

COLLECTIVE AGREEMENT

between

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



and

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



Effective from May 1, 2022 to April 30, 2027

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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 Union Business

All employees shall be entitled, at no loss of pay, to three (3) hours each month to attend to Union Business. This provision is intended for the Bargaining Unit to have time set aside during work hours to

discuss union matters. It is not an individual entitlement. The union will endeavour to provide as much notice as possible. The parties will schedule meetings to ensure there is no conflict with operations or union business.

5.5 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.

5.6 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.

5.7 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

- a) 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.
- b) **The Committee will seek to make decisions through consensus, based on the requirements of the position and the qualifications of the candidates.**

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 **Executive Director** will **determine** the appointee's placement on the salary scale **taking into account the appointee's related experience and relevant education.**

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 **8:00 AM** and 6:00 PM Monday to 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

Regular employees 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 **four (4)** week period.
- d) Employees must provide the Executive Director with a record of hours flexed.
- e) **Employees** who choose to use a Flexible Schedule are not eligible to also use a 9-Day Fortnight Schedule under Article 16.4. **This choice must be made annually, in writing, by May 01 each year, for the period of July 01 to June 30 that follows.**

16.4 9-Day Fortnight Schedule

The Labour Relations Representatives, the Information Officer, **the Member Engagement 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.

[†] *The parties agree that above changes to Article 16 will not disrupt the established work schedule arrangements of incumbents with such work schedule arrangements as of the date of ratification. The parties will work cooperatively to resolve any concerns that arise in respect of Article 16.*

- 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.
- e) **Employees who choose to use a 9-Day Fortnight Schedule are not eligible to also use a Flexible Schedule under Article 16.3. This choice must be made annually, in writing, by May 01 each year, for the period of July 01 to June 30 that follows.**

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).

[†] *The parties agree that above changes to Article 16 will not disrupt the established work schedule arrangements of incumbents with such work schedule arrangements as of the date of ratification. The parties will work cooperatively to resolve any concerns that arise in respect of Article 16.*

- 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 experience in work **related** to their classification, **and education directly relevant to the position**. 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

		Dec 31, 2022	Jan 01, 2023 (3.5% or CPI*)	Jan 01, 2024 (3.5% or CPI*)	Jan 01, 2025 (3.5% or CPI*)	Jan 01, 2026 (3.5% or CPI*)	Jan 01, 2027 (3.5% or CPI*)
Senior Labour Relations Representative	1	\$98,996.15					
	2	\$101,064.61					
	3	\$103,133.06					
	4	\$105,201.52					
Labour Relations Representative / Member	1	\$77,708.07					
	2	\$79,776.53					
	3	\$81,844.97					

		Dec 31, 2022	Jan 01, 2023 (3.5% or CPI*)	Jan 01, 2024 (3.5% or CPI*)	Jan 01, 2025 (3.5% or CPI*)	Jan 01, 2026 (3.5% or CPI*)	Jan 01, 2027 (3.5% or CPI*)
Engagement Officer	4	\$83,913.42					
	5	\$88,050.31					
	6	\$92,187.16					
Communications Officer / Information Officer	1	\$68,415.71					
	2	\$71,729.26					
	3	\$75,042.82					
	4	\$78,356.37					
Financial Administrator	1	\$65,296.23					
	2	\$66,485.58					
	3	\$67,674.93					
	4	\$68,864.30					
Operations Assistant	1	\$52,267.11	(Step 1 +\$2000) x %age ⁺				
	2	\$53,168.94	(Step 2 +\$2000) x %age ⁺				
	3	\$54,275.74	(Step 3 +\$2000) x %age ⁺				
	4	\$55,488.44	(Step 4 +\$2000) x %age ⁺				
<p>*Percentage or CPI (whichever is greater)</p> <p><i>CPI is the Consumer Price Index for Vancouver (CPI — Vancouver) for "All-items" as published by Statistics Canada for the twelve (12) months ending the year prior.</i></p> <p>⁺Operations Assistant Wage Increases</p> <p><i>Each step of the Operations Assistant salary scale is increased by \$2000 in each year, and then has the relevant percentage increase for each year applied to the rate.</i></p>							

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 Calculation

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

The Employee's anniversary is defined as the first day of the month of their hire.

Vacation shall be allotted on the Employee's date of hire, and each subsequent July 1 following their date of hire, for the period ending June 30.

The Employee's annual vacation entitlement will be calculated as a set of 12 monthly allocations, each one pro-rated on the basis of their entitlement as defined in 21.1. Specifically:

- **For any month falling within the Employee's first and second anniversary year of service, the Employee will be entitled to (20 working days) / (12 months);**
- **For any month falling within the Employee's third and fourth anniversary year of service, the Employee will be entitled to (23 working days) / (12 months);**
- **For any month falling within the Employee's fifth anniversary year of service, the Employee will be entitled to (26 working days) / (12 months);**
- **For any month falling within the Employee's sixth anniversary year of service, the Employee will be entitled to (27 working days) / (12 months);**
- **For any month falling within the Employee's seventh anniversary year of service, the Employee will be entitled to (28 working days) / (12 months);**
- **For any month falling within the Employee's eighth anniversary year of service, the Employee will be entitled to (29 working days) / (12 months); and**
- **For any month falling within or subsequent to the Employee's ninth anniversary year of service, the Employee will be entitled to (30 working days) / (12 months).**

Vacation Leave will be allotted for incumbent employees on July 1st of every year for the upcoming 12 months.

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	National Day for Truth and Reconciliation
Labour Day	Thanksgiving Day
Family Day	Remembrance Day
Good Friday	Christmas Eve Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	New Year's Eve Day
British Columbia 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. **It is understood that either the Employer or an Employee may suggest training opportunities. Training requests should be reflective of the requirements of the operations.**

24.2 Disagreement Regarding Training

- a) **The Employer or the Employee can bring forward education or training opportunities.** 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

(**running from July 1st to June 30th**). 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 (**running from July 1st to June 30th**) 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.

27.10 Sick Leave Credits Payout

In the instance of death of an employee, Sick Leave credits will be paid to the estate of the employee.

