee shall be formed as follows:**
 - a. Each bargaining unit shall have the right to appoint, within 10 days of notice as in paragraph 2, one (1) member from its bargaining unit to the Selection Committee;**
 - b. If a bargaining unit decides, at their discretion, not to appoint a committee member to the Selection Committee, they can choose to give their seat to another bargaining unit, by giving notice to BCIT Human Resources;**
 - c. Failure by a bargaining unit to appoint a member to the Selection Committee, or to provide notice as in 3(b), will result in the search process proceeding without an appointed member from that bargaining unit;**
 - d. The bargaining units shall make every reasonable effort to appoint employees from the program and/or service areas that report through to the position being filled;**
 - e. The Employer shall have the right to appoint a number of representatives to the Selection Committee that is equal to the total number of bargaining unit representatives;**
 - f. The Selection Committee may seek the assistance of additional non-voting members where there is a need for additional expertise; and**
 - g. The Selection Committee shall be chaired by one of the Employer representatives on the Committee. In the event of a tie vote, the Chair will cast an additional vote to break the tie.**
- 4. The Employer shall prepare the job description and the posting, provide them to the members of the Selection Committee, and post the vacancy.**
- 5. The Selection Committee shall do the following, exercising their best judgement:**
 - a. provide feedback on what attributes or characteristics are valuable in selecting a suitable applicant for the position;**
 - b. review shortlisted applications based on the job description, the posting, and the attributes or characteristics that may be relevant to the position;**

- c. interview and assess the shortlisted candidates; and
 - d. within five (5) days of the final interview, select the most suitable applicant for the position, in the opinion of the majority of the Selection Committee.
6. Where any of the Parties has a preferred candidate, the Selection Committee shall be so notified. If the majority of the Selection Committee agrees to select the preferred candidate, the Selection Committee may provide the hiring administrator with a selection, without having to go through the posting process.
 7. If the selected candidate becomes unavailable, the matter shall be referred back to the Selection Committee for review. The Selection Committee shall do one of the following: select one of the other shortlisted candidates; recommend that the vacancy be reposted; or recommend that a new Selection Committee be struck.
 8. The process described in this Memorandum of Agreement shall not apply to the following:
 - a. the selection of the BCIT President;
 - b. vacancies for excluded positions below the level of Director that do not have managerial authority over bargaining unit employees;
 - c. acting or temporary management vacancies that have a term of 12 months or less, or in the case of backfill 18 months or less. The parties may agree to a longer appointment by mutual agreement; and
 - d. positions in the Employer's Human Resources department.
 9. The Employer shall notify the bargaining units in writing within 10 days of a new position being created or when there is the intention to fill a vacancy as described in paragraph 8(b). Notice shall include the job description and posting for the position.

Agreed by the Parties effective June 1, 2020.

For BCIT:

For the FSA:

For BCIT:

For the FSA:

For the BCGEU Faculty:

For the BCGEU Support Staff:

For the BCGEU Faculty:

For the BCGEU Support Staff:

27. Letter of Understanding #XX – Memoranda of Agreement Working Group

The parties agree to create a new Letter of Understanding #XX – Memoranda of Agreement Working Group as follows:

Letter of Understanding #XX – Memoranda of Agreement Working Group

The parties agree to establish a Union/Employer committee comprising of no more than four members appointed by each parties' respective bargaining committees to review the Memoranda of Agreement that exist outside of the collective agreement as well as the Memoranda of Agreement and the Letters of Understanding attached to the collective agreement with the view to review, renew, update, or cancel as appropriate.

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

The Committee will begin its work within 60 days following ratification and conclude its work before the expiration of the collective agreement, at which time this Letter of Understanding will expire.

28. Letter of Understanding #XX – BC Medical Services Plan

The parties agree to enter into a new Letter of Understanding #XX – BC Medical Services Plan as follows:

Letter of Understanding #XX – BC Medical Services Plan (MSP)

The parties recognize that effective January 1, 2020, the method of funding MSP will be changed from an individually paid premium system to a system funded by an employer paid payroll tax. The parties therefore agree to the following:

If the government, at any time in the future, reverts to an individually paid premium system for basic medical insurance, the Institute's obligation on the same basis as exists in the 2014-2019 collective agreement to cover and administer MSP shall again become effective, commencing on the date when such system takes effect.

29. Letter of Understanding #XX – Auxiliary and Fixed-Term Employees

The parties agree to create a new Letter of Understanding #XX – Memoranda of Agreement Working Group as follows:

Letter of Understanding #XX – Auxiliary and Fixed-Term Employees

The parties agree to establish a Union/Employer committee compromising of no more than four members appointed by each parties' respective bargaining committees to review the appointments for Auxiliary, Fixed-Term Employees, and any other non-regular employment categories.

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

The Committee will begin its work within 60 days following ratification and conclude its work no longer than eight months following the date on which the parties begin their work, at which time this Letter of Understanding will expire.

