

COLLECTIVE AGREEMENT

between

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

and

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

May 1, 2008 – April 30, 2011

Table Of Contents

Article 1:	PURPOSE OF AGREEMENT	4
Article 2:	RECOGNITION.....	4
Article 3:	DUES CHECK-OFF AND UNION SECURITY	4
Article 4:	PICKET LINES.....	5
Article 5:	UNION AND MANAGEMENT RIGHTS AND ACTIVITY	5
Article 6:	OTHER EMPLOYEE RIGHTS.....	6
Article 7:	EMPLOYER RIGHTS.....	8
Article 8:	GRIEVANCE AND ARBITRATION PROCEDURE	9
Article 9:	LABOUR/MANAGEMENT CONSULTATION	10
Article 10:	EMPLOYEE DEFINITIONS.....	10
Article 11:	APPOINTMENT OF EMPLOYEES.....	11
Article 12:	PROBATION	12
Article 13:	JOB VACANCIES AND OTHER APPOINTMENTS.....	12
Article 14:	SENIORITY, LAYOFF AND RECALL.....	13
Article 15:	DISCIPLINE.....	13
Article 16:	HOURS OF WORK.....	14
Article 17:	OVERTIME.....	16
Article 18:	BREAK PERIOD AND MEAL PERIODS.....	17
Article 19:	SALARIES	17
Article 20:	TEMPORARY UPGRADING OR RECLASSIFICATION	19
Article 21:	ANNUAL VACATION.....	19
Article 22:	PAID HOLIDAYS	20
Article 23:	PROFESSIONAL DEVELOPMENT.....	20
Article 24:	STAFF TRAINING.....	21
Article 25:	BENEFITS	22
Article 26:	PENSION PLAN	22
Article 27:	SICK LEAVE	22
Article 28:	PARENTING LEAVES.....	23
Article 29:	POLITICAL LEAVE	24
Article 30:	BEREAVEMENT AND COMPASSIONATE CARE LEAVE	25
Article 31:	JURY DUTY AND COURT APPEARANCE LEAVE.....	25
Article 32:	SPECIAL LEAVES OF ABSENCE WITHOUT PAY	26
Article 33:	RESIGNATION	26

Article 34: PARKING.....	26
Article 35: EXPENSES	26
Article 36: GENERAL.....	27
Article 37: EXEMPT AND SAVE HARMLESS	27
Article 38: TERM OF AGREEMENT	27
Article 39: PRESENT CONDITIONS AND BENEFITS.....	27
Article 40: PERFORMANCE DEVELOPMENT SYSTEM (PDS)	28
Appendix A: Seniority List as at December 1, 2008.....	30
Appendix B: Senior Labour Relations Representative Job Description.....	31
Appendix C: Labour Relations Representative Job Description	32
Appendix D: Communications Officer Job Description.....	34
Appendix E: Financial Administrator Job Description.....	36
Appendix F: Office Assistant Job Description	38
Appendix G: Compassionate Care Leave Without Pay.....	39
Appendix H: Memorandum of Agreement: Job Description - Junior Grievance Officer	41
Appendix I: Memorandum of Agreement: Article 24 - Benefits.....	42

Article 1: PURPOSE OF AGREEMENT

- 1.1 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 1004. 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 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 Two (2) Union members 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

The parties are agreed that satisfactory relationships between and among employees, management and elected officials are necessary for the effective delivery of FSA services. For the purposes of this article and without limiting the foregoing, personal harassment includes:

- 6.3.1 Physical threat, intimidation, or assault or unwelcome physical contact such as touching, patting, pinching or

- 6.3.2 Unwelcome behaviour or comment that is directed at or offensive to any Employee that demeans, belittles, causes personal humiliation or embarrassment to the Employee, or any Employees, or
- 6.3.3 Implied or expressed promise of reward or threat of reprisal, or the denial of opportunity for refusal to comply with a request which is unrelated to an Employee's assigned duties, or
- 6.3.4 The improper use of power and authority inherent in the position held, so as to endanger an Employee's position, threaten the economic livelihood of the Employee, or in any way interfere with or influence the career of such an Employee.

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.

6.5 Whistleblowing

Employees must immediately communicate to the Executive Director or an appropriate elected officer of the Association concerns relating to potential improprieties regarding the Association's financial or operational matters as soon as they become aware of the concern.

- 6.5.1 The Association will treat all identified concerns in a confidential and sensitive manner. The Employee shall be provided the opportunity to remain anonymous. If the Employee has identified him or her self, the Employer will advise the Employee of the response made to the concern. Where appropriate, the Employee will be required to keep the response confidential.**
- 6.5.2 An Employee acting in good faith under Article 6.5 will not be discharged, demoted, suspended, threatened, harassed, or in any other manner discriminated against as a result of communicating such a concern.**
- 6.5.3 Any Employee found to be in violation of this provision including any Employee who intentionally makes false accusations may face disciplinary action subject to the collective agreement and the grievance procedure. Continued violation of this provision may result in termination of employment subject to the collective agreement and the grievance procedure.**

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 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 **Executive Director** (or designate) within ten (10) working days of the last occurrence of the dispute. The **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 **President (or designated representative of the Executive Committee)**. The **President (or designated representative of the Executive Committee)**, 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, **Bob Pekeles**, 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.

