

# 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, 1998 to June 30 2002 collective agreement shall be resolved on the following terms:

## Term of Agreement

The term of the renewed collective agreement shall be from July 1, 2002 through June 30, 2006.

## Bargaining Proposals

All bargaining proposals agreed to between the parties in the current round of negotiations (copies attached) shall be incorporated into the renewed collective agreement. Unless otherwise specified, all changes become effective upon ratification of the collective agreement.

The issues agreed to, and the dates those agreements were reached, are as follows:

### (a) Previously Agreed to:

Article 21.1(a)	Maternity Leave (52 weeks of leave)	September 24, 2003
Article 25.8	Reasons in Writing – competitions	September 24, 2003
Definitions	Probation	September 24, 2003
Article 3.9	Replacement While on Union Leave	September 24, 2003
Article 5	Personnel files	September 24, 2003
Article 16.2	Holidays falling on Saturday or Sunday	September 24, 2003
Article 25	Performance Appraisals	September 24, 2003
Article 26	Rehabilitation Committee	September 24, 2003
Article 31.15	Positions Temporarily Vacant	September 29, 2003
Definition 19	Resignation	September 29, 2003
LOU #1	Sick Leave	September 29, 2003
Article 27,	Job Descriptions and Job Reclassification	March 1, 2004
MOA	Recruitment and Retention of Auxiliary Employees	March 1, 2004

**(b) Newly Proposed:**

Article 17.6(c)	Vacation Preference	Employer's Proposal of January 18, 2005
Article 20.4(c) & (d)	Family Illness	Employer's Proposal of January 18, 2005
Article 32.1(c)	Appointment	Employer's Proposal of January 18, 2005

**(c) General Wage Increase:**

Effective April 1, 2005 there shall be a 2% wage increase in salaries for all employees, which will be offset by the following:

1. Agreement on exclusion for Foundation Accountant.
2. Delete Articles 36.5, 36.6 and 19.1 to 19.7.

Effective July 1, 2005 employees shall receive a wage increase of 1.5%, or an increase equal to the increase in total compensation negotiated in the BCGEU Master Agreement for the period April 1, 2006 to March 31, 2007, whichever is greater.

**(d) Supplemental Employment Benefit**

Effective April 1, 2005 the parties will implement the attached supplemental employment benefit plan.

**(f) Signing Bonus:**

All employees of the Institute on the date of ratification are entitled to a signing bonus equal to 2% of basic gross wages for 2004.

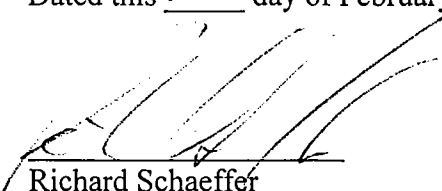
**Proposals Withdrawn**

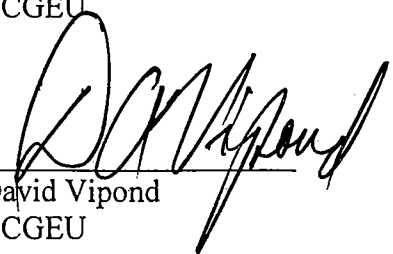
The Institute and the Union agree to withdraw all proposals other than those specifically agreed to and stated above.

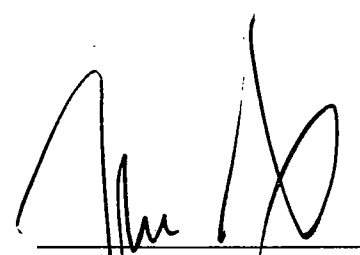
**Ratification**

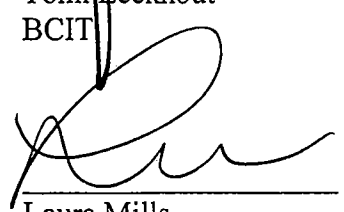
The parties agree to recommend acceptance of these proposed terms of settlement to their respective principals.

Dated this 24th day of February, 2005.

