

MEMORANDUM OF SETTLEMENT

Between

BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY

And

**BRITISH COLUMBIA GOVERNMENT AND SERVICE EMPLOYEES' UNION
(VOCATIONAL INSTRUCTORS)**

The above noted parties agree that collective bargaining over the renewal of the April 1, 2001 to March 31, 2004 collective agreement shall be resolved on the following terms:

Term of Agreement

The term of the renewed collective agreement shall be from April 1, 2004 through March 31, 2007.

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:

Newly Proposed:

Article 12.1	Labour Adjustment	Employer's Proposal of March 29, 2005
Article 19.1	Bereavement Leave	Employer's Proposal of March 29, 2005
Article 19.3	Family Illness Leave	Employer's Proposal of April 1, 2005
Article 20	Maternity, Parental & Adoption Leave	Employer's Proposal of March 29, 2005
LOU # __	Sub Committees of LMC	Employer's Proposal of March 31, 2005
LOU # __	HR Database	Employer's Proposal of March 29, 2005
LOU # __	New PD Fund	Employer's Proposal of April 1, 2005

Wage Increase:

Effective the date of ratification there shall be a 2% increase in salaries for all employees. The increase shall be paid in the form of a stipend attached to each step on the salary scale. The stipend will be equal to 2% of the monthly salary at each step of the salary scale. This stipend will be offset by the following:

1. Effective April 1, 2005 article 13.28 is deleted.

2. Change the definition of cleaning teeth (polishing, fluoride and recall) from “twice per calendar year” to “once every 9 months except for dependent children up to the age of 19 (remains twice per calendar year) and those with dental problems as approved by the plan”.

This benefit plan change shall be implemented as soon as is administratively possible following the ratification of the collective agreement.

3. Effective April 1, 2005 funding for the Early Retirement Option will be reduced by \$20,000 per year.
4. The BCIT Vocational Instructor Research Grant will be funded out of the current article 13.18/13.19 funds. This grant is equal to \$50,000 per year.
5. Effective April 1, 2005 the article 13.18 Skills Training Fund will provide funding to instructors to obtain the Provincial Instructor Diploma, to a maximum of \$40,000 per year.
6. Effective April 1, 2005 funding for article 13.18/13.19 shall be reduced by \$116,000 per year.
7. Administrative savings associated with the deletion of the following from the collective agreement:
 - a. Article 6.4 Policy Meetings
 - b. Article 33.1 Child Care Facilities
 - c. Article 33.2, paragraph 1 Parking
 - d. Article 33.3(b) Tool Allowances
 - e. LOU # 4 Re: Common Core
 - f. LOU #7 Re: Salary Schedules

Effective April 1, 2006, a new step will be created at the top of the current BCIT salary grid. The new step will maintain the 0.6% historic differential between the top of scale rate at BCIT and the top of scale rate set out in the PSEA common grid.

The difference between the 1.5% increase on April 1, 2006 and the increase of the first year total wage compensation of the BCGEU/BC Government Master Agreement shall be applied to the top of step on the scale effective April 1, 2006. Such application shall be made as soon as practicable and applied retroactively.

Effective April 1, 2006, all steps on the non teaching scales will be increased by 1.5% or by the increase of the first year (April 1, 2006 to March 31, 2007) total wage compensation of the BCGEU/BC Government Master Agreement, whichever is greater.

Wage increases shall be as per the attached wage grids.

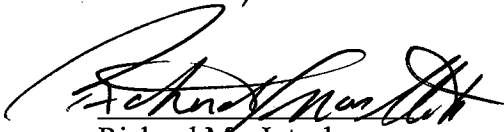
Proposals Withdrawn

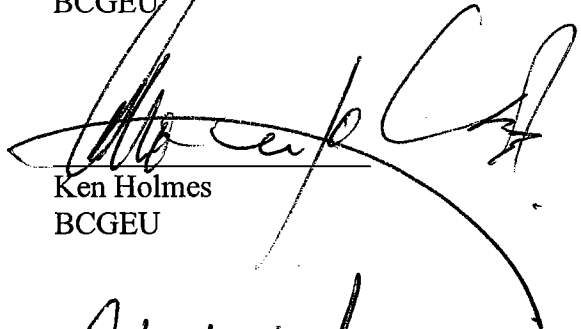
The Institute and the Union agree to withdraw all proposals other than those specifically agreed to and stated above.

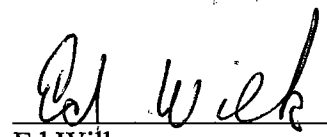
Ratification

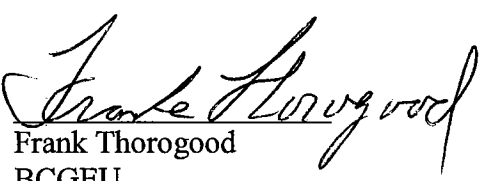
The parties agree to recommend acceptance of these proposed terms of settlement to their respective principals.

