

MEMORANDUM OF AGREEMENT

between the

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

and the

B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION
(hereinafter called "the Union")

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING JULY 1, 2010 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2006-2010 Collective Agreement continue except as specifically varied below by paragraphs 2 to 4, both inclusive.

2. **Effective Dates**

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

3. **Appendix "A"**

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

4. **Appendix "B"**

The Employer and the Union agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "B" – 2010-14 Support Staff Compensation Template (CTT).

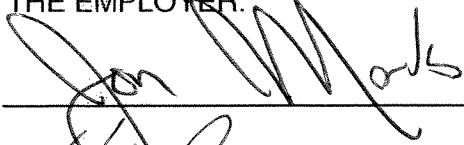
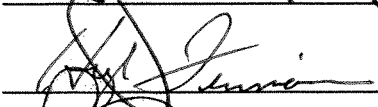



5. **Ratification**

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

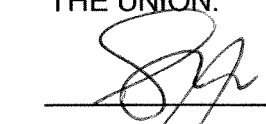
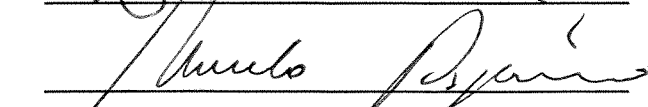

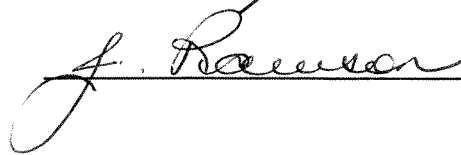
This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.

Signed this 6th day of February, 2013.

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:

BARGAINING REPRESENTATIVES FOR
THE UNION:

APPENDIX "A"

GENERAL HOUSEKEEPING:

Change all numbers - less than 10 = word only and ten or greater = number only

Change "article" to "clause" – wherever, necessary

Amend to "WCB" and/or "Workers' Compensation Board" to WorkSafeBC

Amend "WCB Regulations" or "Workers' Compensation Board Regulations" to OH&S Regulations

| | |
|---------------|---|
| 9.4(c) | Board Procedure |
| 9.9(e) & (g) | Expedited Arbitration |
| 12.4 | Appeal Procedure |
| 12.7 | Right to Appeal |
| 13.6(c) | Layoff |
| 15.0 | Preamble |
| 17.1(b) | Paid Holiday |
| 18.6(a) | Vacation Carryover |
| 18.8 | Vacation Leave on Retirement |
| 20.1(d) | Bereavement Leave |
| 20.3 | Family Illness |
| 24.2 | Additional Limitation on Contracting Out |
| 27.1 | Equal Pay |
| 27.7 | Salary Protection and Downward Classification |
| 28.6 | Change in Classification |
| 28.7 | Resolution of Disputes |
| 32.6 | Justice Institute Courses |
| 36.2(a) | Harassment Definitions |
| Appendix 4 | Excluded Positions |
| MOA #1 | Program Planners(2) |

AMENDED ITEMS:

| | |
|----------------|---|
| 2.1 | Bargaining Unit Defined |
| 9.1(b) | Arbitration Notification |
| 12.2(b) | Postings |
| 17.1(a) | Paid Holidays |
| 18.1(c) & (d) | Annual Vacation Entitlement |
| 18.4(b) | Vacation Pay |
| 18.6 | Vacation Carryover |
| 20.15 | Canadian Armed Forces |
| 28.5 | Job Evaluation Review Request Procedure(2) |
| 28.12 | New Position |
| 32.5 | Joint Administration of the Staff Development Fund(2) |
| Appendix 1A | Grid Placement |
| Appendix 4 | Excluded Positions |
| MOU #4 | Deferred Leave Plan (new Article 20) |
| MOU #5 | Telework – with 14.11 |
| MOU #6 | Gender Neutral Job Evaluation Plan |
| LOU #2 | Substitution Process |
| LOU #7 | Labour Market Adjustment |
| LOU #8 | Fiscal Dividend |
| LOU #9 | Joint Early Intervention – Sick Leave or Disability |
| LOU #10 | Incentive Payment |
| LOU X (New) | Justice Institute Courses |

Offer for Settlement

Justice Institute of British Columbia – and – BCGEU

The following package of items is to be considered an Offer for Settlement (the Offer) submitted by the Justice Institute of British Columbia (employer) to the BCGEU (union) to conclude the 2010 to 2014 round of bargaining.




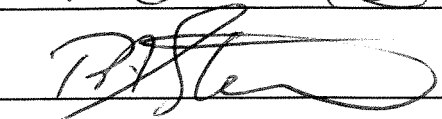
The Offer is presented in a package format. Any issue not included in the Offer from the original list of proposals submitted by either the employer or the union that has not been agreed to and signed off is deemed to be withdrawn. Where the Offer is not accepted as a whole, the Offer is withdrawn completely. Any issues left out of the Offer return to active bargaining status if this Offer is rejected. Any issues tentatively agreed to will retain that same status if this Offer is rejected.

The Offer is advanced on a without prejudice basis to conclude the renewal of a Collective Agreement.



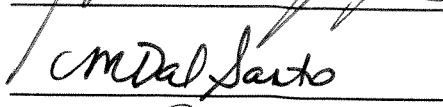
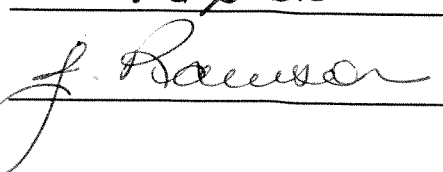
1. Article 2 – Union Recognition and Rights – as attached
2. Article 9 – Arbitration – as attached
3. Article 12 – Career Policy- as attached
4. Article 17.1 – Paid Holidays – as attached
5. Article 20 – Special and Other Leave – as attached
6. Article 28 – Joint Job Evaluation Plan – as attached
7. Article 32 – Education and Training – as attached
8. Letter of Understanding X – Re: Education and Training (New)
9. Renewal of Memorandums/Letter of Understanding and Appendix 4 – as attached
10. Amended Appendix 1A – Grid Placement – as attached

Signed this ^{6th} day of February, 2013

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:

BARGAINING REPRESENTATIVES FOR
THE UNION:

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

Amend original agreed-to proposal, dated September 24, 2010:

2.1 Bargaining Unit Defined

(a) The bargaining unit is the unit for collective bargaining for which the B.C. Government and Service Employees' Union is voluntarily recognized by the Employer, and includes:

(1) all employees of the Justice Institute of British Columbia, except those primarily engaged in teaching functions, and except those excluded by virtue of the provisions of the College & Institute Act, and except those holding positions currently excluded as Managerial and/or confidential. ~~(See Appendix 4)~~

(b) Incumbents of new positions established by the Employer shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement or by virtue of a decision of a mutually agreed upon arbitrator.

(c) (1) When the Employer wishes to commence negotiation for the exclusion of a position from the bargaining unit, it shall notify the Union in writing. The Employer will provide to the Union a copy of the organization chart for the immediate branch or program where the position is located, a copy of the position's job description and a copy of the job description for the position which supervises the applied for position.

(2) The parties will then commence discussions with a view to reaching a mutually agreeable resolution to the exclusion status of the position. Such discussions shall include an interview with the incumbent and his/her immediate supervisor. Where the position is vacant, the supervisor shall be interviewed. These interviews may be waived by mutual agreement.

(3) If no agreement is reached or if no response is received from the Union within ~~ninety (90)~~ sixty (60) days of the date of notification in (1) above, the Employer may refer the matter to arbitration and have it heard by an arbitrator from a mutually agreeable list of arbitrators.

(4) Where a matter has been referred to arbitration, the arbitrated decision, if any, will be deemed to be binding on the Parties.

Agreed to



Signed on behalf of the Union

Signed on behalf of the Employer



Dated: _____, 2012

ARTICLE 9 – ARBITRATION

9.1 Notification

(a) * MAINTAIN CURRENT LANGUAGE *

(b) A submission of such a difference or allegation to arbitration shall be by certified mail to the Labour Relations Board with a copy to the other Party. ~~Where either Party opts to use the BC Labour Relations Board services to resolve a difference in (a) above, a submission of such a difference or allegation to arbitration shall be made by email or fax to the Board with a copy to the other Party.~~

Agreed to



Signed on behalf of the Union

Signed on behalf of the Employer



Dated: _____, 2012

JIBC and BCGEU

Amend to read as follows:

12.2 Postings

(a) **MAINTAIN CURRENT LANGUAGE**

12.2 (b)

"The notice of postings shall contain the following information: campus location, nature of position, ability, qualifications, experience, skills, whether shift work is involved, whether flextime is approved and wage or salary rate or range, and the notation that ~~the position is open to both male and female applicants~~ the Justice Institute of British Columbia is an equal opportunity employer and is interested in broadening the diversity of its staff. We encourage applications from visible minorities, Aboriginal peoples and persons with disabilities."

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

(c) **MAINTAIN CURRENT LANGUAGE**

Agreed to:



Signed on behalf of the Union



Signed on behalf of the Employer

Dated: _____

February 6, 2013

ARTICLE 17 – PAID HOLIDAYS

17.1 Paid Holidays

- (a) The following have been designated as paid holidays:

| | |
|---|---|
| New Year's Day | British Columbia Day <u>B.C. Day</u> |
| <u>Family Day</u> | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Queen's Birthday <u>Victoria Day</u> | Christmas Day |
| Canada Day | Boxing Day |

- (b) *MAINTAIN CURRENT LANGUAGE*

Agreed to:



Signed on behalf of the Union

Signed on behalf of the Employer



Dated: _____

ARTICLE 20 – SPECIAL AND OTHER LEAVE

20.15 Canadian Armed Forces

(a) Employees who participate in activities related to the Reserve Component of the Canadian Armed Forces may be granted leave of absence without pay:

(1) where an employee is required to take annual training with Her Majesty's reserve forces;


(2) where an employee participates in a program of training for the purpose of qualifying for a higher rank; or

(3) where an employee as a delegate, attends meetings of service associations or conferences related to the Canadian Armed Forces.