Article 9: LABOUR/MANAGEMENT CONSULTATION

- 9.1 **The parties agree to form a joint Labour-Management Committee comprising an equal number of Union and Employer representatives with decisions to be made by consensus.**
- 9.2 **The Labour-Management Committee shall meet at least once every two months to discuss issues relating to the workplace that affect the parties or any Employee bound by this agreement.**
- 9.3 **The parties commit to advise one another of any matter anticipated to affect the workplace and/or the employment relationship by identifying agenda items in writing in advance of Committee meetings. The parties agree to keep a written record of the resolution of items identified for consultation.**

Article 10: EMPLOYEE DEFINITIONS

10.1 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.

10.2 Temporary Employees

10.2.1 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:

10.2.1.1 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

10.2.1.2 To fill a temporary vacancy caused by a temporary increase in workload; or

10.2.1.3 To meet a temporary shortage of expertise in a specific area.

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

10.3 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.

10.4 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 B - 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 11: APPOINTMENT OF EMPLOYEES

11.1 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 12: PROBATION

- 12.1 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.
- 12.2 If no appraisal is carried out, an Employee's performance shall be deemed to be satisfactory.
- 12.3 During the period of probation the Employee's suitability for permanent employment shall be assessed on the basis of the Employee's
- 12.3.1 Conduct,
 - 12.3.2 Quality of work and/or performance,
 - 12.3.3 Ability to work harmoniously with others
- 12.4 Upon successful completion of the probationary period, the Employee's name and hiring date shall be entered on the seniority list.
- 12.5 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 13: JOB VACANCIES AND OTHER APPOINTMENTS

- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 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.
- 13.5 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.

- 13.6 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 14: SENIORITY, LAYOFF AND RECALL

- 14.1 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.
- 14.2 During all leaves of absence from work, except as stated in 5.3.2, an Employee's seniority shall remain unchanged.
- 14.3 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.
- 14.4 Employees shall receive one (1) month notice of lay-off or pay in lieu of notice for each year of service with the Employer to a maximum of twelve (12) months pay in total.
- 14.5 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.
- 14.6 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.
- 14.7 In the event that the BCIT Faculty and Staff Association ceases to provide servicing to the members of the BCIT Faculty and Staff Association, under either or both its Certificate of Bargaining Authority and the Societies Act, all members of the CUPE 1004 bargaining unit shall be subject to Article 13.4 and payout of twelve (12) months of benefits as severance. Partial change in the servicing model, i.e., the permanent loss of any positions now performed by the CUPE 1004 bargaining unit, shall also be subject to Article 13.4 and payout of twelve (12) months of benefits as severance for all affected CUPE 1004 members.

Article 15: DISCIPLINE

- 15.1 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.
- 15.2 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 16: HOURS OF WORK

- 16.1 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 **16.4**.
- 16.2 The hours of work for a full-time Employee shall total seventy (70) hours assigned over ten (10) days. Regular hours assigned in any one day shall not exceed seven (7) hours unless alternate arrangements have been made pursuant to Article **16.4**.
- 16.3 The Senior Labour Relations Representative and the Labour Relations Representatives may, with the agreement of the Executive Director, use one of either a Flexible Schedule under Article 16.3 or a Modified Work Schedule under Article 16.4. Employees not on Modified Work Schedules shall be entitled to two (2) personal days per year, non-accumulating, prorated by percentage of employment, to be taken as days or hours.**
- 16.3.1 Labour Relations employees working a Flexible Schedule may vary hours of work from day to day within the times set out in Article 16.1 while maintaining 70 working hours over a two week period.**
- 16.3.2 Employees who vary their hours from day to day must advise the Executive Director in advance of taking time off in lieu of hours worked.**
- 16.3.3 Upon agreement between the Employee and the Executive Director, hours in excess of 70 worked in any two week period other than hours requested by the Association may be carried forward at straight time as time in lieu to be taken in the subsequent two week period.**
- 16.3.4 Employees must provide the Executive Director with a record of hours flexed.**
- 16.4 The Employer and the Union support the concept of modified work schedules when they have a positive effect on operations.
- 16.4.1 No modified work schedule shall be implemented without the agreement of the parties and the affected Employee.
- 16.4.2 The hours of work for a full-time Employee on a modified work schedule shall total seventy (70) hours per fortnight assigned over nine (9) days. Regular hours assigned in any one day shall not exceed seven (7) hours and forty-two (42) minutes unless alternate arrangements have been made pursuant to Article 16.4.
- 16.4.3 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.