30. Letter of Understanding #XX – Hard to Recruit Support Staff Positions

The parties agree to create a new Letter of Understanding #XX – Annual Allowance – Hard to Recruit Support Staff Positions as follows:

Letter of Understanding #XX –Annual Allowance – Hard to Recruit Support Staff Positions

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.

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 during the life of the collective agreement 2019 - 2022, by a Union/Employer committee comprised of no more than four members appointed by each parties' respective bargaining committees; additional positions may be deemed eligible for the allowance, subject to funding.

In support of the strategies the joint committee recommends, the Institute will make the following on-going funds available:

- (i) Effective July 1, 2020 a one time lump sum of \$179,468; and
- (ii) Effective July 1, 2021 an on-going amount of \$202,000.

Any funds generated under Agreement which remain unallocated at the end of a fiscal year will be transferred to the Professional Development Fund under Clause 19.2. The Intention is for all funds to be allocated by July 1, 2022.

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 Labour Management Committee to discuss what positions are hard to recruit. Final decisions about which job positions are deemed hard to recruit and therefore eligible to receive the allowance will be determined by the Labour Management Committee.

31. Letter of Understanding #XX – Public Sector General Wage Increase

The parties agree to create a new Letter of Understanding #XX – Public Sector General Wage Increase as follows:

Letter of Understanding #XX - 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.**

BCIT – and – BCGEU Support Staff
2019 Collective Bargaining

Date:

Dec 06/19

Time:

Tentatively Agreed

The parties agree to the following amendments to the 2014-2019 collective agreement:

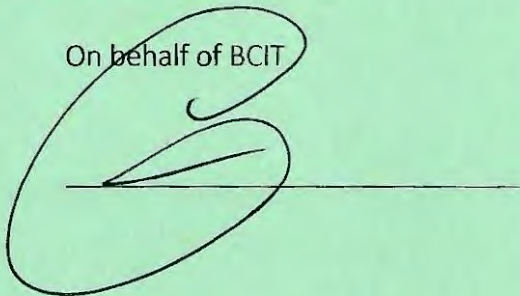
Amend section (9) of Definitions as follows:

DEFINITIONS

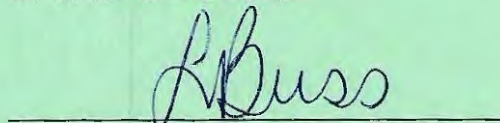
- "(9) *"headquarters or geographic location"* - is that area within a radius of ~~twenty (20) miles~~ **thirty two (32) kilometres** of where an Employee ordinarily performs his/her duties. Within the Greater Vancouver Regional District geographic location for transfer purposes is that area within a radius of ~~ten (10) miles~~ **sixteen (16) kilometres** of where an Employee ordinarily performs his/her duties. When Employees are transferred the headquarters area may be redefined where exceptional circumstances such as unusual road conditions exist."

Agreed to:

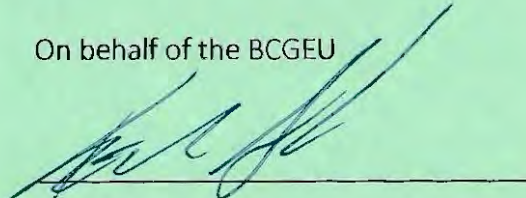
On behalf of BCIT

A large, stylized handwritten signature in black ink, enclosed within a large oval loop, positioned above a horizontal line.

On behalf of the BCGEU

A handwritten signature in black ink, appearing to read "R. Buss", positioned above a horizontal line.

On behalf of the BCGEU

A handwritten signature in black ink, appearing to be a stylized name, positioned above a horizontal line.

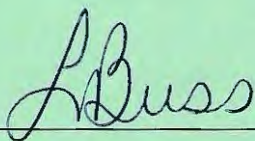
ARTICLE 1 - PURPOSE AND SCOPE

1.6 Use of Terms

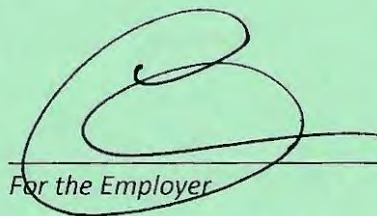
(a) ~~Masculine and feminine~~ - The masculine or feminine gender may be used interchangeably throughout this Agreement. Wherever one gender is used it shall be construed as meaning the other if the facts or context require.

(b) ~~Singular and plural~~ - Wherever the singular is used the same shall be construed as meaning the plural if the facts so require.

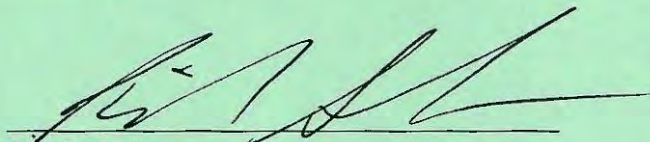
Agreed to:



For the Union



For the Employer



For the Union


For the Employer

Date: Dec 4, 2019

ARTICLE 2 - UNION SECURITY

All Employees in the bargaining unit shall, as a condition of continued employment, become members of the Union, and maintain such membership, ~~upon completion of thirty (30) days~~ as an Employee; (subject only to the provisions of Section ~~11~~ **17** of the *Labour Relations Code*).