(b) Any remuneration received from the Government of Canada for the purpose of activities related to the Canadian Armed Forces may be retained by the employee when on leave of absence without pay, or where he/she chooses to use part or all of his/her annual vacation entitlement for these activities.

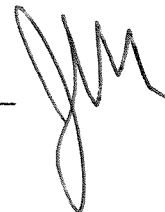
(c) An employee who takes leave under this clause shall continue to accrue seniority for the duration of his/her leave.

Agreed to



Signed on behalf of the Union

Signed on behalf of the Employer



Dated: _____, 2012

JIBC and BCGEU

28.5 Job Evaluation Review Request Procedure


Amend to read as follows:

- (a) When an employee feels that there is conflict between the position description and the duties he/she is required to perform or that the position is improperly classified, the employee shall discuss the matter with his/her immediate supervisor. The Employer or any employee who believes that the position is improperly classified may submit the matter to the JJEC for determination, by following the process described below.
- (b) The template document entitled, "Job Description for BCGEU Position" will be completed by either the supervisor or the employee. Before the document is submitted to the JJEC, it must be signed and dated by the employee, the supervisor and the Dean/Director. The Supervisor will forward the revised Job Description and review form to HR for distribution to the JJEC within 14 working days of receipt from the employee. The employee shall keep a copy of the signed document. The template Job Description document will be available to employees on JIBC's Intranet.
- (c) Once the Job Description has been signed off by the employee, supervisor, and the Dean/Director, it will be forwarded by the supervisor to Human Resources for distribution to the JJEC.
- (d) Within ninety (90) calendar days of HR receiving the signed document, the JJEC will notify the Employer and the affected employee of its decision in writing. The Committee will provide in writing the reason for its decision.
- (e) The effective date of any retroactivity resulting from a change in job level, is the date the job description is submitted to the JJEC, or fifteen (15) calendar days from the date that the supervisor received the completed job description from the employee, whichever occurs first.

Agreed to:



Signed on behalf of the Union



Signed on behalf of the Employer

Dated: _____

ARTICLE 32 – EDUCATION AND TRAINING

Amend original agreed-to proposal, dated September 24, 2010:

32.5 Joint Administration of the Staff Development Fund

- (a) For the purpose of administering this fund, the year shall be divided into three (3) periods with one-third (1/3) of the total amount in the fund allocated for expenditures in each period.
- (b) Applications received by December 1st, April 1st, and July 15th, will be reviewed and approved/rejected within thirty (30) days.
- (c) Applications received after the dates specified shall be date stamped, and will receive consideration by the ~~Joint~~ Committee within thirty (30) days of receipt. Any grant approved will depend upon the availability of funds allocated to that expenditure period.
- (d) Any funds unexpended at the end of the period will be carried forward for expenditure in subsequent periods within any given fiscal year.
- (e) Preference shall be given to an application which clearly shows that the activity to be funded is part of the employee's plan for career development, over an application for funding for an activity unrelated to any plan.
- (f) Preference will be given to activities, courses and/or programs offered by accredited recognized institutions, professional associations and/or schools. ~~offered by an accredited, recognized institution, and/or, a professional association.~~
- (g) No single employee shall be sponsored for education and training at a total cost to the fund in excess of six hundred and fifty dollars (\$650) in one (1) fiscal year to be allotted as follows:
 - (1) activities shall be funded up to one hundred percent (100%) of the cost of tuition and/or course materials, not to exceed the total cost listed above;
 - (2) up to one hundred dollars (\$100) of the total cost may be used for travel expenses.
- (h) The fund shall be charged only for travel expenses, tuition fees, and/or course materials.
- (i) If the activity only occurs during the employee's normal working hours, the leave requests shall be submitted to the supervisor and such leave shall not be unreasonably withheld. The supervisor will respond within five (5) working days of the request. Should leave not be granted, the reasons for same shall be provided in writing by the supervisor. Once the leave is approved, it is with pay. Any dispute arising as a result of a leave denial, shall be referred to the Labour/Management Committee.
- (j) Where such leave is granted, it shall only be for a period sufficient to cover attendance at the activity, plus travel time.
- (k) The supervisor, on behalf of the Employer, has the sole discretion to determine if the replacement is necessary.
- (l) The Joint Committee shall receive a monthly printout of the budget summary.
- (m) Annually, the Joint Committee will provide the Chair of the Bargaining Committee, a copy of the budget and financial records which show the specific allocations and expenditures. In addition, a report from the Joint Committee shall be a standing item on the Labour/Management Committee agenda.

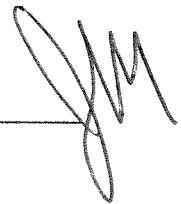
- (n) None of the above is to be interpreted as limiting the discretionary power of the Joint Committee in assessing special and unique cases, and making a recommendation to the Labour/Management Committee.
- (o) In the event that an employee does not attend, fails or withdraws from an approved education and training activity, the Institute is authorized to commence payroll deductions until the amount paid by the Education and Training Fund has been deducted. A payback schedule shall be worked out by mutual agreement with the employee of the Institute.
- (p) If an employee terminates employment with the Institute prior to completion of an approved education and training activity, the Institute is authorized to deduct the total fee from the employee's final paycheck.
- (q) The Joint Committee shall send a notice to all BCGEU staff, to encourage applications. Funding may be approved retroactively, and will not be carried over into the next fiscal year. The Joint Committee will make recommendations regarding disposition of any money in the fund not committed for expenditure near the end of the fiscal year, to the Labour/Management Committee.
- (r) The Labour/Management Committee shall monitor the operation of this clause and may, from time to time, recommend appropriate procedural/structural changes to the parties.
- (s) On or before 60 days prior to the end of a fiscal year, the Joint Education and Training Fund Committee will advise the Labour/Management Committee as to any expected remaining balance in the Fund.
- (t) The Labour/Management Committee will develop plans for the distribution of any remaining funds and will advise the Joint Education and Training Fund Committee of those plans prior to implementation.

Agreed to



Signed on behalf of the Union

Signed on behalf of the Employer



Dated: _____, 2012

LETTER OF UNDERSTANDING X – New

RE: Education and Training

The Parties will form a joint committee to discuss the following:

1. Application and operation of Clause 32.3 (Training Courses Required by the Employer) - Compulsory Training;
2. Application and operation of Clause 32.4 (Staff Development Jointly Administered);
3. Application and operation of Clause 32.5 (Joint Administration of Staff Development Fund) - as it may apply to 1 and 2 above; and
4. Application and operation of Clause 32.6 (Justice Institute Courses).

The Committee will form with equal appointments, consisting of two members of the BCGEU and two management appointments. The BCGEU Staff Representative and Director of Human Resources or his designate are entitled to, and may also, attend Committee meetings.

The Committee shall meet within 30 days of ratification of the collective agreement and will complete its work by July 1, 2013.

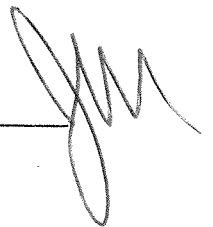
The Committee will make recommendations regarding points 1 to 4 above to the bargaining principals, resulting in no additional cost to the employer. Any recommendations to be adopted by the Parties are subject to ratification by the Parties' principals.

Agreed to



Signed on behalf of the Union

Signed on behalf of the Employer



Dated: _____, 2012

JIBC and BCGEU

Memorandums of Understanding, Letters of Understanding, and Appendix 4

Renew the following:

- MOU #2 Stewards At Step 2 of the Grievance Procedure
- MOU #3 Union/Management Joint Training
- LOU#1 Exchange Program
- LOU #3 Supporting the Role of the Steward
- LOU #4 Human Resources Database
- LOU #5 System-Wide Electronic Job Registry
- LOU#6 Pension Plan

Delete the following:

- Appendix 4 Excluded Positions

Agreed to:



Signed on behalf of the Union

Signed on behalf of the Employer



Dated: _____

February 6, 2013

Tabled February 6, 2013

Amend Appendix 1A – Grid Placement as follows:

UPDATED TO REFLECT CURRENT as of February 6, 2013

| Position Titles | Wage Grid | |
|--|----------------------|-----------------|
| Accounts Clerk | 9 | 7 * |
| Library Assistant | 9 | 7 * |
| Stockworker | 9 | 7 * |
| Receptionist (2nd floor) | 9 | 7 * |
| Receptionist/Program Assistant | 9 | * |
| Accounts and Travel Clerk | 9 | * |
| Accounts Payable Clerk | 9 | * |
| Accounts Payable/Accounts Receivable Clerk | 9 | * |
| Administrative Assistant | 9 | * |
| Exam Invigilator, Lower Mainland | 9 | * |
| Program Assistant | 9 | * |
| Information Desk Receptionist | 9 | * |
| Registration Records Representative | 9 | * |
| Room Booking Representative | 9 | * |
| Accounts Receivable Invoicing Clerk | 9 | * |
| | | |
| Administrative/Research Assistant | 11 | * |
| Administrative Assistant – Finance & Administration | 11 | * |
| Building Maintenance Worker | 11 | * |
| Library Technician | 11 | * |
| Printshop Services Operator | 11 | * |
| Student Services Centre Representative | 11 | * |
| Registration Officer | 11 | * |
| Technical Assistant | 11 | * |
| Stores Clerk | 11 | 9 |
| Program Representative | 11 | * |
| Program Administrator | 11 | 9 * |
| Program/Editorial Assistant | 11 | 9 * |
| Administrative Development Assistant | 11 | TBR |
| Accounts Receivable Registration/Finance Support Clerk | 11 | TBR |
| | | |
| Marketing and Research Assistant | 13 | 11 * |
| Facilities Assistant | 13 | * |
| Facilities Administrator | 13 | |
| Student Services Advisor | 13 | |