  
Richard Schaeffer  
BCGEU

  
David Vipond  
BCGEU

  
Tomi Eeckhout  
BCIT

  
Laura Mills  
BCIT

**BCGEU SUPPORT STAFF COLLECTIVE BARGAINING  
INSITUTE PROPOSAL**

**17.6 Vacation Preference**

(c) Regular employees on an approved leave of absence greater than thirty (30) days at the time vacation schedules are circulated will be notified in writing. Within two (2) weeks, the employee will then advise the Employer in writing of his/her vacation preference for the current calendar year.

BCIT

January 18, 2005

**BCGEU SUPPORT STAFF COLLECTIVE BARGAINING  
INSTITUTE PROPOSAL**

**20.4 Family Illness**

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

In the case of additional time being required, and subject to the approval of the Manager/Supervisor, an Employee may use earned vacation and/or compensatory time off to care for the dependent child.

- (b) **Move current (b) and move current (c) up:**  
An Employee may, for any given circumstance, take a paid leave under either Article 20.3(d) or 20.4, but may not combine the leaves under each of these provisions.
- (c) In the case of unanticipated illness or hospitalization of a dependent parent, when no one else is able to provide for the needs of the ill person, the Employee may request leave with pay to a maximum of two (2) days paid leave at any one time for this purpose.
- (d) The Employer may require written confirmation from a medical practitioner that the Employee's attendance was required. The cost of the medical report will be borne by the Employer.
- (e) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing. The cost of the medical report will be borne by the Employer. [same as current (b)]

**BCGEU SUPPORT STAFF COLLECTIVE BARGAINING  
INSITUTE PROPOSAL**

**32.1 Appointment**

- (c) An auxiliary Employee expected to perform the full scope of the duties of the incumbent s/he is backfilling for will be paid at the same grade as the current incumbent. If an auxiliary Employee is not expected to perform the full scope of duties s/he will be given a graded job description for the position s/he is expected to perform and will be paid at the corresponding grade.

BCIT

January 18, 2005

# **BCGEU SUPPORT STAFF COLLECTIVE BARGAINING INSTITUTE PROPOSAL**

## **Article 21 – Maternity, Parental & Adoption Leave**

### **Article 21.6 Supplemental Employment Benefit for Maternity and Parental Leave**

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

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

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

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

21.6.4 (a) To be entitled to the above noted benefits, an employee must sign an agreement that they will return to work and remain in the Employer's

employ for a period of at least six (6) months or equivalent to the leaves taken, whichever is longer, after their return to work.

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

# BCGEU Support Staff Collective Bargaining Institute Counter Proposal

## Article 21 Maternity, Parental & Adoption Leave

### Article 21.1 Maternity Leave

A pregnant Employee shall qualify for maternity leave;

- (a) Upon request, the Employee will be granted a <sup>consecutive</sup> leave of absence without pay for a period of not more than **fifty-two (52) weeks**. Should the pregnant Employee opt for parental leave under Article 21.3, this period of twelve (12) weeks will be included in the **fifty-two (52) week** period.

~~Except language for the remainder of this article.~~

*Handwritten signatures and date:*  
JR  
Apt 24/03  
[Signature]

September 24, 2003



# BCGEU Support Staff Collective Bargaining Institute Counter Proposal

## 25.8 Notification

(a) Unsuccessful in-service applicants to posted positions will be notified of the name and classification of the successful applicant. The unsuccessful applicants shall be notified in writing of the reasons why they were unsuccessful if they request such reasons within ten (10) days of being notified of the name and classification of the successful applicant.

(b) The Employer will reply to the Employee within ten (10) days from receipt of the request.

**(c) After 30 days from receiving the Employer's reply in (b) above, and provided that the employee has not filed a grievance regarding the competition in question, an employee may request in writing to Human Resources to have the request for written reasons and the written reasons removed from their personnel file.**

(d) Where no requests have been received within ten (10) days, the appointment of the successful applicant may be confirmed.