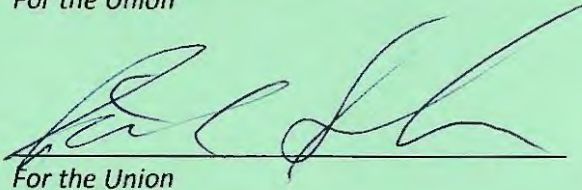
Agreed to:



For the Union



For the Employer



For the Union

For the Employer

Date: Dec 4, 2019

BCIT – and – BCGEU Support Staff
2019 Collective Bargaining

Date: Dec 6/19

Time: _____

Tentatively Agreed

The parties agree to the following amendments to the 2014-2019 collective agreement:

Amend Article 3.5 Recognition and Rights of Stewards as follows:

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

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

The Chief Lead Steward, the alternate Chief Lead Steward, and or steward or his/her alternate from the designated stewards, shall obtain the permission of his/her manager or manager's designate before leaving his/her work to perform duties as a Chief Lead Steward or as a steward. On resuming his/her normal duties, the Chief Lead Steward, alternate Chief Lead Steward, or steward or alternate steward shall notify his/her supervisor. Leave for this purpose shall not be unreasonably withheld and will be with pay.

The duties of stewards shall include:

- (a) investigation of complaints of an urgent nature;
- (b) investigation of grievances and assisting any Employee whom the steward represents in presenting and preparing the grievance in accordance with the grievance procedure;
- (c) supervision of ballot boxes and other related functions during ratification votes;

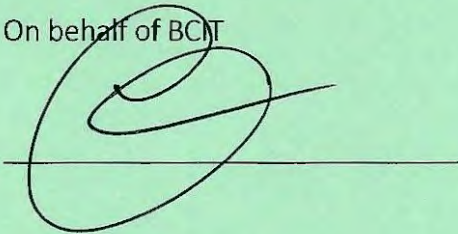
- (d) attending meetings at the request of the Employer;
- (e) receiving and posting all job postings on designated bulletin boards.

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

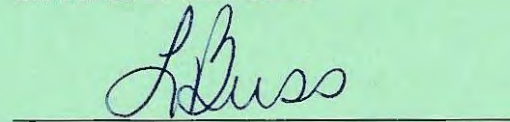
- (f) representing the Union at Step 2 meetings to examine the facts and the nature of the grievance with an attempt to resolve the dispute."

Agreed to:

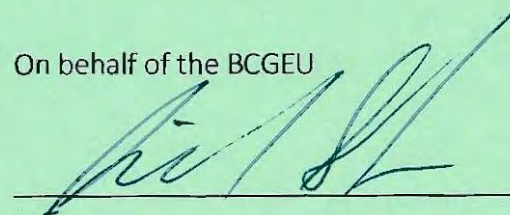
On behalf of BCIT



On behalf of the BCGEU



On behalf of the BCGEU



ARTICLE 3 — UNION RECOGNITION

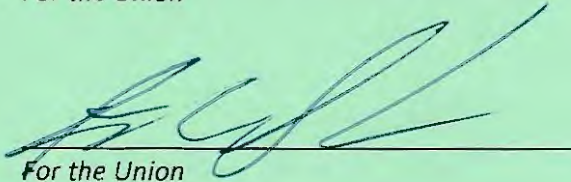
3.7 Union Insignia

(b) The recognized insignia of the Union shall include the designation "BCGEU". This designation shall, at the Employee's option, be placed on stenography typed documents produced by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

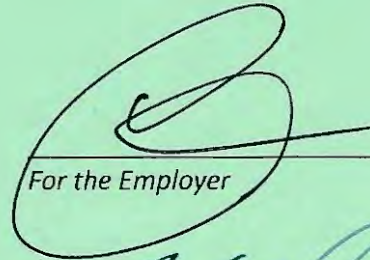
Agreed to:



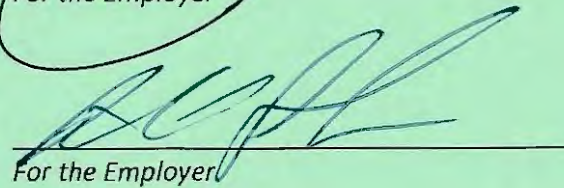
For the Union



For the Union



For the Employer



For the Employer

Date: Dec 6, 2019

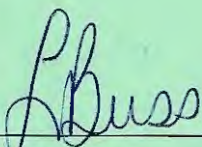
ARTICLE 8 - GRIEVANCES

8.5 Time Limit to Reply at Step 2


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

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


Agreed to:



For the Union



For the Union



For the Employer

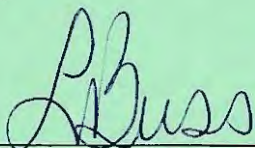
Date: Dec 6, 2019

ARTICLE 8 - GRIEVANCES

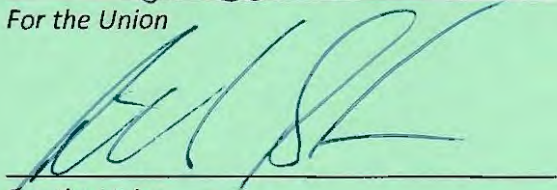
8.11 Dismissal or Suspension Grievances

(e) The Parties may each name a nominee to the board, but the nominees must be available on the date acceptable to the chairman chairperson.