Tabled February 6, 2013

| Position Titles | Wage Grid | |
|--|----------------------|-------------------------------|
| Team Leader | 13 | * |
| Web Design Assistant | 13 | * |
| Senior Accounts Receivable Clerk | 13 | *TBR |
| Senior Accounts Clerk | 13 | * |
| Design & Social Media Administrator | 13 | * |
| Assistant to the Director (External Relations) | 13 | * |
| Web and Marketing Administrator | 13 | * |
| Computer Classroom and Client Support Analyst | 14 | |
| AV & Client Support Technician | 14 | |
| Supervisor, Administrative Services | 14 | * |
| Supervisor, Financial Services | 14 | * |
| Technical Support Analyst | 14 | |
| Financial Services Officer | 14 | * |
| Program Support Administrator | 14 | |
| Student Awards & Financial Aid Advisor | 14 | * |
| Administrative Assistant to VP, Finance & Administration | 14 | 14 * |
| Payroll Representative | 16 | 14 13 * |
| Client Support Analyst | 16 | |
| Systems/Circulation Librarian | 16 | |
| Systems Analyst/Report Writer | 16 | |
| Librarian, Reference & Instruction | 16 | TBR |
| Librarian, Reference & Electronic Resources | 16 | TBR |
| Assistant to the Dean | 16 | * |
| Supervisor, Administrative Services & Assistant to the Dean | 16 | * |
| Fire Technician | 16 | 13 TBR |
| Simulation Systems Technician | 16 | |
| Registration Services Advisor | 18 | 14 |
| Auditor, Security Training Programs | 18 | * |
| Multimedia & Blackboard Technical Specialist | 18 | * |
| Client Support Technical Specialist | 18 | |
| Program Planner | 18 | |
| Web Communications Administrator | 18 | |
| International Program Administrator (formerly Cultural Liaison Officer) | 20 | 16 |
| Marketing & Special Events Advisor | 20 | 18 |
| Media Producer/Technician | 20 | |

Tabled February 6, 2013

| | | |
|---|----|--------------|
| Associate Librarian | 20 | TBR |
| Network Administrator | 20 | |
| Server Administrator | 20 | |
| Payroll Supervisor | 20 | * TBR |
| Senior Web Specialist | 20 | |
| Web Administrator | 23 | |
| Senior Accounting Supervisor | 23 | * |
| Systems Administrator – Database & Applications | 25 | |
| Network & Security Engineer | 25 | * |
| Librarian, Reference & Copyright | 25 | |
| Systems Administrator | 25 | |
| Systems Administrator, Core IT Systems | 25 | |
| Senior Registration Services Advisor | 25 | |
| Senior Institutional Research Analyst | 28 | |

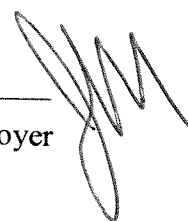
**salary grid range, last two (2) steps only*
TBR – to be rated

Agreed to:



Signed on behalf of the Union

Signed on behalf of the Employer



Dated: _____


Housekeeping


Change all numbers in the Collective Agreement as follows:

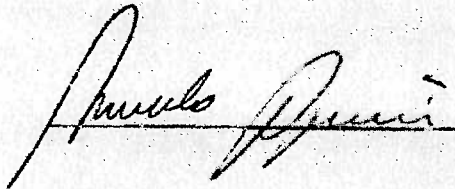
- Numbers less than ten, to word only; and
- Numbers 10 or greater, to number only

Change "article" to "clause", wherever necessary.

Agreed to


Signed on behalf of the Union


Signed on behalf of the Employer




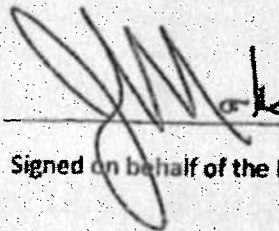
Dated: Dec 14/12

JIBC and BCGEU

Amend "WBC" or "Workers Compensation Board" to "WorkSafeBC" and "WCB regulations" and "Workers' Compensation Board Regulations" to "OH&S Regulation" wherever they appear in the Collective Agreement.

Agreed to:


Signed on behalf of the Union


Signed on behalf of the Employer

Dated: Dec. 14/12


Tabled November 15, 2012


ARTICLE 9 - ARBITRATION

9.4 Board Procedure

~~(c) Any single arbitrator or chairperson of a three-person Arbitration Board must, as a condition precedent to his/her engagement and remuneration, execute a contract in the form set out in Appendix 9 to this Agreement.~~

Agreed to:


Signed on behalf of the Union

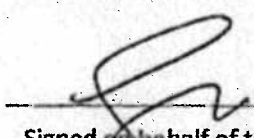

Signed on behalf of the Employer


Dated: Dec 14/12

9.9 Expedited Arbitration

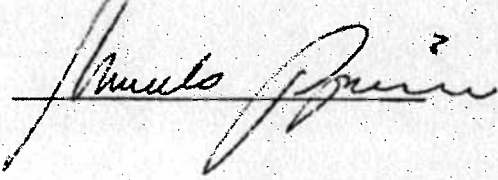
- (e) Expedited A arbitration awards shall be of no precedential value and shall not thereafter be referred to by the Parties in respect of any other matter.
- (g) A grievance determined by either Party to fall within one (1) of the categories listed in (b) above, may be removed from the expedited arbitration process at anytime prior to hearing and forwarded to a regular arbitration hearing pursuant to Article 9.02 9.2.

Agreed to:


Signed on behalf of the Union


Signed on behalf of the Employer

Dated:



Dec. 14/12

ARTICLE 15 - SHIFT WORK


Preamble

Where the hours of operation require employees to be scheduled for work outside the standard hours listed in Article 14, work schedules shall be established by mutual agreement at the local level. The shift patterns shall be either five (5) days on and two (2) days off or four (4) days on and two ~~(2)~~ three (3) days off unless otherwise agreed to by the Parties to this Agreement. Once the shift patterns and the length of the meal period have been agreed to, the length of the workday will be as required to meet the annual hours outlined in Article 14 of this Agreement.

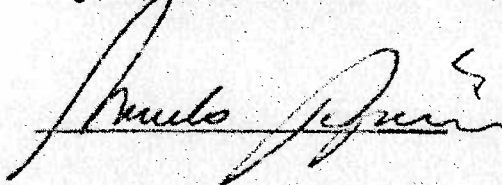
Agreed to:



Signed on behalf of the Union



Signed on behalf of the Employer



Signed on behalf of the Union

Dated: Dec 14/12

ARTICLE 13 – LAYOFF AND RECALL

13.6 Layoff

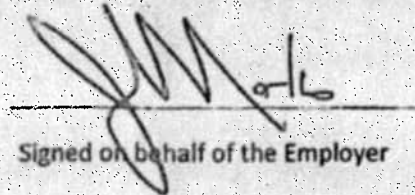
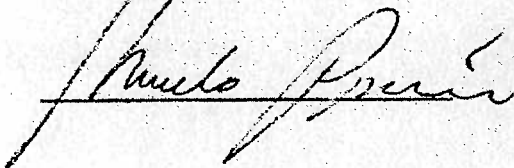
(c) Early Retirement

A regular employee who is age fifty-five (55) years or older and is entitled to receive a pension under the Public Sector Pensions Plans Act Pension (Public Service) Act or the Municipal Superannuation Act, as of the effective date of layoff, and who has opted for and is entitled to severance pay pursuant to this Article shall, upon application, be entitled to additional pensionable service equivalent in value, as determined by the appropriate pension board of trustees Superannuation Commissioner, to the severance pay compensation. Benefits under this provision shall not exceed the time that would be required to reach the employee's maximum retirement age.

Agreed to:



Signed on behalf of the Union



Signed on behalf of the Employer


Dated: Dec. 14 / 12

ARTICLE 17 - PAID HOLIDAYS

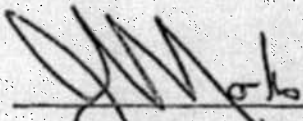
17.1 Paid Holidays

- (a) ~~It is understood that Heritage Day shall be recognized as a designated paid holiday upon proclamation.~~ Any other holiday proclaimed as a holiday by the Federal, Provincial or Municipal Government for the locality in which an employee is working shall also be a paid holiday.

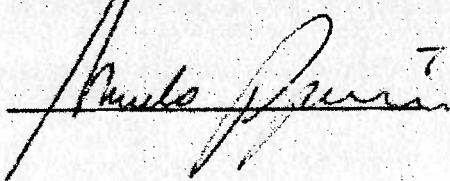
Agreed to:



Signed on behalf of the Union



Signed on behalf of the Employer



Signed on behalf of the Union

Dated: Dec 14/12

ARTICLE 18 - ANNUAL VACATIONS

18.1 Annual Vacation Entitlement

(c) — Employees of the Institute who, immediately prior to their appointment to the Institute, were employed by the Province of British Columbia pursuant to the *Public Service Act* as of July 1, 1974, and who were entitled to vacation leave shall continue to be entitled to special vacation leave which, in addition to their normal vacation leave, shall not exceed twenty (20) working days.

