

COLLECTIVE AGREEMENT

between

**BCIT FACULTY AND STAFF ASSOCIATION
(BCIT FSA)
(the "Employer")**

BCIT FSA

and

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



Effective from May 1, 2017 to April 30, 2022

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ARTICLE 1 - PURPOSE OF AGREEMENT

1.1 Purpose

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 Union Recognition

The Employer recognizes the Union as the exclusive bargaining agent for all Employees of the Employer covered by this Agreement.

2.2 No Other Agreement or Contract

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 Monthly Union Dues

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 Collected Dues

The Employer shall forward the collected dues by cheque to the Treasurer of the Union within one (1) month of such deduction.

3.3 Union Representatives

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 Copies of Collective Agreement

The Employer shall print two (2) 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 electronically to each Employee.

3.5 No Contracting Out

There shall be no contracting out of bargaining unit work if such contracting out will result in the layoff or demotion of bargaining unit members **or in a delay in hiring to fill a vacant position**. 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 Picket Lines

Employees shall not be required to cross legally established picket lines or to perform struck work.

4.2 Employees Affected by Strike or Lockout

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 RIGHTS AND ACTIVITY

5.1 Leave with Pay to Attend Meetings

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 Leave with Pay for Bargaining

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

(a) 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.

(b) The Employer agrees that any Employee who is on Union Leave shall continue to accumulate seniority and service-related benefits (i.e. 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 (2) 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.

(c) 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 Bulletin Board

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 Union Representation

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 Information Provided to Union

The Employer will provide the Union with:

- (a) 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;
- (b) notification of hirings, resignations, retirements and deaths as they occur;
- (c) a list of Employees' seniority as of January 1 by January 31 of each year;
- (d) notification of discharges, suspensions and written warnings before they occur; and
- (e) 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 and Harassment

The parties subscribe to human rights law and 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 (including gender identity), 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, which is a form of sex discrimination. For the purposes of this clause and without limiting the foregoing, sexual harassment means attention of a sexual nature which a reasonable individual would find to be unwanted or unwelcome, and which detrimentally affects the work environment. **People of all genders can be sexually harassed by members of any gender.** Sexual harassment may be repeated or persistent or may be a single incident.

6.3 Personal Harassment

For the purposes of this article and without limiting the current and evolving developments in the law, personal harassment includes all unwelcome behaviour directed towards a specific Employee or Employees that a reasonable person would view as abusive and demeaning; threatening and intimidating; and creating an intimidating, humiliating or hostile environment.

6.4 Processing Complaints of Discrimination and Harassment

- (a) **If an Employee believes that they have been the subject of discrimination and/or harassment, they may process their complaint through the Executive Director, the grievance procedure (Article 8), or the Human Rights Tribunal. Only one (1) remedial process may be carried out at one time.**

- (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.

- (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.

- (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.
 - (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.
 - (5) An Arbitrator has the authority to fashion a settlement which can include instructions designed to accommodate the needs of the complainant.
- (b) If an Employee has a complaint of discrimination or harassment against the Executive Director, the Board-Staff Liaison Officer will assume the responsibilities of the Executive Director in this process.**
- (c) 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.
- (d) Any Employee involved in a complaint may choose to be accompanied by their Union Representative during any interaction relating to the complaint or investigation.**
- (e) If an Employee elects to process their complaint through the Executive Director:**
- (1) **The Executive Director will initiate an investigation into any alleged incident of harassment and/or discrimination, determine the most appropriate resource to conduct the investigation after consulting with the Union, and ensure an efficient and timely investigation is conducted in a confidential and sensitive manner. The Executive Director will inform the Union of the chosen resource.**
 - (2) **The Investigator will investigate the allegation and provide the Executive Director and the Union with a copy of their report. Upon receiving the Investigator's report, the Executive Director will, within thirty (30) days (or more as required to investigate the matter) of the issue being raised by the complainant, discuss the proposed resolution with the Employee making the complaint.**
 - (3) **If the complainant is not satisfied with the outcome of the above process, the Union, on behalf of the complainant, may file a grievance regarding the alleged harassment or discrimination at Step 3 of the grievance procedure.**
- (f) If an Employee elects to process their complaint through grievance procedure (Article 8), this will be subject to the following changes:**
- (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.
 - (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.
 - (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.

(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.

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

(6) 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.

6.5 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.

(a) 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 **themselves**, 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.

(b) 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.

(c) 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 Right to Manage

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 Work Performed by BCIT FSA Members

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 Work Performed by BCIT FSA Management, Members and Directors

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:

- (a) developing membership education and awareness programs;
- (b) organizing Tech Reps;
- (c) responding to government commissions, task forces or inquiries;

- (d) providing input for policy development and the development of policy;
- (e) strike coordination;
- (f) negotiation of labour adjustments or FSA Collective Agreements including Memoranda of Agreement;
- (g) appointment of FSA members to joint FSA/BCIT committees; and
- (h) participating in discussions of labour relations matters.

