

MEMORANDUM OF SETTLEMENT

Between

BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY

And

**BRITISH COLUMBIA GOVERNMENT AND SERVICE
EMPLOYEES' UNION
(SUPPORT STAFF)**

The above-noted parties agree that collective bargaining over the renewal of the July 1, 2002 to June 30, 2006 collective agreement shall be resolved on the following terms:

TERM OF AGREEMENT

The term of the renewed collective agreement shall be from July 1, 2006 to June 30, 2010.

NON-COMPENSATION ISSUES

All bargaining proposals regarding non-compensation issues that were agreed to in the current round of negotiations (attached at Appendix A) shall be incorporated into the renewed collective agreement. All changes shall become effective on July 1, 2006.

BASE WAGE INCREASE

All wage scales in the current collective agreement shall be increased by the following percentages effective the dates indicated:

July 1, 2006	2.1 %
July 1, 2007	2.1 %
July 1, 2008	2.1 %
July 1, 2009	2.1 %

This base wage increase shall apply to all employees who are members of the bargaining unit.

INCENTIVE PAYMENT

Each member of the bargaining unit employed by BCIT on the eligibility date as specified below shall receive an incentive one-time payment if this Memorandum of Settlement is signed by the union and the employer by June 30, 2006.

The eligibility date for the incentive payment is either:

- May 31, 2006 if the parties have ratified their 2006-2010 Collective Agreement by that date, or
- The date of ratification of the parties' 2006-2010 Collective Agreement, and in no event later than June 30, 2006.

The incentive payment shall be \$ 4,050 for each full-time equivalent employee and shall be pro-rated for part-time employees. For the purpose of the determination of the amount of the incentive payment, a full-time equivalent employee is a regular or non-regular employee who worked on a full-time basis for the twelve (12)-month period ending on the incentive eligibility date. The incentive payment for an employee who worked less than full-time over this period shall be pro-rated for the fraction of full-time work over this period that the employee worked. Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's incentive payment:

- maternity or parental
- short-term disability
- long-term disability that commenced within the twelve (12)-month period ending on the incentive eligibility date.

The incentive payment shall be paid to employees as soon after the date of ratification as is practicable for the institution to determine and pay the payment amounts to employees. The employer shall make every reasonable effort to make the incentive payment to employees no later than June 30, 2006.

LABOUR MARKET ADJUSTMENT

BCIT and the Union agree on a Support Staff Labour Market Adjustment Plan as set out in the attached Letter of Agreement at Appendix B. The Plan will be funded by an amount equal to 0.1% of the annual support staff compensation of the bargaining unit for each year as follows:

July 1, 2006	0.1 %
July 1, 2007	0.1 %
July 1, 2008	0.1 %
July 1, 2009	0.1 %

FISCAL DIVIDEND

BCIT and the Union agreed to the terms of set out in the attached Letter of Agreement at Appendix C or a Fiscal Dividend Bonus.

JOINT EARLY INTERVENTION SYSTEM FOR EMPLOYEES ON SICK LEAVE OR DISABILITY

BCIT and the Union agree to the terms set out in the attached Letter of Agreement at Appendix D for a joint early intervention system for employees on sick leave or disability.

The undersigned parties agree to recommend the terms of this Memorandum to their respective principals.

Dated this _____ day of May, 2006

Richard Schaeffer
Bargaining Unit Chair
BCGEU

Tomi Eeckhout
Vice President, Human Resources
BCIT

Henny Hanegraaf
Staff Representative
BCGEU

APPENDIX A
(NON-COMPENSATION ISSUES)

BCGEU Support Staff Collective Bargaining Institute Proposal

Article 12.11 – Salary Protection

Correct reference in last sentence - should be **28.8**.

A handwritten signature in cursive script, appearing to read "B. Hargrave".A handwritten signature in cursive script, appearing to read "M. Hargrave", with the date "Mar 17/06" written below it.

BCIT
March 16, 2006

BCGEU Support Staff Collective Bargaining Institute Proposal

Article 17.2 – War Service - delete

Article 17.3 – Merchant Marine Service – delete

Amegraf

17/06

17.7 Vacation Schedules

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

(a) Vacation schedules shall be circulated January 1st. Employees shall complete and submit vacation requests by February 15th and the completed approved schedule shall be posted no later than March 1st of each year for the current calendar/vacation year.