- 16.4.4 The Employee, the Union or the Employer **when citing reasonable operational requirements**, may terminate a modified work schedule by providing twenty (20) working days notice to the other parties.
- 16.4.5 Modified work schedules under this Article constitute an approved flexible work schedule for the purposes of Section 38 of the Employment Standards Act.
- 16.4.6 Notwithstanding Article 16.1, 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 **or a portion thereof**. The Employer shall seek volunteers prior to naming a designated Employee for the assigned schedule. **A shift differential of \$2.25 per hour shall be paid for every hour worked beyond 6:00 PM Monday to Thursday and beyond 4:30 PM on Fridays.** All **Employees** shall revert back to their original work schedules at the end of the temporary change in work schedule.
- 16.5 Outside the hours specified in Article 16.1, no Employee will be assigned hours during which the office is open to the public/members, which would result in that Employee working alone.
- 16.5.1 Leave may be granted that will result in an Employee working alone if the Employee who will be working alone consents to the other Employees' leave.**
- 16.5.2 When an Employee agrees to work alone, the office door shall remain locked and the Employee may refuse to admit visitors.**
- 16.6 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.
- 16.6.1 If any **Employee** is required to work outside their normally scheduled hours of work, as per Article 16.1 or any approved modified work schedule, then the Employee shall receive a shift differential of **\$2.25** per hour for the entire shift. Such shift differential shall not apply to the provisions of Article 17 (Overtime).
- 16.6.2 If any Employee is scheduled to work in accordance with Article 16.6, and that work is cancelled with less than twelve (12) hours notice as the result of a tentative settlement agreement having been reached or an injunction having been served, the Employee shall be paid for the entire shift and shall receive the shift differential for every hour of the entire cancelled shift.**

- 16.6.3** If any Employee commencing a shift scheduled in accordance with Article 16.6 is sent home without completing the shift, the Employee shall receive pay and the shift differential for the entire shift.
- 16.6.4** 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.
- 16.7** In case of a significant weather or other occurrence making it unsafe to go to or remain at the FSA office or other authorized place of work, and at the determination of the Executive Director or, in the Executive Director's absence, the President or designate, FSA operations will be shut down until the next working day without loss of pay to the Employees. Such a determination shall not be unreasonably delayed so as to cause a significant increase in risk to the Employees.
- 16.7.1** In the case when the Institute closes due to weather or other circumstances, the FSA office will be deemed to be closed as well with no loss of pay to the staff.
- 16.7.2** Employees who choose to not attend work or to leave work prior to the FSA operations being shut down will be deemed to have taken vacation regardless of any subsequent closure of the FSA office or the Institute.

Article 17: OVERTIME

- 17.1** 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.
- 17.2** 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.
- 17.3** Time Off In Lieu of Overtime Payment
- 17.3.1** 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.
- 17.3.2** Time off in lieu of payment for overtime shall be calculated on the basis of the premiums specified in Articles 17.1, 17.2 and 17.3 above.
- 17.4** All overtime must be approved, in writing, by the Executive Director in advance to be eligible for the premium payments in Article 17.1 and 17.2.

Article 18: BREAK PERIOD AND MEAL PERIODS

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

Article 19: SALARIES

- 19.1 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.
- 19.2 Where an **Employee** has been employed by the FSA for ten (10) years, and they are at the top step of their salary scale, their annual salary shall be increased by \$1,200, representing a Long Service Increment.

19.3 The following salary scales shall be in effect from May 1, 2008:

		May 1, 2008	May 1, 2009	May 1, 2010
Senior Labour Relations Representative	1	64,923.15	66,923.15	68,923.15
	2	70,649.41	72,649.41	74,649.41
	3	72,397.28	74,397.28	76,397.28
	4	74,145.15	76,145.15	78,145.15
	5	75,893.01	77,893.01	79,893.01
	6	77,640.87	79,640.87	81,640.87
	7	79,388.74	81,388.74	83,388.74

Labour Relations Representative	1	54,435.96	56,435.96	58,435.96
	2	59,652.17	61,652.17	63,652.17
	3	61,400.04	63,400.04	65,400.04
	4	63,147.90	65,147.90	67,147.90
	5	64,895.77	66,895.77	68,895.77
	6	66,643.64	68,643.64	70,643.64
	7	68,391.49	70,391.49	72,391.49

Junior Grievance Officer	1	47,904.50	49,904.50	51,904.50
	2	50,007.32	52,007.32	54,007.32
	3	51,655.64	53,655.64	55,655.64
	4	53,303.96	55,303.96	57,303.96

Communications Officer	1	51,800.00	53,800.00	55,800.00
	2	54,600.00	56,600.00	58,600.00
	3	56,000.00	58,000.00	60,000.00
	4	57,400.00	59,400.00	61,400.00
	5	58,800.00	60,800.00	62,800.00
	6	60,200.00	62,200.00	64,200.00

Financial Administrator	1	44,655.84	46,655.84	48,655.84
	2	47,803.16	49,803.16	51,803.16
	3	48,859.27	50,859.27	52,859.27
	4	49,915.38	51,915.38	53,915.38
	5	50,971.49	52,971.49	54,971.49
	6	52,027.60	54,027.60	56,027.60

Office Assistant	1	37,289.80	39,289.80	41,289.80
	2	38,090.60	40,090.60	42,090.60
	3	39,073.40	41,073.40	43,073.40

19.4 The hourly wage rate for Casual Employees shall be:

May 1, 2008	\$16.69
May 1, 2009	\$18.11
May 1, 2010	\$19.54

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

Article 20: TEMPORARY UPGRADING OR RECLASSIFICATION

20.1 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. If the salary increase is less than \$200.00 per month, the Employee shall be placed on the next highest increment level of the new pay scale.