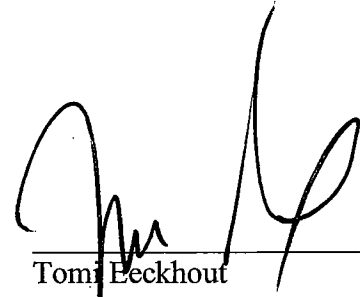
Dated this 1 day of April, 2005.



Richard MacIntosh
BCGEU


Ken Holmes
BCGEU


Ed Wilk
BCGEU


Frank Thorogood
BCGEU


Tom Beckhout
BCIT


Laura Mills
BCIT

Instructors Salaries
April 1, 2005 - March 31, 2007

STEP	April 1, 2003 to March 31, 2004	April 1, 2004 to March 31, 2005	April 1, 2005 to March 31, 2006	April 1, 2006 STEP	April 1, 2006 to March 31, 2007
1	\$52,962	\$52,962	See Note 1 \$52,962 <i>1,059</i> 54,021	1	See Notes 2, 3 \$52,962 <i>1,059</i> 54,021
2	\$54,987	\$54,987	\$54,987 <i>1,100</i> 56,087	2	\$54,987 <i>1,100</i> 56,087
3	\$57,000	\$57,000	\$57,000 <i>1,140</i> 58,140	3	\$57,000 <i>1,140</i> 58,140
4	\$59,011	\$59,011	\$59,011 <i>1,180</i> 60,191	4	\$59,011 <i>1,180</i> 60,191
5	\$60,973	\$60,973	\$60,973 <i>1,219</i> 62,192	5	\$60,973 <i>1,219</i> 62,192
6	\$62,960	\$62,960	\$62,960 <i>1,259</i> 64,219	6	\$62,960 <i>1,259</i> 64,219
7	\$64,819	\$64,819	\$64,819 <i>1,296</i> 66,115	7	\$64,819 <i>1,296</i> 66,115
8	\$66,742	\$66,742	\$66,742 <i>1,335</i> 68,077	8	\$66,742 <i>1,335</i> 68,077
9	\$73,697	\$73,697	\$73,697 <i>1,474</i> 75,171	9	\$73,697 <i>1,474</i> 75,171
10				10	\$76,128 <i>1,523</i> 77,651

**Italicized notes denotes stipends*

Note #1: 2% stipend amount

Note #2: An employee who has spent 12 months at step 9 by April 1, 2006 shall move to the new step on April 1, 2006. Others will proceed to the new step on their normal increment date.

Note #3: The difference between the 1.5% increase on April 1, 2006 and the increase of the first year total wage compensation of the BCGEU/BC Government Master Agreement shall be applied to the top step of the scale effective April 1, 2006. Such application shall be made as soon as practicable and applied retroactively.

Non - Instructors Salaries
April 1, 2005 - March 31, 2007

STEP	April 1, 2003 to March 31, 2004	April 1, 2004 to March 31, 2005	April 1, 2005 to March 31, 2006	April 1, 2006 STEP	April 1, 2006 to March 31, 2007
1	\$52,962	\$52,962	<i>See Note 1</i> \$52,962 <u>1,059</u> 54,021	1	<i>See Notes 2</i> \$53,756 <u>1,075</u> 54,832
2	\$54,987	\$54,987	\$54,987 <u>1,100</u> 56,087	2	\$55,812 <u>1,116</u> 56,928
3	\$57,000	\$57,000	\$57,000 <u>1,140</u> 58,140	3	\$57,855 <u>1,157</u> 59,012
4	\$59,011	\$59,011	\$59,011 <u>1,180</u> 60,191	4	\$59,896 <u>1,198</u> 61,094
5	\$60,973	\$60,973	\$60,973 <u>1,219</u> 62,192	5	\$61,888 <u>1,238</u> 63,125
6	\$62,960	\$62,960	\$62,960 <u>1,259</u> 64,219	6	\$63,904 <u>1,278</u> 65,182
7	\$64,819	\$64,819	\$64,819 <u>1,296</u> 66,115	7	\$65,791 <u>1,316</u> 67,107
8	\$66,742	\$66,742	\$66,742 <u>1,335</u> 68,077	8	\$67,743 <u>1,355</u> 69,098
9	\$73,697	\$73,697	\$73,697 <u>1,474</u> 75,171	9	\$74,802 <u>1,496</u> 76,299

**Italicized notes denotes stipends*

Note #1: 2% stipend amount

**BCGEU VOCATIONAL INSTRUCTORS COLLECTIVE BARGAINING
INSTITUTE PROPOSAL**

Article 12 – Layoff and Recall

Article 12.1 Labour Adjustment

(a) The Employer will make every reasonable attempt to minimize the impact of funding shortfalls and reductions on the workforce.

(b) Subject to budgetary constraints and the amount of funding available for labour adjustment costs, fairness, flexibility and Employee choice will prevail in the implementation of labour adjustment strategies as approved by the Institute.