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 twelve (12) 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) **If an Employee is approved to take a special leave of absence without pay, the Employee can request an extension of up to 12 months. The request must be in writing to the Executive Director, as much notice as possible is to be provided for the request (no less than 30 days before the expiration of the leave).**
- e) **An employee must return to full time employment with the FSA for six months prior to being eligible for any other leaves under Article 32. Nothing in this Article prevents the Employer from reducing this period of ineligibility depending on exigent circumstances of an Employee.**

ARTICLE 33 - DOMESTIC/INTIMATE PARTNER VIOLENCE LEAVE

33.1 Domestic/Intimate Partner Violence Leave

An Employee who experiences domestic violence or sexual violence may request up to 10 days of paid leave, and up to an additional 15 weeks of unpaid leave annually. This leave also applies to instances where the child of an Employee has experienced domestic or sexual violence.

This leave may be taken by the Employee in one or more units of time.

The Employer may request documentation, where available.

This leave is separate from Domestic Emergency and Sick Leave (Article 27.8).

ARTICLE 34 - RESIGNATION**34.1 Notice of Resignation**

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

ARTICLE 35 - TRANSPORTATION**35.1 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 Employer's home and the workplace.

35.2 Transit Reimbursement

Upon presentation of receipts, the Employer agrees to reimburse Employees for up to \$50 per month for public transit.

ARTICLE 36 - EXPENSES**36.1 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 37 - GENERAL**37.1 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 38 - EXEMPT AND SAVE HARMLESS**38.1 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 39 - TERM OF AGREEMENT**39.1 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, **2027**, 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 40 - PRESENT CONDITIONS AND BENEFITS**40.1 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.

40.2 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).

40.3 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 41 - PERFORMANCE DEVELOPMENT

41.1 Performance Development

Each employee will meet annually with a representative(s) of the Employer (this may include: their direct report/supervisor, the Operations and Human Resources Director, the Vice-President, or the President) on their hire anniversary date to discuss goals for the upcoming year and to review the previous year. The review process is a developmental and productive dialogue that is intended to give employees the opportunity to reflect on how the organization can best support their success. Employees can use this as an opportunity to bring forward training or professional development opportunities.

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

Employees are entitled to bring Union Representation to the performance development meeting.

SIGNED ON BEHALF OF THE UNION,
CUPE LOCAL 1004:

SIGNED ON BEHALF OF THE EMPLOYER,
BCIT FSA:



Scott McIntosh, President



Colin Jones, President



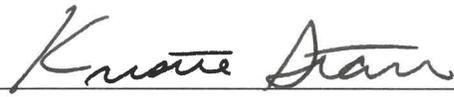
Saul Blakey, Business Agent



Maria Angerilli, Operations & Human Resources Director



Pierre Cassidy, Bargaining Unit Member



Kristie Starr, Bargaining Unit Member

Dated at VANCOUVER, B.C. this 23RD day of NOVEMBER, 2023.

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
Tess Rebbitt	April 7, 2011
Christine Nagy	February 1, 2015
George Talbott	May 17, 2017
Pierre Cassidy	March 11, 2019
Michael Thompson	August 21, 2019
Kristie Starr	September 10, 2019
Marnie Rice	September 13, 2021
Matthew Greaves	March 23, 2022

APPENDIX B

SENIOR LABOUR RELATIONS REPRESENTATIVE JOB DESCRIPTION

Job title	<i>Senior Labour Relations Representative</i>
Reports to	<i>Executive Director (Functional Reporting)</i>
Reports to	<i>Operations & Human Resources Director (Personnel Reporting)</i>

Job purpose

Plays the lead role in the support and guidance of the Labour Relations Team, and at the direction of the Executive Director, executes the FSA's strategic priorities regarding day-to-day labour relations service.

Scope

The SLRR is functionally accountable to the Executive Director, ensuring that the organization's day-to-day labour relations strategies, priorities, and services are implemented. Primarily, this means enforcing rights under the collective agreement, policies, and related provincial statutes.

The SLRR coordinates the work of the LR team, providing mentoring, coaching and guidance to the LR team. The SLRR is responsible for the efficient and effective handling of labour relations issues, including collaborating with the LR team and Information Officer in developing intake process, prioritizing work, and creation of standard responses for the handling of standard LR inquiries. The SLRR keeps the ED informed about LR work, including priorities and concerns. The SLRR regularly provides reports to the FSA board subject to approval by the ED.

The SLRR identifies and advises on systemic labour relations issues for the Association. To the Executive Director, SLRR advises on LR team workload and mitigations. The SLRR builds relationships with leaders and frontline representatives in BCIT's human resources management team and departments with FSA employees, seeking resolutions to issues or coordinating common approaches to problem solving. The SLRR is a regular attendee at the Labour Management Committee meetings held with BCIT, and may regularly lead such meetings.

The SLRR has the delegated authority to approve and sign settlements on behalf of the FSA—within limits determined in advance by the Executive Director. Otherwise, the SLRR shall recommend settlements to the Executive Director for their signature. In addition, for relatively minor issues or small amounts (to be determined by the Executive Director in advance), the SLRR may delegate signing authority to members of the LR team.

Duties and responsibilities

1. Maintains a caseload of grievances and related matters—often more complex or sensitive than those of the other LR team members—and performing all the duties as assigned in the position of Labour Relations Representative (attached as Appendix (link to LRR job posting).
2. Takes a leadership role in identifying systemic concerns and patterns, working with the LR team to develop plans and tactics for addressing same.