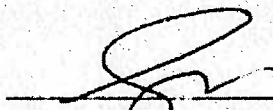
(d) War Service

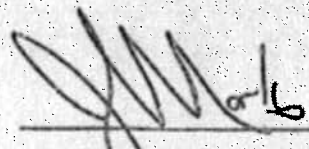
Service with the Active Forces of the Crown during any war may be counted in the calculation for vacation leave entitlement after the employee has completed one (1) year's service with the Institute.

This regulation applies solely to those who served as members of the Commonwealth Forces.

Discharge Certificates must be presented before War Service is recognized. Any war service with Her Majesty's Forces may be added to his/her period of service with the Employer for the purpose of computing the required service for the additional vacation leave privilege.

Agreed to:


Signed on behalf of the Union



Signed on behalf of the Employer


Dated: Dec 14/12

18.4 Vacation Pay

- (b) ~~When a payday falls during a regular employee's vacation, the employee shall be entitled to have the paycheque forwarded to a mailing address supplied by the employee in writing.~~

Agreed to:


Signed on behalf of the Union


Signed on behalf of the Employer



Dated: Dec 14/12

ARTICLE 18 – ANNUAL VACATIONS

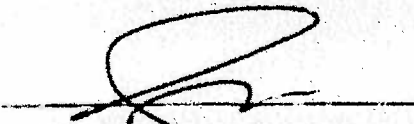
18.6 Vacation Carryover

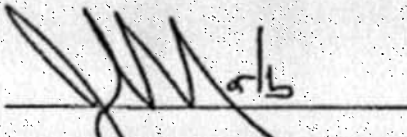
- (a) An employee may carry over up to ten (10) days' vacation leave per vacation year except that such vacation carryover shall not exceed fifteen (15) days at any time. Employees in their first partial year of service, who commenced employment prior to July 1st of that year, may carry over up to five (5) days' vacation leave into their first vacation year. Except as provided in Clause 18.2(a)(2), an employee shall not receive cash in lieu of vacation time except upon termination, resignation or retirement.

18.8 Vacation Leave on Retirement

An employee scheduled to retire and to receive a pension ^{keep superannuation} ~~superannuation~~ allowance under the ~~Pension~~ ^{Public Sector Pensions Plans Act} (Public Service) Act ~~Public Sector Pensions Plans Act~~ or who has reached the mandatory retiring age, shall be granted full vacation entitlement for the final calendar year of service.

Agreed to:


Signed on behalf of the Union


Signed on behalf of the Employer


Dated: Dec 14/12


ARTICLE 20 – SPECIAL AND OTHER LEAVE

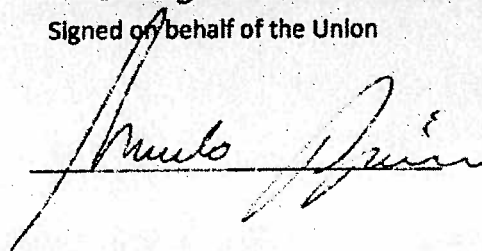
20.1 Bereavement Leave

20.1 (d) Where established no cultural or religious practices provide for ceremonial occasions other than the bereavement period in (a) above, the bereavement leave as provided in (a) above, if any, may be taken at the time of the ceremonial occasion.

Agreed to:


Signed on behalf of the Union


Signed on behalf of the Employer




Dated: Dec 14/12

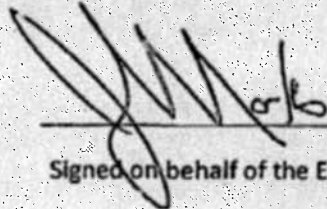
ARTICLE 27 – PAYMENT OF WAGES AND ALLOWANCES

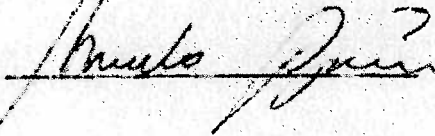
Clause 27.1 Equal Pay

The Employer shall not discriminate between male and female employees by employing a person of one sex for any work at a rate of pay that is less than the rate of pay at which a person of the other sex is employed for similar or substantially similar work.

Agreed to:


Signed on behalf of the Union


Signed on behalf of the Employer



Dated:

Dec 14/12

JIBC and BCGEU

Clause 27.7 Salary Protection and Downward Reclassification of Positions.

~~(a) Effective June 21, 1986 an~~ An employee shall not have his/her salary reduced by reason of:

- (1) a change in the classification of his/her position or;
- (2) placement into another position with a lower maximum salary;

that is caused other than by the employee.

That employee shall not receive ~~negotiated~~ salary increases until the salary of the employee's new classification equals or exceeds the salary which the employee is receiving.

When the salary of the employee's new classification equals or exceeds the salary which the employee is receiving, the employee's salary will be implemented at the maximum step of his/her new classification.

That employee shall receive the full negotiated salary increases for his/her new classification thereafter.

~~(b) Prior to June 21, 1986 an employee shall not have his/her salary reduced by reason of:~~

- ~~(1) a change in the classification of his/her position; or~~
- ~~(2) placement into another position with a lower maximum salary;~~

~~that is caused other than by the employee.~~

The employee shall continue to receive fifty percent (50%) of the negotiated salary increases applicable to the employee's new classification until the salary of the employee's new classification equals or exceeds the salary which the employee is receiving.

When the salary of the employee's new classification equals or exceeds the salary which the employee is receiving, the employee's salary will be implemented at the maximum step of his/her new classification.

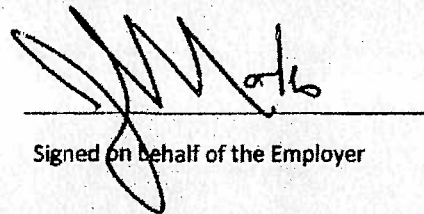
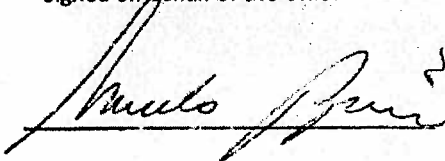
That employee shall receive the full negotiated salary increases for his/her new classification thereafter.

~~(c) Such changes in classifications or placements made pursuant to Article 13 and/or 32.13 are covered by (a) and (b) above.~~

Agreed to:



Signed on behalf of the Union



Signed on behalf of the Employer

Dated

Dec 14/12

Tabled November 15, 2012

ARTICLE 36 - HARASSMENT

36.2 Definitions

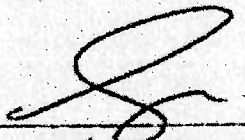
Anyone working at the JIBC, whether directly or indirectly employed by the JIBC, will be collectively known as "employees" for the purpose of this Article.

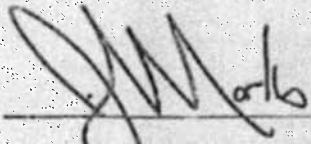
(a) Discrimination

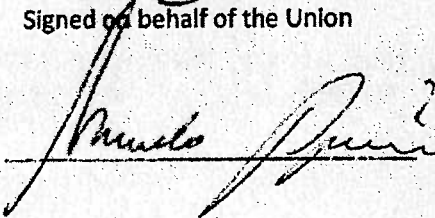
Discrimination refers to unfair treatment on the basis of any of the prohibited grounds in the BC Human

Rights Code: race, colour, ancestry, place of origin, religion, family status, ~~marital~~ marital status, physical disability, mental disability, sex, age, sexual orientation, political belief, or conviction of criminal or summary offence unrelated to employment, except where there is a bona fide occupational requirement.

Agreed to:


Signed on behalf of the Union


Signed on behalf of the Employer



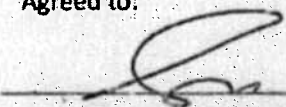
Dated: Dec. 14/12

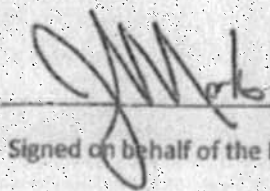
MEMORANDUM OF AGREEMENT #1
BETWEEN
JUSTICE INSTITUTE OF B.C.
AND
B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION

The Parties agree that ~~three~~ six (6) (3) Program Planner positions will be transferred to the BCGEU bargaining unit on July 1, 2005 and that the transfer of Lori Bodin, Sue Crosato, Marc Guay, Barbara Hunter, Celia Quigley and Evelyn Wong as incumbents, will be in accordance with the following:

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

Agreed to:


Signed on behalf of the Union


Signed on behalf of the Employer

Dated: Dec. 14/12

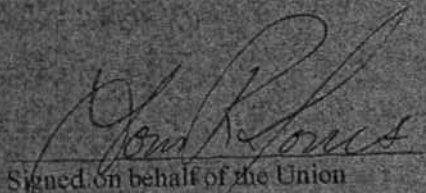
HOUSEKEEPING

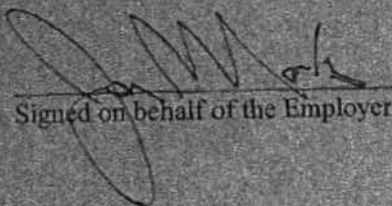
Change all numbers in the Collective Agreement as follows:

- numbers less than ten to word only; and
- numbers greater than ten to number only

Change "article" to "clause", wherever necessary.