Article 21: ANNUAL VACATION

21.1 All Employees shall receive vacation as follows:

21.1.1 Twenty (20) working days during the first and second years of employment.

21.1.2 Twenty-three (23) working days during the third and fourth years of employment.

21.1.3 Twenty-six (26) working days during the fifth year of employment

21.1.4 Subsequent to the fifth year of service, one additional day per full year of service to a maximum of thirty (30) working days.

21.2 **Vacation shall be calculated based on the Employee's anniversary date.**

21.3 Annual vacation is taken within the **anniversary** 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.

21.4 When an employee is authorized to forego all or part of a scheduled vacation in a 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 the end of the year in a lump sum no later than the end of the month following the end of the vacation year.

21.5 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 **Labour Relations Representative** or the **Senior Labour Relations Representative** on duty at all times.

21.6 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 22: PAID HOLIDAYS

22.1 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.

22.2 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.

22.3 When a paid holiday falls on an Employee's scheduled day of rest, the Employee shall, **at the Employee's sole discretion, either receive a day's pay for the holiday or** be granted another day off in lieu taken at a time mutually agreed in writing between the Employee and the Employer. **The choice shall be solely the Employee's.**

22.4 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 23: PROFESSIONAL DEVELOPMENT

23.1 Professional development activities are defined as follows:

23.1.1 Employee initiated activities which enhance the Employee's abilities to perform the Employee's duties, and

- 23.1.2 Employee initiated activities or memberships in organizations which enhance the Employee's career development
- 23.2 Effective May 1, 2005, Full-Time Employees shall be eligible for up to ten (10) working days annually for professional development. **Attendance at professional development activities shall be deemed to be time worked. The number of professional development days for Temporary and Part-Time Employees will be pro-rated in accordance with their appointment percentage.**
- 23.3 Effective May 1, 2005, Full-time **Employees** shall be eligible for up to \$1,400 in PD Funds for professional development on July 1st of every year. Temporary and Part-Time Employees will be pro-rated in accordance with their classification and appointment percentage.
- 23.4 An Employee may carry forward or borrow a year of their unused PD fund. Accumulated funds shall not be paid upon the **Employee's** termination, resignation, layoff, retirement or death.
- 23.5 Professional development activities and memberships are subject to approval of the Executive Director; such approval will not be unreasonably withheld.
- 23.6 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.
- 23.7 An Employee may agree in writing to forego all or a portion of their guaranteed PD fund allocation to allow another Employee to claim in excess of their PD fund allocation.

Article 24: STAFF TRAINING

- 24.1 Staff Training is defined as Employer designated education or training.
- 24.2 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).
- 24.3 The Employer shall pay the fees and reasonable expenses for the Employee participating in staff training.
- 24.4 Attendance at staff training activities shall be deemed to be time worked.

Article 25: BENEFITS

- 25.1 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
- 25.2 The Employee's participation in all but the Long Term Disability plan is optional; participation in the Long Term Disability Plan is required.
- 25.3 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.
- 25.4 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.
- 25.5 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 26: PENSION PLAN

- 26.1 The Employer shall maintain membership in the Municipal Pension Plan on behalf of all Employees in the bargaining unit.**
- 26.2 All Employees shall, as a condition of employment, enrol in the selected plan except where otherwise provided for in this agreement.**

Article 27: SICK LEAVE

- 27.1 At the commencement of employment, each new Regular and Temporary Employee shall be credited with eighteen (18) days of Sick Leave.
- 27.2 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.
- 27.3 Part-Time Employees will accrue Sick Leave pro-rated to the percentage of the Employee's appointment.

- 27.4 There shall be no charge against an Employee's Sick Leave credits when the absence on account of illness, injury or medical appointment less than one-half (0.5) day for a maximum of twelve (12) times per year. Where the **Employee** is not carrying out assigned duties for more than one-half (0.5) days due to illness, the **Employee's** sick leave bank shall have one (1) day deducted.
- 27.5 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.
- 27.6 Sick Leave days will be substituted for vacation time where an Employee can demonstrate that they were ill during scheduled vacation time.
- 27.7 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.
- 27.8 Employees may be granted up to five (5) days per year with pay to be taken from their sick banks to assist the Employee in coping with domestic contingencies or unforeseen emergencies that affect the Employee or the Employee's immediate family.**
- 27.9 Workers' Compensation Leave
- 27.9.1 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.
- 27.9.2 The Employee shall pay to the BCIT FSA any monies paid to the Employee by the *Workers' Compensation Board*.

Article 28: PARENTING LEAVES

- 28.1 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 28.2, this leave will be unpaid.
- 28.2 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 28. This provision may be used to supplement **EI** maternity benefits in accordance with the **EI Act**.
- 28.3 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.