Agreed to:



For the Union



For the Union



For the Employer

For the Employer

Date: Dec 6, 2019

ARTICLE 9 — ARBITRATION

9.10 Fast Track Arbitration


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

(a) -- (h) *Maintain current language*

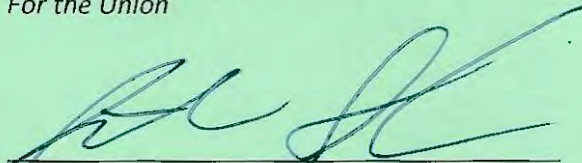
Agreed to:



For the Union



For the Employer



For the Union

Date: Dec 6, 2019

BCIT – and – BCGEU Support Staff
2019 Collective Bargaining

Date: Jan 21/20
Time: _____

Tentatively Agreed

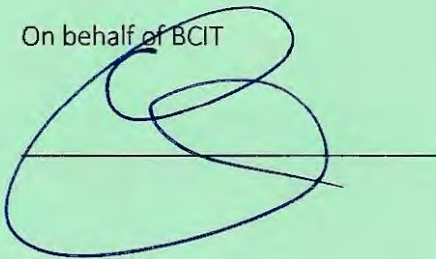
The parties agree to the following amendments to the 2014-2019 collective agreement:

Amend Article 10.2 Discipline Procedure as follows:

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

Agreed to:

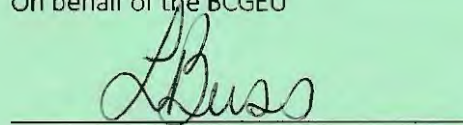
On behalf of BCIT

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On behalf of the BCGEU

A blue ink signature is written over a horizontal line.

On behalf of the BCGEU

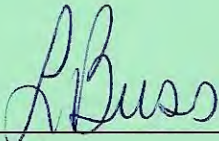
A blue ink signature is written over a horizontal line.

ARTICLE 11 — SENIORITY

11.4 Re-employment

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

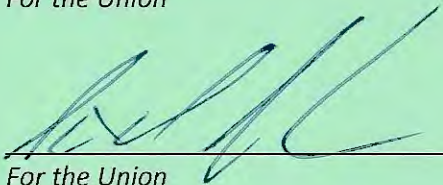
Agreed to:



For the Union



For the Employer



For the Union

Date: Dec 6, 2019

BCIT – and – BCGEU Support Staff
2019 Collective Bargaining

Date: Dec 6, 2019

Time: _____

Tentatively Agreed

The parties agree to the following amendments to the 2014-2019 collective agreement:

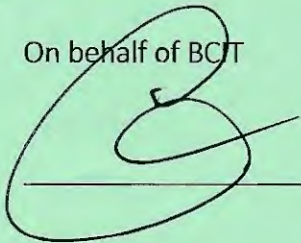
Amend Article 12.10 Early Retirement as follows:

"12.10 Early Retirement

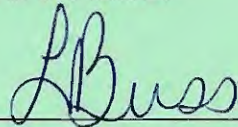
A regular Employee who is age fifty- five (55) years or older and has completed ten (10) years of pensionable service as of the effective date of layoff may opt for early retirement and shall be entitled to additional pensionable service equivalent in value to the amount of severance pay outlined in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

Agreed to:

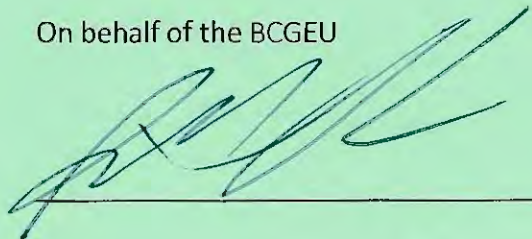
On behalf of BCIT



On behalf of the BCGEU



On behalf of the BCGEU



BCIT – and – BCGEU Support Staff
2019 Collective Bargaining

Date: Dec 6, 2019

Time: _____

Tentatively Agreed

The parties agree to the following amendments to the 2014-2019 collective agreement:

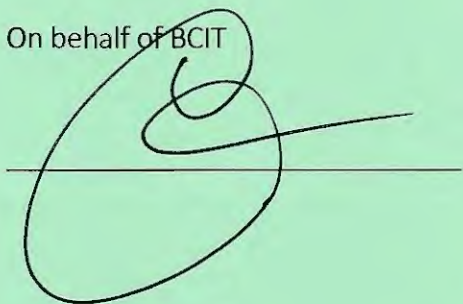
Amend Article 13.7(a) Lieu Days as follows:

