

COLLECTIVE AGREEMENT

between

**BCIT Faculty and Staff Association (BCIT FSA)
(the “Employer”)**

and

**Canadian Union of Public Employees Local 1004
(the “Union”)**

May 1, 2002 – April 30, 2005

Article 1: PURPOSE OF AGREEMENT

The purpose of this Agreement is to set forth and establish terms and conditions of employment and to provide for the prompt disposition of disputes so that efficient operations and harmonious relations may be maintained between the Employer and Employees to benefit both parties and the community they serve.

Article 2: RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive bargaining agent for all Employees of the Employer covered by this Agreement.
- 2.2 The Employer agrees not to enter into any agreement or contract with Employees covered by this Collective Agreement, individually or collectively, which in any way conflicts with the terms and conditions of the Collective Agreement except as provided for under Article 3.5.

Article 3: DUES CHECK-OFF AND UNION SECURITY

- 3.1 All Employees shall, as a condition of employment, acquire and maintain Union membership, and all Employees shall pay monthly dues to CUPE 2396. Such payment will be made by payroll deduction in accordance with the provisions of Section 16 of the *Labour Relations Code*.
- 3.2 The Employer shall forward the collected dues by cheque to the Treasurer of the Union within one month of such deduction.
- 3.3 On commencing employment, the **Executive Director** shall inform the Employee of the name(s) of the Steward and Representative. The Representative or Steward shall be given an opportunity to meet each new Employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new Employee with the benefits and duties of Union membership and responsibilities and obligations to the Employer and the Union. The Representative or Steward will also provide the new Employee with a copy of the Collective Agreement.
- 3.4.1 The Employer shall print two copies of the Agreement, at their own cost, for distribution to Management and the Union within thirty (30) days of signing the Agreement. An additional copy shall be circulated in electronic form on floppy disk to each employee.
- 3.5 There shall be no contracting out if such contracting out will result directly, or indirectly within twelve months (from the date the contracted work commences), in the layoff of bargaining unit members. The Employer shall advise the Union before contracting out any bargaining unit work. Bargaining Unit members working less

than full-time, shall have the right to apply for the work if such work will not result in their employment exceeding full-time employment.

Article 4: PICKET LINES

- 4.1 Employees shall not be required to cross legally established picket lines or to perform struck work.
- 4.2 In the event of a strike or lockout affecting BCIT, Employees will be assigned duties at a location designated by the **Executive Director** without loss of pay or benefits.

Article 5: UNION AND MANAGEMENT RIGHTS AND ACTIVITY

- 5.1 The Shop Steward and the grievor shall be allowed reasonable time during work hours without loss of pay to attend meetings with the Employer for the purposes of representing members, investigating, processing and presenting grievances.
- 5.2 One (1) Union member will be given time off with pay for the purposes of collective bargaining with the Employer. Negotiations shall be scheduled by mutual agreement.
- 5.3 Union Leave
 - 5.3.1 A Union member may request a Union Leave of Absence without pay for purposes relating to activities of the Union or any affiliated bodies. Such leave shall not be unreasonably withheld. Requests for such leave of absence shall be given priority over any other applications for leave, except bereavement, on the same day.
 - 5.3.2 The Employer agrees that any Employee who is on Union Leave shall continue to accumulate seniority and service-related benefits (ie. vacation) entitlement while on leave. Upon return from Union Leave, the Employee shall be entitled to return to their former position or equivalent. Where a Union Leave has exceeded two months, the Employee shall provide written notice of return which shall be equivalent to the required period of layoff notice to the bargaining unit member filling the position to which the Employee is returning.
 - 5.3.3 With respect to Union Leave, the Employer shall maintain the Employee's salary and all benefits for the period of leave of absence, and shall invoice the Union for the entire cost of such salary and benefits. The Union shall reimburse the Employer within sixty (60) days for the entire costs of salary and benefits assigned to the leave.

- 5.4 The Employer shall provide at the site of employment a bulletin board for Union business and announcements of interest to Union members. The location shall be in the business offices at a place mutually agreeable to the Union and the Employer.
- 5.5 The Union will notify the Employer in writing of the names of its representatives, including elected officers, Negotiating Committee members, and Shop Stewards.
- 5.6 The Employer will provide the Union with:
- 5.6.1 a list of Employees showing their names, addresses, classifications and rates of pay as of January 1 by January 31 of each year, and will advise the Union as changes occur;
 - 5.6.2 notification of hirings, resignations, retirements and deaths as they occur;
 - 5.6.3 a list of Employees' seniority as of January 1 by January 31 of each year;
 - 5.6.4 notification of discharges, suspensions and written warnings before they occur;
 - 5.6.5 copies of benefit plan documents plus relevant correspondence received from the carriers or from the British Columbia Institute of Technology Joint Benefit Review Committee.

Article 6: OTHER EMPLOYEE RIGHTS

6.1 Discrimination

The parties hereto subscribe to the principles of the Human Rights Code of British Columbia. The Employer and the Union agree that there shall be, except for reasons of bona fide occupational requirements, no discrimination with respect to an Employee's employment by reason of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, criminal or summary conviction that is unrelated to the employment of that person, nor by reasons of the Employee's membership or activity in the Union.

6.2 Sexual Harassment

The Employer and the Union recognize the right of all Employees to work in an environment free from sexual harassment. For the purposes of this clause and without limiting the foregoing, sexual harassment means sexually oriented verbal or physical behaviour which a reasonable individual would find to be unwanted or unwelcome, and which detrimentally affects the work environment. Both males and females can be sexually harassed by members of either sex. Sexual harassment may be repeated or persistent or may be a single serious incident.

6.3 Personal Harassment

Personal harassment is not grounds for grievance under this Collective Agreement. Nonetheless, the parties are agreed that satisfactory relationships between and among employees, management and elected officials are necessary for the effective delivery of FSA services. Where such relationships are contributing to the erosion of service delivery and effective operation, either party to the dispute may request that the **Executive Director** (or designate) hear the complaint and attempt to effect a resolution. The **Executive Director** (or designate) shall offer the services of an employer-paid mediator, where deemed appropriate or where such services may lead to the restoration of an effective relationship between the parties involved in the dispute.

6.4 Processing Complaints of Harassment

6.4.1 Employees may process complaints about harassment through the grievance procedure (Article 8), subject to the following changes:

6.4.1.1 Where the person who is the subject of the complaint (the Respondent) is the Employer representative at any stage of the grievance procedure, then the Union may bypass that stage of the procedure and shall present the grievance to another appointed Employer representative.

6.4.1.2 Employer and Union representatives in the course of investigating a complaint of harassment shall have due regard for the privacy and confidentiality of any and all persons involved in the complaint.

6.4.1.3 An arbitrator in the determination of a complaint of harassment shall take the interest of all parties in privacy and confidentiality in the determination of procedural and evidentiary matters, subject to the requirement of fairness to all parties.

6.4.1.4 Where the complainant and the respondent are both members of the bargaining unit, then the arbitrator seized with a grievance of harassment shall also have jurisdiction in respect of any grievance arising from related discipline of the respondent.

6.4.1.5 An Arbitrator has the authority to fashion a settlement which can include instructions designed to accommodate the needs of the complainant.

6.4.2 Employees against whom a grievance or complaint has been filed pursuant to this Article shall have the right to know what allegations have been made against them, and shall have the right to Union representation at all meetings and hearings where the Employee's presence is requested.

