

MEMORANDUM OF SETTLEMENT

Between

BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY

And

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

The above noted parties agree that collective bargaining over the renewal of the April 1, 2004 to March 31, 2007 collective agreement shall be resolved on the following terms:

Term of Agreement

The term of the renewed collective agreement shall be from April 1, 2007 to March 31, 2010.

Salary Scales

(a) Step 10 of the Instructor salary scale shall be adjusted as follows:

Effective April 1, 2007 - \$79,201

Effective April 1, 2008 - \$81,458

Effective April 1, 2009 - \$83,731

(b) All remaining steps of the salary scales shall be increased by 2.1 percent on April 1, 2007, April 1, 2008 and April 1, 2009.

(c) Effective April 1 of 2007, 2008 and 2009 the salary stipend shall equate to 2% of the annual salary at each step of the salary scales. The collective agreement shall also include a statement that the stipend is deemed to be salary for pension and all other purposes.

Chief Instructor Allowance

The Chief Instructor allowance shall increase by 2.1 percent on April 1, 2007 (\$235), April 1, 2008 (\$240) and April 1, 2009 (\$245).

Financial Incentive

Each member of the bargaining unit employed by the institution February 28, 2007 shall receive an incentive one-time payment.

The incentive payment shall be four thousand dollars (\$ 4,000) for each full-time equivalent employee and shall be pro-rated for all other employees. For the purpose of the determination of the amount of the incentive payment, a full-time equivalent employee is a regular or non-regular employee who worked on a full-time basis for the twelve (12)-month period ending on the incentive eligibility date. The incentive payment for an employee who worked less than full-time over this period shall be pro-rated for the fraction of a full-time employee workload.

For the purpose of calculating the amount of an employee's incentive payment, time spent by employees on paid leaves and the leaves listed below shall be considered as time worked:

- maternity or parental leave
- short-term disability leave
- long-term disability or Workers' Compensation leave that commenced within the twelve (12)-month period ending on the incentive eligibility date.

The incentive payment shall be paid to employees as soon after the date of ratification as is practicable for the institution to determine and pay the payment amounts to employees. The Employer shall make every reasonable effort to make the incentive payment to employees no later than two months following the date the renewed collective agreement is ratified.

Fiscal Dividend

The parties agree to include in the renewed collective agreement a Letter of Understanding in the form attached regarding the payment of a Fiscal Dividend.

Extended Health Care - Vision Care

Effective April 1, 2007 the maximum vision care coverage shall be increased to \$400 every two years.

Letter of Understanding #8 – Professional Development Fund

The parties agree that beginning in the fiscal year April 1, 2007 to March 31, 2008 any monies in the Fund that are not spent shall be carried forward to the following fiscal year.

Non-Monetary Issues

The parties agree to incorporate into the renewed collective agreement the attached agreements. Unless otherwise specified, these amendments to the collective agreement shall become effective on upon ratification of the collective agreement.

- 1) **Memorandum of Agreement 05VOC06 - as attached**
- 2) **Memorandum of Agreement 00FSA24 - as attached**
- 3) **Article 26.9 – Retirement Allowance - as attached**
- 4) **Review of “Common Core” and “Continuing Education” - as attached**
- 5) **Skills Career Development Training Review – as attached**
- 6) **Educational Technology/Distributed Learning discussion – as attached**
- 7) **Teaching Excellence Initiative discussion – as attached**
- 8) **Article 11.2 – Postings – as attached**
- 9) **Definition 5 – as attached**
- 10) **Article 12.5 and LOU#2 – as attached**
- 11) **Article 16.7 and 16.8 – as attached**
- 12) **Instructor Initial Placement Form – as attached**

Ratification

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

Dated this 20 day of February, 2007

[Redacted signature box]

Ken Holmes

[Redacted signature box]

Frank Thorogood

[Redacted signature box]

Brian Proulx

[Redacted signature box]

Cliff Grass

[Redacted signature box]

Chi Wong

[Redacted signature box]

Tomi Eeckhout

[Redacted signature box]

Cloé Sartori

[Redacted signature box]

Wayne Hand

[Redacted signature box]

Lane Trotter

[Redacted signature box]

Guy Ellis

[Redacted signature box]

Rod Goy

NEW LETTER OF UNDERSTANDING

FISCAL DIVIDEND

THE PARTIES AGREE AS FOLLOWS:

Having agreed the term of the Collective Agreement to be from April 1, 2007 to March 31, 2010, a Fiscal Dividend Bonus may be paid from a one-time fund (the "Fund") generated out of monies, in excess of \$150 million, surplus to the BC government, as defined in the Province's audited financial statements, for the fiscal year 2009-10.