Handwritten signatures and date. The date "Sept 24/03" is written in the upper right. Below it are two handwritten signatures. The signature on the left is a stylized "JS". The signature on the right is a stylized "H" or "K".

# BCGEU Support Staff Collective Bargaining Institute Proposal

## Definitions

~~(17) "field status"~~  
delete

~~(20) "seasonal field employees"~~  
delete

(17) "probation"  
delete

 J4  
sent 24/63

# **BCGEU Support Staff Collective Bargaining Institute Proposal**

## **Article 3.9 – Replacement While on Union Leave**

**Rearrange and renumber the provision as follows:**

### **3.9 Replacement While On Union Leave**

- (a) *Without Pay* - leave of absence without pay and without loss of seniority will be granted:
  - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
  - (2) for elected or appointed representatives of the Union to attend business which requires them to leave their premises of employment;
  - (3) for four (4) Employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee;
  - (4) to Employees called by the Union to appear as witnesses before an arbitration board or the Labour Relations Board of B.C.
  - (5) **The Employer agrees as a matter of principle that the workload of Employees shall not be unreasonably increased as a result of an Employee taking a leave pursuant to Article 3.9(a). The supervisor/manager shall consult with the Employee taking the leave to determine the need to backfill and if the need is immediate.**

*The current Article 3.9(b)(5) actually refers to and applies to leaves taken under 3.9 (a). For ease of location and reference, it is best found in 3.9 (a).*

- (b) *With pay* - leave of absence with pay and without loss of seniority will be granted:
  - (1) to four (4) Employees who are representatives of the Union on the bargaining committee to leave their employment to carry on negotiations with the Employer;
  - (2) to stewards, or their alternates, to perform their duties pursuant to Article 3.5;
  - (3) to Employees designated to sit as an observer on a selection panel in accordance with Article 25.7;

September 24, 2003

## BCGEU Support Staff Collective Bargaining Institute Proposal

(4) to Employees appointed by the Union as Union representatives to joint Union Management committees as specified in this Agreement to attend meetings of the committees.

**(c) Pay while on Union Leave**

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

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

*The information that has been gathered under this newly headed section comes from the last paragraph of the article. It is easier to locate and identify the purpose of the language when it is organized in this manner.*

**(d) Local Union Meetings**

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

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

Minimal staff coverage shall be maintained.

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

*The language in this clause is directly from the current 3.9 (c) and one sentence from the last paragraph in the article 3.9 that directly relates to local union meetings. This method of organization pulls all relevant language together into one place.*

*There has been no change to actual language nor to intent of the provisions. This is a reorganization of current language.*

September 24, 2003

A handwritten signature, possibly 'JR', is written over the date. To the right of the signature, the date 'Sept 24/03' is written vertically in a cursive script.

# **BCGEU Support Staff Collective Bargaining Institute Proposal**

## **ARTICLE 5 – PERSONNEL FILES (formerly 10.7)**

**(a) Every Employee has the right of access to his/her personnel record kept in the Human Resources Office during normal working hours and in the presence of a Human Resources Advisor.**

**(b) The President of the Union, or his/her designate, shall, upon written authority of the Employee, be entitled to review an Employee's personnel file in the office in which the file is normally kept, in order to facilitate the investigation of a grievance.**

**(c) The Employee or the President of the Union or his/her designate, as the case may be, shall give the Employer adequate notice prior to having access to such files. Files will be reviewed in the presence of a Human Resources Advisor or an appropriate designate.**

# **BCGEU Support Staff Collective Bargaining Institute Proposal**

## **ARTICLE 7 EMPLOYER-UNION RELATIONS**

### **7.1 Representation**

No Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this the Union shall supply the Employer with the names of its officers and similarly the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

### **7.2 Union Representatives**

(a) The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance. Members of Union staff shall notify the designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the department or section concerned. In order to facilitate the orderly, as well as the confidential, investigation of grievances, the Employer will make available to Union representatives or stewards temporary use of an office or similar facility.