6.4.3 Complainants have the right to Union representation at all meetings, interviews and hearings where the complainant's presence is requested.

- 6.4.4 Time limits shall be waived for filing grievances under this Article; however, grievances filed beyond three (3) months after the last incident may be denied on the grounds of unreasonable delay. The Employer assumes the burden of proof of unreasonable delay.
- 6.4.5 If the complainant chooses to file a simultaneous complaint with the Human Rights Commission, the grievance procedure may be exhausted before the Human Rights complaint proceeds to hearing. However, a grievance cannot be denied solely on the grounds that the complaint has been lodged with the Human Rights Commission and the Commission chooses to act on the complaint.

Article 7: EMPLOYER RIGHTS

- 7.1 Except as this Agreement otherwise specifies and subject to the job descriptions appended to this Agreement, the Employer retains the right to assign duties and to manage and direct Employees. These rights shall be exercised in a fair and equitable manner and in good faith.
- 7.2 It is agreed by the parties that work done by FSA members, on behalf of the FSA, whether paid or unpaid, does not create an Employee/Employer relationship for purposes of this agreement.
- 7.3.1 The parties agree that some work of the Employer is work which requires that FSA management, members or Directors carry it out and that this work is a bona-fide part of the FSA's diverse union activities. Generally, examples of work that may be done by FSA management, members or Directors include:
- 7.3.1 developing membership education and awareness programs
 - 7.3.2 organizing Tech Reps
 - 7.3.3 responding to government commissions, task forces or inquiries
 - 7.3.4 providing input for policy development and the development of policy
 - 7.3.5 strike coordination
 - 7.3.6 negotiation of labour adjustments or FSA collective agreements
 - 7.3.7 appointment of FSA members to joint FSA/BCIT committees

Notwithstanding the above, FSA management, members and Directors may also perform some duties which may fall within the scope of job descriptions contained in this agreement.

- 7.4 The Employer will not have work carried out by elected officials or individuals appointed from among the membership of the FSA where it would result in the layoff or demotion of Employees.

Article 8: GRIEVANCE AND ARBITRATION PROCEDURE

- 8.1 An Employee or the Union may make the subject of a grievance any complaint with respect to the interpretation, application, operation or alleged violation of this Collective Agreement, including any question as to whether a matter is arbitrable.
- 8.2 A grievance shall be finally and conclusively settled in the following manner:
- 8.2.1 STEP 1 - The grievance shall be submitted in writing to the Assistant **Executive Director** (or designate) within ten (10) working days of the last occurrence of the dispute. The **Assistant Executive Director** (or designate) shall meet with the Employee and/or the Union and respond in writing to the grievance within five (5) working days.
- 8.2.2 STEP 2 - Failing a satisfactory resolution at STEP 1, the grievance may be referred in writing, within five (5) working days of the STEP 1 response, to the **Executive Director** (or designate, not including the person previously involved with the grievance at STEP 1). The **Executive Director** (or designate), shall meet with the Union and respond in writing to the grievance within five (5) working days of the meeting.
- 8.2.3 STEP 3 - Failing a satisfactory resolution at STEP 2, the grievance may be submitted to binding arbitration before a single arbitrator within five (5) working days of the STEP 2 response. The single arbitrator shall be mutually agreed upon by the Employer and the Union.
- 8.3 The grievor may attend all meetings in the grievance process.
- 8.4 The expenses and compensation of the single arbitrator shall be shared equally by the parties.
- 8.4.1 A single arbitrator shall be selected from the following list on a rotational basis:
- Emily Burke, David McPhillips, Joan McEwan**
- 8.4.2 The parties may use any of the above arbitrators (out of rotation) or any other arbitrator not listed by mutual agreement only.
- 8.5 The Employer shall grant leave without loss of pay or benefits to an Employee called as a witness by an arbitrator, the Employer or by the Union, or to an aggrieved Employee attending their arbitration hearing.
- 8.6 If any Employee has been disciplined, suspended or discharged under the provisions of Article 14 (Discipline), STEP 2 (Article 8.2.2) may be invoked directly, by-passing STEP 1 of the grievance procedure. In either event, the grievance must be filed within ten (10) days of the receipt of written notice of discipline issues under Article 14.1.

8.7 The timelines stipulated in this Article may be extended by mutual agreement.

8.8 **Labour/Management Meeting**

On the request of either party, the parties must meet at least once every 2 months until this agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the parties or any Employee bound by this agreement.

Article 9: EMPLOYEE DEFINITIONS

9.1 **Regular Employees**

A Regular Employee is defined as any person employed for a specific number of hours per week, with no specified end-date to the employment, and whose duties fall within the bargaining unit as defined in Article 2.1 of this Agreement. Where the specified number of hours per week is thirty-five (35), the Employee shall be full-time. Where the specified hours per week is less than thirty-five (35) hours per week, the Employee shall have the specified percentage of a full-time appointment.

9.2 **Temporary Employees**

9.2.1 A Temporary Employee is defined as any person employed for a specified period of week or months, either full-time or part-time, and whose duties fall within the bargaining unit as defined in Article 2.1 of this Agreement. Where the specified number of hours per week is thirty-five (35), the Employee shall be full-time. Where the specified hours per week is less than thirty-five (35) hours per week, the Employee shall have the specified percentage of a full-time appointment.

Temporary employees may be appointed for the following reasons:

- 9.2.1.1 to fill a temporary vacancy created by a Regular Employee who is away from their position for a specific and stated period of time; or
- 9.2.1.2 to fill a temporary vacancy caused by a temporary increase in workload; or
- 9.2.1.3 to meet a temporary shortage of expertise in a specific area.

9.2.2 No Temporary Employee shall be appointed for more than twelve consecutive months without the prior agreement of both parties.

9.3 **Casual Employees**

A Casual Employee is defined as any person employed on an hourly, call-in basis, and shall be paid at the specified Casual Employee hourly rate. The Employer shall

maintain a Casual Employee list. Call-in shall be based on seniority. Assigned duties shall be of a clerical and office support nature.

9.4 New Classifications

Should a new Employee classification be created during the life of this Collective Agreement, in addition to those positions described in the job descriptions appended to this Agreement (Appendices C -F), the parties will negotiate a rate of pay and other terms relevant to that position. In the event the parties cannot agree, these matters may be referred to arbitration provided in Article 8.2.3. Such new terms will be effective from the first day of the new classification.

Article 10: APPOINTMENT OF EMPLOYEES

10.1 Appointments

All new employees, or those employees who are promoted, reclassified, transferred, or appointed to a new position shall be given a Letter of Appointment prior to their start date stating their rate of pay and classification.

Article 11: PROBATION

11.1 Every new Employee shall be on probation for the first six (6) months of employment. The probation period may be extended by up to six (6) months by mutual agreement.

11.2 If no appraisal is carried out, an Employee's performance shall be deemed to be satisfactory.

11.3 During the period of probation the Employee's suitability for permanent employment shall be assessed on the basis of the Employee's

11.3.1 conduct,

11.3.2 quality of work and/or performance,

11.3.3 ability to work harmoniously with others

11.4 Upon successful completion of the probationary period, the Employee's name and hiring date shall be entered on the seniority list.

11.5 In the event that an Employee's appointment is terminated at any point during the probationary period or is not confirmed at the end of the probationary period, the Employer shall give at least two (2) weeks notice (or pay in lieu of notice) of the termination.