1. If fiscal dividend funds are determined to be available, a Fiscal Dividend will be paid as soon as is reasonably practicable.
2. The quantum of the Fund accessible for the parties to this agreement will be based on the Province's audited financial statements as at March 31, 2010. The Fund will be determined as follows:
 - i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
 - ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
 - iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
 - iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.
3. The Fiscal Dividend Bonus will be paid to each member of the bargaining unit who is employed by the institution on March 31, 2010.
4. The Fiscal Dividend Bonus shall be a one-time payment paid to each full-time equivalent employee and paid to each part-time employee on a pro-rated basis. For the purpose of the determination of the amount of the Fiscal Dividend Bonus, a full-time equivalent employee is a regular or non-regular employee who worked on a full-time basis for the period of April 1, 2009 to March 31, 2010. The Fiscal Dividend Bonus for an employee who worked less than full-time over this period shall be pro-rated for the fraction of a full-time employee workload, as defined in the parties' local provisions, that the employee worked over this period. For the purpose of calculating the amount of an employee's incentive payment, time spent by employees on paid leaves and the leaves listed below shall be considered as time worked:

- maternity or parental leave
 - short-term disability leave
 - long-term disability or Workers' Compensation leave that commenced between April 1, 2009 to March 31, 2010
5. The Fiscal Dividend Bonus shall be paid to employees as soon after March 31, 2010 as is practicable for the institution to determine and pay the Bonus amount to employees.

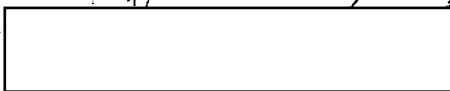
February 9, 2007

as letters of understanding

The Parties agree to include in the Collective Agreement the Union's proposals at:

- 1) #23 05VOC06
- 2) #29 00FSA24

Agreed to



Signed on behalf of the Union



Signed on behalf of the Employer

Dated:

Feb 9/07

February 9, 2007

Union's Proposal #19-18

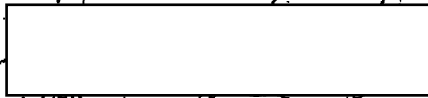
18-19. Article 26.9 – Retirement Allowance

Errata - Not listed in Table of Contents.

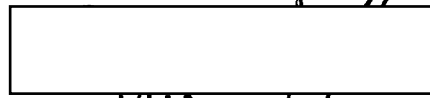
This article will be included in the Table of Contents and Key Word Index.

The second sentence of this proposal remains on the table.

Agreed to



Signed on behalf of the Union



Signed on behalf of the Employer

Dated:

Feb 9/07

February 9, 2007

Tomi Eeckhout
VP Human Resources
3700 Willingdon Avenue
Burnaby, BC V5G 3H2

Dear Mr. Eeckhout

**Re 2007 Vocational Instructors
Collective Bargaining Union Proposals**

The Parties agree to refer the following matter to the BCIT Vocational Instructors Labour Management Committee on a without prejudice nor precedent basis.

With respect to the Employer's Proposals regarding "Common Core" and "Continuing Education (CE)", the BCIT Vocational Instructors Labour Management Committee will

- A) review references to "Common Core" and "Continuing Education (CE)" in the BCIT Calendar, and
- B) review the BCIT Vocational Instructors Collective Agreement, and
- C) alter, delete or amend the Collective Agreement language as appropriate.