3. Maintains working relationships with leaders in BCIT's Human Resources Department and management, and where possible, seeks collaborative and mutually beneficial solutions to problems.
4. Monitors the LR team's caseloads and the backlog of files, providing coordination and guidance for maintaining a workload that is psychologically safe.
5. Leads and advises the LR team in the conduct of their work. This includes supporting team members to identify the central issues and relevant contractual and statutory provisions, and developing the proposed approach to the resolution of issues and grievances.
6. Mentors LR team regarding FSA's collective agreement, policies, relevant laws, negotiations, the formal and informal methods of resolving issues, negotiating settlements, and collaborative or creative problem solving.
7. Represents and advocates on behalf of the FSA informally in grievance hearings and relevant committees.
8. Recommends agenda items for and attends Labour Management Committee meetings with the Institute. May regularly lead such meetings.
9. Conducts, coordinates, and delegates legal research in support of the labour relations team's work or at the request of the Executive Director.
10. Recommends, where such expertise is not available on the LR team, the selection of external experts (e.g. lawyers and labour relations consultants). Following approval of the ED, the assignment and coordination of work to external experts shall be done by the SLRR or may be delegated to a member of the LR team.
11. May attend, prepare, and/or present at external hearings (e.g. arbitrations, labour board) on behalf of the FSA, with approval of the Executive Director
12. Works co-operatively with other staff in carrying out functions in a collegial office environment.
13. Other related duties, as assigned.

Knowledge, Skills, & Abilities

Knowledge:

- Significant knowledge in member representation
- Significant knowledge of labour-management relations, including both traditional and collaborative approaches (e.g. interest-based problem solving)
- Significant knowledge of unions, labour and arbitral law and related laws (e.g. human rights, employment standards)
- Knowledge of mediations and negotiations, and a demonstrated strong ability to negotiate written settlements for complex issues
- Familiarity with FSA Collective Agreement and its historical application, and to the informal mechanisms for resolving differences
- Political sensitivity to the FSA's context, its bargaining unit members' interests, and the policies and directions established by the Board of Directors of the FSA
- Demonstrated understanding of grievance arbitrations, the rules of evidence and procedure, and arbitral law.
- Knowledge of general office procedures and tools

Skills:

- Strong advocacy and negotiation skills
- Strong analytical reasoning skills, with the ability to spot issues and patterns, recommend solutions and approaches to complex problems, and develop approaches to solving those problems

- Highly developed interview skills, evidencing empathic listening
- Well-developed record-keeping skills for case management
- Highly articulate presentation skills
- Clear and concise writing skills for FSA materials
- Teaching skills for preparing and delivering member education materials through presentations, seminars, workshops, etc.
- Research skills necessary for gathering and presenting information needed in support of labour relations work and collective bargaining
- Strong communication and collaboration skills with an interest in participating in a team approach to representation
- Proficiency in MS Office programs and comfort in using databases

Abilities:

- Ability to think strategically, and creatively in solving and responding to labour relations issues
- Significant ability to build relationships with BCIT management
- Ability to coordinate the work of others, and build and contribute to a high-functioning, collaborative team
- Ability to prioritize their own work and those of their team, as required
- Ability to work within high levels of ambiguity, complexity, and uncertainty
- Ability to present a case before a third-party tribunal is an asset, with a strong preference for those with experience in grievance arbitration and labour board hearings
- Ability to work effectively and cooperatively with colleagues in a high volume office environment where competing priorities regularly shift

Working conditions

Working conditions of this position are governed by the BCIT FSA and CUPE 1004 Collective Agreement. Any variations to the standard hours of work, such as overtime, a flexible schedule, or the occasional need to work outside the standard hours of work shall be compensated as per the collective agreement.

The role is based at the BCIT Burnaby campus and travel may rarely be required to the BCIT Downtown campus. Based on duties, there may be opportunities for occasional travel outside the Lower Mainland but it is not a requirement of the position.

The Senior Labour Relations Representative works as part of an approximately ten-person office team. Team members have designated office space that may have to be shared depending on available space. Team members share meeting space. The work is largely at a computer or by phone with regular meetings. Attendance will also be required at some FSA events.

All employees of the BCITFSA are responsible and accountable for personal and confidential information on a daily basis.

Physical requirements

The Senior Labour Relations Representative will spend several hours a day in a sedentary position working at a computer with the ability to move about the office as needed. Office furniture will comply with Occupational Health and Safety Standards. Most of the workday is spent reading content, creating written/typed content, speaking on the phone, or in meetings. The work occasionally requires sustained focus on complex and detailed information. Regular, predictable attendance is required.

Psychological Demands

The FSA works with members who are often in situations that could potentially impact their livelihoods. Supporting FSA members and working in a high-impact environment can be accompanied by stress. FSA staff may encounter anxious, agitated, emotional and insistent people. This position will call upon the employee’s resilience, openness, and capacity for listening and responding professionally.

The organization often has more requests for service than can be met. The role will frequently need to prioritize competing demands and maintain positive working relationships with multiple stakeholders. Occasionally the role will be asked to provide information urgently.

Approved by: <i>Signatures of approval by management and the union</i>	Management Approval: Maria Angerilli, Operations & Human Resources Director	Union Approval:	
	<i>Signature</i>	<i>Signature</i>	
Date approved:	<i>July 2020</i>		
Reviewed:	<i>July 2020</i>		
Certification:	I certify that I have read and understand the responsibilities assigned to this position.		
	Employee Name:	Employee Signature:	Date:

Ideally, a job description should be reviewed at each round of bargaining. This job description is covered by the BCITFSA – CUPE 1004 Collective Agreement. Any changes must be done by mutual agreement.

APPENDIX C

LABOUR RELATIONS REPRESENTATIVE (LRR) JOB DESCRIPTION

Job title	<i>Labour Relations Representative (LRR)</i>
Reports to	<i>Executive Director (Functional Reporting)</i>
Reports to	<i>Operations & Human Resources Director (Personnel Reporting)</i>

Job purpose

As part of a labour relations (LR) team, an LRR works with FSA members to identify and seek resolutions to workplace and collective agreement issues through advocacy, engagement, and educational processes. As all FSA members are covered by one collective agreement and one employer, the members of the FSA's labour relations team work closely together and share some responsibilities.

Scope

The LRR enforces members' and the union's rights under the collective agreement, policies, and related provincial statutes. The LRR role, like all in the FSA, must be cognizant of the framework within each the FSA operates in: BC Labour Code, BC Society Act, other laws of BC and Canada, organizational policies and strategic mission, vision, values, and directions.

The LRR reports to the FSA's Executive Director, but task assignment, guidance, and priorities will primarily come from work done with the FSA's Senior Labour Relations Rep.