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

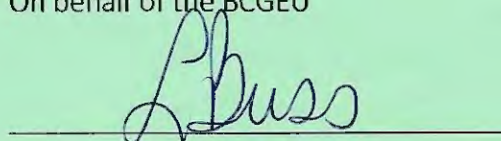
Days off in lieu of Paid Holidays shall be scheduled by mutual agreement ~~and taken~~ within sixty (60) days following the Paid Holiday. If the lieu day is not ~~taken~~ scheduled within the sixty (60) days, it shall be immediately scheduled on the vacation roster. This clause does not apply where the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

Agreed to:

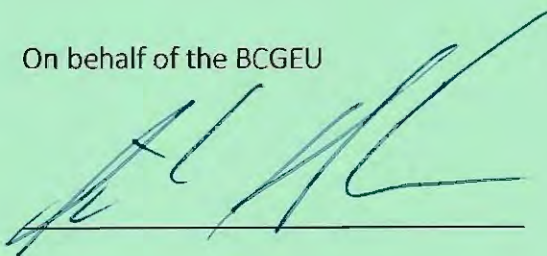
On behalf of BCIT

A large, stylized handwritten signature in black ink, written over a horizontal line.

On behalf of the BCGEU

A handwritten signature in black ink, appearing to read "L. Buss", written over a horizontal line.

On behalf of the BCGEU

A handwritten signature in blue ink, written over a horizontal line.

BCIT – and – BCGEU Support Staff
2019 Collective Bargaining

Date: Dec 6, 2019

Time: _____

Tentatively Agreed

In response to the Union's proposal on Article 18.1, BCIT proposes the following:

Amend Article 18.1 Vacation Leave on Retirement as follows:

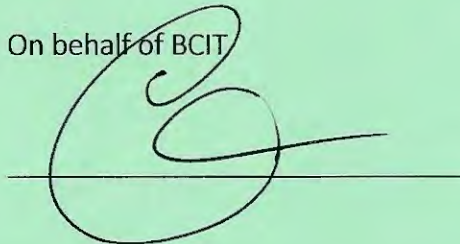
18.1 Vacation Leave on Retirement

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

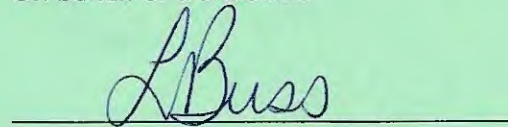
The "*final calendar year of service*" means the calendar year in which the last day s/he reports for duty falls.

Agreed to:

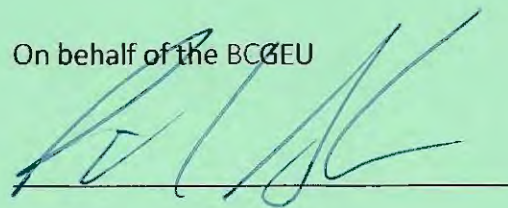
On behalf of BCIT

A large, stylized handwritten signature in black ink, consisting of a large 'C' followed by a loop and a horizontal line extending to the right.

On behalf of the BCGEU

A handwritten signature in black ink that reads 'LBuss' in a cursive style, positioned above a horizontal line.

On behalf of the BCGEU

A handwritten signature in blue ink, appearing to be 'P. H.', positioned above a horizontal line.

BCIT – and – BCGEU Faculty
2019 Collective Bargaining

Date: Dec 6, 2019

Time: _____

Tentatively Agreed

The parties agree to the following amendments to the 2014-2019 collective agreement:

Amend Article 18.2 Pre-Retirement Leave as follows:

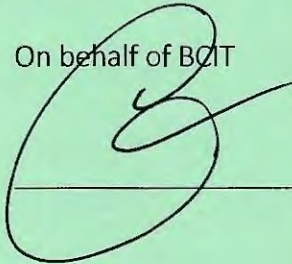
"An Employee scheduled to retire and to receive a ~~superannuation allowance~~ pension under the Employer's applicable pension Acts ~~or who has reached the mandatory retiring age,~~ shall be entitled to:

(a) a special paid leave for a period equivalent to fifty percent (50%) of his/her accumulated sick leave credit, to be taken immediately prior to retirement, or

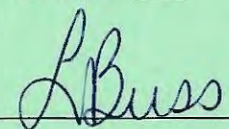
(b) a special cash payment of an amount equivalent to the cash value of fifty percent (50%) of his/her accumulated sick leave credit, to be paid immediately prior to retirement and based upon his/her current rate of pay. The special cash payment or paid leave will be paid at the Employee's regular rate of pay and will not include any additional monies such as allowances or substitution pay."

Agreed to:

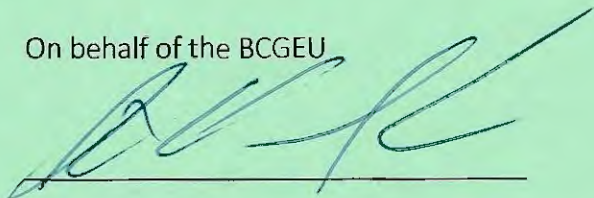
On behalf of BCIT



On behalf of the BCGEU



On behalf of the BCGEU



ARTICLE 18 — RETIREMENT


18.3 Retirement Allowance

Upon retirement from service, an Employee who has completed twenty (20) years of continuous service, and who under the provisions of the applicable Pension Acts is entitled to receive a ~~superannuation allowance~~ **pension** on retirement, is entitled to an amount to be paid by the Employer equal to his/her salary for one (1) month and, for each full year of service exceeding twenty (20) years, but not exceeding thirty (30) years, is entitled to an additional amount equal to one-fifth (1/5) of his/her monthly salary. It is understood that this benefit is not payable in addition to that provided by Section 49 of the Public Service Act.