(b) The Employer may, upon written request from the President of the Union, or his/her designate, allow reasonable time for an designated representative of the Union on the agenda of any course, training session or seminar for Employees sponsored by the Employer. Such permission will not be unreasonably withheld.

### **7.3 Technical Information**

The Employer agrees to provide to the Union such information that is available relating to Employees in the bargaining unit as may be required by the Union for collective bargaining purposes.

# **BCGEU Support Staff Collective Bargaining Institute Proposal**

## **7.4 Union-Employer Relations**

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

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

## **7.5 Labour/Management Committee**

(a) *Establishment of Labour/Management Committee* - There shall be established a Labour/Management Committee composed of members equal in number represented by the Employer and the Union. The minimum size of this Committee shall be two (2) Union representatives and two (2) Employer representatives and the maximum size shall be four (4) Union representatives and four (4) Employer representatives. This Committee may call upon additional persons for technical information or advice. This Committee may establish Ad Hoc Committees as it deems necessary and shall set guidelines and operating procedure for such committees.

(b) *Meetings of Committee* - The Labour/Management Committee shall meet at least once every sixty (60) days or at the call of either Party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this committee. Meetings must be held no later than fourteen (14) days after the request has been given.

(c) *Chairperson of Committee* - An Employer representative and a Union representative shall alternate in presiding over meetings as joint chairpersons.

(d) *Responsibilities of Committee* - The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this Agreement. The Committee shall not supersede the activities of any other committee of the Union or of

## **BCGEU Support Staff Collective Bargaining Institute Proposal**

the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.

The Committee shall have the power to make recommendations to the Union and the Employer on the following general matters:

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

### **7.6 Employer and Union Shall Acquaint New Employees (formerly Article 5)**

(a) The Employer agrees to acquaint new Employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off. A new Employee shall be advised of the name and location of his/her steward. Whenever the steward is employed in the same work area as the new Employee, the Employee's immediate supervisor will introduce him/her to his/her steward, who will provide the Employee with a copy of the Collective Agreement. The Employer agrees that a Union steward will be given an opportunity to interview each new Employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment, for the purpose of acquainting the new Employee with the benefits and duties of Union membership and the Employee's responsibilities and obligations to the Employer and the Union.

(b) The Chairperson of the bargaining unit shall be provided with a monthly report containing the names of all new hires, resignations, retires and/or laid off Employees.



# **BCGEU Support Staff Collective Bargaining Institute Proposal**

## **ARTICLE 10 - DISCIPLINE, SUSPENSION, DISMISSAL**

### **10.1 Principle of Innocence**

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

### **10.2 Discipline Procedure**

(a) No Employee shall be disciplined, suspended or dismissed except for just cause, and an Employee shall be dismissed only upon the written authority of the Employer. An Employer representative so designated by the Employer may suspend an Employee but shall immediately report such action to the Employer.

(b) When an Employee is dismissed or suspended, he/she shall be given the reason in writing in the presence of his/her steward. The President of the Union shall be advised, within five (5) working days, in writing, by the Employer of the reason for such dismissal or suspension.

(c) The dismissal or suspension shall be subject to the provisions of Article 8.11.

### **10.3 Right to Grieve**

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

### **10.4 Burden of Proof**

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

# **BCGEU Support Staff Collective Bargaining Institute Proposal**

## **10.5 Right to Grieve Other Disciplinary Action**

Disciplinary action grievable by the Employee shall include written censures, letters of reprimand and adverse reports, or performance appraisals. Employees shall be given a copy of any such document placed on their file which might be the basis of disciplinary action. Should an Employee dispute any such entry in their file, they shall be entitled recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record. Upon the Employee's request in writing to the ~~Director~~ **Director of Labour Relations**, any written record of a suspension shall be removed from the Employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction. Any other document (other than an official performance appraisal) shall, at the Employee's request in writing to the ~~Director~~ **Director of Labour Relations**, be removed from their file after the expiration of twelve (12) months from the date it was issued provided there has not been a further infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an Employee, the existence of which the Employee was not aware at the time of filing.