28.4 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.

28.5 Supplementary Employment Benefit Insurance Plan

28.5.1 The objective of the Plan is to supplement the Employment Insurance Benefits of workers caused by temporary lay-offs due to parenting leave.

28.5.2 All Employees of the BCIT FSA will be covered by the Plan.

28.5.3 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.

28.5.4 The maximum duration of the benefits is twelve (12) weeks.

28.5.5 For the first two (2) weeks, payments shall be equivalent to 100% of the Employee's regular weekly wage.

28.5.6 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.

28.5.7 Employees dis-entitled or disqualified from receiving E.I. benefits are not eligible for Supplementary Employment Benefit payments.

28.5.8 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 the Collective Agreement.

28.5.9 The Plan will be financed from the Employer's general revenues and payments under the Plan will be kept separate from payroll records.

Article 29: POLITICAL LEAVE

29.1 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.

29.2 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.

29.3 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.

- 29.4 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 30: BEREAVEMENT AND COMPASSIONATE CARE LEAVE

- 30.1 **An Employee is entitled to five (5) days paid bereavement leave in the event of serious illness or the death of a spouse, common-law spouse, parent, child, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild or grandparent, whom the Employee considers to be like an immediate family member with the approval of the Employer. Such approval shall not be unreasonably withheld.** In the case of death in the extended family **or the death of any other person**, an Employee, upon application, will be entitled to leave with pay for one (1) working day.
- 30.2 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.
- 30.3 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.
- 30.4 **An Employee will be granted a Compassionate Care Leave of Absence without pay for up to eight (8) weeks to care for a gravely ill family member. For the purpose of this Article, "family member" is defined in Appendix G (Compassionate Care Leave Without Pay). In order to be eligible for this leave, the Employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within twenty-six (26) weeks.**
- 30.5 **An Employee who is granted a Compassionate Care Leave to care for a gravely ill family member shall be entitled to the following benefits:**
- 30.5.1 **The Employee's benefit coverage will continue for the duration of the Compassionate Care Leave, to a maximum of eight (8) weeks, and the premium payments shall be on the same basis as if the Employee were not on leave.**
- 30.5.2 **Where an Employee elects to buy back pensionable service for part or all of the duration of the Compassionate Care Leave, to a maximum of eight (8) weeks, the Employer will pay the Employer portion of the pension contribution in accordance with the Pension Plan regulations.**
- 30.5.3 **Compassionate Care Leave, up to a maximum of eight (8) weeks, shall be treated as continuous employment for the purposes of seniority accrual under the Collective Agreement.**

Article 31: JURY DUTY AND COURT APPEARANCE LEAVE

- 31.1 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.

- 31.2 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 32: SPECIAL LEAVES OF ABSENCE WITHOUT PAY

- 32.1 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.

32.1.1 The granting of such leave shall be limited only by the availability of a suitable replacement.

32.1.2 The leave must be for the total percentage of full-time equivalent employment of the Employee.

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

- 32.2 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 33: RESIGNATION

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

Article 34: PARKING

- 34.1 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 Employer's home and the workplace.

Article 35: EXPENSES

- 35.1 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 36: GENERAL

- 36.1 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 37: EXEMPT AND SAVE HARMLESS

- 37.1 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:
- 37.1.1 Exempt and save harmless each Employee from any liability action arising from the performance of their duties for the Employer, and
 - 37.1.2 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
 - 37.1.3 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 38: TERM OF AGREEMENT

- 38.1 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, 2011, 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 39: PRESENT CONDITIONS AND BENEFITS

39.1 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.

39.2 Continuation of Acquired Rights

Where any provision of this Agreement is over-riden 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.

39.3 Amalgamation, Regionalization, Reorganization and Merger Protection

In the event the Employer merges or amalgamates with any other body, the Employer in its agreement with the other body, shall provide the following:

- 39.3.1 Employees shall be credited with all seniority rights with the new Employer.
- 39.3.2 All service credits relating to vacation with pay, Sick Leave credits and other benefits shall be recognized by the new Employer.
- 39.3.3 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.
- 39.3.4 Conditions of employment and wage rates for the new Employer shall be equal to the best provisions in effect with the merging Employers.
- 39.3.5 No Employee shall suffer a loss of employment as a result of merger.
- 39.3.6 Preference in location of employment in the merged municipality shall be on the basis of seniority.
- 39.3.7 Should the BCIT Faculty and Staff Association cease to be the Employer that is party to this agreement through a change in the Certificate of Bargaining authority, the statutory provisions of division 3 of the B.C. Labour Relations code shall apply.

Article 40: PERFORMANCE DEVELOPMENT SYSTEM (PDS)

- 40.1 The FSA believes the organization would benefit from a performance development system. The FSA is prepared to adopt a collaborative approach to the development of this system. This provides the opportunity for the FSA staff to develop a PDS system according to the process followed by the FSA membership in the development of the PDS system currently agreed to between the FSA and BCIT.
- 40.2 It is recognized by both parties that this is a performance development system and as such it cannot be used for discipline.
- 40.3 Any performance development system must be agreed to and ratified by both parties.