Yours truly,

[Redacted signature box]

Ken Holmes
Staff Representative

KMH/sa
cope 378
bcit.greens

Agreed to

[Redacted signature box]

Signed on behalf of the Union

[Redacted signature box]

Signed on behalf of the Employer

Dated:

Feb 9/07

February 9, 2007

Tomi Eeckhout
VP Human Resources
3700 Willingdon Avenue
Burnaby, BC V5G 3H2

Dear Mr. Eeckhout

**Re 2007 Vocational Instructors
Collective Bargaining Union Proposals**

The Parties agree to refer the following matters to the BCIT Vocational Instructors Labour Management Committee. Accordingly, the Union, on a without prejudice nor precedent basis, withdraws our Proposals with respect to these matters.

- 1) Union's Proposal #4, amended as:

[Redacted] management Committee shall continue to review the Skills Career
g Funds prior to the start of each fiscal year."

- 2) Union's Proposal #27, amended as:

"The BCIT Instructors Labour Management Committee shall discuss Educational
Technology/Distributed Learning."

- 3) Union's Proposal #8 amended as:

"The BCIT Instructors Labour Management Committee will continue to discuss initiatives to
promote teaching excellence such as resources for curriculum development, student experience
and customer service, teambuilding and communications, equipment and maintenance, and
employee development."

Yours truly,

[Redacted Signature]

Ken Holmes
Staff Representative

KMH/sa
cope 378
bcit.greens

Agreed to

[Redacted Signature]

Signed on behalf of the Union

[Redacted Signature]

Signed on behalf of the Employer

Dated: FEB 19/07

The Institute further proposes that LOU #1 be incorporated into the language of article 11.2

Article 11.2 - Postings

Add

(d) Job postings for Vocational Instructors shall consist of the following qualifications:

- 1. trade qualification in a designated trade or recognized industry qualifications in non-designated trades and other occupations;**
- 2. five (5) years' experience as a Journeyman or equivalent;**
- 3. previous supervisory or teaching experience; and**
- 4. skills and abilities to instruct the curriculum.**

**Common core qualifications shall include an Institute endorsement for this specialization.
The criteria for this endorsement shall be developed by the Labour/Management Committee.**

The Institute proposes that the concept of "Regular Part-Time" positions be incorporated into the collective agreement based on the grievance resolution of the Parties dated June 26, 2001.

Definitions

(5) There shall be two categories of Employee covered by the terms of this Agreement: "Regular" and "Temporary" Employees; "Employee" means a member of the Bargaining Unit and includes:

(a) A "Regular Employee" means an Employee who is employed for work which is of a continuous full-time or part time nature or an Employee whose initial or subsequent appointment is four and one-half (4½) calendar months (97.875 days) or more or who becomes a Regular Employee pursuant to 31.1(b) and does not include:

- (i) a temporary;
- (ii) a person excluded by Section 1 of the *Labour Relations Code* of British Columbia;
- (iii) a person excluded pursuant to Article 2.1 of the Agreement.

(b) **Regular Part-Time Employees will have hours of work determined by departmental needs on a case by case basis and will be specified by Memorandum of Agreement for each Employee. Other terms and conditions of employment for Regular Part-Time employees will be determined on a case by case basis by the Parties and included in the Memorandum of Agreement.**

(c) "Temporary Employee" means an Employee appointed pursuant to Article 31 for a period less than four and one-half (4½) calendar months (97.875 days) and who does not meet the terms specified in Article 31.1(b).

The Institute proposes to incorporate Letter of Understanding #2 Re: Trial Period – Recall/Severance Benefit Option into Article 12.5

12.5 Regular Employees and Layoff

(a) A regular Employee who is to be laid off shall elect:

Same language from 12.5 (a)(1) through (4)