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 No Layoff or Demotion as a Result of Employer Performed Work

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 Grievances

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 Procedure

A grievance shall be finally and conclusively settled in the following manner:

- (a) *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 **ten (10)** working days.
- (b) *Step 2* - Failing a satisfactory resolution at Step 1, the grievance may be referred in writing, within **ten (10)** 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 **ten (10)** working days of the meeting.
- (c) *Step 3* - Failing a satisfactory resolution at Step 2, the grievance may be submitted to binding arbitration before a single arbitrator within **ten (10)** working days of the Step 2 response. The single arbitrator shall be mutually agreed upon by the Employer and the Union.

8.3 Grievor Attendance at Meetings

The grievor may attend all meetings in the grievance process.

8.4 Arbitrator Fees and Expenses

The expenses and compensation of the single Arbitrator shall be shared equally by the parties.

- (a) A single Arbitrator shall be selected from the following list on a rotational basis: Joan Gordon, Jim Dorsey and Kate Young.

(b) The parties may use any of the above arbitrators (out of rotation) or any other arbitrator not listed by mutual agreement only.

8.5 Leave with Pay for Witnesses

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 Grievances Advancing to Step 2

If any Employee has been disciplined, suspended or discharged under the provisions of Article 15 (Discipline), Step 2 [Article 8.2(b)] may be invoked directly, bypassing 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 issued under Article 15.1.

8.7 Timelines

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

8.8 Grievance Troubleshooter

As an alternative to Arbitration under the above sections, the parties may mutually agree, on a case by case basis, to refer any grievance to a mutually agreed upon grievance troubleshooter under this section. The troubleshooter agreed to by the parties shall:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference within thirty (30) days of their receipt of the request.

The parties agree that the recommendation of the troubleshooter shall be final and binding. Each party shall pay its own expenses and one-half (½) of the compensation and expenses of the troubleshooter.

This section is intended to be non-prejudicial and the parties shall not rely upon any matter arising out of an application of this section in any other interpretation of this Agreement or at any subsequent hearing or proceeding under this Agreement or under the *Labour Relations Code of B.C.*, without the mutual consent of both parties.

ARTICLE 9 - LABOUR/MANAGEMENT CONSULTATION

9.1 Labour/Management Committee

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 Labour/Management Meetings

The Labour/Management Committee shall meet at least once every two (2) months to discuss issues relating to the workplace that affect the parties or any Employee bound by this Agreement.

9.3 Labour/Management Agenda Items

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

(a) A Temporary Employee is defined as any person employed for a specified period of weeks 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:

- (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
- (2) to fill a temporary vacancy caused by a temporary increase in workload; or
- (3) to meet a temporary shortage of expertise in a specific area.

(b) No Temporary Employee shall be appointed for more than twelve (12) 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. The Employer will not have work carried out by a Casual Employee where it would result in the layoff or demotion of any Regular Employee.

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 - H), 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(c). Such new terms will be effective from the first day of the new classification.

ARTICLE 11 - APPOINTMENT OF EMPLOYEES

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 Probation Period

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 No Appraisal

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

12.3 Employee Assessment During Probation

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

- (a) conduct;
- (b) quality of work and/or performance; and
- (c) ability to work harmoniously with others.

12.4 Completion of Probation

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

12.5 Termination During Probationary Period

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 Vacancies

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 layoff; or when a new full-time or part-time position is created and posted.

13.2 Unfilled Vacancies

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.

13.3 Selection Committee

If a job vacancy is to be filled, a **Selection Committee will be appointed to post and review applicants to fill the vacancy. The Selection Committee will include a representative elected or selected by the Union.**

13.4 Notification of Application Due Date

Current Employees shall be notified a minimum of ten (10) working days before the end date established for applications, by circulating the posting by email.

13.5 Internal Applicants

The **Selection Committee** 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.

13.6 External Applicants

Where no internal applicant is selected, the **Selection Committee** may continue the selection process by reviewing the external applicants and interviewing and/or selecting a candidate.

13.7 Salary Scale Placement

In accordance with Article 19, the Selection Committee will recommend the appointee's placement on the salary scale with the decision on placement being made by the Executive Director.

13.8 Trial Period

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.

13.9 Return to Former Position

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 Definition of Seniority

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 Leaves of Absence

During all leaves of absence from work, except as stated in Article 5.3(b), an Employee's seniority shall remain unchanged.

14.3 Order of Layoffs

Layoffs 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 Notice of Layoff

Employees shall receive one (1) month notice of layoff 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 Severance – Less than One Year Service

Where an Employee has completed less than one (1) full year of service with the Employer at the time of layoff, the Employee shall receive notice of layoff or pay in lieu of notice of one (1) week.