Dated at Burnaby, B.C. this 4th day of December, 2008.

For the Union:

Karen Kindred

[Signature]

E. Chaban

E. Hudson

For the Employer:

[Signature]

Tony Gordon

[Signature]

[Signature]

Appendix A: Seniority List as at December 1, 2008

<u>Employee Name</u>	<u>Date of Initial Appointment</u>
Eileen Chaban	April 1, 1996
Elinor Hudon	June 1, 1996
Marian Ciccone	November 20, 1996
Ian Stockdale	October 9, 2007
Christine Nagy	October 20, 2008

Appendix B: Senior Labour Relations Representative Job Description

Job Responsibilities

1. Maintains a caseload of grievances, performing all the duties as assigned in the position of Labour Relations Representative (attached as Appendix D).
2. Monitors Labour Relations Representative's caseload and provides guidance and advice in the management of that caseload.
3. Represents members up to, and including, arbitration in consultation with the Executive Director.
4. Attends Labour Management meetings with the Institute for the management of the grievance cases, in conjunction with the 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 Executive Director.
7. Provides direction and guidance to staff in the absence of the Executive Director and provides a backup for assigned duties of the 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.

Appendix C: Labour Relations Representative 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 Labour Relations Representative.
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 Labour Relations Representative.
5. Assists the Senior Labour Relations Representative 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.

Appendix D: Communications Officer Job Description

Job Summary

Under the direction of the Executive Director, The Communications Officer performs a variety of functions relating to communications, research, policy development, and the effective administration of the Association. The Communications Officer is primarily responsible for the effectiveness of communications between the FSA, its members, and other audiences. The Communications Officer also monitors documentation and events at BCIT and at external organizations of interest to the FSA. The Communications Officer contributes to the preparation of FSA policy documents. Attributes of the Communications Officer include well developed written, verbal, graphic, research, organizational, analytical, teamwork, and technical skills.

Job Responsibilities

1. Provides communications and administrative support to Tech Rep, membership, bargaining, FSA committees, and other meeting processes
2. Provides communications and administrative support to the Executive Committee under the direction of the Executive Director
3. Prepares and assists in the preparation and distribution of documents and presentations for use at FSA meetings and for the FSA membership, including newsletters, pamphlets, bulletins, and handbooks
4. Provides on-going oversight of FSA website content and graphic design
5. Maintains records of Executive, Membership, Tech Rep, and committee meetings
6. Develops communication strategies for the FSA generally and for collective bargaining under the direction of the Executive Director
7. Supports, recommends and develops communications and documentation systems in consultation with members and staff
8. Advises the Executive Director on and contributes to improving the effectiveness of FSA events and meetings
9. Recommends graphic design considerations for FSA communications
10. Liaises with individuals and organizations external to the FSA in developing or executing a communications strategy
11. Monitors notices, events, agendas, minutes, policies and other BCIT activities and identifies matters of interest

12. Researches topics and issues in support of FSA advocacy, bargaining, and policy development objectives
13. Prepares policy, advocacy, and other materials as directed
14. Serves as FSA Personal Information and Privacy Officer
15. Contributes as part of a team to the development and maintenance of general office systems
16. Assists in other regular office duties as part of a collegial work team.

Job Specifications

The following are characteristics of the Communications Officer:

- a) Outstanding written and visual communication skills
- b) Experience in preparing and publishing internal and promotional documents
- c) Experience in developing and executing communication strategies
- d) Experience in planning and organizing successful events and meetings
- e) Thorough familiarity with meeting processes and records
- f) Strong graphic design and layout skills in print and electronic media
- g) Excellent interpersonal communication skills, particularly consultative and teamwork skills
- h) Initiative and ability to carry out a project as agreed and with minimal supervision
- i) A high degree of professionalism and discretion and an ability to maintain confidentiality
- j) Excellent attention to detail
- k) Experience in public policy research
- l) Experience in policy development and preparation
- m) Strong organizational skills
- n) Strong analytical skills
- o) High proficiency in MS Word, PowerPoint, and web publishing software
- p) Proficiency in Access, Excel, and Web 2.0 technologies
- q) Good understanding of trade union principles and post-secondary culture and context
- r) Enthusiasm for maintaining and developing workplace skills and knowledge
- s) Good working knowledge of general office procedures.