Agreed to


Signed on behalf of the Union


Signed on behalf of the Employer

Dated: Sept 2 2010

ARTICLE 12 - CAREER POLICY

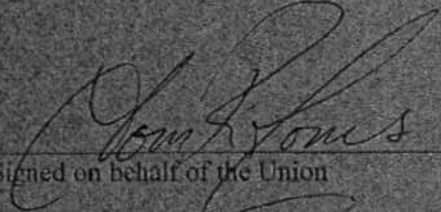
12.4 Appeal Procedure

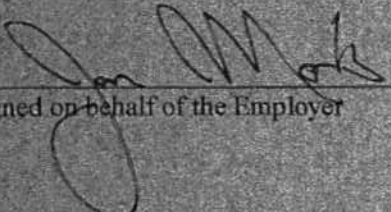
In the event that a dispute or grievance arises out of any of the matters under this Article, it shall be determined according to the grievance and arbitration procedure set out in Articles 8 and 9 of this Agreement.

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

(b) Notwithstanding Article 8 of this Agreement, such a grievance shall be initiated at the third step of the grievance procedure within fourteen (14) days of notification of the promotion, demotion, transfer or the filling of vacancies.

Agreed to


Signed on behalf of the Union


Signed on behalf of the Employer

Dated: Jan 2, 2010

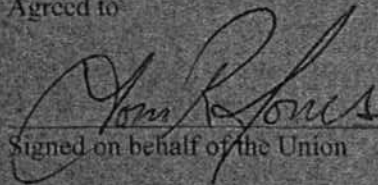
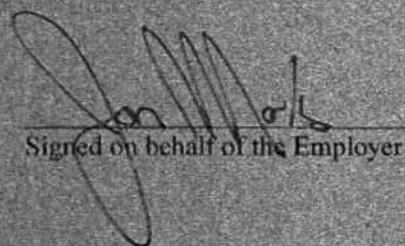
**ARTICLE 28 – JOB EVALUATION AND REQUESTS FOR
JOB EVALUATION REVIEW**

28.7 Resolution of Disputes

In the event that the JJEC cannot agree on the evaluation of a position, the Parties agree that an Employer representative and a BCGEU Representative have 30 calendar days to try to resolve the dispute.

Failing agreement of the referees, the matter will be referred to a fast track arbitration process developed by the JJEC. This process will be a maximum of three hours with ~~not~~ no outside counsel.

Agreed to


Signed on behalf of the Union
Signed on behalf of the Employer

Dated: Sept 20, 2010

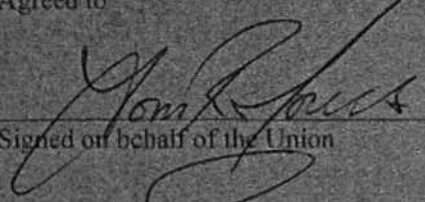
MEMORANDUM OF AGREEMENT #1

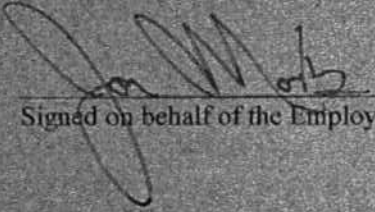
BETWEEN
JUSTICE INSTITUTE OF B.C.
AND
B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION

The Parties agree that ~~six (6)~~ four Program Planner positions will be transferred to the BCGEU bargaining unit on July 1, 2005 and that the transfer of Lori Bodin, Sue Crosato, ~~Mare Guay~~, Barbara Hunter, Celia Quigley and Evelyn Wong as incumbents, will be in accordance with the following:

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

Agreed to


Signed on behalf of the Union


Signed on behalf of the Employer

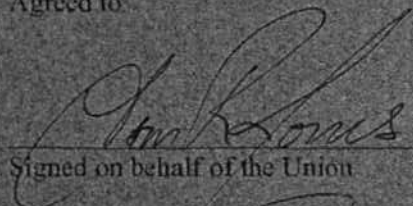
Dated: Sept 20, 2010

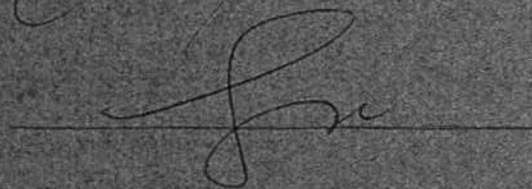
MEMORANDUM OF UNDERSTANDING #6

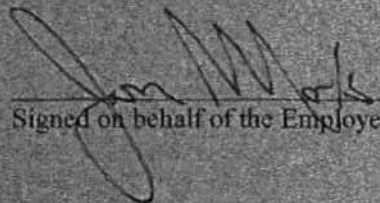
GENDER NEUTRAL JOB EVALUATION PLAN
(BENCHMARK IMPLEMENTATION INTO THE GNJE PLAN)

Work has been completed. Delete MOU#6.

Agreed to


Signed on behalf of the Union




Signed on behalf of the Employer

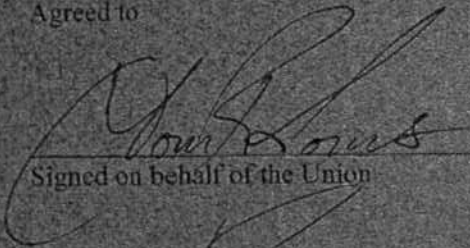
Dated: Jan 2, 2010

ARTICLE 12 – CAREER POLICY

12.7 Right to Appeal

Delete and move language to Clause 12.4

Agreed to


Signed on behalf of the Union


Signed on behalf of the Employer

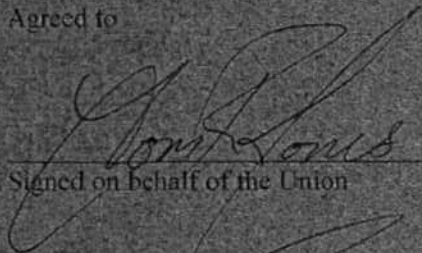
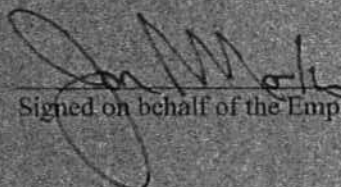
Dated: Sept 2, 2010

ARTICLE 20 - SPECIAL AND OTHER LEAVE

20.3 Family Illness

- (a) In the case of illness of a dependent child, spouse or parent of an employee, and when no one at the employee's home other than the employee can provide for the needs of the affected person, 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 (1) 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.
- (c) In the case of hospitalization of a child, spouse or parent of an employee, 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 (1) time for this purpose.
- (d) The Director, Human Resources and the Chief Union Steward may agree to grant leave under this clause for family members not listed.

Agreed to


Signed on behalf of the Union
Signed on behalf of the EmployerDated: Sept 2, 2010

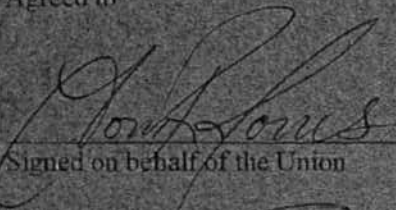
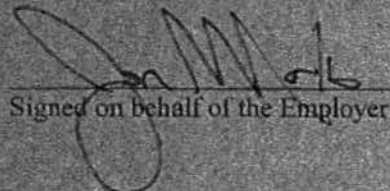
ARTICLE 24 - CONTRACTING OUT

24.2 Additional Limitation on Contracting Out

(a) In addition to, and without limiting any provision in this Agreement, the Employer will not contract out any work presently performed by the employees covered by a collective agreement which would result in the layoff of such employees, including a reduction in assigned workload.

(b) The Employer agrees to provide, upon request of the Union, copies of all purchase service agreements to the Bargaining Unit Chairperson and to discuss the contracts that are of concern to the Union. The Parties recognize the obligations of the Employer under Freedom of Information and Protection of privacy legislation and agree to maintain confidentiality of all private information in these contracts.

Agreed to


Signed on behalf of the Union
Signed on behalf of the Employer

Dated: Sept 2, 2010

ARTICLE 32 – EDUCATION AND TRAINING

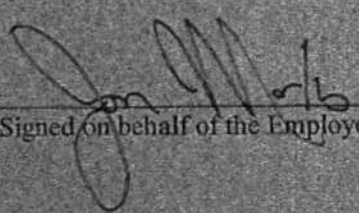
32.6 Justice Institute Courses

Employees may take any course offered by the Justice Institute without charge, on the employee's own time, provided that:

- (1)(a) the employee satisfies normal course prerequisites; and
- (2)(b) no fee paying student is displaced

Agreed to


Signed on behalf of the Union


Signed on behalf of the Employer

Dated: Sept 2, 2010

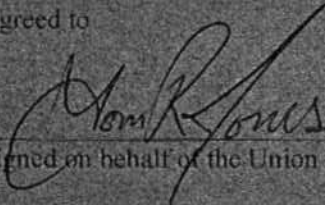
**ARTICLE 28 – JOB EVALUATION AND REQUESTS FOR
JOB EVALUATION REVIEW****28.6 Change in Classifications**

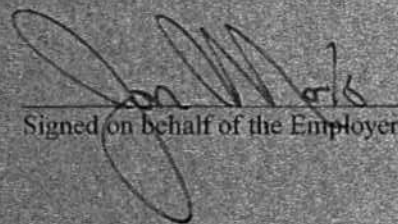
Changes in classification may occur as a result of:

- (a) a decision by the Employer consistent with an assigned change in the duties of the position; or
- (b) a request by the employee, following an assigned change in the duties of the position, or where the employee can demonstrate a substantive change or changes in the duties of the position; or
- (c) an arrangement between the Parties at Step 3 of the grievance procedure; or
- (d) a decision by the Arbitrator following referral to Article 28.67 of a dispute not resolved via Article 28.5(e) above; or
- (e) collective bargaining.

If a position is rated lower as a result of the implementation of the Job Evaluation Plan, the incumbent shall remain at his/her current pay level and will continue to receive negotiated wage increases. When the incumbent vacates the position, the position will be posted and filled at the job level established by the JJEC.