14.6 Right of Recall

For a period of two (2) years 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 Severance Due to Change of Servicing

In the event that the BCIT Faculty and Staff Association cease 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 14.4 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 14.4 and payout of twelve (12) months of benefits as severance for all affected CUPE 1004 members.

ARTICLE 15 - DISCIPLINE

15.1 Just Cause

Discipline shall be both **timely** 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, reasons for, and evidence supporting the action taken.

15.2 Right to Union Representation

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.

15.3 Written Discipline

In cases of discipline that result in written notice being placed in an Employee's personnel file, the notice will be removed from the Employee's file after the expiration of twenty-four (24) months from the date the notice was issued. All such notices, once removed from the Employee's file, shall not be considered in any assessment of the Employee's performance or conduct, or to support any subsequent disciplinary action by the Employer.

ARTICLE 16 - HOURS OF WORK

16.1 Hours of Work Schedules

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 Full-Time Employee Hours

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 (1) day shall not exceed seven (7) hours unless alternate arrangements have been made pursuant to Article 16.4.

16.3 Flexible Schedule

The Senior Labour Relations Representative, the Labour Relations Representatives and the Member Engagement Officer/Communications Officer may, with the agreement of the Executive Director, use a Flexible Schedule.

- (a) 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 seventy (70) working hours over a two (2) week period.
- (b) 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.
- (c) Upon agreement between the Employee and the Executive Director, hours in excess of seventy (70) worked in any two (2) 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 (2) week period.
- (d) Employees must provide the Executive Director with a record of hours flexed.
- (e) Labour Relations Representatives who choose to use a Flexible Schedule are not eligible to also use a 9-Day Fortnight Schedule under Article 16.4.

16.4 9-Day Fortnight Schedule

The Labour Relations Representatives, the Labour Relations Information Officer and the Financial Officer may, with the agreement of the Executive Director, use a 9-Day Fortnight Schedule.

- (a) The hours of work for a full-time Employee on a **9-Day Fortnight Schedule** shall total seventy (70) hours per fortnight assigned over nine (9) days. Regular hours assigned in any one (1) day shall not exceed seven (7) hours and forty-two (42) minutes unless alternate arrangements have been made pursuant to Article 16.4.
- (b) The Employee, the Union or the Employer when citing reasonable operational requirements, may terminate a **9-Day Fortnight Schedule** by providing twenty (20) working days' notice to the other parties.
- (c) **9-Day Fortnight Schedules** under this Article constitute an approved flexible work schedule for the purposes of *Section 38 of the Employment Standards Act*.
- (d) 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 (2) 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 **four dollars (\$4.00)** 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 Employees Not on a 9-Day Fortnight Schedule

Employees not on 9-Day Fortnight 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.

16.6 Working Alone

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.

- (a) 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.
- (b) When an Employee agrees to work alone, the office door shall remain locked and the Employee may refuse to admit visitors.

16.7 Hours of Work During Strike or Lockout

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.

- (a) If any Employee is required to work outside their normally scheduled hours of work, as per Article 16.1 or any approved **Flexible Schedule under Article 16.3 or 9-Day Fortnight Schedule under Article 16.4**, then the Employee shall receive a shift differential of **four dollars (\$4.00)** per hour for the entire shift. Such shift differential shall not apply to the provisions of Article 17 (Overtime).
- (b) 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 entire cancelled shift.
- (c) 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.
- (d) 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.

16.8 Inclement Weather

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.

- (a) 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.
- (b) 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 Overtime

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 Overtime on a Weekend, Holiday or Day of Rest

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

(a) 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.

(b) Time off in lieu of payment for overtime shall be calculated on the basis of the premiums specified in Articles 17.1 and 17.2 above.

17.4 Overtime Approval

All overtime must be approved, in writing, by the Executive Director **or approved alternate** in advance to be eligible for the premium payments in Article 17.1 and 17.2. **When prior approval is impractical, and the Employee makes reasonable attempts to obtain such prior approval, retroactive approval for overtime will not be unreasonably denied.**

17.5 Childcare During Overtime

The Employer will reimburse receipted and reasonable childcare costs as incurred by Employees when working required overtime.

ARTICLE 18 - BREAK PERIOD AND MEAL PERIODS

18.1 Coffee Breaks

There shall be two (2) twenty (20) minute paid breaks per day.

18.2 Meal Break

The meal period is unpaid and shall be either one (1) hour or one-half (0.5) hour at the discretion of the Employee.

ARTICLE 19 - SALARIES

19.1 Employee Salary

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 Long Service Increment

Where an Employee has been employed by the FSA for six (6) years, and they are at the top step of their salary scale, their annual salary shall be increased by twelve hundred dollars \$1,200, representing a Long Service Increment.

19.3 Law Society Fee Reimbursement

Labour Relations Representatives who are lawyers shall be reimbursed for their annual Law Society fees by the Employer.

19.4 Other Professional or Membership Fees

Other professional fees or memberships that are a requirement of an Employee's duties as determined by the Employer shall be reimbursed by the Employer.