Article 12: JOB VACANCIES AND OTHER APPOINTMENTS

- 12.1 A job vacancy is created when an Employee resigns, is promoted, transferred or discharged from their position; or when an Employee is away from their position for a stated period of time greater than six (6) months, except lay-off; or when a new Full-time or Part-time position is created and posted.
- 12.2 If a job vacancy is not to be filled, the reason(s) shall be forwarded in writing to the Union within two (2) weeks of the vacancy occurring. If a job vacancy is to be filled, current Employees shall be notified a minimum of ten (10) working days before the end date established for applications, by posting on the Union Notice Board.
- 12.3 The Employer shall first review the internal applicants to ascertain whether they meet the requirements and qualifications of the posting. Such applications shall be offered an interview. If any such applicants are deemed qualified for the position, the applicant with the most seniority shall be offered the position.
- 12.4 Where no internal applicant is selected, the Employer may continue the selection process by reviewing the external applicants and interviewing and/or selecting a candidate.
- 12.5 If an internal applicant is appointed to the position, and fails to meet the requirements of the three (3) month trial period, they shall be returned to their previous position with no loss of seniority and at the wage or salary applicable to their former position. The trial period may be extended by up to an additional three (3) months by mutual agreement.
- 12.6 Any other employee promoted or transferred because of the rearrangements of positions shall also be returned to their former position with no loss of seniority and at such wage or salary applicable to such former position.

Article 13: SENIORITY, LAYOFF AND RECALL

- 13.1 Seniority means the entire period of employment (including temporary work and service with the Employer prior to the certification of the union) with the Employer from the date of hire.
- 13.2 During all leaves of absence from work, except as stated in 5.3.2, an Employee's seniority shall remain unchanged.
- 13.3 Order of Layoffs

Lay-offs shall occur in reverse order of seniority, subject to the ability of the remaining Employee(s) to perform the work available. Disputes on the issue of such ability may be referred directly to arbitration. The seniority placement of each Employee is given in Appendix A.

- 13.4 Employees shall receive one (1) month notice of lay-off or pay in lieu of notice for each year of service with the Employer for the first five (5) years of service and then one month for every two (2) full years of service thereafter, to a maximum of twelve (12) months pay in total.
- 13.5 Where an Employee has completed less than one full year of service with the Employer at the time of lay-off, the Employee shall receive notice of lay-off or pay in lieu of notice of one week.
- 13.6 Right of Recall

For a period of one year (1) following the date of layoff, Employees shall have the right of recall to any position for which they are qualified. Recall will be in order of seniority.

Article 14: DISCIPLINE

- 14.1 Discipline shall be both immediate and reasonable, and the Employer shall not dismiss, suspend, demote, or discipline an Employee bound by the Collective Agreement except for just cause and shall give written notification of, and reasons for, the action taken.
- 14.2 An Employee shall have a Union representative present at any discussion with the Employer which could form the basis of disciplinary action. Where the Employer intends to interview an Employee for disciplinary purposes, the Employer shall notify the Employee in advance of the purpose of the interview, in order that the Employee may schedule with a Union Representative to attend at the interview.

Article 15: HOURS OF WORK

- 15.1 All hours of work shall be scheduled between the hours of 8:30 AM and 6:00 PM Monday to Thursday, and 8:30 AM to 4:30 PM on Friday, exclusive of meal periods, unless alternate arrangements have been made pursuant to Article 15.3.
- 15.2 Daily starting and quitting times for the Senior Grievance Officer and for each Grievance Office shall depend on individual workloads and appointments.
- 15.3 The Employer and the Union support the concept of modified work schedules when they have a positive effect on operations.
- 15.3.1 No modified work schedule shall be implemented without the agreement of the parties and the affected Employee.
- 15.3.2 An Employee on a modified work schedule will continue to be paid their regular salary and any overtime will be reconciled and paid at the end of the monthly pay period.

- 15.3.3 The Employee, the Union or the Employer may terminate a modified work schedule by providing twenty (20) working days notice to the other parties.
- 15.3.4 Modified work schedules under this Article constitute an approved flexible work schedule for the purposes of Section 38 of the Employment Standards Act.
- 15.3.5 Notwithstanding Article 15.1, the Employer may modify an Employee's work schedule in order to extend hours of operation to 7:00 PM. Such modification shall be implemented only as a temporary measure, for a stated period of time not to exceed the length of up to five (5) months in any instance. Such modification shall require notice to the Union and the Employee concerned of not less than two calendar months. Where the Employee concerned wishes to do so, they may seek a volunteer from among the employees in the same or similar classification to undertake the assigned schedule. The Employer shall seek volunteers prior to naming a designated Employee for the assigned schedule. No shift differential shall be paid for this modified schedule. All employees shall revert back to their original work schedules at the end of the temporary change in work schedule.
- 15.4 Outside the hours specified in Article 15.1, no Employee will be assigned hours during which the office is open to the public/members, which would result in that Employee working alone.
- 15.5 Following issuance of a strike or lockout notice by the FSA, BCIT or any other union at the BCIT campus, the Employer shall have the right to schedule staff between the hours of 6:00 AM and midnight on three (3) calendar days notice.
- 15.5.1 If any employee is required to work outside their normally scheduled hours of work, as per Article 15.1 or any approved modified work schedule, then the Employee shall receive a shift differential of \$1.00 per hour for the entire shift. Such shift differential shall not apply to the provisions of Article 16 (Overtime).
- 15.5.2 Members of the bargaining unit may apply for compassionate exemption from such duty to the Shop Steward and the **Executive Director**. Where the Shop Steward and the **Executive Director** agree, the exemption may be granted for a specified period of time.

Article 16: OVERTIME

- 16.1 All hours worked in excess of the seven (7) hour work day shall be overtime and paid at the rate of one hundred and fifty percent (150%) of the Employee's hourly rate of pay for the first three (3) hours and two hundred percent (200%) of the Employee's hourly rate of pay thereafter.
- 16.2 All time worked on Saturdays, Sundays, Statutory or General Holidays, or on a Part-Time Employee's day of rest shall be considered overtime and paid at the rate of two hundred percent (200%) of the Employee's hourly rate of pay.
- 16.3 Time Off In Lieu of Overtime Payment
- 16.3.1 Notwithstanding the foregoing, overtime earned by an Employee may be banked and taken as time off in lieu of overtime payment at a time mutually agreed between the Employee and the **Executive Director**.
- 16.3.2 Time off in lieu of payment for overtime shall be calculated on the basis of the premiums specified in Articles 16.1, 16.2 and 16.3 above.
- 16.4 All overtime must be approved, in writing, by the **Executive Director** in advance to be eligible for the premium payments in Article 16.1 and 16.2.

Article 17: BREAK PERIOD AND MEAL PERIODS

- 17.1 There shall be two (2) twenty (20) minute paid breaks per day.
- 17.2 The meal period is unpaid and shall be either one hour or one-half hour at the discretion of the Employee.

Article 18: SALARIES

- 18.1 Upon hiring, each Employee shall be placed at the appropriate Step on the **salary** scale to reflect their years of direct experience in work equivalent to their classification. Following the completion of one year of employment with the FSA, the employee shall move to the next step on the salary scale until such time as the Employee is at the top step.
- 18.2 Where an employee has been employed by the FSA for twenty (20) years, and they are at the top step of their salary scale, their annual salary shall be increased by \$500, representing a Long Service Increment.