The LRR assists the SLRR in identifying and advising on systemic labour relations issues for the Association. The LRR works in partnership with the Member Engagement Officer to advise on, develop, and deliver tools and resources for FSA member education and advocacy. The LRR also works with the Information Officer, ensuring that their LR work is documented according to established and agreed upon standards. The LRR regularly provides updates to the SLRR to be included in reports to the FSA board, reports to the board are subject to approval by the ED.

The LRR builds relationships with representatives in BCIT's human resources team and departments that employ FSA members, seeking resolutions to issues or coordinating common approaches to problem solving. The LRR is a regular attendee at the Labour Management Committee meetings held with BCIT.

Duties and 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 the FSA and its members, including 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. Suggest, in conjunction with the Member Engagement Officer, actions or campaigns in furtherance of the FSA's goals.
8. Prepares written materials for the Newsletter related to relevant subject areas.
9. Gathers and presents required information in support of collective bargaining.
10. Maintains databases as required for long term bargaining objectives and historical comparisons.
11. Provides information to members on benefits provisions of the Collective Agreement, monitors benefits programmes and provides input to collective bargaining on such matters.
12. Conducts case-based research on grievances and provision of historical precedents in the Faculty & Staff Association bargaining unit.
13. Works co-operatively with other staff in carrying out functions in a collegial office environment.
14. Other related duties, as assigned.

Knowledge, Skills, & Abilities

Knowledge:

- Knowledge in member representation
- Knowledge of labour-management relations, including both traditional and collaborative approaches (*e.g.* interest-based problem solving)
- Knowledge of unions, labour and arbitral law and related laws (*e.g.* human rights, employment standards)
- Knowledge of mediations and negotiations, and a demonstrated ability to negotiate written settlements
- Familiarity with FSA Collective Agreement and its historical application, and to the informal mechanisms for resolving differences
- Political sensitivity to the FSA's context, its bargaining unit members' interests, and the policies and directions established by the Board of Directors of the FSA
- Knowledge of general office procedures and tools

Skills:

- Highly developed advocacy and negotiation skills
- Highly developed interview skills, evidencing empathic listening, problem identification, and solution development
- Well-developed record-keeping skills for case management
- Advocacy skills for representation to the level of Vice President or Director of Labour Relations
- Clear and concise writing skills for FSA materials
- Teaching skills for preparing and delivering member education materials through presentations, seminars, workshops, etc.
- Research skills necessary for gathering and presenting information needed in support of labour relations work and collective bargaining
- Strong communication and collaboration skills with an interest in participating in a team approach to representation
- Proficiency in MS Office programs and comfort in navigating databases

Abilities:

- Ability to think strategically, and creatively in solving and responding to labour relations issues
- Ability to build relationships with stakeholders
- Ability to contribute to a high-functioning, collaborative team
- Ability to prioritize their own work
- Ability to work within high levels of ambiguity, complexity, and uncertainty
- Ability to work effectively and cooperatively with colleagues in a high volume office environment where competing priorities regularly shift

Working conditions

Working conditions of this position are governed by the BCIT FSA and CUPE 1004 Collective Agreement. Any variations to the standard hours of work, such as overtime, a flexible schedule, or the occasional need to work outside the standard hours of work shall be compensated as per the collective agreement.

The role is based at the BCIT Burnaby campus and travel may rarely be required to the BCIT Downtown campus. Based on duties, there may be opportunities for occasional travel outside the Lower Mainland but it is not a requirement of the position.

The Labour Relations Representative works as part of an approximately ten-person office team. Team members have designated office space that may have to be shared depending on available space. Team members share meeting space. The work is largely at a computer or by phone with regular meetings. Attendance will also be required at some FSA events.

All employees of the BCITFSA are responsible and accountable for personal and confidential information on a daily basis.

Physical requirements

The Labour Relations Representative will spend several hours a day in a sedentary position working at a computer with the ability to move about the office as needed. Office furniture will comply with Occupational Health and Safety Standards. Most of the workday is spent reading content, creating written/typed content, speaking on the phone, or in meetings. The work occasionally requires sustained focus on complex and detailed information. Regular, predictable attendance is required.

Psychological Demands

The FSA works with members who are often in situations that could potentially impact their livelihoods. Supporting FSA members and working in a high-impact environment can be accompanied by stress. FSA staff may encounter anxious, agitated, emotional and insistent people. This position will call upon the employee's resilience, openness, and capacity for listening and responding professionally.

The organization often has more requests for service than can be met. The role will frequently need to prioritize competing demands and maintain positive working relationships with multiple stakeholders. Occasionally the role will be asked to provide information urgently.

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	<i>Signature</i>	<i>Signature</i>	
Date approved:	<i>July 2020</i>		
Reviewed:	<i>July 2020</i>		
Certification:	I certify that I have read and understand the responsibilities assigned to this position.		
	Employee Name:	Employee Signature:	Date:

Ideally, a job description should be reviewed at each round of bargaining. This job description is covered by the BCITFSA – CUPE 1004 Collective Agreement. Any changes must be done by mutual agreement.

APPENDIX D

MEMBER ENGAGEMENT OFFICER (MEO) JOB DESCRIPTION

Job title	<i>Member Engagement Officer (MEO)</i>
Reports to	<i>Executive Director (Functional Reporting)</i>
Reports to	<i>Operations & Human Resources Director (Personnel Reporting)</i>

Job purpose

Under the direction of the Executive Director and drawing upon the FSA's purposes, mission, vision, policies, and strategic initiatives, the Member Engagement Officer is responsible for increasing FSA member understanding of, involvement in, identification with, and attachment to the union and their collective and individual rights and responsibilities.

Scope

Working in coordination with FSA Directors, FSA operational staff, and the FSA labour relations team and collaboratively with the BCIT community and the broader faculty association sector, 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. The MEO should utilize tools identified from best practices in engagement, dialogue, participation, member communication and education, and reporting frameworks.