19.5 Wage Rates

The following salary scales shall be in effect from May 1, 2017:

		May 1/16	May 1/17 (\$1000)	Jul 1/18 (\$1200)	Jan 1/19 (1.5%)	Jan 1/20 (1.75%)	Jan 1/21 (1.75%)	Jan 1/22 2.0% or COLA*
Senior Labour Relations Representative	1	89,263.16	90,263.16	91,463.16	92,835.11	94,459.72	96,112.77	
	2	91,174.22	92,174.22	93,374.22	94,774.83	96,433.39	98,120.98	
	3	93,085.27	94,085.27	95,285.27	96,714.55	98,407.05	100,129.18	
	4	94,996.34	95,996.34	97,196.34	98,654.29	100,380.74	102,137.40	
Labour Relations Representative/Member Engagement Officer	1	69,594.97	70,594.97	71,794.97	72,871.89	74,147.15	75,444.73	
	2	71,506.03	72,506.03	73,706.03	74,811.62	76,120.82	77,452.94	
	3	73,417.08	74,417.08	75,617.08	76,751.34	78,094.48	79,461.14	
	4	75,328.13	76,328.13	77,528.13	78,691.05	80,068.15	81,469.34	
	5	79,150.23	80,150.23	81,350.23	82,570.48	84,015.47	85,485.74	
	6	82,972.29	83,972.29	85,172.29	86,449.87	87,962.75	89,502.10	
Communications Officer	1	61,009.70	62,009.70	63,209.70	64,157.85	65,280.61	66,423.02	
	2	64,071.11	65,071.11	66,271.11	67,265.18	68,442.32	69,640.06	
	3	67,132.53	68,132.53	69,332.53	70,372.52	71,604.04	72,857.11	
	4	70,193.94	71,193.94	72,393.94	73,479.85	74,765.75	76,074.15	
Labour Relations Information Officer	1	56,750.49	57,750.49	58,950.49	59,950.49	61,150.49	62,350.49	
	2	59,049.64	60,049.64	61,249.64	62,249.64	63,449.64	64,649.64	
	3	60,851.85	61,851.85	63,051.85	64,051.85	65,251.85	66,451.85	
	4	62,654.07	63,654.07	64,854.07	65,854.07	67,054.07	68,254.07	
Financial Administrator	1	57,794.40	58,794.40	59,994.40	60,994.40	62,194.40	63,394.40	
	2	58,949.11	59,949.11	61,149.11	62,149.11	63,349.11	64,549.11	
	3	60,103.82	61,103.82	62,303.82	63,303.82	64,503.82	65,703.82	
	4	61,258.54	62,258.54	63,458.54	64,458.54	65,658.54	66,858.54	

		May 1/16	May 1/17 (\$1000)	Jul 1/18 (\$1200)	Jan 1/19 (1.5%)	Jan 1/20 (1.75%)	Jan 1/21 (1.75%)	Jan 1/22 2.0% or COLA*
Operations Assistant	1	45,144.77	46,144.77	47,344.77	48,344.77	49,544.77	50,744.77	
	2	46,020.33	47,020.33	48,220.33	49,220.33	50,420.33	51,620.33	
	3	47,094.89	48,094.89	49,294.89	50,294.89	51,494.89	52,694.89	
	4	48,272.27	49,272.27	50,472.27	51,472.27	52,672.27	53,872.27	

***2.0% or COLA (whichever is greater to a maximum of 3.0%)**

COLA is based on the Consumer Price Index for Vancouver (CPI — Vancouver) for "All-items" as published by Statistics Canada for the twelve (12) months ending December 31, 2021.

19.6 Hourly Rates - Casual Employees

(a) The hourly wage rate for Casual Employees shall be a minimum of:

- May 1, 2016 \$21.37
- **May 1, 2017 \$21.67**
- **July 1, 2018 \$21.97**
- **January 1, 2019 \$22.28**
- **January 1, 2020 \$22.61**
- **January 1, 2021 \$22.95**
- **January 1, 2022 \$23.41**

(b) These rates are inclusive of statutory holiday pay, vacation pay, and payment in lieu of benefits.

(c) If a Casual Employee is paid a rate higher than the minimums listed in Article 19.6, the Employer will notify the Union of this rate, and such higher rate will be established as the Casual Employee wage rate for that Casual Employee. This provision does not apply to salary scales.

ARTICLE 20 - TEMPORARY UPGRADING OR RECLASSIFICATION

20.1 Acting Pay

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 Vacation Allowance

All Employees shall receive vacation as follows:

- (a) twenty (20) working days during the first and second years of employment;
- (b) twenty-three (23) working days during the third and fourth years of employment;
- (c) twenty-six (26) working days during the fifth year of employment; and
- (d) subsequent to the fifth year of service, one (1) additional day per full year of service to a maximum of thirty (30) working days.