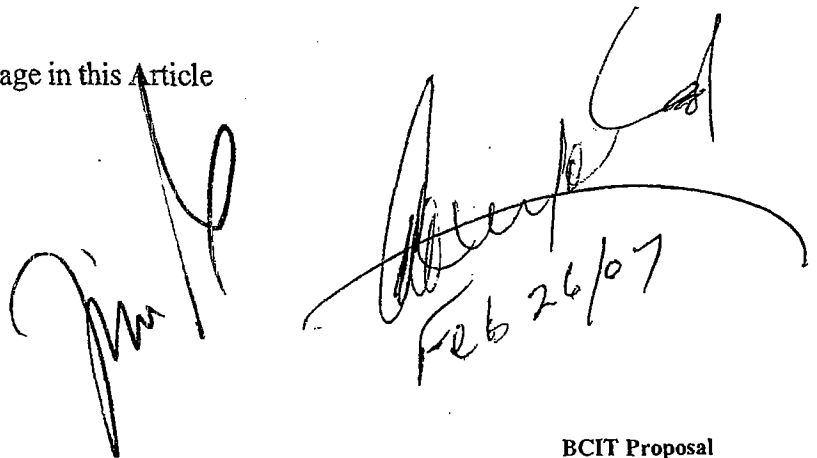
(5) An Employee may defer receiving severance pay pursuant to 12.5(a)(4) for twelve (12) months and remain on recall in accordance with 12.5(a)(3).

In the event that such laid off Employee is not recalled to a regular position during the twelve (12) month recall period, he/she shall then be eligible to receive a severance pay amount equal to that which he/she would have been eligible for had the option pursuant to 12.5(a)(4) been elected at the time of his/her original layoff.

A recall pursuant to Article 12.6(d) shall not extend the original twelve (12) month recall period to which this deferral of severance pay applies. If, upon the expiry of this twelve (12) month deferral period, the laid off Employee is working pursuant to a recall under 12.6(d), the Employee shall be given the opportunity to resign from such employment at the end of the assignment and receive the deferred severance pay or maintain his/her employment status and rights in accordance with Article 12 of the Collective Agreement.

(6) If an Employee does not elect option (1) or (5) within ten (10) working days, he/she shall not be eligible to displace another Employee. An Employee shall advise the Employer within six (6) weeks of receiving notice of layoff which of options (2), (3) or (4) he/she elects.

Continue with remainder of language in this Article

The image shows two handwritten signatures in black ink. The signature on the left is a stylized, cursive name. The signature on the right is also cursive and includes the date 'Feb 26/07' written below it.

The Institute proposes clarification to Article 16.7 and the addition of a similar provision for Regular Employees on Layoff/Recall

16.7 Temporary Employees

(a) Temporary Employees who work the day before and the day after a paid holiday or who have worked fifteen (15) of the previous thirty (30) days, shall be compensated for the holiday.

~~This section shall not apply to Employees who have been terminated and are not on layoff status.~~

(b) A temporary Employee who is qualified in (a) to receive compensation for the holiday and who is required to work on that day shall be compensated at the same rate as a regular Employee in the same situation.

16.8 Regular Employees on Layoff/Recall

Regular Employees on Layoff/Recall who have worked the day before and the day after a paid holiday or who have worked fifteen (15) of the previous thirty (30) days, shall be compensated for the holiday.

The Institute proposes the following changes to the BCGEU Instructor Initial Placement form.

Employee Name: _____ Date: _____

Specialization: _____ Grouping: _____

A. Standard Qualifications

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | TQ/IP # _____ (or industry certificate or appropriate other credential) | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | Five Years' Experience as Journeyman or Equivalent | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | Previous Supervisory/or Teaching Experience | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Skills/Abilities to Instruct the Curriculum (communication, writing and inter-personal skills) | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

BASIC PLACEMENT ON SALARY SCALE:

STEP 2

and B. One Step for Instructor's Diploma or Equivalent Provided Candidate has Two Years of Relevant Post-Secondary Instructional/Teaching Experience.

Date of Diploma: _____
(See 3 and 3(A))

- OR -

C. One Step for a Minimum of Five Years of Relevant Post-Secondary/Instructional Teaching Experience Where Candidate Does Not Meet Criteria "B".

| | | |
|-----------------|-----------|--------------|
| Institution(s): | (a) _____ | Dates: _____ |
| | (b) _____ | _____ |
| | (c) _____ | _____ |

and D. One Step for Specialized Technical Training/Diploma/Degree and Relevant Applied Industry Experience (minimum one year).

Details:

And E One step for every three years of relevant industry experience to a maximum of 2 steps.

Details:

Verified by: _____ Date: _____
(See 4(A) and 4(B))