18.3 The following salary scales shall be in effect from May 1, 2002:

| | | 1-May-02 | 1-May-03 | 1-May-04 |
|----------------------------|---|--------------|--------------|--------------|
| Senior Grievance Officer | 1 | \$ 57,018.84 | \$ 58,729.41 | \$ 61,078.58 |
| | 2 | \$ 58,602.70 | \$ 60,360.78 | \$ 62,775.21 |
| | 3 | \$ 60,186.56 | \$ 61,992.15 | \$ 64,471.84 |
| | 4 | \$ 61,770.41 | \$ 63,623.53 | \$ 66,168.47 |
| | 5 | \$ 63,354.27 | \$ 65,254.90 | \$ 67,865.09 |
| | 6 | \$ 64,938.13 | \$ 66,886.27 | \$ 69,561.72 |
| | 7 | \$ 66,521.98 | \$ 68,517.64 | \$ 71,258.35 |
| Grievance Officer | 1 | \$ 47,515.70 | \$ 48,941.17 | \$ 50,898.82 |
| | 2 | \$ 49,099.56 | \$ 50,572.55 | \$ 52,595.45 |
| | 3 | \$ 50,683.42 | \$ 52,203.92 | \$ 54,292.08 |
| | 4 | \$ 52,267.27 | \$ 53,835.29 | \$ 55,988.70 |
| | 5 | \$ 53,851.13 | \$ 55,466.66 | \$ 57,685.33 |
| | 6 | \$ 55,434.99 | \$ 57,098.04 | \$ 59,381.96 |
| | 7 | \$ 57,018.84 | \$ 58,729.41 | \$ 61,078.58 |
| Office Systems Coordinator | 1 | \$ 38,405.40 | \$ 39,905.40 | \$ 41,405.40 |
| | 2 | \$ 39,430.55 | \$ 40,930.55 | \$ 42,430.55 |
| | 3 | \$ 40,455.70 | \$ 41,955.70 | \$ 43,455.70 |
| | 4 | \$ 41,480.85 | \$ 42,980.85 | \$ 44,480.85 |
| | 5 | \$ 42,506.00 | \$ 44,006.00 | \$ 45,506.00 |
| | 6 | \$ 43,531.15 | \$ 45,031.15 | \$ 46,531.15 |
| Financial Administrator | 1 | \$ 35,329.95 | \$ 36,829.95 | \$ 38,329.95 |
| | 2 | \$ 36,355.10 | \$ 37,855.10 | \$ 39,355.10 |
| | 3 | \$ 37,380.25 | \$ 38,880.25 | \$ 40,380.25 |
| | 4 | \$ 38,405.40 | \$ 39,905.40 | \$ 41,405.40 |
| | 5 | \$ 41,085.00 | \$ 42,585.00 | \$ 44,085.00 |
| | 6 | \$ 41,480.85 | \$ 42,980.85 | \$ 44,480.85 |

18.4 The hourly wage rate for Casual Employees shall be:

| | |
|--------------|---------|
| May 01, 2002 | \$14.26 |
| May 01, 2003 | \$14.68 |
| May 01, 2004 | \$15.27 |

These rates are inclusive of Statutory Holiday Pay, Vacation Pay, and payment in lieu of benefits.

Article 19: TEMPORARY UPGRADING OR RECLASSIFICATION

- 19.1 Where an Employee agrees to temporarily assume the duties and responsibilities of a higher paying/more senior position, the Employee shall be placed on the lowest increment level of the new pay scale which results in a salary increase above their regular salary for the period of time they assume these duties.
- 19.2 Where an Employee agrees to assume the duties and responsibilities of a lower rated position, the Employee shall incur no reduction in salary for the period of time they assume these duties.

Article 20: ANNUAL VACATION

- 20.1 All Employees shall receive vacation as follows:
- 20.1.1 **twenty (20)** working days during the first to fourth year of employment.
 - 20.1.2 **twenty-six (26)** working days during the fifth to tenth year of employment.
 - 20.1.3 **Subsequent to the tenth year of service, one additional day per full year of service to a maximum of thirty (30) working days.**
- 20.2 For partial years of service, vacation shall be pro-rated on the basis of the entitlement for the current calendar year.
- 20.3 Annual vacation is taken within the calendar year in which it is accrued and shall be deducted from the total entitlement for that year. With the **Executive Director's** approval, up to 10 days of a year's vacation entitlement may be carried over into the following year.
- 20.4 When an Employee is authorized to forego all or part of a scheduled vacation in a calendar year, and it is not possible to reschedule or carry over this vacation time, then the Employee shall be paid out for those days outstanding as of December 31 of that calendar year in a lump sum on December 31.
- 20.5 Vacation Approval and Scheduling
- Vacation scheduling is done in consultation with the **Executive Director**, taking into consideration the vacation requests of other Employees so as to ensure the effective operation of the FSA offices at all times. In particular, every attempt shall be made to have either a Grievance Officer or the Senior Grievance Officer on duty at all times.

20.6 Annual Winter Office Closure

The FSA Offices shall be closed for the entire period between December 24th and December 31st inclusive. Each Employee shall **receive time off with pay equal to their normal working hours on the working days between December 24 and December 31.**

In the event of an emergency, if an Employee is required to work during the Winter Office Closure, the Employee shall be paid straight time. However, a mutually agreed upon lieu day(s) shall be taken at a later date.

Article 21: PAID HOLIDAYS

21.1 Employees will receive the following statutory and general holidays off with pay:

| | |
|----------------------|--------------------|
| New Year's Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Easter Monday | Christmas Eve Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| British Columbia Day | New Year's Eve Day |
| Labour Day | |

Employees will also receive any other day declared a holiday by the Federal, Provincial or Municipal governments or any other paid holiday negotiated by the FSA for its members.

21.2 Whenever a Paid Holiday falls on a Saturday or Sunday, the following Monday shall be observed as the holiday. Should there be two (2) consecutive Paid Holidays on a Saturday and Sunday, both Monday and Tuesday will be observed as the holidays.

21.3 When a paid holiday falls on an Employee's scheduled day of rest, the Employee shall be granted another day off in lieu taken at a time mutually agreed in writing between the Employee and the Employer.

21.4 When a paid holiday referred to in 21.1 falls in an Employee's vacation period, the Employee will be given an additional day off with pay.

Article 22: PROFESSIONAL DEVELOPMENT

- 22.1 Professional development activities are defined as follows:
- 22.1.1 Employee initiated activities which enhance the Employee's abilities to perform the Employee's duties, and
 - 22.1.2 Employee initiated activities or memberships in organizations which enhance the Employee's career development
- 22.2 Effective on the date of signing, Full-Time Employees shall be eligible for up to ten (10) working days annually for professional development. Temporary and Part-Time Employees will be pro-rated in accordance with their classifications and their appointment percentages.
- 22.3 Effective on the date of signing, each Full-Time Employee shall be eligible for up to \$1,000 in PD Funds for professional development on April 1st of every year. Temporary and Part-Time Employees will be pro-rated in accordance with their classification and appointment percentage.
- 22.4 Professional development time and funds not used in one year shall not carry forward to the following year and shall not be paid upon an Employee's termination, resignation, layoff, retirement or death.
- 22.5 Professional development activities and memberships are subject to approval of the **Executive Director**; such approval will not be unreasonably withheld.
- 22.6 Attendance at professional development activities shall be deemed to be time worked.
- 22.7 Employees shall provide a report of all expenditures for professional development activities, including receipts, within two (2) weeks of the conclusion of the Professional Development activity. Reimbursement for the payment of membership dues will be made upon submission of receipts for such payments.
- 22.8 An Employee may agree in writing to forego all or a portion of their guaranteed P.D fund allocation to allow another Employee to claim in excess of their P.D. fund allocation.