21.2 Vacation Anniversary Date

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

21.3 Vacation Carryover

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 ten (10) days of a year's vacation entitlement may be carried over into the following year.

21.4 Unused Vacation Payout

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 24th and December 31st.

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 Statutory Holidays**

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

New Year's Day	Labour Day
Family 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

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 Holiday Falling on a Weekend

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 Holiday Falling on Employee's Day of Rest

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.

22.4 Holiday Falling on Employee's Vacation

When a paid holiday referred to in Article 22.1 falls in an Employee's vacation period, the Employee will be given an additional day off with pay.

ARTICLE 23 - PROFESSIONAL DEVELOPMENT**23.1 Expenditures**

Professional development expenditures are defined as follows:

- (a) employee initiated activities which enhance the Employee's abilities to perform the Employee's duties;
- (b) employee initiated activities or memberships in organizations which enhance the Employee's career development;
- (c) the purchase of equipment or services which maintain the currency, flexibility, and professional competence of Employees.

23.2 Entitlement

Full-Time Employees shall be eligible for up to ten (10) working days on July 1st of each year 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 prorated in accordance with their appointment percentage.

23.3 Funds

Full-time Employees shall be eligible for up to one thousand and six hundred dollars (\$1,600) in PD funds for professional development on July 1st of every year. Temporary and Part-Time Employees will be prorated in accordance with their classification and appointment percentage.

23.4 Unused Funds

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. A retiring Employee may designate any unused balance of their PD fund to either an individual Employee or a group of Employees. Where a group of Employees have been designated, the method of sharing of the available funds between Employees shall be agreed upon between the retiring Employee and the Executive Director.

23.5 Professional Development Approval

Professional development expenditures are subject to approval of the Executive Director; such approval will not be unreasonably withheld. If such approval is withheld, Employees shall have the right to grieve the reasonableness of that decision in accordance with the provisions of Article 8 (Grievance and Arbitration).

23.6 Receipts/Reports to be Submitted

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.

- (a) The Employer will pay the reported professional development expenditures directly or reimburse submitted receipts to the Employee.

23.7 Voluntary Transfer of Professional Development Funds

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 Defined**

Staff Training is defined as Employer designated education or training.

24.2 Disagreement Regarding Training

- (a) Such designation in Article 24.1 shall take place after consultation with the Employee.
- (b) 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 Fees and Expenses for Training

The Employer shall pay the fees and reasonable expenses for the Employee participating in staff training.

24.4 Attendance at Training

Attendance at staff training activities shall be deemed to be time worked.

ARTICLE 25 - BENEFITS**25.1 Benefit Plans**

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 Optional and Mandatory Plans

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 Plan Premiums

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 Non-LTD Eligible Employees

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 Plan Benefit Provisions

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 Employees 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.

25.6 Retiree Benefit Plan Coverage

An Employee who is scheduled to retire and to receive an allowance under the Municipal Pension Plan shall have their Medical, Dental, and Extended Health Benefit Plans maintained for one (1) additional full month, following the month in which the retirement date occurs.

ARTICLE 26 - PENSION PLAN**26.1 Pension Plan**

The Employer shall maintain membership in the Municipal Pension Plan on behalf of all Employees in the bargaining unit.

26.2 Mandatory Enrolment

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 Entitlement**

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

27.2 Accrual – Temporary and Regular Employees

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 Accrual – Part-Time Employees

Part-Time Employees will accrue sick leave prorated to the percentage of the Employee's appointment.

27.4 Sick Leave Less than One-Half Day

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 Medical Note

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 During Vacation

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

27.7 Family Illness

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 Domestic Emergency

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

(a) 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.

(b) The Employee shall pay to the BCIT FSA any monies paid to the Employee by WorkSafe BC.

ARTICLE 28 - PARENTING LEAVES

28.1 Parenting Leave for Birth or Adoption

A Employee is entitled to leave of up to **eighteen (18) months** 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. **During parenting leaves, the normal vacation carryover and payout provisions in Articles 21.3 and 21.4 apply.** Subject to Article 28.2, this leave will be unpaid.

28.2 EI Supplement

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 **up to twenty-eight (28) weeks'** pay or equivalent provision in compliance with the requirements of the **Supplemental Unemployment Benefit Insurance Plan**, 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 **adoption, maternity or parental** benefits in accordance with the *Employment Insurance Act*.