Duties and responsibilities***Planning and Strategy***

- Develops and implements a strategic communications and member engagement plan as well as supporting systems
- Advises and supports a strategic stakeholder and government relations strategy
- Oversees or advises on all Association efforts to communicate with the membership and the external community
- Under the direction of the Executive Director, supporting and advising the FSA on the development of, and the operationalization of a strategic plan for the Association

Member Involvement

- Strengthens understanding of, involvement in, and attachment to the FSA for FSA members which may include increased and/or higher quality:
 - Participation in Association activities by members
 - Communication from and to members
 - Direct contact between FSA members and FSA leadership
 - Involvement in the FSA from a greater proportion of members
 - Participation from marginalized groups within the membership
 - Planning and executing campaigns

- Coordinates member involvement in Association, Institute, and external committees and activities
- Coordinates member recognition and celebration initiatives

Accountability

- Increase the Association's understanding of, and responsiveness to, the membership
- Design, develop, implements, and manages, methods of engagement for our members.
- To be aware of our members' bargaining-related interests at all times
- Identifies membership needs and develops proposals for addressing them, including the potential for new or modified activities

Communications

- Oversees the preparation and distribution of Association materials, print and digital, including newsletters, pamphlets, bulletins, handbooks, social media activities, and meeting presentations
- Provides ongoing oversight and maintenance of FSA website content and design

Member Education

- To have members understand that their involvement is critical to the core of a member-led and member-governed organization
- Work with knowledge holders in the Association to develop and deliver education initiatives and materials to FSA members so that they know of their membership, the purpose of the FSA and how the FSA can be beneficial to them
- Work with knowledge holders in the Association to develop and deliver education initiatives and materials that increase the knowledge of members in the areas of the collective agreement, bargaining, and other rights and responsibilities they have

Event Coordination and Execution

- Frequently meets with members and groups of members to hear their concerns and desires and connect them with FSA resources and activities
- Facilitates connections between members and FSA leaderships
- Provides support to and improves the effectiveness of FSA meetings and events

Contribution to FSA Team

- Works co-operatively with other staff in carrying out functions in a collegial office environment.
- Other related duties, as assigned.

Knowledge, Skills, & Abilities

Knowledge:

- Online and offline communications, engagement, and dialogue practices
- FSA membership structure and FSA membership within the BCIT structure
- Understanding of the rights and responsibilities of FSA membership
- Political, social, and environmental context of the FSA's work
- General office procedures and tools
- Engagement and dialogue principles

Skills:

- Proficiency in MS Office programs, social media platforms, and print and electronic publishing
- Superior presentation skills
- Professional written communication skills
- Strategic communication planning
- Event and meeting planning and organizing
- Excellent interpersonal communication

Abilities:

- Highly organized with a strong attention to detail
- Strong in identifying needs and opportunities and generating ideas
- Ability to manage, execute, or oversee a project with minimal supervision
- Ability to brainstorm and form ideas and concepts
- Ability to building new and maintain existing relationships
- Ability to work effectively and cooperatively with colleagues in a high volume office environment where competing priorities regularly shift

Working conditions

Working conditions of this position are governed by the BCIT FSA and CUPE 1004 Collective Agreement. Any variations to the standard hours of work, such as overtime, a flexible schedule, or the occasional need to work outside the standard hours of work shall be compensated as per the collective agreement.

The role is based at the BCIT Burnaby campus and travel may rarely be required to the BCIT Downtown campus. Based on duties, there may be opportunities for occasional travel outside the Lower Mainland but it is not a requirement of the position.

The Member Engagement Officer works as part of an approximately ten-person office team. Team members have designated office space that may have to be shared depending on available space. Team members share meeting space. The work is largely at a computer or by phone with regular meetings. Attendance and work will also be required at some FSA events.

All employees of the BCITFSA are responsible and accountable for personal and confidential information on a daily basis.

Physical requirements

The Member Engagement Officer will spend several hours a day in a sedentary position working at a computer with the ability to move about the office as needed. Office furniture will comply with Occupational Health and Safety Standards. Most of the workday is spent reading content, creating written/typed content, speaking on the phone, or in meetings. The work occasionally requires sustained focus on complex and detailed information. Regular, predictable attendance is required.

This position includes setting up for, executing, and tearing down, events. This often includes transporting materials of up to 40lb using a cart/dolly.

Psychological Demands

The FSA works with members who are often in situations that could potentially impact their livelihoods. Supporting FSA members and working in a high-impact environment can be accompanied by stress. FSA

staff may encounter anxious, agitated, emotional and insistent people. This position will call upon the employee’s resilience, openness, and capacity for listening and responding professionally.

The organization often has more requests for service than can be met. The role will frequently need to prioritize competing demands and maintain positive working relationships with multiple stakeholders. Occasionally the role will be asked to provide information urgently.

Approved by: <i>Signatures of approval by management and the union</i>	Management Approval: Maria Angerilli, Operations & Human Resources Director		Union Approval:	
	<i>Signature</i>		<i>Signature</i>	
Date approved:	<i>July 2020</i>			
Reviewed:	<i>July 2020</i>			
Certification:	I certify that I have read and understand the responsibilities assigned to this position.			
	Employee Name:	Employee Signature:	Date:	

Ideally, a job description should be reviewed at each round of bargaining. This job description is covered by the BCITFSA – CUPE 1004 Collective Agreement. Any changes must be done by mutual agreement.

APPENDIX E

INFORMATION OFFICER JOB DESCRIPTION

Job title	<i>Information Officer</i>
Reports to	<i>Operations & Human Resources Director</i>

Job purpose

The Information Officer (IO) ensures that all stakeholders in the mission, vision, and values of the Association have at their disposal the processes, procedures, information, and data they need to achieve excellence in their respective roles.

Scope

The scope of the responsibilities and accountabilities of the Information Officer spans all Association operational departments, insofar as each department is defined as the owner or contributor to a set of operational processes and procedures, produces valuable operational data, and requires, in the performance of their duties, meaningful information gleaned from a variety of internal and external data sources.

Specifically, the IO is responsible for the design, development, implementation, and management of Association data, records, and information systems, as well as the formal definitions of business processes that those systems support and into which they are integrated. With a focus on the design and implementation of self-serve information systems, and the alignment of those systems with formal process definitions, the Information Officer ensures that the Association's information is produced, used, stored, and destroyed in a standardized, secure, and efficient manner consistent with the Association's legal obligations and industry best practice.