Agreed to


Signed on behalf of the Union


Signed on behalf of the Employer

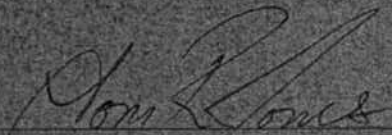
Dated: Sept 20, 2010

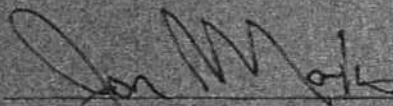
LETTER OF UNDERSTANDING #7

LABOUR MARKET ADJUSTMENT

Delete

Agreed to


Signed on behalf of the Union


Signed on behalf of the Employer



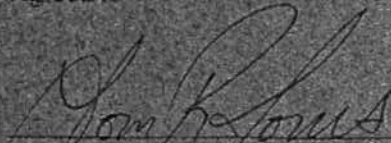
Dated: Sept 2, 2010

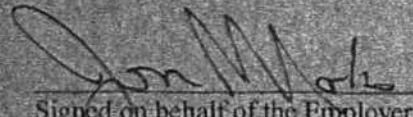
LETTER OF UNDERSTANDING #8

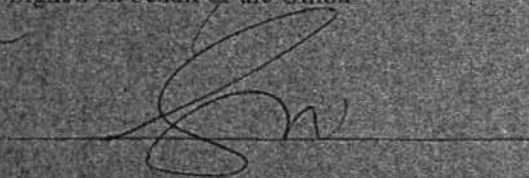
FISCAL DIVIDEND

Delete

Agreed to


Signed on behalf of the Union


Signed on behalf of the Employer



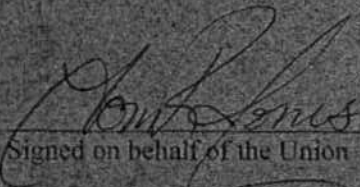
Dated: Sept 2, 2010

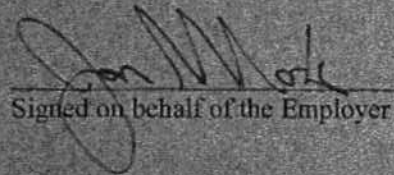
LETTER OF UNDERSTANDING #9

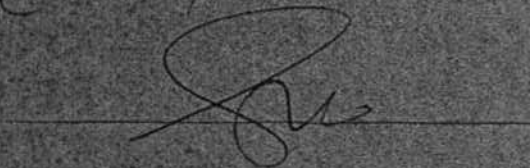
JOINT EARLY INTERVENTION SYSTEM FOR EMPLOYEES
ON SICK LEAVE OR DISABILITY

Delete

Agreed to


Signed on behalf of the Union


Signed on behalf of the Employer



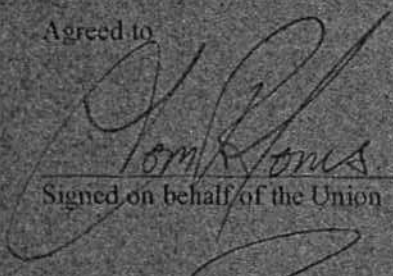
Dated: Sept 2, 2010

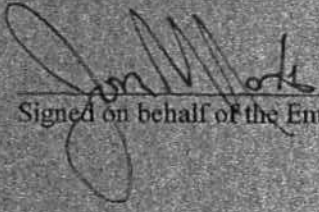
LETTER OF UNDERSTANDING #10

INCENTIVE PAYMENT

Delete

Agreed to


Signed on behalf of the Union


Signed on behalf of the Employer

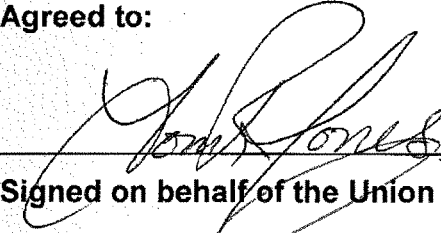
Dated: Sept 2, 2010

ARTICLE 2 - UNION RECOGNITION AND RIGHTS


2.1 Bargaining Unit Defined

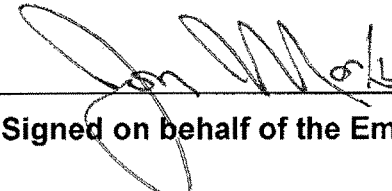
- (a) The bargaining unit is the unit for collective bargaining for which the B.C. Government and Service Employees' Union is voluntarily recognized by the Employer, and includes:
- (1) all employees of the Justice Institute of British Columbia, except those primarily engaged in teaching functions, and except those excluded by virtue of the provisions of the *College & Institute Act*, and except those holding positions currently excluded as Managerial and/or confidential. (See Appendix 4).
- (b) Incumbents of new positions established by the Employer shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement or by virtue of a decision of a mutually agreed upon arbitrator.
- (c) (1) When the Employer wishes to commence negotiation for the exclusion of a position from the bargaining unit, it shall notify the Union in writing. The Employer will provide to the Union a copy of the organization chart for the immediate branch or program where the position is located, a copy of the position's job description and a copy of the job description for the position which supervises the applied for position.
- (2) The Parties will then commence discussions with a view to reaching a mutually agreeable resolution to the exclusion status of the position. Such discussions shall include an interview with the incumbent and his/her immediate supervisor. Where the position is vacant, the supervisor shall be interviewed. These interviews may be waived by mutual agreement.
- (3) If no agreement is reached or if no response is received from the Union within ~~ninety (90)~~ sixty (60) days of the date of notification in (1) above, the Employer may refer the matter to arbitration and have it heard by an arbitrator from a mutually agreeable list of arbitrators.
- (4) Where a matter has been referred to arbitration, the arbitrated decision, if any, will be deemed to be binding on the Parties.

Agreed to:



Signed on behalf of the Union





Signed on behalf of the Employer

Dated: Sept 24, 2010

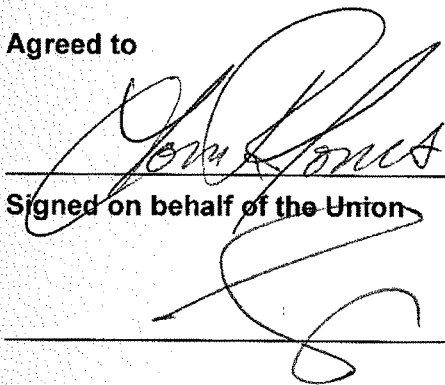
APPENDIX 4

EXCLUDED POSITIONS

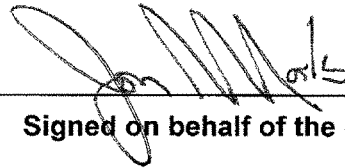
The Parties will immediately review all positions currently treated as excluded from the BCGEU bargaining unit. Any conflicts over the status of these positions shall be resolved pursuant to the Collective Agreement.

The Parties recognize that there is an outstanding grievance pertaining to Appendix 4. as such, the Parties agree that pending the outcome of this grievance, Appendix 4 will become a housekeeping item and will not be renewed in the next Collective Agreement.

Agreed to



Signed on behalf of the Union



Signed on behalf of the Employer

Dated: Sept. 24, 2010

ARTICLE 18 – ANNUAL VACATIONS

18.6 Vacation Carryover

- (a) An employee may carry over up to ten (10) days' vacation leave per vacation year except that such vacation carryover shall not exceed fifteen (15) days at anytime. Employees in their first partial year of service, who commenced prior to July 1st of that year, may carry over up to five (5) days' vacation leave into their first vacation year. Except as provided in Clause 18.2(a)(2), an employee shall not receive cash in lieu of vacation time except upon termination, resignation or retirement.
- (b) A single vacation period which overlaps the end of a calendar year (December 31st) shall be considered as vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to but adjoining December 31st shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.
- (c) The restrictions with respect to carry over in this clause do not apply in situations where the Employer, as a result of an emergency, does not permit the employee to commence previously approved vacation time prior to the end of the calendar year. In such case(s), any additional vacation time carried over as a result of this exception will be converted to an amount of time off equivalent to the value of the original deferred vacation based on the rate of pay at which it was earned. The restriction regarding cash in lieu of vacation continues to apply in the case of cancellations due to an emergency.

Agreed to


Signed on behalf of the Union

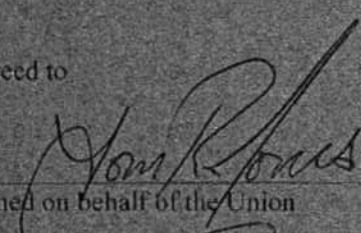

Signed on behalf of the Employer

Dated: Sept. 24, 2010

ARTICLE 20 – SPECIAL AND OTHER LEAVES**20.X Deferred Salary Leave Plan**

All full-time and part-time regular employees at the Justice Institute of BC may apply for leave under this clause. The Employer's policy on the Deferred Salary Leave Plan shall be made available to all employees.

Agreed to


Signed on behalf of the Union
Signed on behalf of the EmployerDated: Sept 20 2010

28.5 Job Evaluation Review Request Procedure

(a) When an employee feels that there is conflict between the position description and the duties he/she is required to perform or that the position is improperly classified, the employee shall discuss with the matter with his/her immediate supervisor. The Employer or any employee who believes that the position is improperly classified may submit the matter to the JJEC for determination, by following the process described below.

(b) Position Questionnaire Method

For positions that do not have a detailed job description available, the The position questionnaire will be available at each campus. The employee will complete, sign and date a position questionnaire, developed by the JJEC, and forward it to his/her supervisor to review and comment. The employee shall keep a copy of the questionnaire submitted to the supervisor. The supervisor will forward the position questionnaire to the academy/division director for review and signature.