## **10.6 Right to Have Steward Present (formerly 10.8)**

- (a) An Employee shall have the right to have his/her steward present at any discussion with supervisory personnel which the Employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an Employee for disciplinary purposes the supervisor shall make every effort to notify the Employee in advance of the purpose of the interview in order that the Employee may contact his/her steward, providing that this does not result in an undue delay of the appropriate action being taken.
- (b) A steward shall have the right to consult with a staff representative of the Union and to have a local Union representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward; providing that this does not result in an undue delay of the appropriate action being taken.

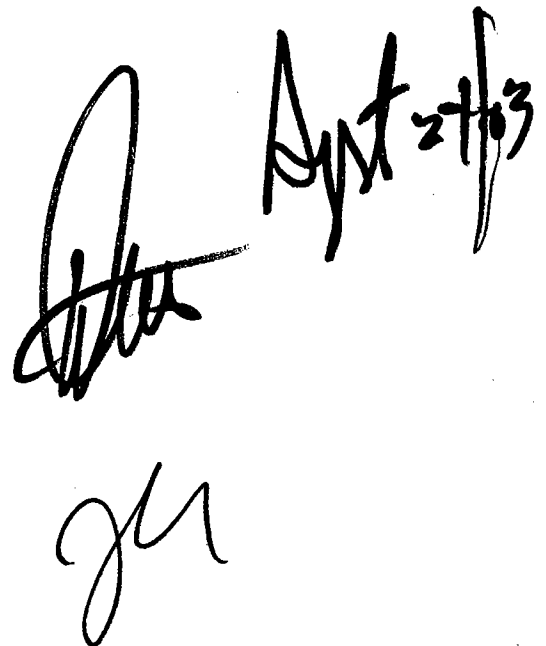
# **BCGEU Support Staff Collective Bargaining Institute Proposal**

## **10.7 Disciplinary Letters (formerly 10.9)**

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

## **10.8 Abandonment of Position (formerly 10.10)**

An Employee who fails to report for duty for ten (10) consecutive working days without informing the Employer of the reason for his/her absence will be presumed to have abandoned his/her position. An Employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.


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BCIT  
September 24, 2003

# BCGEU Support Staff Collective Bargaining Institute Proposal

## Article 16.2 – Holidays Falling on Saturday or Sunday

16.2(b) – delete

JE  
sent 24/03  


# **BCGEU Support Staff Collective Bargaining Institute Proposal**

## **ARTICLE 25 – PROMOTIONS, STAFF CHANGES, AND PERFORMANCE APPRAISALS**

### **25.1 Job Postings**

(a) When a vacancy occurs or a new position is created within the bargaining unit the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, locker rooms, shops and all bulletin boards for a minimum of ten (10) calendar days so that all members will know about the vacancy or new position.

(b) When a temporary position or vacancy is identified to be four (4) months or more duration (except for short-term sick leave relief assignment pursuant to Definition #6), qualified regular Employees will have the opportunity to substitute in higher paying positions pursuant to Articles 25.15(a), 28.4 and 31.15(b). Where substitution by an existing regular Employee within the department is not feasible, the temporary position or vacancy shall be posted internally and filled as temporary. Such temporary vacancies will only be advertised externally in unusual circumstances.

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

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

### **25.2 Information in Postings**

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

Such qualifications shall be consistent with the recognized position description requirements and may not be established in an arbitrary or

BCIT  
September 24, 2003

## **BCGEU Support Staff Collective Bargaining Institute Proposal**

discriminatory manner. All job postings shall state, "*This position is open to male and female applicants*". The internal posting shall also state, "*A copy of the job description for this position is available for review in the Human Resources Office*". (See Article 13.2(c)(2)(i)—Work Schedules and See Article 31.16—Vehicles)

### **25.3 Outside Advertising**

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

### **25.4 Role of Seniority in Promotions and Transfers**

Both Parties recognize:

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

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

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

### **25.5 Probation on Initial Appointment**

Upon appointment, an Employee will serve a probationary period of six (6) calendar months in the position to which appointed. This probationary period may be extended by the Employer for an additional period of up to six (6) calendar months. Where an Employee's probation has been extended and where an Employee disagrees with the decision s/he may seek recourse through the grievance procedure.