The Information Officer will coordinate with Association staff, wherever necessary, to define, revise, and improve the operational processes and procedures, as well as the information systems used and integrated into their delivery.

Duties and responsibilities

1. Coordinates the development, review, documentation, and improvement of Association operational processes and procedures.
2. Ensures that all business processes include definitions for the collection, use, storage, and destruction of Association data relevant to those processes, providing recommendations to changes in process and systems where they do not.
3. Designs, develops, implements, and manages Association information systems, both digital and analogue, to reflect and support the Association's operational processes and procedures.
4. Designs, develops, implements, and manages Association databases and data sources, including, but not limited to those relating to membership records, labour relations case files, and collective bargaining.
5. Conducts formal and informal requirement gathering activities with stakeholders to determine Association information and reporting needs.
6. Provides analyses of, and reports on, the Association's adherence to its legal and privacy obligation on the collection, use, storage, destruction of data, records, and information,

ensuring that the Association uses secure, sustainable, and efficient systems for managing all the information it receives and generates.

7. Works with BCIT to implement negotiated agreements on the delivery of regular reports on the Association's membership, including its content, structure, format, delivery schedule, delivery method.
8. Designs, develops, and implements self-serve systems such as dashboards, standardized reports, and data sets, for the gathering, organizing, and analysing of information in the service of Association functions including labour relations, collective bargaining, member engagement, communications, government relations, strategic planning, governance, and administration.
9. Designs and manages the Association labour relations intake and archiving processes and procedures.
10. Works co-operatively with other staff in carrying out functions in a collegial office environment.
11. Other related duties, as assigned.

Knowledge, Skills, & Abilities

Knowledge:

- Significant knowledge of information and records management best practices
- Significant knowledge of database administration and systems design
- Knowledge of relational database management systems (RDBMS) and Extract, Transform, and Loading (ETL) processes
- Knowledge of data analysis techniques, including dash-boarding and report design
- Knowledge of general office procedures and tools

Skills:

- Proficiency in MS Office programs with advanced knowledge of Microsoft Excel and Access
- Proven project management and time management skills
- Strong organizational skills, including the ability to organize the work of colleagues.
- Excellent analytical reasoning
- Excellent verbal & written communication skills

Abilities:

- Highly organized with an strong attention to detail and process
- Ability to work with a high degree of discretion and confidentiality
- Strong in identifying needs and opportunities and generating ideas
- Ability to manage, execute, or oversee a project with minimal supervision
- Ability to brainstorm and form ideas and concepts
- Ability to work effectively and cooperatively with colleagues in a high volume office environment where competing priorities regularly shift

Working conditions

Working conditions of this position are governed by the BCIT FSA and CUPE 1004 Collective Agreement. Any variations to the standard hours of work, such as overtime, a flexible schedule, or the occasional need to work outside the standard hours of work shall be compensated as per the collective agreement.

The role is based at the BCIT Burnaby campus and travel may rarely be required to the BCIT Downtown campus. Based on duties, there may be opportunities for occasional travel outside the Lower Mainland but it is not a requirement of the position.

The Information Officer works as part of an approximately ten-person office team. Team members have designated office space that may have to be shared depending on available space. Team members share

meeting space. The work is largely at a computer or by phone with regular meetings. Attendance will also be required at some FSA events.

All employees of the BCITFSA are responsible and accountable for personal and confidential information on a daily basis.

Physical requirements

The Information Officer will spend several hours a day in a sedentary position working at a computer with the ability to move about the office as needed. Office furniture will comply with Occupational Health and Safety Standards. Most of the workday is spent reading content, creating written/typed content, speaking on the phone, or in meetings. The work occasionally requires sustained focus on complex and detailed information. Regular, predictable attendance is required.

Psychological Demands

The FSA works with members who are often in situations that could potentially impact their livelihoods. Supporting FSA members and working in a high-impact environment can be accompanied by stress. FSA staff may encounter anxious, agitated, emotional and insistent people. This position will call upon the employee's resilience, openness, and capacity for listening and responding professionally.

The organization often has more requests for service than can be met. The role will frequently need to prioritize competing demands and maintain positive working relationships with multiple stakeholders. Occasionally the role will be asked to provide information urgently.

Approved by: <i>Signatures of approval by management and the union</i>	Management Approval: Maria Angerilli, Operations & Human Resources Director	Union Approval:	
	<i>Signature</i>	<i>Signature</i>	
Date approved:	<i>July 2020</i>		
Reviewed:	<i>July 2020</i>		
Certification:	I certify that I have read and understand the responsibilities assigned to this position.		
	Employee Name:	Employee Signature:	Date:

Ideally, a job description should be reviewed at each round of bargaining. This job description is covered by the BCITFSA – CUPE 1004 Collective Agreement. Any changes must be done by mutual agreement.

APPENDIX F
OPERATIONS ASSISTANT JOB DESCRIPTION

Job title	<i>Operations Assistant</i>
Reports to	<i>Operations & Human Resources Director</i>

Job purpose

The Operations Assistant maintains routine administrative systems across the Association's operations and provides support to other office functions, including handling reception, records maintenance, materials management, and other responsibilities.

Scope

Reporting to the Operations & Human Resources Director, the Operations Assistant, as part of the FSA office team, supports almost all of the Association's operations by following or assisting in developing policies, procedures, routines, and directions. The Operations Assistant will assist other staff with various tasks including records management, financial administration, supplies and equipment management, logistics, event and meeting co-ordination, preparation of documents, and organizing information. The Operations Assistant is expected to present the union in a welcoming and professional manner to members, representatives of the employer, community members, and service providers through reception services. Additionally, the Operations Assistant will provide assistance with communications and events as well as ensuring our information and materials are well organized and accessible.