(c) If a workforce reduction is necessary, representatives of the Employer and the Union will canvass Employees in the area identified for reduction over a five (5) work day period, or a longer period agreed to by the parties, to find volunteer solutions that provide as many viable options as possible to minimize potential layoffs.

(d) Menu of Labour Adjustment Strategies

To minimize layoffs, the following menu of labour force adjustment strategies will be considered, and, whenever possible, offered to Employees:

- **Job Sharing**
- **Reduced hours of work through partial leaves**
- **Transfers to other areas within the bargaining unit subject to available work and meeting qualifications, with minimal training required**
- **Paid and unpaid leaves of absence**
- **Voluntary severance**
- **Purchasing past pensionable service. If permissible, the Employer will match a minimum of three years' contributions to the appropriate pension plan where an Employee opts for early retirement**
- **Early retirement incentives**
- **Secondment**
- **Retraining**
- **Trial retirement**
- **Continuation of health and welfare benefits**
- **Combinations and variations of the above or other alternatives**

(e) While various options may be considered and offered, there will be no stacking of benefits.

(f) Once strategies other than layoff have been explored, the Employer may proceed, if need be, with the pre-layoff canvass.

**BCGEU VOCATIONAL INSTRUCTORS COLLECTIVE BARGAINING
INSITUTE PROPOSAL**

Article 19 – Special and Other Leave

19.1 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 traveling time. Such leave shall normally not exceed five (5) workdays.

(b) Immediate family is defined as an Employee's parent, ^{spouse}~~wife, husband~~, child, brother, sister, father-in-law, mother-in-law and 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 grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law, ~~niece or nephew~~, the Employee shall be entitled to special leave for one (1) day for the purpose of attending the funeral.

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

**BCGEU VOCATIONAL INSTRUCTORS COLLECTIVE BARGAINING
INSITUTE PROPOSAL**

Article 19.3 Family Illness

- (a) In the case of illness of a 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 up to a maximum of two (2) days' paid leave at any one time for this purpose.
- (b) 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.
- (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.**

**BCGEU VOCATIONAL INSTRUCTORS COLLECTIVE BARGAINING
INSITUTE PROPOSAL**

Article 20 – Maternity, Parental & Adoption Leave

Article 20.1 Maternity Leave

A pregnant Employee shall qualify for maternity leave:

(a) Upon request, the Employee will be granted a leave of absence without pay for the period of not more than **fifty two (52)** consecutive weeks. Should the Employee opt for parental leave under Article 20.3, this period **will be included in the fifty two (52) week period.**

**BCGEU VOCATIONAL INSTRUCTORS COLLECTIVE BARGAINING
INSITUTE PROPOSAL**

Article 20 – Maternity, Parental & Adoption Leave

Article XX Supplemental Employment Benefit for Maternity and Parental Leave

XX 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.

**BCGEU VOCATIONAL INSTRUCTORS COLLECTIVE BARGAINING
INSITUTE PROPOSAL**

(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 VOCATIONAL INSTRUCTORS COLLECTIVE BARGAINING
INSTITUTE PROPOSAL**

NEW

Letter of Understanding #___ - Sub Committees of Labour Management Committee

- 1. The Parties agree to establish two Joint Committees to review the collective agreement, research and make recommendations to the Labour Management Committee in the following areas:**
 - a. Distributed Learning – review the terms and conditions of employment for employees involved in new distributed learning initiatives.**
 - b. International Education – review the terms and conditions of employment for employees who participate in international education assignments.**

- 2. The two committees shall be governed by the following conditions:**
 - a. The committees will be established and hold a first meeting within sixty (60) days of the ratification of the renewed Collective Agreement;**
 - b. Membership on each committee will be comprised of two (2) Union representatives and two (2) Employer representatives;**
 - c. The committees may consult other individuals where appropriate and additional expertise/knowledge is considered helpful;**
 - d. Union representatives on these committees shall suffer no loss of seniority or remuneration otherwise payable by the Institute when meetings of the committees are held during work hours.**

- 3. Reporting Timelines**

The committees will make regular progress reports to the Labour Management Committee.

The committees will make final recommendations to the Labour Management Committee within one (1) year from the date of the first meeting, subject to the agreement of the Parties.

BCIT
March 29, 2005
31

**BCGEU VOCATIONAL INSTRUCTORS COLLECTIVE BARGAINING
INSTITUTE PROPOSAL**

NEW

Letter of Understanding #____ - Human Resources Database

The Institute will continue to provide information to the Post Secondary Employers' Association (PSEA) as requested by PSEA and in support of the Human Resources Database.

**BCGEU VOCATIONAL INSTRUCTORS COLLECTIVE BARGAINING
INSITUTE PROPOSAL**

LOU # _____ New Professional Development Fund

The Employer will create a new professional development fund. This fund will be set at point six of one per cent (0.6%) of instructor salary.

The parties will discuss at Labour Management Committee the manner in which these funds will be allocated by the Employer.