28.3 Benefit Coverage

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 Return to Work

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 Supplemental Unemployment Benefit Insurance Plan ("the Plan")

- (a) The objective of the Plan is to supplement the Employment Insurance Benefits of workers caused by temporary layoffs due to parenting leave.
- (b) All Employees of the BCIT FSA will be covered by the Plan.
- (c) Maximum benefits payable under the Plan are a sum which, when combined with the gross EI benefits and other earnings **shall not exceed one hundred percent (100%)** of the Employee's normal weekly earnings.
- (d) The maximum duration of the benefits is twenty-eight (28) weeks.
- (e) For the first **one (1)** week, payments shall be equivalent to **one hundred percent (100%)** of the Employee's regular weekly wage.
- (f) For up to the next **twenty-seven (27)** additional weeks, payments shall be equivalent to the difference between the Employment Insurance benefits the Employee is eligible to receive and **ninety-five percent (95%)** of the Employee's regular weekly salary **if an Employee opts for up to one (1) year of leave at fifty-five percent (55%) Employment Insurance benefit, or seventy-three percent (73%) of the Employee's normal weekly earnings if an Employee opts for between one (1) year and eighteen (18) months of leave at thirty-three percent (33%) Employment Insurance benefit.**
- (g) Employees disentitled or disqualified from receiving EI benefits are not eligible for Supplemental Unemployment Benefit payments.
- (h) Employees do not have a right to benefits under the Plan except for supplementation of EI benefits during the unemployment period specified in the Parental Leave provisions of the Collective Agreement.
- (i) 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 Notice of Leave

Written notice of taking political leave of absence shall be given by the Employee at least one (1) month prior to the commencement of the leave.

29.2 Period of Leave

If nominated as a candidate for election at the Federal, Provincial, or Municipal level, **or for an Indigenous governing body**, 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 Political Leave Terms

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 (1) term of office.

29.4 Notice to Return to Work

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 Serious Illness or Bereavement Leave

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, **parent-in-law or child-in-law**, grandchild or grandparent, 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 Bereavement During Vacation

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 Bereavement Leave Extension

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 Compassionate Care Leave

An Employee will be granted a compassionate care leave of absence without pay for up to **twenty-six (26)** to care for a gravely ill family member. For the purpose of this Article, "family member" is defined in Appendix I (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 Benefits While on Compassionate Care

An Employee who is granted a compassionate care leave to care for a gravely ill family member shall be entitled to the following benefits:

- (a) The Employee's benefit coverage will continue for the duration of the compassionate care leave, to a maximum of **twenty (20)** weeks, and the premium payments shall be on the same basis as if the Employee were not on leave.
- (b) 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 **twenty (20)** weeks, the Employer will pay the Employer portion of the pension contribution in accordance with the **Municipal** Pension Plan regulations.
- (c) Compassionate care leave, up to a maximum of **twenty-six (26)** 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 Jury Duty or Court Witnesses**

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 Remuneration for Jury Duty or Court

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 Special Leave Without Pay**

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.

- (a) The granting of such leave shall be limited only by the availability of a suitable replacement.
- (b) The leave must be for the total percentage of full-time equivalent employment of the Employee.
- (c) If eligible, the Employee may continue their benefits on a self-pay basis, agreed in writing in advance with the Executive Director.
- (d) Subject to Article 32.1(a), if an Employee is approved to take a special leave of absence without pay that is twelve (12) months or longer, but less than twenty-four (24) months, the Employee shall have the right to extend the leave to the maximum of twenty-four (24) months by mutual agreement between the Employee and the Executive Director. Such agreement shall not be unreasonably withheld.

32.2 Leave without Pay to Assist Other Employee

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 Notice of Resignation**

Where possible, one (1) month's notice of resignation is requested. A minimum of two (2) weeks' notice is required.

ARTICLE 34 - PARKING**34.1 Parking Allowance**

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

ARTICLE 35 - EXPENSES**35.1 Reimbursement for Expenses**

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 Union Label**

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 Exempt from Liability**

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:

- (a) Exempt and save harmless each Employee from any liability action arising from the performance of their duties for the Employer; and
- (b) 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
- (c) 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 Agreement in Force**

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, **2022**, 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-ridden by any law hereafter enacted, or if a proclamation or regulation shall invalidate or disallow any portion of this Agreement, the parties shall convene to negotiate suitable replacement provisions which are consonant with the law, proclamation or regulation, preserving the remainder of the Agreement until its expiry date. If there is no agreement between the parties on this issue, the matter shall be resolved by arbitration, pursuant to Article 8.2(c).

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:

- (a) Employees shall be credited with all seniority rights with the new Employer.
- (b) All service credits relating to vacation with pay, sick leave credits and other benefits shall be recognized by the new Employer.
- (c) 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.
- (d) Conditions of employment and wage rates for the new Employer shall be equal to the best provisions in effect with the merging Employers.
- (e) No Employee shall suffer a loss of employment as a result of merger.
- (f) Preference in location of employment in the merged municipality shall be on the basis of seniority.
- (g) 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 PDS System

The Parties have adopted a mutually agreed upon Performance Development System (PDS). The PDS process will be conducted for each Employee at least once every three (3) years. Any changes in the PDS will be mutually agreed upon.

40.2 PDS Recognition

It is recognized by both parties that this is a performance development system and as such it cannot be used for discipline.