Duties and responsibilities

1. Provides general reception services
2. Monitors and redirects in-person, phone, and email enquiries
3. Handles receipt and distribution of correspondence, external publications, and materials within the office.
4. Assists in maintaining information management systems, including membership and staff information, filing, electronic records management, backing up data, filing legal opinions as requested by the LRR team and archiving and destruction of records.
5. Retrieves and organizes information as requested by other staff and liaises with off-site storage providers.
6. Enters data and assists in maintaining databases.
7. Maintains print and online reference materials
8. Processes accounts payable and accounts receivable and assists with information gathering during yearly financial audit.
9. Supports meetings and events through scheduling, room booking, catering, and arranging other equipment and services as needed.
10. Monitors and maintains facilities, including managing boardroom reservations and liaising with service providers.
11. Assists in the preparation of FSA web, print, and electronic correspondence and materials
12. Distributes FSA publications and manages distribution lists for the publications

13. Monitors, maintains and orders office supplies and monitors common space office equipment
14. Monitors lease agreement for the printer/copier.
15. Monitors and makes recommendations regarding office administrative systems
16. Works co-operatively with other staff in carrying out functions in a collegial office environment.
17. Other related duties, as assigned.

Knowledge, Skills, & Abilities

Knowledge:

- Knowledge of office administrative procedures
- Basic user knowledge of accounting software such as Quickbooks
- Understanding of standards and processes relating to accounts payable and accounts receivable
- Familiarity with digital and print information management systems, including database operations
- Familiarity with office equipment and leasing arrangements
- Familiarity with meeting logistics

Skills:

- High degree of proficiency with MS Office including Outlook
- Excellent proofreading
- Proficient keyboarding with speed and accuracy
- Proficiency in creation and use of spreadsheets
- Proficient in use of on-line services including internet search and account management
- Effective listening
- Assertive communication

Abilities:

- Excellent organizational ability and attention to detail
- Processes information with a high degree of accuracy
- Independent problem solving
- High degree of discretion and confidentiality
- Communicates in a clear and respectful manner
- Follows procedures and direction
- Demonstrates initiative and anticipates needs
- Acts in a consultative manner while moving tasks to completion
- Ability to work effectively and cooperatively with colleagues in a high volume office environment where competing priorities regularly shift

Working conditions

Working conditions of this position are governed by the BCIT FSA and CUPE 1004 Collective Agreement. Any variations to the standard hours of work, such as overtime, a flexible schedule, or the occasional need to work outside the standard hours of work shall be compensated as per the collective agreement.

The role is based at the BCIT Burnaby campus and travel may rarely be required to the BCIT Downtown campus. Based on duties, there may be opportunities for occasional travel outside the Lower Mainland but it is not a requirement of the position.

The Operations Assistant works as part of an approximately ten-person office team. Team members have designated office space that may have to be shared depending on available space. Team members share meeting space. The work is largely at a computer or by phone with regular meetings. Attendance will also be required at some FSA events.

All employees of the BCITFSA are responsible and accountable for personal and confidential information on a daily basis.

Physical requirements

The Operations Assistant will spend several hours a day in a sedentary position working at a computer with the ability to move about the office as needed. Office furniture will comply with Occupational Health and Safety Standards. Most of the workday is spent reading content, creating written/typed content, speaking on the phone, or in meetings. The work occasionally requires sustained focus on complex and detailed information. Regular, predictable attendance is required.

This position includes assisting in setting up for, and tearing down, events. This often includes transporting materials of up to 40lb using a cart/dolly.

Psychological Demands

The FSA works with members who are often in situations that could potentially impact their livelihoods. Supporting FSA members and working in a high-impact environment can be accompanied by stress. FSA staff may encounter anxious, agitated, emotional and insistent people. This position will call upon the employee's resilience, openness, and capacity for listening and responding professionally.

The organization often has more requests for service than can be met. The role will frequently need to prioritize competing demands and maintain positive working relationships with multiple stakeholders. Occasionally the role will be asked to provide information urgently.

Approved by: <i>Signatures of approval by management and the union</i>	Management Approval: Maria Angerilli, Operations & Human Resources Director	Union Approval:	
	<i>Signature</i>	<i>Signature</i>	
Date approved:	<i>July 2020</i>		
Reviewed:	<i>July 2020</i>		
Certification:	I certify that I have read and understand the responsibilities assigned to this position.		
	Employee Name:	Employee Signature:	Date:

Ideally, a job description should be reviewed at each round of bargaining. This job description is covered by the BCITFSA – CUPE 1004 Collective Agreement. Any changes must be done by mutual agreement.

APPENDIX G

COMPASSIONATE CARE LEAVE WITHOUT PAY

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

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

2. The following "family members" are persons identified through their relationship to the Employee's spouse:
 - Spouse's parents or step-parents
 - Spouse's siblings or step-siblings
 - Spouse's children
 - Spouse's grandparents
 - Spouse's grandchildren
 - 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.

LOU – JLRR 9DFN:

Letter of Understanding

between

BCIT Faculty and Staff Association
Hereinafter referred to as “the Employer”)

and

Canadian Union of Public Employees, Local 1004
(Hereinafter referred to as “the Union”)

RE: Junior Labour Relations Representative and Nine Day Fortnight (9DFN)

This Agreement is made without prejudice and without precedent to the interpretation or application of the Collective Agreement, or any other agreements between the Parties, or to any similar dispute between the Parties.

Whereas the Parties in Collective Bargaining of 2022 discussed the operational requirements of the Junior Labour Relations Representative (JLRR) and the applicability of various hours of work schedules for the position; and,

Whereas the JLRR is currently a pilot program, filled temporarily.

Now therefore the parties agree as follows:

1. Nothing in this letter creates a requirement for the Employer to make the JLRR a permanent position.
2. While the position is filled, the JLRR may, with the agreement of the Executive Director, use a 9-Day Fortnight Schedule as detailed in Article 16. (9-Day Fortnight Schedule)

The Employer and Union agree that these terms represent the full and final resolution of all matters addressed in this Letter of Understanding. No new grievances or complaints of any kind shall be filed concerning them, save and except to enforce the terms of this Agreement.