## **BCGEU Support Staff Collective Bargaining Institute Proposal**

During the probationary period, the Employer's President may dismiss the Employee for just and reasonable cause. The test of just and reasonable cause for dismissal of a probationary Employee shall be a test of suitability of the probational Employee for continued employment in the position to which s/he has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

Upon successful completion of probation, a regular Employee shall be confirmed in the position by the Employer.

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

### **25.6 Trial Period on Promotion or Transfer**

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

(b) Auxiliary Employees who are appointed to a regular position shall be required to serve a six (6) month trial period. If during this period the Employer finds that the Employee is unable to perform the duties of his/her job in a satisfactory manner, the Employee will be returned to the auxiliary list and be treated as an auxiliary Employee under the terms of the Collective Agreement. The hours worked while in a regular position will be credited for seniority as an auxiliary.

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

# **BCGEU Support Staff Collective Bargaining Institute Proposal**

## **25.7 Union Observer**

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

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

## **25.8 Notification**

(a) Unsuccessful in-service applicants to posted positions will be notified of the name and classification of the successful applicant. The unsuccessful applicants shall be notified in writing of the reasons why they were unsuccessful if they request such reasons within ten (10) days of being notified of the name and classification of the successful applicant.

(b) The Employer will reply to the Employee within ten (10) days from receipt of the request.

**(c) After 30 days from receiving the Employer's reply in (b) above, and provided that the employee has not filed a grievance regarding the competition in question, an employee may request in writing to Human Resources to have the request for written reasons and the written reasons removed from their personnel file.**

(d) Where no requests have been received within ten (10) days, the appointment of the successful applicant may be confirmed.

## **25.9 Right to Appeal**

Where an Employee feels he/she has been aggrieved by any decision of the Employer relating to promotion, demotion, or transfer, the Employee may file a grievance in accordance with the grievance procedure as set out in Article 8 of this Agreement.



## **BCGEU Support Staff Collective Bargaining Institute Proposal**

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

### **25.10 Changes in Status - Probation**

An auxiliary Employee who has been appointed as a regular Employee in the same position without a break in service, may have all or part of the continuous period of service applied to the probationary period.

### **25.11 Relocations**

It is understood by the Parties that, as a general policy, Employees shall not be required to relocate from one geographic location to another against their will. However, the Employer and the Union recognize that in certain cases, relocations may be in the interest of the Employer and/or Employee. In such cases, an Employee will be fully advised of the reason for his/her relocation, as well as the possible result of refusal to be relocated.



### **25.12 Interview Expenses**

An in-service applicant for a posted position who is not on leave of absence without pay and who has been called for a panel interview shall be granted leave of absence with base pay and shall have his/her authorized expenses paid. An Employee granted leave under this section shall notify his/her supervisor as soon as s/he is notified of this requirement to appear for an interview. For the purpose of this Article, "*authorized expenses*" are those which have been given prior approval by the manager responsible for payment of the costs incurred.

## **BCGEU Support Staff Collective Bargaining Institute Proposal**

### **25.13 Performance Appraisals (formerly 10.6)**

Where a formal appraisal of an Employee's performance is carried out, the Employee shall be given up to five (5) days to read and review the appraisal. Provision shall be made on the Employee appraisal form for an Employee to sign it. The form shall provide for the Employee's signature in two (2) places, one indicating that the Employee has read and accepts the appraisal, and the other indicating that the Employee disagrees with the appraisal. The Employee shall sign in one (1) of the places provided. No Employee may initiate a grievance regarding the contents of an Employee appraisal unless the Employee has signed in the space indicating disagreement with the appraisal. He/she shall be given up to thirty (30) days to file such grievance. An Employee shall, upon request, receive a copy of the Employee appraisal at time of signing. An Employee appraisal shall not be changed after an Employee has signed it, without the knowledge of the Employee, and any such changes shall be subject to the grievance procedure of this Agreement.