(c) Job Description Method

For positions that have detailed job descriptions available, the employee shall meet with his/her supervisor to identify and discuss any changes and/or additional duties. A form, to be developed by the JJEC, will be completed and submitted to the academy/division director for review.

(d) A copy of the supervisor's and director's responses will be provided to the employee.

(e) The **academy/division director** supervisor will forward the **Job Evaluation** request and completed questionnaire to the JJEC, within fourteen (14) **working** days of receipt from the employee.

(f) Within sixty (60) **calendar** days of receiving the request, the JJEC will notify the Employer and the affected employee of its decision in writing. The Committee will provide in writing the reason for its decision.

(g) The effective date of any retroactivity resulting from a change in job level, is the date the **job evaluation request and supporting documents** position questionnaire is are submitted to the JJEC, or fifteen (15) **working** days from the date that the supervisor received the questionnaire, whichever occurs first.

Agreed to


Signed on behalf of the Union


Signed on behalf of the Employer

Dated: September 20, 2010

28.12 New Position

- (a) When a position not covered under Appendix 1A is established during the term of the Agreement, the Employer shall consult with the Union's co-chair of the JJEC or designate, as to rate of pay.
- (b) If the parties are unable fail to agree within 3 working days of their first meeting as to the rate of pay, the Employer may implement the classification and the rate of pay. within (30) calendar days of their first meeting or other such period as agreed by the Parties, the Employer may implement the classification and the rate of pay. The Union may then refer this dispute to the fast track arbitration process developed by the JJEC (maximum three [3] hours with no outside counsel). In such case, on the appropriate placement of the new position on the salary grid, the position description and all supporting information and documents shall be forwarded to the JJEC within 60 calendar days.
- (c) Where the JJEC is unable to reach consensus as per (b) above, the matter will be resolved in accordance with article 28.7 – Resolution of Disputes
- (db) The employee and Supervisor will review the job description for any changes of job duties within twelve (12) months. If the employee believes his/her job has changed, the employee can request to review the job to determine if the job description should be revised. All new and or revised duties will be highlighted and/or bolded.
- The employee's Supervisor and Director will sign the Job Description and review form with comments. The Supervisor will forward the revised Job Description and review form to HR within 14 days of the date the employee signs the Job Description and review form. The amended job description and review form will then be forwarded to the JJEC for review.
- The JJEC will notify the employee of its decision within 60 calendar days of receiving the request.

If the Parties are unable to agree within thirty (30) calendar days of their first meeting or other such period as agreed by the Parties, the Employer may implement the classification and the rate of pay. The Union may then refer this dispute to the fast track arbitration process developed by the JJEC (maximum three [3] hours with no outside counsel).

Agreed to

Signed on behalf of the Union

Signed on behalf of the Employer

Dated: Sept 20, 2010

32.5 Joint Administration of the Staff Development Fund

- (a) For the purpose of administering this fund, the year shall be divided into three (3) periods with one-third ($\frac{1}{3}$) of the total amount in the fund allocated for expenditures in each period.
- (b) Applications received by December 1st, April 1st, and July 15th, will be reviewed and approved/rejected within thirty (30) days.
- (c) Applications received after the dates specified shall be date stamped, and will receive consideration by the Committee within thirty (30) days of receipt. Any grant approved will depend upon the availability of funds allocated to that expenditure period.
- (d) Any funds unexpended at the end of the period will be carried forward for expenditure in subsequent periods within any given fiscal year.
- (e) Preference shall be given to an application which clearly shows that the activity to be funded is part of the employee's plan for career development, over an application for funding for an activity unrelated to any plan.
- (f) Preference will be given to activities, courses, and/or programs offered by accredited recognized institutions, professional associations and/or schools. ~~an accredited, recognized institution, and/or, a professional association.~~
- (g) No single **employee** shall be sponsored for education and training at a total cost to the fund in excess of **six hundred and fifty dollars (\$650)** in one (1) fiscal year to be allotted as follows:
 - (1) activities shall be funded up to one hundred percent (100%) of the cost of tuition and/or course materials, not to exceed the total cost listed above;
 - (2) up to one hundred dollars (\$100) of the total cost may be used for travel expenses.
- (h) The fund shall be charged only for travel expenses, tuition fees, and/or course materials.
- (i) If the activity only occurs during the employee's normal working hours, the leave requests shall be submitted to the supervisor and such leave shall not be unreasonably withheld. The supervisor will respond within five (5) working days of the request. Should leave not be granted, the reasons for same shall be provided in writing by the supervisor. Once the leave is approved, it is with pay. Any dispute arising as a result of a leave denial, shall be referred to the Labour/Management Committee.
- (j) Where such leave is granted, it shall only be for a period sufficient to cover attendance at the activity, plus travel time.
- (k) The supervisor, on behalf of the Employer, has the sole discretion to determine if the replacement is necessary.
- (l) The Joint Committee shall receive a monthly printout of the budget summary.
- (m) Annually, the Joint Committee will provide the Chair of the Bargaining Committee, a copy of the budget and financial records which show the specific allocations and expenditures. In addition, a report from the Joint Committee shall be a standing item on the Labour/Management Committee agenda.
- (n) None of the above is to be interpreted as limiting the discretionary power of the Joint Committee in assessing special and unique cases, and making a recommendation to the Labour/Management Committee.
- (o) In the event that an employee does not attend, fails or withdraws from an approved education and training activity, the Institute is authorized to commence payroll deductions until the amount paid by

the Education and Training Fund has been deducted. A payback schedule shall be worked out by mutual agreement with the employee of the Institute.

(p) If an employee terminates employment with the Institute prior to completion of an approved education and training activity, the Institute is authorized to deduct the total fee from the employee's final paycheck.

(q) The Joint Committee shall send a notice to all BCGEU staff, to encourage applications. Funding may be approved retroactively, and will not be carried over into the next fiscal year. The Joint Committee will make recommendations regarding disposition of any money in the fund not committed for expenditure near the end of the fiscal year, to the Labour/Management Committee.

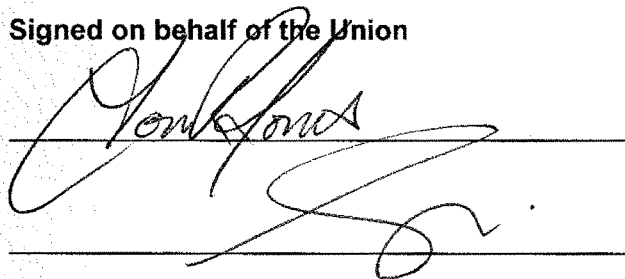
(r) The Labour/Management Committee shall monitor the operation of this clause and may, from time to time, recommend appropriate procedural/structural changes to the Parties.

(s) On or before 60 days prior to the end of a fiscal year, the Joint Education and Training Fund Committee will advise the Labour Management Committee as to any expected remaining balance in the fund.

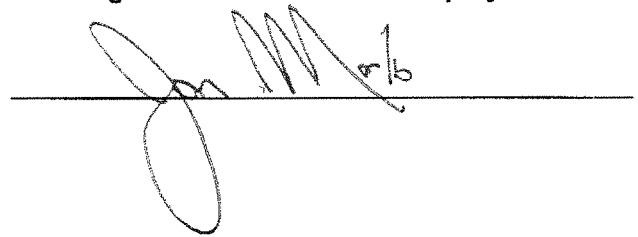
(t) The Labour Management Committee will develop plans for the distribution of any remaining funds and will advise the Joint Education and Training Fund Committee of those plans prior to implementation.

Agreed to

Signed on behalf of the Union



Signed on behalf of the Employer

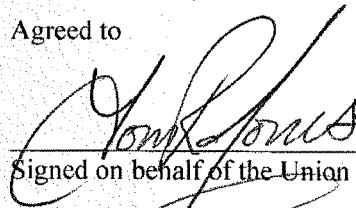


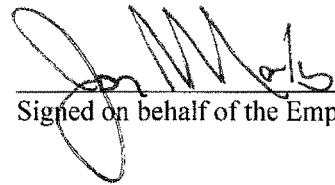
Dated: Sept. 24, 2010

LETTER OF UNDERSTANDING #2
SUBSTITUTION PROCESS

Delete

Agreed to


Signed on behalf of the Union


Signed on behalf of the Employer

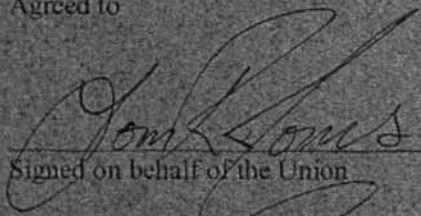
Dated: Sept 24, 2010

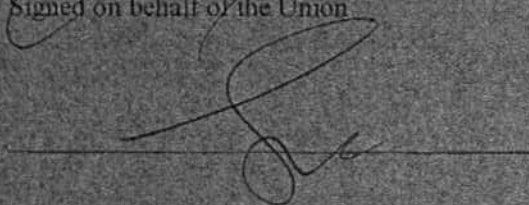
MEMORANDUM OF UNDERSTANDING #4

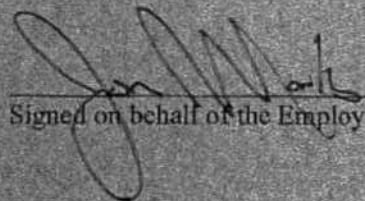
DEFERRED LEAVE PLAN

Agree to delete MOA#4 and make reference to the Employer's policy under Article 20 Special and Other Leave,

Agreed to


Signed on behalf of the Union




Signed on behalf of the Employer

Dated: SEP 2, 2010

MEMORANDUM OF UNDERSTANDING #5X
TELEWORK

The Parties agree that the Labour/Management Committee will review the Telework Policy recommended via the BCGEU and Provincial Government Master Agreement, with a view to recommending to the bargaining principals:

- a policy with respect to Telework;
- guidelines and training materials regarding implementation of telework projects for use by manager and employees; and
- a process to monitor any telework projects involving bargaining unit members.