Appendix E: Financial Administrator Job Description

Job Responsibilities

1. Processes all accounts payable transactions and maintains related records; prepares cheques and records payments in appropriate accounts
2. Maintains financial records with accounting software
3. Processes all accounts receivable transactions and deposits and records payments
4. Liaises with credit unions, investment firms and credit card companies regarding all aspects of accounts and transactions, ensures change of signing officer forms are completed
5. Liaises and prepares contracts with external service providers (copier, insurance, postage meter) and vendors in consultation with the Executive Director
6. Maintains payroll records for all staff and officers with payroll service provider; prepares records of employment, and balances year end payroll for T4 preparation
7. Ensures the maintenance of staff benefits by liaising with BCIT Human Resources regarding benefits coverage for FSA Employees
8. Administers Municipal Pension Plan records and submits pension plan remittances
9. Assists the Treasurer on major financial matters and preparation of the annual budget; sets up the budget for the new fiscal year
10. Prepares monthly cheque registers, bank reconciliations, variance reports and financial statements for the Executive; responds to questions regarding revenues and expenditures and makes recommendations regarding budget lines
11. Assists in the annual audit by preparing dues confirmation letters; responding to questions and correspondence from auditors, participates in the review and discussion of the audited statements with auditors; liaises with the FSA Audit Committee in reviewing the auditors' final report
12. Makes recommendations regarding year end transfers to various funds according to established policy
13. Administers Faculty & Staff Association elections
14. Monitors compliance with the Societies Act; prepares the annual report to the Registrar and reports changes to FSA bylaws and changes in Executive members
15. Provides immediate oversight of and liaison with contracting IT consultants
16. First line support for the maintenance of the computer network, server, and office IT systems

17. Liaises with BCIT regarding office functions such as e-mail, voice mail, phones, keys, etc.
18. Assists in other regular office duties as part of a collegial work team.

Required Knowledge, Abilities and Skills

- a) Experience in preparing and formatting financial reports
- b) Experience in maintaining payroll systems
- c) A high degree of professionalism and discretion and an ability to maintain confidentiality
- d) Proficiency in Simply Accounting, Excel, MS Word and Access
- e) Excellent attention to detail
- f) Ability to prioritize and work to multiple deadlines
- g) Excellent interpersonal communication skills
- h) Strong organizational skills
- i) Basic knowledge of IT systems
- j) Collegial working skills and the ability to work effectively and cooperatively with colleagues in a high volume, high stress office environment

Appendix F: Office Assistant Job Description

Job Responsibilities

1. Maintains the Memorandum of Agreement database and binder of active Memags.
2. Maintains and updates the FSA membership database by tracking employees' appointments, professional development leave and sick leave.
3. Maintains staff and Executive Committee contact information.
4. Processes RTUNES (Request to Use Non-Employee Services) and maintains RTUNES database. Calculates and itemizes dues paid to the FSA for RTUNES contracts.
5. Updates and maintains the office filing and records systems which includes member information, correspondence, Memags, grievance files, job postings, etc. Acts as a resource for the staff regarding records management questions and assists with research.
6. Maintains and updates library reference materials including software and audio library.
7. Liases with BC Records for off-site storage and retrieval of records.
8. Processes requests for FSA boardroom reservations.
9. Administrative responsibilities for membership meetings such as scheduling, room bookings and catering
10. Maintains and orders office supplies
11. Ensures that FSA Executive Committee minutes binder is maintained and that approved or amended minutes are signed; assists Executive Director in preparation and distribution of meeting materials, as required

Required Knowledge, Abilities and Skills

- a) Working knowledge of general office procedures
- b) Excellent attention to detail
- c) Working knowledge of MS Office, Excel and Access
- d) Good organizational skills
- e) High degree of discretion and confidentiality
- f) Collegial working skills and the ability to work effectively and cooperatively with colleagues in a high volume, high stress office environment

Appendix G: Compassionate Care Leave Without Pay

Family Members for the Purpose of the Article 23.4, Compassionate Care Leave

1. The following "family members" are persons identified through their relationship to the employee:

- Spouse (includes heterosexual, common-law, and same-sex relationships)
- Children
- Children's spouses
- Step-children
- Step-children-in-law
- Siblings
- In-law siblings
- Parents
- Step-parents
- Parents-in-law
- Grandparents
- Grandchildren
- Nieces/Nephews
- Guardians
- Step-siblings
- Aunts/Uncles
- Current or former foster-parents
- Current or former foster children
- Current or former wards
- Current or former guardians
- Spouse of sibling or step-children
- Spouse of child or step-child
- Spouse of grandparent
- Spouse of grandchild
- Spouse of aunt or uncles
- Spouse of niece or nephew
- Spouse of current or former foster child
- Spouse of current or former guardian
- Spouse of an employee's current or former foster parent
- Spouse of an employee's current or former ward
- Spouse of a person who is living with the employee as a member of the employee's family

2. The following "family members" are persons identified through their relationship to the employee's spouse:

- Spouse's parents or step-parents
- Spouse's siblings or step-siblings
- Spouse's children
- Spouse's grandparents
- Spouse's grandchildren

Appendix G

- Spouse's aunts or uncles
- Spouse's nieces or nephews
- Spouse's current or former foster parents
- Spouse's current or former wards

3. The following "family members" are deemed family members

- Any other person in the same household who is dependant upon the employee
- Any person who lives with the employee as a member of the employee's family
- Whether or not related to an employee by blood, adoptions, marriage or common-law partnership, an individual with a serious medical condition who considered the employee to be, or whom the employee considers to be, like a close relative.