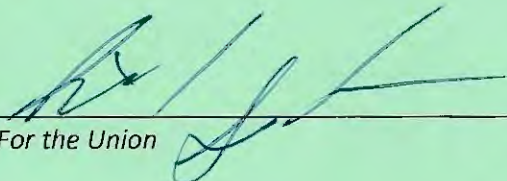
Agreed to:



For the Union



For the Employer



For the Union

Date: Dec 6, 2019

BCIT – and – BCGEU Support Staff
2019 Collective Bargaining

Date: _____

Time: _____

Tentatively Agreed

The parties agree to amend Article 20.5 Full-time Union or Public Duties as follows:

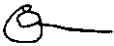
"20.5 Full-time Union or Public Duties

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

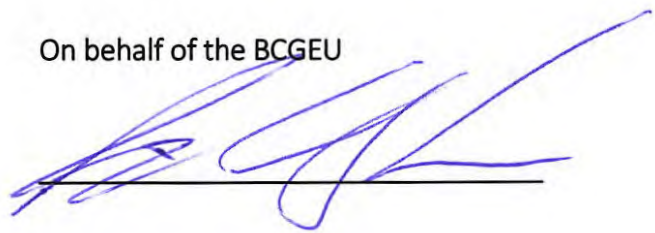
- (a) for Employees to seek election in a **Municipal, Provincial, Indigenous Government** or Federal election of a maximum of ninety (90) days;
- (b) for Employees selected for full-time position with the Union or any body to which the Union is affiliated for a period of ~~two (2)~~ **three (3)** years;
- (c) for Employees elected to a **public office** for a maximum period of five (5) years; or
- (d) for an Employee elected to a position in the B.C. Government and Service Employees' Union. The leave shall be for a period of ~~two (2)~~ **three (3)** years and shall be renewed upon request."

Agreed to:

On behalf of BCIT



On behalf of the BCGEU



On behalf of the BCGEU



ARTICLE 20 — LEAVES OF ABSENCE

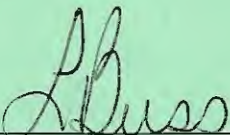
20.9 General Leave

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

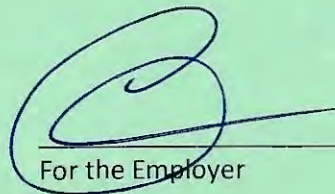
The Employer may, at its sole discretion, grant an unpaid leave of absence to an Employee for any other reason.

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

Agreed to:



For the Union

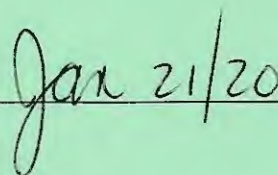


For the Employer



For the Union

For the Employer

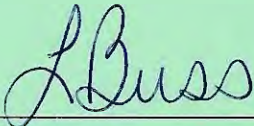
Date: 

ARTICLE 28 - PAYMENT OF WAGES AND ALLOWANCES

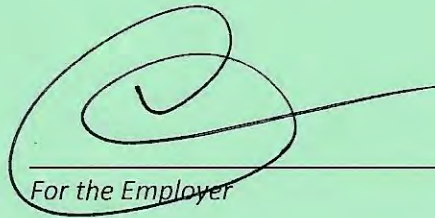
28.2 Paydays

- (a) Employees shall be paid biweekly (Fridays).
- (b) When a payday falls on a regular Employee's day of rest, the Employer agrees to issue the Employee's paycheck on the last shift worked prior to the payday.
- (c) If a paycheck is not available on the payday, the Employer shall arrange for the Employee to be provided with an adequate advance on ~~his/her~~ **their** salary.
- (d) The distribution of paycheques shall be done in such manner that the details of the paycheck shall be confidential.
- (e) All Employees shall be required to provide the Employer with written authorization to deposit their cheques to any chartered Bank, Credit Union, trust company, or other established financial institution. ~~Those employees hired prior to January 1, 2000 who have not provided such written authorization are exempt from this provision.~~

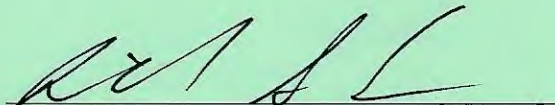
Agreed to:



For the Union



For the Employer



For the Union

For the Employer

Date: Dec 4, 2019

ARTICLE 30 - BENEFITS

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

Agreed to:



For the Union



For the Employer



For the Union

For the Employer

Date: Dec 4, 2019

ARTICLE 30 — BENEFITS

30.4 Group Life

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

(2) ~~Commencing January 1, 1994, b~~ Benefits for Employees aged under forty- five (45) years will be increased to the equivalent of three (3) times the Employee's annual salary. The Employer will pay one hundred percent (100%) of the premium on the first sixty thousand dollars (\$60,000) of coverage for all Employees in the Bargaining Unit and the Employee will pay the premium for coverage in excess of this amount.