Article 23: STAFF TRAINING

- 23.1 Staff Training is defined as Employer designated education or training.
- 23.2 Such designation shall take place after consultation with the Employee. Employees who disagree with the Employer's designation of the activity as staff training, or as not required for the performance of the Employee's duties, shall have the right to grieve that decision in accordance with the provisions of Article 8 (Grievance and Arbitration).
- 23.3 The Employer shall pay the fees and reasonable expenses for the Employee participating in staff training.
- 23.4 Attendance at staff training activities shall be deemed to be time worked.

Article 24: BENEFITS

- 24.1 The Employer will provide each Employee access to the following benefit plans:

- Medical
- Extended Health
- Dental
- Group Life Insurance
- Accidental Death and Dismemberment Insurance
- Long Term Disability
- Employee and Family Assistance Plan

- 24.2 The Employee's participation in all but the Long Term Disability plan is optional; participation in the Long Term Disability Plan is required.
- 24.3 The Employer shall pay one hundred percent (100%) of the premiums for the Medical, Extended Health, Dental, Group Life Insurance, Accidental Death and Dismemberment Insurance, Long Term Disability and Employee and Family Assistance Plans.
- 24.4 Each non-LTD eligible Employee (Temporary or Part-Time less than 50% FTE) shall be paid an allowance, on each paycheque, in the amount of one percent (1%) of gross wages in lieu of LTD benefits.
- 24.5 The detailed provisions of the benefits plans shall be as negotiated between the Employer and BCIT for the FSA membership. Changes in benefit plans as applied to the Employee's unit shall be the same as, and occur at the same time as, changes to the plans applicable to the members of the FSA bargaining unit.

Article 25: PENSION PLAN

25.1 The Employer shall pay each year to Regular and Temporary Employees, in monthly instalments, an amount equal to seven percent (7%) of the Employee's basic annual salary (exclusive of overtime allowances, etc.) into a registered Retirement Savings Plan or other legal retirement account as designated by the Employee.

Article 26: SICK LEAVE

26.1 At the commencement of employment, each new Regular and Temporary Employee shall be credited with eighteen (18) days of Sick Leave.

26.2 Sick Leave credits shall accrue for Temporary and Regular Employees from the commencement of the second year of employment at the rate of one and one-half (1.5) days per month of employment and may be banked to a maximum of one hundred and fifty (150) days credit.

26.3 Part-Time Employees will accrue Sick Leave pro-rated to the percentage of the Employee's appointment.

26.4 For each one-half working day, or part thereof, on which the Employee is not carrying out assigned duties due to illness, the Employee's Sick Leave Bank shall have one-half day deducted. Where the Employee is not carrying out assigned duties for more than one-half day due to illness, the Employee's Sick Leave bank shall have one day deducted.

26.5 After an Employee has been absent on Sick Leave for ten (10) successive working days, a written statement from the Employee's medical practitioner specifying the general nature and prognosis of the illness may be required.

26.6 Sick Leave days will be substituted for vacation time where an Employee can demonstrate that they were ill during scheduled vacation time.

26.7 In the case of illness of a family member, an Employee will be entitled to use accumulated Sick Leave for the purposes of providing care.

26.8 Workers' Compensation Leave

26.8.1 Where an Employee suffers from a disease or illness or incurs personal injury (which disease, illness, or injury is hereinafter call the "disability") and the Employee is therefore entitled to time loss compensation under the *Workers' Compensation Act*, the Employee shall be granted Workers' Compensation Leave with full pay and benefits.

26.8.2 The Employee shall pay to the BCIT FSA any monies paid to the Employee by the *Workers' Compensation Board*.

Article 27: PARENTING LEAVES

- 27.1 An Employee is entitled to leave of up to one year in connection with the birth or adoption of a child, during which time seniority and service-related benefit entitlements (i.e. vacation) shall continue to accrue. Subject to Article 27.2, this leave will be unpaid.
- 27.2 Upon the birth or adoption of a child to an Employee or to an Employee's spouse or spouse equivalent, the Employee is entitled to the equivalent of twelve (12) weeks' pay or equivalent provision in compliance with the requirements of the *Employment Insurance* Sub Plan Appendix B, which will be apportioned over all or part of the period which the Employee is actually off work pursuant to Article 27. This provision may be used to supplement *E.I.* maternity benefits in accordance with the *E.I. Act*.
- 27.3 In accordance with the preceding and for the duration of the parenting leave, the Employer shall make its normal premium payments for the benefit plans in which the Employee participates.
- 27.4 An Employee on parenting leave shall return to the Employee's former position or to a position of equal or greater rank and salary. The Employee is required to provide sufficient notice to the Employer of a return to work to permit the layoff of any Employee hired to replace the Employee on Leave.

Article 28: POLITICAL LEAVE

- 28.1 Written notice of taking political leave of absence shall be given by the Employee at least one month prior to the commencement of the leave.
- 28.2 If nominated as a candidate for election at the Federal, Provincial, or Municipal level, leave of absence without pay shall be provided to take part in the election campaign. During the period of leave provided for the election campaign, the Employer will maintain, at the written request of the Employee, all health, welfare and statutory benefits. The Employee shall reimburse the Employer for the cost of the benefits maintained.
- 28.3 If elected to full-time office, leave of absence without pay shall be provided for the term of office. Leave under this Article shall be limited to one term of office.
- 28.4 If elected to full-time office, the Employee shall give the Employer one (1) month's written notice prior to resuming their position with the Employer.

Article 29: BEREAVEMENT LEAVE

- 29.1 In the case of death in the immediate family, an Employee, upon application, will be entitled to leave with pay for five (5) working days. In the case of a death in the extended family, an Employee, upon application, will be entitled to leave with pay for one (1) working day.
- 29.2 Immediate family shall include partner, child, sibling, parent, step-child, parent-in-law, or any other relative living in the same household; or any other person with the approval of the **Executive Director**. **Such permission shall not be unreasonably withheld.** Extended family shall include grandparent, grandchild, sibling-in-law, or child-in-law.
- 29.3 If the Employee is on vacation at the time of bereavement, the Employee will be granted Bereavement Leave and will be credited the appropriate number of days of vacation leave.
- 29.4 Leaves under this clause may be extended by using sick leave, vacation days, and/or up to one (1) month's leave of absence without pay with the permission of the Employer.

Article 30: JURY DUTY AND COURT APPEARANCE LEAVE

- 30.1 Employees shall, upon written application to the Employer, be granted leave of absence with full pay for all absences resulting from or associated with being summoned to serve on a jury or being subpoenaed as a witness in civil or criminal proceedings. If required by the Employer, the Employee shall produce a summons or subpoena or submit such other evidence as will show the necessity of attendance at court.
- 30.2 Any remuneration received for jury duty or other court appearance, except parking fees, traveling expenses and meal allowances, shall be forfeited to the Employer.

Article 31: SPECIAL LEAVES OF ABSENCE WITHOUT PAY

- 31.1 After three (3) years' employment, an Employee may apply for and receive a Special Leave of Absence Without Pay and benefits for a minimum of twelve (12) months and a maximum of twenty-four (24) months.
- 31.1.1 The granting of such leave shall be limited only by the availability of a suitable replacement.
- 31.1.2 The leave must be for the total percentage of full-time equivalent employment of the Employee.