(b) An Employee who does not exercise his/her seniority rights within two (2) weeks of receiving the vacation schedule submit his/her vacation request by February 16th shall not be entitled to exercise these seniority rights in respect to any vacation time previously selected by an Employee with less seniority.

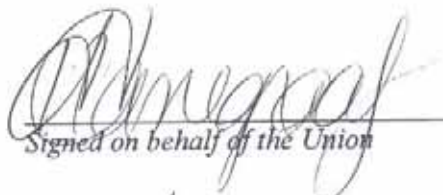
(c) An Employee who voluntarily transfers to another work location where the vacation schedule has already been completed will not be entitled to exercise his/her seniority rights with respect to that vacation schedule. However, every effort will be made to grant vacation at the time of the transferred Employee's choice.

(d) An Employee transferred by the Employer shall maintain his/her vacation period and no other Employee's vacation time shall be effected thereby.

(e) The Employer shall make every reasonable effort to contact Employees who are absent in order to establish such Employees' preference for vacation.

(f) If an employee is unable to schedule or carry over vacation by December 31st, the earned but unused vacation will be paid out on the following pay period.

Agreed to


Signed on behalf of the Union


Signed on behalf of the Employer

Dated: March 22/06

BCGEU Support Staff Collective Bargaining Institute Proposal

Article 17.13 – Vacation Carryover

Correct reference in (b) – should be 17.13(a)

A handwritten signature in cursive script, likely belonging to a representative of the BCGEU.A handwritten signature in cursive script, followed by the date "MAR 17/06" written vertically.

BCIT
March 16, 2006

ARTICLE 20 — LEAVES OF ABSENCE

20.1 Bereavement Leave

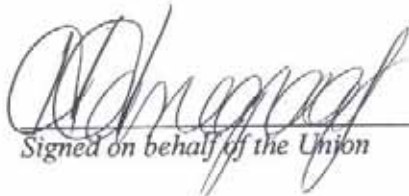
(a) In the case of bereavement in the immediate family, an Employee not on leave of absence without pay shall be entitled to special leave at his/her regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time.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

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

(c) In the event of the death of the Employee's ^{remains} ~~grandparents~~ grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, the Employee shall be entitled to special leave for one day for the purpose of attending the funeral.

(d) If an Employee is on annual leave at the time of bereavement, the Employee shall be granted bereavement leave and be credited the appropriate number of days to annual leave credit.

Agreed to


Signed on behalf of the Union


Signed on behalf of the Employer

Dated: March 22/06

BCGEU Support Staff Collective Bargaining Institute Proposal

Letter of Understanding #3 – Jurisdictional Disputes Procedure

Replace current language with following

JURISDICTIONAL DISPUTE RESOLUTION PROCESS

Preamble

The purpose of this agreement is to outline a jurisdictional dispute resolution process, which is equitable, expeditious and reflects the desire of the Parties to promote effective working relationships.

The Parties agree that the following process will be used in the event of a dispute respecting the appropriateness of a bargaining unit placement where the Institution introduces a new position or significantly revises an existing position.

Process

A. Pre-Assignment Consultation

1. The Employer agrees to provide the Union and the Association with notice of its intention to assign a new position or to significantly alter an existing position to one of the three bargaining units at BCIT. The Employer further agrees to meet jointly with the Association and the Union prior to posting the job to discuss the bargaining unit assignment for the new position after having provided the Union and the Association with the job description and organizational chart/reporting relationship for the new position. The Union/Association may also request such things as a draft job posting, course outline, and other relevant information.
2. The following process will be used for the purposes of paragraph 1: the Employer will notify the Union and the Association by letter with attached job description and organization chart and will specify a time place and date to meet to discuss the new position within ten (10) working days of the notice. The meeting shall take place at the time and date specified unless the parties mutually agree to postpone or cancel the meeting.
3. The Employer shall be entitled to post the new position following the completion of the meeting described above.