SEP 24/03  


# BCGEU Support Staff Collective Bargaining Institute Proposal

## Article 26      Rehabilitation Committee

### 26.1 Rehabilitation Committee

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

### 26.2 Transfers Without Posting

Lateral transfers or voluntary demotions may be granted, without posting for:

- (a) compassionate or medical grounds to regular Employees who have completed their probationary period;
- (b) all Employees who have become incapacitated by ~~industrial~~ injury or ~~industrial~~ illness.

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

*Note: the committee does not use the Director of Medical Services as a resource person in every instance so that language has been removed from the clause.*

September 24, 2003

# BCGEU Support Staff Collective Bargaining Institute Proposal

## Article 31.15 – Positions Temporarily Vacant

Add (b)(2) as follows:

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

**(2) The provisions of Article 35.2 shall apply.**

Delete Article 17.8 – Vacation Relief



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# BCGEU Support Staff Collective Bargaining Institute Proposal

## Definitions – (19) resignation

### Articles 31 and 33

- Remove the definition “resignation” from the definitions section and place it in Article 33.
  - Rename Article 33 - RESIGNATION
- 
- Move the language in Article 33 referring to Power Engineers into a new Article 31.18 – Power Engineers.

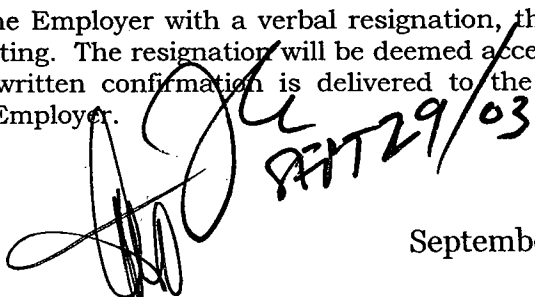
### 31.18 Power Engineers

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

## ARTICLE 33

## RESIGNATION

- (a) “*Resignation*” means a voluntary notice by the Employee that he/she is terminating his/her service on the date specified.
- (b) When an Employee provides the Employer with written notice, the resignation will be deemed accepted one working day from the time the written resignation was submitted and may be retracted by the Employee within this period.
- (c) When an Employee provides the Employer with a verbal resignation, the Employer may confirm the resignation in writing. The resignation will be deemed accepted one (1) working day from the time the written confirmation is delivered to the Employee's address currently on file with the Employer.

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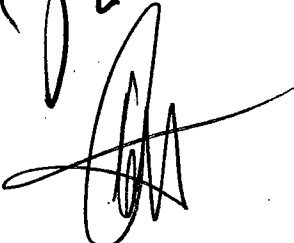
BCIT  
September 29, 2003

# **BCGEU Support Staff Collective Bargaining Institute Proposal**

## **Letter of Understanding #1 – Sick Leave**

### **Add (d)**

**On or before May 1 of each calendar year, the Employer will provide the Union with a list of employees who have an entitlement to sick leave credits under (a) above, and the credits remaining in their sick leave bank.**

*De SHT 29/03*  


September 29, 2003

## **Article 27 – Job Descriptions and Job Reclassification**

### **27.1 Job Descriptions**

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

### **27.2 Joint Job Evaluation Committee**

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

#### **(c) Documents for the JJEC**

The JJEC is responsible for the maintenance of all reclassification documentation including evaluation results, job specifications and individual ratings for all jobs; and shall be supplied with all relevant documentation for making position ratings.