31.1.3 If eligible, the Employee may continue their benefits on a self-pay basis, agreed in writing in advance with the **Executive Director**.

31.2 An Employee may be granted a Special Leave of Absence Without Pay, either full-time or part-time, to assist an Employee in coping with domestic contingencies or unforeseen emergencies that affect the Employee or the Employee's immediate family.

Article 32: RESIGNATION

32.1 Where possible, one month's notice of resignation is requested. A minimum of two (2) weeks' notice is required.

Article 33: PARKING

33.1 The Employer shall provide funds for parking, up to \$5.00 per month, for Employees who use their personal vehicles for transportation to travel between the Employee's home and the workplace.

Article 34: EXPENSES

34.1 Employees traveling on FSA assigned duties, **performing overtime on Saturdays, Sundays, Statutory or General Holiday or on a Part-Time Employee's day of rest, or called in to perform work in an emergency during the Winter Office Closure** shall be eligible for reimbursement of expenses in accordance with FSA policy in effect for elected officials at the time of the travel, **overtime or emergency call in**.

Article 35: GENERAL

35.1 All typewritten and/or word processed work in the office of the Employer shall bear the Local 1004 CUPE Union Label if such work is performed by a member of the Union. This label shall not exceed 8-point type size using font type Arial or Times New Roman. The author of the work, the **Executive Director**, or an elected official of the Employer may decline to have the Union Label affixed to a specific document for stated reasons.

Article 36: EXEMPT AND SAVE HARMLESS

36.1 Except where it is considered by the Employer and the Union, or in the event of disagreement by an arbitrator, that there has been flagrant or wilful negligence on the part of an Employee, the Employer shall:

36.1.1 Exempt and save harmless each Employee from any liability action arising from the performance of their duties for the Employer, and

36.1.2 Exempt and save harmless former Employees from any liability action arising from the performance of their duties when in the employ of the Employer, and

36.1.3 Assume all costs, legal fees and other expenses arising from any such action that resulted from the actions of the Employee when in the employ of the Employer.

Article 37: TERM OF AGREEMENT

37.1 This agreement shall be effective as of and from the date of signing of the Memorandum of Agreement, and shall remain in full force and effect until the 30th day of April, 2005, and from year to year thereafter unless terminated by either party on written notice of its intention to negotiate a renewal or revision of the agreement served at least sixty (60) days prior to the date of expiration during any calendar year. Upon receiving such written notice, both parties shall thereupon enter into negotiations and make every reasonable effort to effect such renewal or revision as provided for in the Labour Relations Code of British Columbia. Subsection (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from and shall not apply to the new Collective Agreement.

Article 38: PRESENT CONDITIONS AND BENEFITS

38.1 Present Conditions

The terms of this Agreement constitute the full and complete establishment of the conditions of employment for all members of the bargaining unit. All other previous rights, benefits, privileges, customs, practices, and working conditions not specified herein are hereby extinguished.

38.2 Continuation of Acquired Rights

Where any provision of this Agreement is over-ridden by any law hereafter enacted, or if a proclamation or regulation shall invalidate or disallow any portion of this agreement, the parties shall convene to negotiate suitable replacement provisions which are consonant with the law, proclamation or regulation, preserving the

remainder of the Agreement until its expiry date. If there is no agreement between the parties on this issue, the matter shall be resolved by arbitration, pursuant to Article 8.2.3.

38.3 Amalgamation, Regionalization and Merger Protection

In the event the Employer merges or amalgamates with any other body, the Employer undertakes to seek the following objectives in its agreement with the other body:

38.3.1 Employees shall be credited with all seniority rights with the new Employer.

38.3.2 All service credits relating to vacation with pay, sick leave credits and other benefits shall be recognized by the new Employer.

38.3.3 All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new Employer.

38.3.4 Conditions of employment and wage rates for the new Employer shall be equal to the best provisions in effect with the merging Employers.

38.3.5 No Employee shall suffer a loss of employment as a result of merger.

38.3.6 Preference in location of employment in the merged municipality shall be on the basis of seniority.

Dated at Burnaby, B.C. this _____ day of _____, 2002.

For the Union:

For the Employer:

SENIORITY LIST

| <u>Employee Name</u> | <u>Date of Initial Appointment</u> |
|----------------------|------------------------------------|
| Cathy Magee | March 1, 1980 |
| Eileen Chaban | April 1, 1996 |
| Elinor Hudon | June 1, 1996 |
| Marian Ciccone | November 20, 1996 |
| Frank Greenlay | January 29, 2001 |

SUPPLEMENTARY EMPLOYMENT BENEFIT INSURANCE PLAN

1. The objective of the Plan is to supplement the Employment Insurance Benefits of workers caused by temporary lay-offs due to parenting leave.
2. All Employees of the BCIT FSA will be covered by the Plan.
3. Maximum benefits payable under the Plan are a sum which, when combined with the gross E.I. benefits and other earnings, equals 100% of the Employee's normal weekly earnings.
4. The maximum duration of the benefits is twelve (12) weeks.
5. For the first two (2) weeks, payments shall be equivalent to 100% of the Employee's regular weekly wage.
6. For up to the next ten (10) additional weeks, payments shall be equivalent to the difference between the Employment Insurance benefits the Employee is eligible to receive and 100% of the Employee's regular weekly salary.
7. Employees dis-entitled or disqualified from receiving E.I. benefits are not eligible for Supplementary Employment Benefit payments.
8. Employees do not have a right to benefits under the Plan except for supplementation of E.I. benefits during the unemployment period specified in the Parental Leave provisions of this Collective Agreement.
9. The Plan will be financed from the Employer's general revenues and payments under the Plan will be kept separate from payroll records.

Senior Grievance Officer
Job Description

Job Responsibilities

1. Maintains a caseload of grievances, performing all the duties as assigned in the position of Grievance Officer (attached as Appendix D).
2. Monitors Grievance Officer's caseload and provides guidance and advice in the management of that caseload.
3. Represents members up to the level of the Vice-President, in consultation with the **Assistant Executive Director**.
4. Attends Labour Management meetings with the Institute for the management of the grievance cases, in conjunction with the **Assistant Executive Director**.
5. Carries out legal research in support of grievance cases and arbitrations.
6. Prepares and presents arbitrations and expedited arbitrations for assigned hearings, in consultation with the **Assistant Executive Director**.
7. Provides direction and guidance to staff in the absence of the **Assistant Executive Director** and provides a backup for assigned duties of the **Assistant Executive Director** during his absence.

Required Knowledge, Abilities And Skills

1. Highly developed interview skills, evidencing empathic listening, problem identification, solution development and good record keeping. Highly articulate presentation skills and well developed advocacy skills in arbitration proceedings.
2. Familiarity with Faculty & Staff Association Collective Agreement and the way it has historically been applied to the working problems of bargaining unit members, and to the informal mechanisms for resolving differences. Familiarity with the provisions of applicable legislation and recent developments in the areas of arbitration and labour law.
3. Political sensitivity to the Faculty & Staff Association's context, its bargaining unit members' interests, and the policies and directions established by the Directors of the Faculty & Staff Association. Demonstrable sensitivity to the constantly changing environment in which this work is performed.
4. Clear and concise writing skills for Newsletter articles, teaching skills for preparing and delivering member education materials through seminars, workshops, etc.
5. Collegial working skills and the ability to work effectively and cooperatively with colleagues in a high volume, high stress office environment.