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

(c) *Maintain current language*

Agreed to:



For the Union



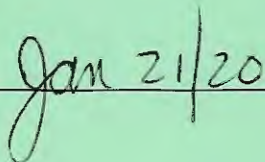
For the Union



For the Employer

For the Employer

Date:



BCIT – and – BCGEU Support Staff
2019 Collective Bargaining

Date: 2019-12-06

Time: _____

Tentatively Agreed

The parties agree to the following amendments to the 2014-2019 collective agreement:

Amend Article 31.5 Political Activity as follows:

"31.5 Political Activity

(a) *Indigenous Government, Municipal and School Board Offices:*

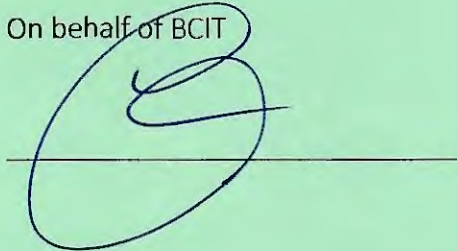
Employees may seek election to **Indigenous government**, municipal and school board offices.

(b) *Federal and Provincial Offices:*

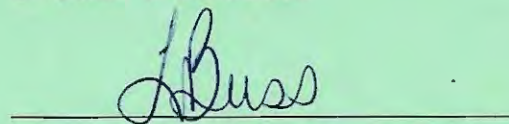
There are no restrictions on Employees engaged in political activities on their own time as campaign workers. If an Employee is nominated as a candidate for election, the Employee shall, upon request, be granted leave without pay in accordance with Article 20.5 to engage in the election campaign. If elected, the Employee shall be granted leave of absence. If not elected, the Employee shall be allowed to return to his/her former position."

Agreed to:

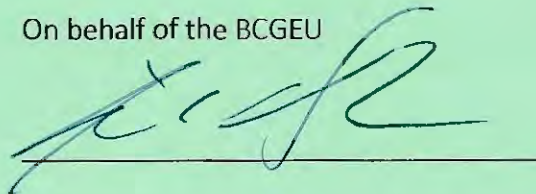
On behalf of BCIT



On behalf of the BCGEU



On behalf of the BCGEU



Date: _____

Time: _____

Tentatively Agreed

The parties agree to the following amendments to the 2014-2019 collective agreement:

Amend Appendix 2 Section 2.2 Long Term Disability Benefit as follows:

In the event an Employee, while covered under this Plan, becomes totally disabled as a result of an accident or a sickness, then, after the Employee has been totally disabled for six (6) months, including periods approved in Section 1.3(a) and (c), s/he shall be eligible to receive a monthly benefit as follows:

- (a) While the Employee has a sick bank balance to be used on a day-for-day basis, full monthly earnings will continue until the sick bank is exhausted, and Section 2.6 will not apply.
- (b) When an Employee has no sick bank, or after it is exhausted, the Employee shall receive a monthly benefit equal to the sum of sixty-six and two-thirds percent (66⅔%).

For the purposes of the above, earnings shall mean basic monthly earnings as at the date of disability as determined by the Employer.

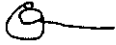
The basic monthly earnings as at the date of disability shall be the salary in effect for the last month of the Short Term Plan period, or equivalent six (6) month period, taking into consideration any retroactive adjustments. The date of disability for determining the commencement of the first two (2) years of disability shall be the day following the last month of the Short Term Plan period, or an equivalent six (6) month period.

- (c) The Long Term Disability benefit payment will be made so long as an Employee remains totally disabled in accordance with Section 2.3, and will cease on the date the Employee recovers, or at the end of the month in which the Employee reaches age sixty-five (65), or resigns, or dies, whichever occurs first.
- (d) An Employee in receipt of long-term disability will be considered an Employee for purposes of ~~superannuation~~ **the pension plan** and will continue to be covered by group life, extended health, dental and medical plans.

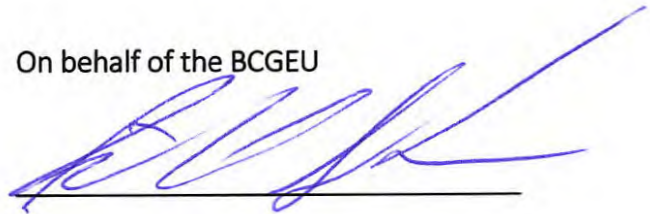
- Employee will not be covered by any other portion of the collective agreement but will retain the right of access to a Rehabilitation Committee established thereunder and will retain seniority rights should they return to employment within six (6) months following cessation of benefits.
- (e) When an Employee is in receipt of the benefit described in (b) above, contributions required for benefit plans in (d) above and **pension** contributions ~~for Superannuation~~ will be waived by the Employer.
- (f) An Employee engaged in rehabilitative employment with the Employer and who is receiving partial Long Term Disability benefit payments will have contributions required for benefit plans in (d) above and **pension** contributions ~~for Superannuation~~ waived by the Employer, except that ~~Superannuation~~ **pension** contributions shall be deducted from any salary received from the Employer to cover the period of rehabilitative employment."