B. Jurisdictional Dispute Umpire

1. Where there exists a disagreement over the jurisdictional assignment made by the Employer, a party to this agreement may refer the matter within thirty (30) calendar days of the posting to the Jurisdictional Assignment Umpire.

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March 16, 2006

BCGEU Support Staff Collective Bargaining Institute Proposal

2. The referring party shall send a copy of the referral to all other parties to this agreement. The referral will set out the full particulars of the dispute, a description of the referring party's position on the matter, and copies of all documents upon which the party intends to rely.
3. Each party shall provide the other parties with the full particulars of their case and with copies of all their reliance documents no later than seven (7) calendar days prior to the date of the hearing.
4. Hearings conducted pursuant to this agreement shall, whenever reasonably possible, be held at the Burnaby campus of the Institute.
5. The parties agree not to use outside legal counsel at the hearings.
6. The hearings will be expedited in all respects and will be conducted on an informal basis as far as is reasonably possible.
7. The expenses and fees of the Umpire will be borne equally among the parties involved in the dispute.
8. In determining the appropriateness of the bargaining unit placement, the Umpire shall be entitled to consider:
 - a) Job elements
 - b) Past practice
 - c) Impact on industrial relations
 - d) Community of interest
 - e) Certificates of Bargaining Authority
 - f) Other factors deemed appropriate by the Umpire
9. The Umpire will endeavour to render a decision within twenty-one (21) days of the conclusion of the hearing.
10. The decision of the Umpire shall be final and binding on all parties to this agreement.

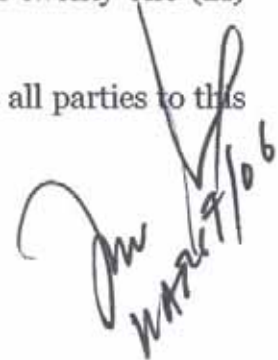


"Tomi Eeckhout"
Director
Labour Relations

Date "Sept 28/2000"

"Ken Holmes"
Staff Representative
BCGEU

Date "Oct 5/00"



"Cal Davis"
Acting General Secretary
FSA

Date "Oct 5/00"

BCIT
March 16, 2006

BCGEU Support Staff Collective Bargaining Institute Proposal

LOU #8 – Joint Job Evaluation Plan Committee

Delete – has expired

Mr. P. Wmct 20/06
Almeida

BCIT
March 16, 2006

MEMORANDUM OF AGREEMENT

BETWEEN:

BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY

AND:

BRITISH COLUMBIA GOVERNMENT AND SERVICE
EMPLOYEES' UNION
(SUPPORT STAFF)

Re: Recruitment and Retention of Auxilliary Employees (RRAE)

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

Composition of the Committee

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

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

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

Purpose of RRAE

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

Recruitment initiatives
Selection Criteria
Orientation
Performance Reviews
Training and Development Opportunities

Report of RRAE

The RRAE shall issue a written report containing recommendations to the Joint Labour Management Committee by **November 1, 2006**.

[Handwritten signature]
[Handwritten signature]
March 17/06

APPENDIX B

LETTER OF AGREEMENT

Labour Market Adjustment

Insofar as it is recognized by both parties to this Agreement that there is need to ensure that the Employer is able to recruit and retain fully qualified support staff in a competitive labour market, and that there is a demonstrated need to adjust the compensation of some job classifications for that purpose, it is herein agreed that:

1. The Employer will create a Labour Market Adjustment Fund in the amount equal to one tenth of one percent (0.1%) of the annual support staff base wages of the bargaining unit for each year of the Agreement in which there is a wage increase.
2. During the term of this Collective Agreement, the Employer and the Union may negotiate and reach agreement on a Labour Market Adjustment Plan that shall take the form of a Letter of Understanding that is subject to ratification by their respective accredited bargaining agents.
3. The Labour Market Adjustment Plan shall provide for, but shall not be limited to, the following:
 - a. In consultation with the Union, the compensation for specific support staff job classifications shall be adjusted by payment of a labour market adjustment provided that there is a demonstrated recruitment or retention issue that can be objectively determined with reference to specific criteria that are specified in the Labour Market Adjustment Plan including:
 - i. Demonstrating that the issue is wage-related;
 - ii. Demonstrating evidence of recruitment difficulties, and/or high turnover/vacancy rates;
 - iii. Showing that other options to mitigate recruitment and retention pressures have been considered;
 - iv. Providing relevant market data that specifically includes employers likely to recruit from the public sector employer and employers that the public sector employer has recruited from;
 - v. Identifying which occupations and the number of employees that will be affected by the adjustment;