Grievance Officer
Job Description

Job Responsibilities

1. Carries out initial interviews and consultations on grievances at the intake level.
2. Provides advice concerning the range of possible approaches to the resolution of difficulties, including mediation, informal solutions, etc.
3. Prepares records and files for grievances, identifying the central issues and relevant contract provisions and develops a proposed approach to resolution for discussion with Senior Grievance Officer or **Assistant Executive Director**.
4. Represents and advocates on behalf of member grievances up to referral to arbitration; mediates resolutions where possible and appropriate, in consultation with the Senior Grievance officer or **Assistant Executive Director**.
5. Assists the Senior Grievance Officer, **Assistant Executive Director** and/or Counsel with arbitration preparation.
6. Develops and delivers membership education programmes as determined by the **Executive Director**.
7. Prepares written materials for the Newsletter related to relevant subject areas.
8. Gathers and presents required information in support of collective bargaining.
9. Maintains databases as required for long term bargaining objectives and historical comparisons.
10. Provides information to members on benefits provisions of the Collective Agreement, monitors benefits programmes and provides input to collective bargaining on such matters.
11. Conducts case-based research on grievances and provision of historical precedents in the Faculty & Staff Association bargaining unit.
12. Assists other staff with their assignments when requested.

Required Knowledge, Abilities And Skills

1. Highly developed interview skills, evidencing empathic listening, problem identification, solution development and good record keeping.
2. Familiarity with Faculty & Staff Association Collective Agreement and the way it has historically been applied to the working problems of bargaining unit members, and to the informal mechanisms for resolving differences.
3. Political sensitivity to the Faculty & Staff Association's context, its bargaining unit members' interests, and the policies and directions established by the Directors of the Faculty & Staff Association. Demonstrable sensitivity to the constantly changing environment in which this work is performed.
4. Well developed record-keeping skills for case management.
5. Advocacy skills for representation to the level of Vice President or Director of Labour Relations.
6. Clear and concise writing skills for Newsletter articles, teaching skills for preparing and delivering member education materials through seminars, workshops, etc.
7. Research skills necessary for gathering and presenting information needed in support of collective bargaining.
8. Collegial working skills and the ability to work effectively and cooperatively with colleagues in a high volume, high stress office environment.

Office Systems Coordinator Job Description

Job Summary

Under the direction of the **Executive Director**, the **Assistant Executive Director**, the Senior Grievance Officer, the Grievance Officers, and the Release Time Executive members, the Office Systems Coordinator performs a variety of administrative, secretarial and research tasks covering a wide range of assignments designed to contribute to the effective operation of the FSA office. The work is of a highly independent nature with guidelines provided by policy manual, directives and precedent and is done in coordination with other staff and a multiplicity of priorities.

Job Responsibilities

1. Liaison

- a) Liaise with members in order to refer them to Articles in the Collective Agreement or to Grievance Officers.
- b) Liaise with membership as backup receptionist.
- c) Liaise with all levels of BCIT personnel.
- d) Liaise with BCIT Retirees Association as a valuable source of historical memory.
- e) Liaise with outside individuals and organizations, as necessary.

2. Administrative Support

- a) Provide administrative support, using established criteria, to Search/Selection Committee process.
- b) Provide administrative support, using established criteria, to Contracting Out process.
- c) Provide administrative support to Directors meeting process, as requested.
- d) Provide administrative support to Tech Rep, Membership, All Candidates and other meeting processes, as requested.
- e) Provide administrative support, after discussion with the **Executive Director**, to maintain appropriate contents and liability insurance.

3. Office Systems:

- a) Provide first line support in order to maintain viability of computer network, e-mail, Voice Mail and other inter-related office systems.
- b) Liaise with computer consultant and BCIT Computer Resources to facilitate solutions to network or computer problems or upgrades.
- c) Evaluate software and make recommendations for use or purchase considerations.

- d) Research computer hardware and office equipment and make recommendations for use or purchase considerations.
- e) Consider and recommend improvements to office layout, work unit and storage equipment in order to maximize user comfort and efficiency of use.

4. Records Management:

- a) Develop, update and maintain FSA office filing system by ascertaining documents' legal, historical, corporate and administrative usefulness.
- b) Develop recommendations for FSA policies re records retention, destruction and storage.
- c) Be a resource to staff for Records Management or filing questions.
- d) Provide file identification for correspondence in circulating mail folder.
- e) Liaise with staff to ascertain filing needs.
- f) Suggest naming conventions to individual users for computer files.
- g) Make improvements to file system as determined from time-to-time
- h) Incorporate information from old files into new file index.

5. Systems/Forms Development

- a) Recommend and/or develop improved methods of garnering/dispensing information, as necessary, through the use of changed processes, devised or improved forms or worksheets, etc., by gathering information, understanding and analyzing problem areas and making recommendations that will improve time and data efficiency.

6. Memoranda of Agreement (M/A's)

- a) Maintain M/A records with documents, supplied by others with signing authority.
- b) Liaise with BCIT's Labour Relations Officer to ensure that mutual process allows newly-signed M/A's to be recognized as part of the Collective Agreement by compiling an updated list at the beginning of each calendar year.
- c) Distribute mutually-agreed-to list to the Grievance Officers and to any other party or group as requested by the Grievance Officers.

7. Meetings

- a) Attend Membership Meetings to take notes and produce minutes complete with copies of overheads and/or handouts used.
- b) Assist the **Executive Director** or **Assistant Executive Director** in the preparation and distribution of the Directors meeting agendas, or other materials, as requested.
- c) Ensure that approved or amended minutes are appropriately signed.

8. Research

- a) Assist in the research function by gathering relevant information and preparing effective presentation of materials as required to support policy, grievance and research objectives established by grievance staff, the **Assistant Executive Director** and the **Executive Director**.

9. Elections/Referenda

- a) Liaise with Returning Officer, **Financial Administrator**, and others, as necessary, to ensure process needs are met.
- b) Ensure that printed election materials are ordered in sufficient quantities to meet election or referenda needs.
- c) Assist Returning Officer with vote counts and information posting.

10. Budget

- a) Liaise with staff to develop and present to the **Executive Director**, a “capital needs” list for each fiscal year’s budget.
- b) Purchase capital equipment, as requested.
- c) Identify any personal budget-related information such as professional development requests, leaves requests, etc. for budget preparation.

11. Correspondence

- a) Provide inputting assistance (keyboarding, copying, editing, etc.) for correspondence for elected officials or other staff.
- b) Develop correspondence, as necessary, for any independent tasks such as upkeep of insurance, purchase of equipment, etc.
- c) Correspond with FSA staff and Directors, BCIT staff and external parties via e-mail, on Selection, Contracting Out and other matters.

12. Other and Occasional

- a) Be pro-active in recommending system improvements.
- b) Assist in other regular office duties.
- c) Assist in non-routine tasks, gathering relevant information and preparing presentation of materials in support of policy, grievance and research objectives, as requested.
- d) Assist **Executive Director** with new staff selection and hiring, as requested.
- e) Provide orientation and training, to new staff.
- f) Sit on Institute committees as a contributing member, as requested.
- g) Provide On-Duty-Off-Campus services from time-to-time.