**SIGNED ON BEHALF OF THE UNION,
CUPE LOCAL 1004:**

**SIGNED ON BEHALF OF THE EMPLOYER,
BCIT FSA:**

Andrew Ledger, President

Peter Fenrich, President

Kirsten Daub, Business Agent

Jude Morrison, Executive Director

Dated at _____, B.C. this _____ day of _____, 2019.

APPENDIX A
SENIORITY LIST

The parties agree to update this list prior to executing the Collective Agreement and make any required changes.

Employee Name	Date of Initial Appointment
Heather Neun	January 11, 2010
Tess Rebbitt	April 7, 2011
Kyla Epstein	July 1, 2013
Christine Nagy	February 1, 2015
George Talbott	May 17, 2017
Debbie Kinequon	October 10, 2017
Jude Morrison	March 5, 2018

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

- a) Highly developed interview skills, evidencing empathic listening, problem identification, solution development and good record keeping.
- b) 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.
- e) 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.
- d) Well developed record-keeping skills for case management.
- e) Advocacy skills for representation to the level of Vice President or Director of Labour Relations.
- f) Clear and concise writing skills for Newsletter articles, teaching skills for preparing and delivering member education materials through seminars, workshops, etc.
- g) Research skills necessary for gathering and presenting information needed in support of collective bargaining.
- h) Collegial working skills and the ability to work effectively and cooperatively with colleagues in a high volume, high stress office environment.

APPENDIX D**LABOUR RELATIONS INFORMATION OFFICER JOB DESCRIPTION****Job Overview**

This position reports to the Executive Director and works closely with the Association's Labour Relations Representatives under the co-ordination of the Senior LR Representative. The LRIO facilitates the advocacy work of the representatives by compiling and reviewing data on the bargaining unit and its members, identifying potential issues or grievances, creating and analyzing LR systems, and other activities as needed. The LRIO will work with the Association's Office Assistant on maintaining LR systems and conducting research in the Association office.

Specific Duties

1. Identifies potential labour relations issues and contract violations.
2. Monitors compliance with Collective Agreement including reviewing notices, events, agendas, minutes, policies and other BCIT activities to identify matters of labour relations interest.
3. Prepares records and files for grievances, identifying the central issues and relevant contract provisions.
4. Maintains databases as required for long term bargaining objectives and historical comparisons.
5. Identifies the need for and develops new spreadsheets, databases, reports, and other tools to support the labour relations functions.
6. Provides basic information to members on provisions of the Collective Agreement.
7. Conducts case-based research on grievances and provision of historical precedents in the Faculty & Staff Association bargaining unit.
8. Collects information and researches topics in support of FSA advocacy and bargaining.
9. Maintains and updates the FSA membership database by tracking Employees' appointments, professional development leave, sick leave and other matters arising from the Collective Agreement.
10. Monitors contracting out, processes RTUNES (Request to Use Non-Employee Services), maintains RTUNES database and refers potential jurisdictional and other issues to representatives.
11. Monitors FSA and management selection processes.
12. Liaises with FSA board members and representatives on the appointment of committee members.
13. Reviews and confirms seniority lists.
14. Supports representatives in maintaining the grievance database.
15. Assists in maintaining the bargaining database and other bargaining processes.
16. Assists representatives in tracking time limits.
17. Takes notes and prepares minutes for representative, grievance, and labour management meetings as well as bargaining.
18. Word processes proposals, grievances, memoranda, and labour relations documents.
19. Tracks and fulfils routine obligations under the Collective Agreement.
20. Provides administrative support to Tech Rep meetings.
21. Assists the Senior Labour Relations Representative and/or Counsel with administrative aspects of arbitration preparation.
22. Works co-operatively with administrative staff in carrying out functions.
23. Assists representation staff with their assignments when requested and as appropriate.

Required Knowledge, Abilities, and Skills

- a) Great familiarity with Human Resources records and office systems.
- b) Three years direct experience in a Labour Relations setting or an equivalent combination of education, training, and experience is desirable.
- c) Understanding of grievance processes.
- d) High competency in using and creating spreadsheets and documents (MS Office) with working knowledge of Access databases.
- e) High degree of discretion and confidentiality
- f) Strong organizational skills, including the ability to organize the work of colleagues.
- g) Collegial working skills and the ability to work effectively and co-operatively with colleagues in a high volume, high stress office environment.
- h) Good analytical reasoning.