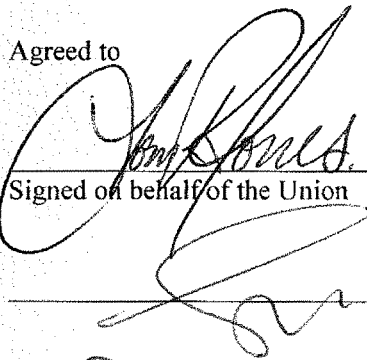
The Parties agree that the Labour Management Committee shall meet within 3 months of the signing of this agreement to discuss and explore the feasibility of Telework at JIBC.

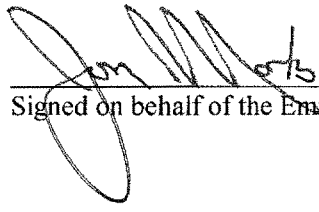
The purpose of this discussion is to explore:

- the feasibility of developing a Telework program for bargaining unit employees at JIBC, and
- the potential extent, application, and implementation of any Telework program.

This shall remain a standing item at the Labour Management Committee meetings until the Parties agree that the work contemplated in this Memorandum has been completed.

Agreed to


Signed on behalf of the Union


Signed on behalf of the Employer

Dated: Sept 24, 2010

Amend Appendix 1A – Grid Placement as follows:

UPDATED TO REFLECT CURRENT by May 1, 2010

| Position Titles | Wage Grid | |
|--|----------------------|----------------|
| Accounts Clerk | 9 | 7 * |
| Library Assistant | 9 | 7 * |
| Stockworker | 9 | 7 * |
| Receptionist | 9 | 7 * |
| Accounts and Travel Clerk | 9 | * |
| Accounts Payable Clerk | 9 | * |
| Accounts Receivable Clerk | 9 | * |
| Accounts Receivable Invoicing Clerk | 9 | * |
| Administrative Assistant | 9 | * |
| Call Centre Clerk | 9 | * |
| Exam Invigilator, Lower Mainland | 9 | * |
| Program Assistant | 9 | * |
| Information Desk Receptionist | 9 | * |
| Registration Representative | 9 | * |
| Registration Records Representative | 9 | * |
| Room Booking Representative | 9 | * |
| Tuition Revenue Clerk | 9 | * |
| Registration Officer | 11 | 9 * |
| Administrative/Research Assistant | 11 | * |
| Administrative Assistant – Finance & Administration | 11 | * |
| Budget Analyst | 11 | |
| Building Maintenance Worker | 11 | * |
| Library Technician | 11 | * |
| Printshop Services Operator | 11 | * |
| PTN Client Support Analyst | 11 | * |
| Registration Representative | 11 | * |
| Technical Assistant | 11 | * |
| Stores Clerk | 11 | 9 |
| Program Representative | 11 | * |
| Program Administrator | 11 | 9 * |
| Program/Editorial Assistant | 11 | 9 * |
| Administrative Development Assistant | 11 | TBR |
| Accounts Receivable Registration/Finance Support Clerk | 11 | TBR |
| Marketing and Research Assistant | 13 | 11 |
| Facilities Assistant | 13 | * |
| Facilities Administrator | 13 | |
| Marketing and Communications Assistant | 13 | |
| Payroll Representative | 13 | * |
| Student Services Advisor | 13 | |

| Position Titles | Wage Grid | |
|---|------------------|----------------|
| Team Leader | 13 | * |
| Web Design Assistant | 13 | * |
| Technician | 13 | |
| Senior Accounts Receivable Clerk | 13 | TBR * |
| Senior Accounts Clerk | 13 | 9 |
| Computer Classroom and Client Support Analyst | 14 | |
| AV & Client Support Technician | 14 | |
| Supervisor, Administrative Services | 14 | * |
| Supervisor, Financial Services | 14 | * |
| Registration Services Advisor | 14 | |
| Technical Support Analyst | 14 | |
| Web Technical Assistant | 14 | 11 |
| Financial Services Officer | 14 | 13 |
| Program Support Administrator | 14 | |
| Student Awards & Financial Aid Advisor | 14 | |
| Client Support Analyst | 16 | |
| Systems/Circulation Librarian | 16 | |
| Systems Analyst/Report Writer | 16 | |
| Librarian, Reference & Instruction | 16 | TBR |
| Librarian, Reference & Electronic Resources | 16 | TBR |
| Fire Technician | 16 13 | TBR |
| Simulation Systems Technician | 16 | |
| Cultural Liaison Officer | 16 | TBR |
| Auditor—schools | 18 | TBR |
| Auditor, Security Training Programs | 18 | * |
| Multimedia & Web CT Technical Specialist | 18 | TBR |
| Multimedia & Blackboard Technical Specialist | 18 | * |
| Senior Registration Services Advisor | 18 | 14 |
| Web Communications Administrator | 18 | |
| Marketing & Special Events Advisor | 18 | |
| Program Planner | 18 | TBR |
| Media Producer/Technician | 20 | |
| Associate Librarian | 20 | TBR |
| Reference Librarian | 20 | |
| Server Network Administrator | 20 | 23TBR |
| Web Administrator | 23 | 20 |
| Systems Administrator – Database & Applications | 25 | TBR |
| Network & Security Engineer | 25 | * |
| Institute Librarian | 28 | |

Position Titles

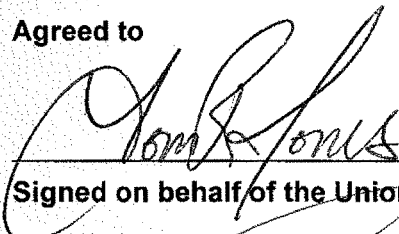
**Wage
Grid**

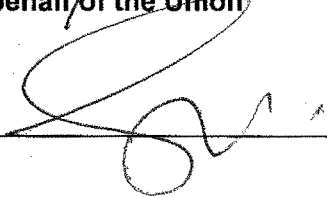
Systems Administrator
Systems Administrator, Core IT Systems

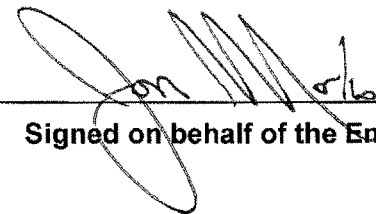
25 28
25 TBR

**salary grid range, last two (2) steps only
TBR – to be rated*

Agreed to



Signed on behalf of the Union




Signed on behalf of the Employer

Dated: Sept. 24, 2010

December 2, 2012

To the Union on December 2, 2012

TIME: 1:06 pm

2010-14 – Support Staff Compensation Template (CTT)

between

POST SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

("the Employers")

and

BRITISH COLUMBIA GOVERNMENT AND SERVICE EMPLOYEES' UNION ("BCGEU")

and

CANADIAN UNION OF PUBLIC EMPLOYEES ("CUPE")

and

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES ("COPE")

The parties have agreed that the following items will form part of the Memorandum of Settlement between them for the renewal of the local parties' collective agreements that expired in 2010. The parties agree to recommend this template to their respective principals.

All of the terms of the local collective agreements that expired in 2010 continue except as specifically varied below and by the other additions, deletions and/or amendments agreed to during local bargaining.

1. Term of Agreement

The term of the new BCGEU, CUPE, and COPE collective agreements shall be for forty-eight (48) months, effective from July 01, 2010 to June 30, 2014.

In the case of the College of New Caledonia and CUPE Local 4951, the term of the new collective agreement shall be for forty-nine (49) months, effective from June 01, 2010 to June 30, 2014.



2010-14 – Support Staff Compensation Template Table

4. New – Letter of Understanding – Post-Secondary Early Intervention Program

Effective the date of ratification of the local parties' Memoranda of Agreement, the Employers and the Unions agree to the Letter of Understanding - Post-Secondary Early Intervention Program which is attached to this Compensation Template as Schedule "1".

5. Housekeeping

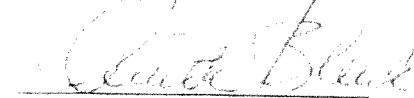
Effective the date of ratification, the Employers and the Unions agree to the following housekeeping amendments:

- (a) Delete the Letter of Understanding on the Fiscal Dividend which was agreed to in the 2006 round of bargaining;
- (b) Delete the Letter of Understanding on the Incentive Payment which was agreed to in the 2006 round of bargaining;
- (c) Delete the Letter of Understanding on the Labour Market Adjustment which was agreed to in the 2006 round of bargaining;
- (d) Delete the Letter of Understanding on the Joint Early Intervention Program for Employees on Sick Leave or Disability which was agreed to in the 2006 round of bargaining.

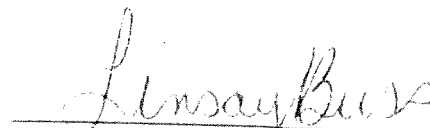
Signed by the Parties at Burnaby, British Columbia, on the December 2, 2012.

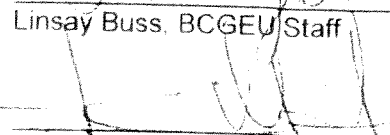
For the Employers:


Rob D'Angelo, PSEA, Chair


Anita Bleick, PSEA CEO

For the Unions:


Lindsay Buss, BCGEU Staff


Ian McLean, CUPE Staff