Job Specifications

The following are desirable characteristics of the Office Systems Coordinator:

- a) a proven track record and/or relevant office experience;
- b) experience in working within a unionized environment of an academic or educational institution;
- c) problem-solving, creative, critical and conceptual thinking skills;
- d) a strong aptitude for planning, organizing, coordinating and attention to detail with appropriate follow up skills;
- e) ability to prioritize and work to multiple deadlines;
- f) interpersonal and communication skills and a high degree of tact, discretion, judgement and initiative;
- g) a proficiency of computing and office skills with a good working knowledge of word processing, scheduler, spreadsheet, data base, Internet, e-mail, Voice mail as well as a working understanding of various office machines;
- h) the ability to attend meetings, take minutes and report back, if necessary;
- i) the ability to work both independently and as a team member;
- j) an adaptable attitude to rapid change in technology and the willingness to upgrade skills, as necessary;
- k) a high degree of professionalism.

FINANCIAL ADMINISTRATOR
Job Description

Job Responsibilities

1. Processes all accounts payable transactions and maintains related records by performing such tasks as: checking invoices for supplies, equipment and services against corresponding records; checking expense claims against receipts and ensuring expenses are covered in accordance with current policy; making or verifying various calculations for accounts payable transactions; preparing and issuing cheques; recording payments in appropriate accounts; making inquiries and providing explanations.
2. Processes all accounts receivable transactions and maintains related records by performing such tasks as: receiving and recording payments; monitoring payments and making inquiries and providing explanations.
3. Performs a variety of financial administrative tasks such as: liaising with credit unions and investment firms regarding all aspects of accounts, transactions and term deposits; establishing and maintaining service contracts with vendors.
4. Maintains various credit union accounts by performing such tasks as: depositing dues and other receivables; keeping track of interest on accounts; processing stop payments as required; ensuring that there is always sufficient money in accounts to cover expenses, transferring money from accounts as required; maintaining records and summaries; ensuring change of signing officer forms are completed.
5. Ensures the preparation and maintenance of payroll records for all staff and officers by performing such tasks as: making arrangements with payroll service for payroll preparation and following up on any problems calculating overtime, wage increases, and vacation pay on termination; submitting payroll changes and adjustments to payroll service; preparing and processing remittances such as union dues, RRSP's, savings bonds, insurance and WCB contributions; preparing forms such as T4A's and records of employment
6. Ensures the maintenance of staff benefits by performing such tasks as: liaising with BCIT Human Resources regarding the establishment and maintenance of benefit coverage; arranging for enrolment and termination of benefits for staff as required; checking calculations of premiums; advising Human Resources of adjustments to salaries; maintaining related records.

7. Assists the **Executive Director** and Treasurer on major financial matters and preparation of the annual budget. Makes recommendations regarding year end transfers to various funds according to established policy.
8. Monitors the budget throughout the year and prepares draft monthly variance reports and monthly cheque registers; responds to questions regarding revenues and expenditures; makes recommendations regarding budget lines; reviews the draft budget and prepares spreadsheets for accounting firm.
9. Assists in the annual audit by performing such tasks as: preparing dues confirmation letters; responding to questions and correspondence from auditors regarding such matters and financial policies, the staff Collective Agreement, new accounts, participating in the review and discussion of the audited statements with auditors; reviewing the auditors' final report.
10. Assists in internal audits as required by providing records and responding to questions from auditors.
11. Prepares a variety of reports, such as reports to Labour Canada and WCB.
12. Maintains office filing system, in accordance with the approved file management protocols. Files records, reports, correspondence and other materials properly, efficiently and effectively and ensures the speedy recovery of filed materials to meet requests of staff and release time officers.
13. Arranges for production and distribution of newsletter, Collective Agreement and other member communications; liaises with BCIT Payroll to produce current listings of Employees for mailouts and voter's listings; arranges for and directs part-time labellers for mailout of newsletters or other member communications.
14. Maintains listings of Tech Rep information.
15. Assists Grievance Officers with preparation of arbitration hearing documentation.
16. Performs a variety of related clerical tasks such as ordering supplies, and copying prepared materials for meetings.

Required Knowledge, Skills and Abilities

1. Training in the use of financial, spreadsheet, database and word processing software
2. Three to five years of related experience
3. Or an equivalent combination of training and experience
4. Well developed organizational skills
5. Collegial working skills and the ability to work effectively and cooperatively with colleagues in a high volume, high stress office environment

HOURS OF WORK: CATHY MAGEE

In response to the request of the Office Systems Coordinator (Cathy Magee) for a nine-day fortnight arrangement, the parties agree that:

1. Ms. Magee's hours of work shall be from 0915 to 1733 hours.
2. The start and finish times may be varied by Ms. Magee on a day-to-day basis but in no case will the start and finish times be more than thirty minutes before or after these hours, and, in all cases, the required number of hours will be worked.
3. Ms. Magee's meal period will be unpaid and thirty (30) minutes in length.
4. During every two (2) week period, Ms. Magee shall be entitled to take one day off in recognition of the longer time worked over the nine (9) working days in each two (2) week period. Ms. Magee's day off will be as routine as possible and will depend on her workload. A schedule of her days off will be posted in the office.
5. If a statutory or general holiday falls on a scheduled day off, the day off shall be rescheduled.

HOURS OF WORK: EILEEN CHABAN

The parties agree that, effective April 1, 2000:

1. Ms. Chaban's appointment shall be increased from a 75% appointment to an 87.5% appointment.
2. Ms. Chaban's hours of work will be mutually agreed upon by the Employer and Ms. Chaban.
3. Unless mutually agreed upon, Ms. Chaban's day off will not conflict with Ms. Magee's.
4. During the months of September through May, Ms. Chaban's hours of work shall total seventy (70) hours per fortnight assigned over nine (9) days.
5. During the months of June through August, Ms. Chaban's hours of work shall total thirty-five (35) hours per fortnight assigned over nine (9) days.
6. Ms. Chaban's meal period will be unpaid and thirty (30) minutes in length.
7. If a Statutory or General Holiday falls on a scheduled day off, the day off shall be rescheduled.

HOURS OF WORK: FRANK GREENLAY

In response to a request from Frank Greenlay for a nine-day fortnight arrangement, the parties agree that:

1. Frank Greenlay's hours of work shall total seventy (70) hours per fortnight assigned over nine days. Normal work hours will be from 9am to 5:18 pm. These hours can be varied by mutual agreement.
2. Normally Mr. Greenlay's day off will be a Friday; however, the parties may mutually agree to a different day off.
3. If a Statutory or General Holiday falls on a scheduled day off, the day off shall be rescheduled.
4. Mr. Greenlay's meal period will be unpaid and thirty (30) minutes in length.
5. This agreement can be cancelled as per the provisions of Article 15 of the Collective Agreement.

OFFICE ASSISTANT

Within thirty (30) days of the signing of this agreement, the parties will agree to a job description and rate of pay for a new position titled Office Assistant.

ANNUAL SALARY: CATHY MAGEE

The parties agree that the annual salary for C. Magee shall be:

| | |
|-------------|-------------|
| May 1, 2002 | \$44,043.73 |
| May 1, 2003 | \$45,543.73 |
| May 1, 2004 | \$47,043.73 |

APPENDIX L

ANNUAL VACATION: CATHY MAGEE

In recognition of Ms. Magee's previous terms and conditions of employment, she shall retain her entitlement to thirty-five (35) days of annual vacation until such time as the terms of vacation entitlement for the position of Office Systems Co-ordinator exceed her present levels.