APPENDIX E**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 F**FINANCIAL ADMINISTRATOR JOB DESCRIPTION****Job Responsibilities**

1. Processes all accounts payable transactions and maintains related records; prepares cheques and records payments in appropriate accounts; liaises with vendors. Maintains financial records with accounting software.
2. Processes all accounts receivable transactions and maintains related records; deposits dues cheques and records payments.
3. 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.
4. Liaises and prepares contracts with external service providers (copier, insurance, postage meter) in consultation with the Executive Director.
5. Maintains payroll records for all staff and officers with payroll service provider; prepares records of employment, and balances year end payroll for T4 preparation.
6. Ensures the maintenance of staff benefits by liaising with BCIT Human Resources regarding benefits coverage for FSA Employees.
7. Administers Municipal Pension Plan records and submits pension plan remittances.
8. Assists the Treasurer on major financial matters and preparation of the annual budget. Sets up the budget for the new fiscal year.
9. 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.
10. 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.
11. Makes recommendations regarding year end transfers to various funds according to established policy.
12. Administers Faculty & Staff Association elections.
13. Monitors compliance with the Societies Act; prepares the annual report, reports changes to FSA bylaws and changes in Executive members.
14. Provides immediate oversight of and liaison with contracting IT consultants.
15. First line support for the maintenance of the computer network, server, and office IT systems.
16. Liaises with BCIT regarding office functions such as e-mail, voice mail, phones, keys, etc.
17. 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 G**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. Liaises 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 H

MEMBER ENGAGEMENT OFFICER JOB DESCRIPTION

Job Summary

Under the direction of the Executive Director, the Member Engagement Officer is responsible for increasing FSA member involvement in, identification with, and attachment to the union. The on-going objective of the position is to make the Association more attractive to and reflective of its entire membership. Working in co-ordination with FSA Directors and labour relations staff and collaboratively with the BCIT community, the MEO integrates direct personal contact, traditional electronic communications and websites, interactive and online media (social media), promotions, public relations, and events to ensure that FSA engages members in a way consistent the FSA's vision, strategic directions, and key initiatives.

Job Responsibilities

1. Strengthens relationships between FSA members and Association operations and governance.
2. Develops and implements a strategic communications and member engagement plan.
3. Oversees or advises on all Association efforts to communicate with the membership
4. Identifies membership needs and develops proposals for addressing them, including the potential for new or modified activities.
5. Frequently meets with members and groups of members to hear their concerns and desires and connect them with FSA resources and activities.
6. Facilitates meetings between regular members and FSA directors.
7. Provides support to and improves the effectiveness of FSA meetings and events.
8. Oversees the preparation and distribution of documents including newsletters, pamphlets, bulletins, handbooks, social media activities, and meeting presentations.
9. Provides on-going oversight of FSA website content and design.
10. Co-ordinates member involvement in Association, Institute, and external committees and activities.
11. Co-ordinates member recognition and 'good and welfare' efforts.
12. Contributes as part of a team to the development and maintenance of general office systems.

Required Knowledge, Abilities, and Skills

The following are characteristics of the Member Engagement Officer:

- a) Understanding of and commitment to trade union and post-secondary missions.
- b) Initiative in identifying needs and opportunities and generating ideas.
- c) Strategic communication planning.
- d) Ability to execute or oversee a project as agreed and with minimal supervision.
- e) Event and meeting planning and organizing.
- f) Preparing print and electronic publications.
- g) Excellent interpersonal communication skills.
- h) Superior presentation skills.
- i) Professional written communication skills.
- j) Highly organized.
- k) Attention to detail.
- l) Proficiency in MS Word, PowerPoint, social media platforms, and web publishing.
- m) Good working knowledge of general office procedures.
- n) Imagination.

APPENDIX I**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
 - 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 dependent 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.

LETTER OF AGREEMENT #1

RE: JOB DESCRIPTIONS

WITHOUT PREJUDICE

- 1. The parties agree that the Psychological Health & Safety Review is linked to revised Job Descriptions. This Review is underway.**
- 2. The Employees have provided revised Job Descriptions for their positions to the Employer.**
- 3. The Employer will provide their response to the proposed revised Job Descriptions to Employees before September 30, 2018.**
- 4. The Employees will provide their reply to the Employer response by December 31, 2018.**
- 5. The parties will work to resolve any Job Description differences over the term of the Collective Agreement.**
- 6. Any unresolved Job Description differences that remain six (6) months prior to the expiration of the Collective Agreement will be referred to the next round of Collective Bargaining.**

LETTER OF AGREEMENT #2**RE: UNION COUNSEL*****WITHOUT PREJUDICE***

The Parties agree to the following:

1. Senior Labour Relations Representative Heather Neun will **continue to hold** Union Counsel effective the implementation date of the renewal of the **2017-2022** Collective Agreement.
2. As Union Counsel, **Heather** Neun will provide legal advice to the Executive Director and Board of Directors on matters relating to the general operations of the Association including governance, membership, policy, and other corporate matters in addition to her duties as Senior Labour Relations Representative.
3. In recognition of this expanded role, **Heather** Neun will receive an allowance of two hundred dollars \$200 per month paid as salary.
4. **In the event that Heather Neun is not available or chooses not to continue as Union Counsel, and the Employer proposes to appoint another individual as Union Counsel, the terms of this Letter will apply to that appointment unless the parties agree otherwise.**
5. This Agreement is made without prejudice and precedent.

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