#### **(d) Attendance at Meetings**

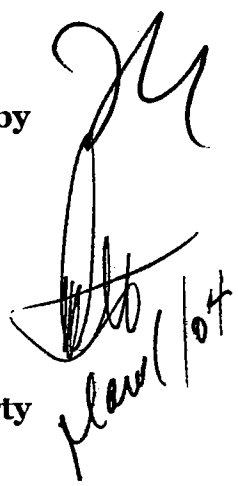
The Employer shall release without loss of pay or seniority, the representatives named by the Union to attend sessions of the JJEC.

#### **(e) Disagreement Regarding Plans**

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

#### **(f) Job Evaluation Consultants**

Nothing in this Agreement shall be interpreted as barring either Party to this Agreement from engaging consultants and/or advisors as



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**representatives of either Party of the Joint Job Evaluation Committee.**

### **27.3 Definition of Reclassification**

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

### **27.4 Job Reclassification Requests**

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

### **27.5 No Reduction in Wages**

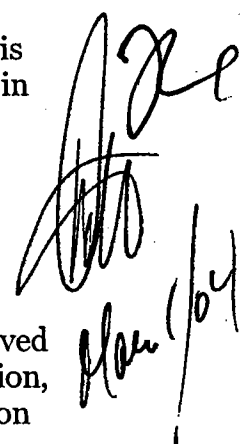
No employee shall have his/her wages reduced because of reclassification.

### **27.6 No Recourse to Grievance Process**

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

### **27.7 Adjudication**

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



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- (c) The decision of the Adjudicator shall be final and binding.
- (d) The costs of the Adjudicator shall be shared equally by the Parties.

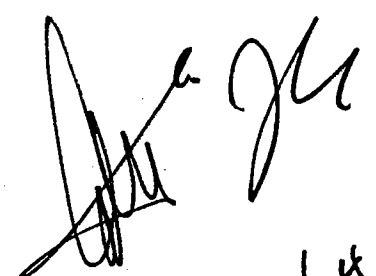
### **27.8 Adjudication Procedures**

The process for adjudication shall be as follows:

- (a) The Employee and the manager will make written submissions to the Adjudicator. A copy of these submissions will be given to all parties and the Adjudicator two (2) weeks in advance of the scheduled adjudication.
- (b) The submissions will identify factors in dispute and present arguments in favour of the position advocated.
- (c) Oral presentation will follow the same format with the following provisions:
  - (1) It is the intention of the Parties that each proceeding will take no more than one (1) hour.
  - (2) There will be no more than one (1) <sup>as</sup> person attending with the Union representative and one (1) <sup>as</sup> person with the Employer representative and each representative will act as a resource to the Adjudicator.
  - (3) There will be no outside legal representation.

### **27.9 Effective Date of Reclassification**

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

  
Mar 1/04

# MEMORANDUM OF AGREEMENT

**BETWEEN:**

**BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY**

**AND:**

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

## **Re: Recruitment and Retention of Auxiliary 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 on the Labour Management Committee.

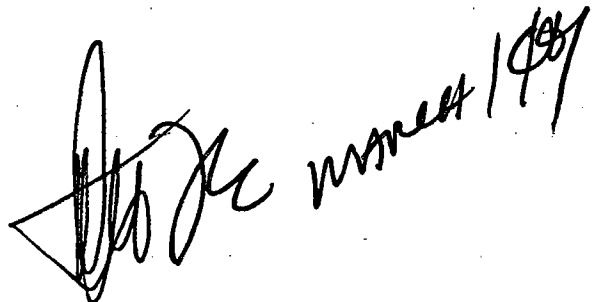
The RRAE may include up to one additional Union and Employer representative who shall be selected based on their knowledge of auxiliary employment at BCIT.

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

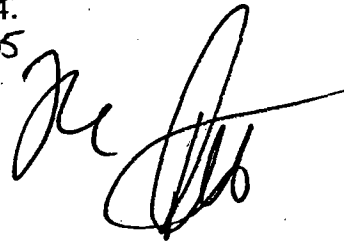


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Report of RRAE

The RRAE shall issue a written report containing recommendations to the Joint Labour Management Committee by March 31, 2004.

2005

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BCIT  
October 24, 2003  
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