- vi. Identifying options for the size of the market adjustments, and identify the risks associated with each of the options; i.e. collective bargaining;
 - vii. Identifying the preferred option and strategies to manage any risks associated with that option;
 - viii. Identifying possible impacts on other public sector employers; and,
 - ix. Demonstrating that any disruption to internal equity and pay equity has been mitigated.
 - b. The form and level of compensation adjustment for those job classifications shall be specified in the Labour Market Adjustment Plan.
4. The Labour Market Adjustment Plan shall remain in effect for the term of this Collective Agreement, and its continuation will be subject to the parties' bargaining of future collective agreements.

APPENDIX C

LETTER OF AGREEMENT Fiscal Dividend

Having agreed the term of the Collective Agreement to be from July 1, 2006 to June 30, 2010, a Fiscal Dividend Bonus may be paid from a one-time fund (the "Fund") generated out of monies, in excess of \$150 million, surplus to the BC government, as defined in the Province's audited financial statements, for the fiscal year 2009-10.

1. If fiscal dividend funds are determined to be available, a Fiscal Dividend will be paid as soon as is reasonably practicable.
2. The quantum of the Fund accessible for the parties to this agreement will be based on the Province's audited financial statements as at March 31, 2010. The Fund will be determined as follows:
 - i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
 - ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
 - iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
 - iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.
- 1.3 The Fiscal Dividend Bonus will be paid to each member of the bargaining unit who is employed by the institution on March 31, 2010.
- 1.4 The Fiscal Dividend Bonus shall be a one-time payment paid to each full-time equivalent employee and paid to each part-time employee on a pro-rated basis. For the purpose of the determination of the amount of the

Fiscal Dividend Bonus, a full-time equivalent employee is a regular or non-regular employee who worked on a full-time basis for the period of April 1, 2009 to March 31, 2010. The Fiscal Dividend Bonus for an employee who worked less than full-time over this period shall be pro-rated for the fraction of full-time work over this period that the employee worked. Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's Fiscal Dividend Bonus:

- maternity or parental
- short-term disability
- long-term disability that commenced between April 1, 2009 to March 31, 2010

- 1.5 The Fiscal Dividend Bonus shall be paid to employees as soon after March 31, 2010 as is practicable for the institution to determine and pay the Bonus amount to employees.

APPENDIX D

LETTER OF AGREEMENT

Joint Early Intervention System for Employees on Sick Leave or Disability

The eleven BC Government and Service Employees' Union (BCGEU) and Canadian Union of Public Employees (CUPE) bargaining units and the Post-Secondary Employers' Association (PSEA) employers participating in the 2006 Support Staff Template Table will establish a Joint Committee to develop and make recommendations on a joint early intervention system for employees who are on sick leave or short-term or long-term disability leave.

The Joint Committee shall consist of four members appointed by the eleven BCGEU and CUPE Template Table bargaining units and four members appointed by PSEA on behalf of the eleven Template Table employers. The Joint Committee, as required, will seek advice from persons with the appropriate expertise and will consider other union/employer joint early intervention systems.

By no later than February 15, 2007, the Joint Committee will issue a final report, including recommendations, to the local parties that participated in the Template Table.

By no later than May 31, 2007, each local party will make its decision on whether it will adopt the Joint Committee's recommendations and will advise the other local party accordingly. For any particular local employer and union, the recommendations shall be implemented only if they are adopted by both the local employer and union.

Employer savings resulting from the parties' implementation of the joint early intervention system will be used to fund goalsharing compensation payments to employees as recommended by the Joint Committee. The goalsharing plan and payments to employees under the plan are subject to the PSEC criteria and approval process.