Agreed to:

On behalf of BCIT



On behalf of the BCGEU



On behalf of the BCGEU



BCIT – and – BCGEU Support Staff
2019 Collective Bargaining

Date:

Jan 21/20

Time:

Tentatively Agreed

The parties agree to the following amendments to the 2014-2019 collective agreement:

1. Renew Letter of Understanding #7 Transfers/Mergers of Programs/Services Between Institutions and amend as follows:

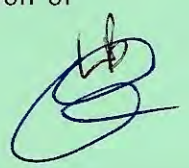
LETTER OF UNDERSTANDING #7 — TRANSFERS/MERGERS OF PROGRAMS/SERVICES BETWEEN INSTITUTIONS

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

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

- (a) When BCIT or one (1) or more Institutions identified above decides to transfer/merge a program/service or a partial program and the transfer/merger will result in the transfer or layoff of one (1) or more Employees of one (1) or more of the Institutions, the Institutions will provide written notice to the local Union(s) as soon as possible, but not less than sixty (60) days prior to the date of transfer/merger.
- (b) In the case of program/service transfers or mergers between Institutions, the following conditions will apply to permanent/regular Employees of the transferring Institution:
 - (1) Permanent/regular Employees of the transferring Institution shall have the option of transferring with the program. However, in the event that the program/service transfer/merger results in the reduction in complement of the program, then the offer(s) of transfer of employee(s) shall be on the basis of seniority provided the Employee possesses the necessary qualifications to perform the duties and responsibilities of the position at the receiving Institution.

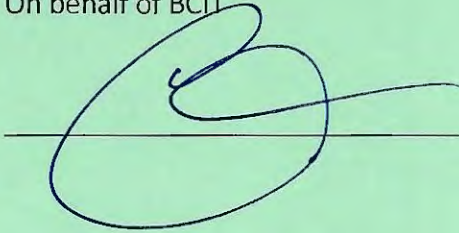
- (2) Should there be no option to transfer, the provisions of the local Collective Agreement at the sending Institution shall apply.
- (c) Should an Employee opt to transfer from the sending Institution, the following conditions will apply:
- (1) For transferring Employees all seniority accrued at the sending Institution will be converted according to the seniority provisions of the receiving Institution and recognized for all purposes under the Collective Agreement at the receiving Institution.
 - (2) At the date of transfer/merger, all rights of the terms of the Collective Agreement of the sending Institution shall expire and all the terms and conditions of the receiving Institution's Collective Agreements shall apply.
 - (3) The waiting period for the various health and welfare benefits at the receiving Institution shall be waived. Claims which have occurred prior to the date of the transfer/merger shall remain the responsibility of the sending Institution.
 - (4) Each transferring Employee shall receive the salary on the receiving Institution's salary scale of the applicable classification that is closest to their previous salary, exclusive of premiums and allowances.
 - (5) Where the receiving Institution has an accumulated sick leave plan, the employee's sick leave credits shall be transferred to the receiving Institution. Where not applicable, such credits shall be paid out to the Employee or to an RRSP at the Employee's request, pursuant to the local Collective Agreement at the sending Institution. Employees transferred to a receiving Institution with an accumulated sick leave plan and who do not have sick leave credits to transfer, shall be credited with one (1) year's sick leave entitlement according to the receiving Institution's Collective Agreement.
 - (6) Vacation entitlements earned up to the time of transfer/merger for transferring Employees will be recognized by the receiving Institution for the calendar year of the transfer. All subsequent vacation entitlements will be in accordance with the Collective Agreement of the receiving Institution recognizing accrued seniority.
 - (7) An Employee at the sending Institution who has opted for transfer, but is on sick leave or short-term disability, will not be transferred until certified to return to active duty and will remain an Employee of the sending Institution.
 - (8) Grievances arising prior to the transfer/merger date remain the responsibility at the sending Institution.
 - (9) Program/service transfers/mergers will not result in the bumping or layoff of Employees at the receiving Institution at the time of transfer.



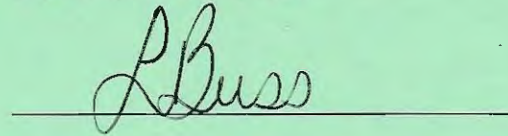
- (10) At the time of the transfer/merger, employees may choose to remain in the Pension Plan of the sending Institution.
- (11) Due to the complexity of transfer/merger as it impacts Collective Agreement provisions, the local Parties shall remain available to reconvene.

Agreed to:

On behalf of BCIT

A large, stylized handwritten signature in blue ink, written over a horizontal line.

On behalf of the BCGEU

A handwritten signature in blue ink, appearing to read "R. Buss", written over a horizontal line.

On behalf of the BCGEU

A handwritten signature in blue ink, written over a horizontal line.