MEMORANDUM OF AGREEMENT

Between

BCIT FACULTY AND STAFF ASSOCIATION
(the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1004
(the "Union")

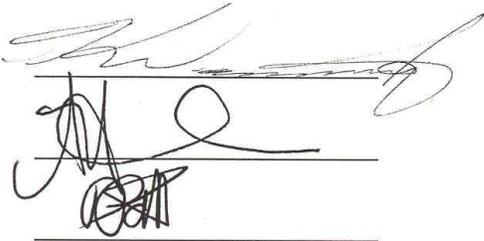
Job Description - Junior Grievance Officer

The parties agree to develop a job description for a new position titled Junior Grievance Officer. It is agreed that this position will not be filled until the job description is developed and ratified by both parties.

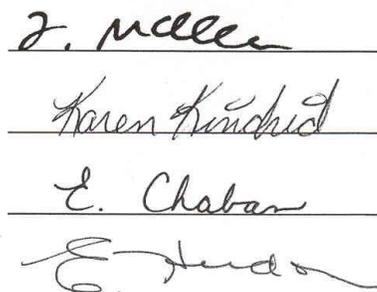
It is further understood that this position will be restricted to a two (2) year term for any person hired for this classification and that, upon completion of the two (2) years, the person will automatically be reclassified as a Grievance Officer.

Dated at Burnaby, British Columbia this ²⁰12th day of May 2005.

FOR THE EMPLOYER



FOR THE UNION



MEMORANDUM OF AGREEMENT

Between

BCIT FACULTY AND STAFF ASSOCIATION
(the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1004
(the "Union")

Re: Article 25 - Benefits

The Employer will put forward and attempt to negotiate a change to all benefit plans to eliminate the loss or reduction of benefits at age sixty-five (65) during the term of the Collective Agreement (May 1, 2008 to April 30, 2011).

Dated at Burnaby, British Columbia, this 4th day of December, 2008

For the Employer:

Karen Kindred
[Signature]
E. Chaban
[Signature]

For the Union:

[Signature]
Tom Gordon
[Signature]
[Signature]

INDEX

AMALGAMATION, REGIONALIZATION, REORGANIZATION AND MERGER PROTECTION	28
ANNUAL VACATION	19
ANNUAL WINTER OFFICE CLOSURE	20
APPOINTMENT OF EMPLOYEES	11
APPOINTMENTS	11
BENEFITS	22
BEREAVEMENT LEAVE	25
BREAK PERIOD AND MEAL PERIODS	17
CASUAL EMPLOYEES	11
COMMUNICATIONS OFFICER JOB DESCRIPTION	34
COMPASSIONATE CARE LEAVE WITHOUT PAY	39
DISCIPLINE	13
DISCRIMINATION	6
DUES CHECK-OFF AND UNION SECURITY	4
EMPLOYEE DEFINITIONS	10
EMPLOYER RIGHTS	8
EXEMPT AND SAVE HARMLESS	27
EXPENSES	26
FINANCIAL ADMINISTRATOR JOB DESCRIPTION	36
GENERAL	27
GRIEVANCE AND ARBITRATION PROCEDURE	9
HOURS OF WORK	14
JOB VACANCIES AND OTHER APPOINTMENTS	12
JURY DUTY AND COURT APPEARANCE LEAVE	25
LABOUR RELATIONS REPRESENTATIVE JOB DESCRIPTION	32
LABOUR/MANAGEMENT CONSULTATION	10
NEW CLASSIFICATIONS	11
OFFICE ASSISTANT JOB DESCRIPTION	38
OTHER EMPLOYEE RIGHTS	6
OVERTIME	16
PAID HOLIDAYS	20
PARENTING LEAVES	23
PARKING	26
PENSION PLAN	22
PERFORMANCE DEVELOPMENT SYSTEM (PDS)	28
PERSONAL HARASSMENT	6
PICKET LINES	5

POLITICAL LEAVE	24
PRESENT CONDITIONS AND BENEFITS.....	27
PROBATION	12
PROCESSING COMPLAINTS OF HARASSMENT	7
PROFESSIONAL DEVELOPMENT	20
PURPOSE OF AGREEMENT	4
RECOGNITION.....	4
REGULAR EMPLOYEES	10
RESIGNATION	26
SALARIES.....	17
SENIOR LABOUR RELATIONS REPRESENTATIVE JOB DESCRIPTION.....	31
SENIORITY LIST	30
SENIORITY, LAYOFF AND RECALL.....	13
SEXUAL HARASSMENT	6
SICK LEAVE	22
SPECIAL LEAVES OF ABSENCE WITHOUT PAY.....	26
STAFF TRAINING	21
SUPPLEMENTARY EMPLOYMENT BENEFIT INSURANCE PLAN	24
TEMPORARY EMPLOYEES	11
TEMPORARY UPGRADING OR RECLASSIFICATION.....	19
TERM OF AGREEMENT	27
UNION AND MANAGEMENT RIGHTS AND ACTIVITY	5
VACATION APPROVAL AND SCHEDULING	19
WHISTLEBLOWING.....	8
WORKERS' COMPENSATION LEAVE	23