SIGNED ON BEHALF OF THE UNION,
CUPE LOCAL 1004:

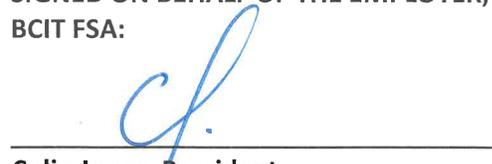


Scott McIntosh, President



Saul Blakely, Business Agent

SIGNED ON BEHALF OF THE EMPLOYER,
BCIT FSA:



Colin Jones, President



Maria Angerilli, Operations & Human Resources Director

Dated at VANCOUVER, B.C. this 23RD day of NOVEMBER, 2023.

LOU – VACATION HARMONIZATION:**Letter of Agreement****between****BCIT Faculty and Staff Association
Hereinafter referred to as “the Employer”)****and****Canadian Union of Public Employees, Local 1004
(Hereinafter referred to as “the Union”)****RE: Harmonization of Leaves to Fiscal Year in the Transition Year**

This Agreement is made without prejudice and without precedent to the interpretation or application of the Collective Agreement, or any other agreements between the Parties, or to any similar dispute between the Parties.

The Union and Employer, as agreed in 2022 Collective Bargaining negotiations, changed Article 21.2 of the Collective Agreement, moving the allocation of Vacation Leave from the Employee’s anniversary of hire date to the fiscal year start, effective July 1, 2023. This change was intended to simplify calculations, but not affect real vacation entitlement for any employee.

The Union and Employer, as part of the harmonization of leaves also agreed that Sick Leave entitlements under Articles 27.4 (Sick Leave Less than One-Half Day) and 27.8 (Domestic Emergency) would be allotted on July 1st of every year after the transition year.

Now, therefore, the parties agreed as follows:

- 1. The Transition Year is defined as the period from July 1, 2022, to June 30, 2023. For each Employee’s anniversary of hire date that falls within this period, the employer will allot a pro-rated amount of Vacation Leave to the Employee. This pro-rated amount will be based on the agreed to language of Articles 21.2 (Vacation Calculation) and 21.1 (Vacation Allowance), and will follow the following formula:
 - a) $[(\text{Annual Vacation Allotment}) / (12 \text{ months})] * (\text{number of partial and full months until June 30, 2023})$**
 - b) Plus, for those employees entering an increment year (where their vacation allotment will increase), an additional allotment based on Article 21.1 (Vacation Allowance).****
- 2. Sick Leave entitlements for Sick Leave Less than One-Half Day (Article 27.4) and Domestic Emergency (Article 27.8) will be allotted on a pro-rated basis on the Anniversary Hire Date during the Transition Year, and will be allotted as detailed in the Collective Agreement language on July 1, 2023, and each subsequent July 1 following that.**
- 3. Appendix ‘A’ is attached to and forms part of this LOA. Appendix ‘A’ contains the Anniversary Hire Date for each employee, and clarifies what they will be allotted on the Anniversary Hire Date in the Transition Year, and what they will be allotted on July 1st, 2023.**

4. Employees will have no carryover limit for Vacation Leave on July 1, 2023.
5. Employees may borrow up to ten (10) vacation days from their July 1, 2023, allotment during the Transition Year for the period between the anniversary of hire date and June 30, 2023.
6. The Employer and Union agree that these terms represent the full and final resolution of all matters addressed in this Letter of Understanding. No new grievances or complaints of any kind shall be filed concerning them, save and except to enforce the terms of this Agreement.

Employee Name and Hire Date	<i>Employee Name; Date of Hire</i>		
Leave Entitlement Type	Allotment on Anniversary of Hire Date During Transition Year	Allotment on July 1, 2023	Comments
Art. 21.1 – Vacation Allowance	<i># days</i>	<i># days</i>	<i>[If allotment is increasing, calculation can be shown here]</i>
Art. 27.4 – Sick Leave Less than One-Half Day	<i># instances</i>	<i># instances</i>	
Art. 27.8 – Domestic Emergency	<i># days</i>	<i># days</i>	

SIGNED ON BEHALF OF THE UNION,
CUPE LOCAL 1004:

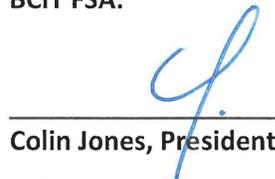


Scott McIntosh, President



Saul Blakey, Business Agent

SIGNED ON BEHALF OF THE EMPLOYER,
BCIT FSA:



Colin Jones, President



Maria Angerilli, Operations & Human Resources Director

Dated at VANCOUVER, B.C. this 23RD day of NOVEMBER, 2023.

LOU – JLRR BARGAINING UNIT WORK

Letter of Understanding

between

**BCIT Faculty and Staff Association
Hereinafter referred to as “the Employer”)**

and

**Canadian Union of Public Employees, Local 1004
(Hereinafter referred to as “the Union”)**

RE: Junior Labour Relations Representative, Job Description, Bargaining Unit Work
This Agreement is made without prejudice and without precedent to the interpretation or application of the Collective Agreement, or any other agreements between the Parties, or to any similar dispute between the Parties.

Whereas the Parties have previously agreed to the scope of work and duties of the Job Description for the Junior Labour Relations Representative (JLRR); and,

Whereas the Parties in the collective bargaining of 2022 discussed the scope of work and bargaining unit work of the JLRR in relation to the temporary status of the position.

Now therefore the parties agree as follows:

1. At this time the JLRR is a temporary pilot position. Nothing in this letter creates a requirement for the Employer to post or fill the JLRR position or establish the position as a permanent one.
2. The duties and scope of work of the JLRR are solely held within the Bargaining Unit, and if the position of the JLRR is not filled, the work shall remain with the Bargaining Unit.
3. The Employer has sole authority to determine how the work of the Bargaining Unit is assigned, so long as it is assigned in line with the Collective Agreement and this letter of agreement.

The Employer and Union agree that these terms represent the full and final resolution of all matters addressed in this Letter of Understanding. No new grievances or complaints of any kind shall be filed concerning them, save and except to enforce the terms of this Agreement.

SIGNED ON BEHALF OF THE UNION,
CUPE LOCAL 1004:

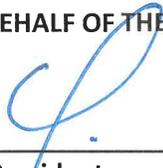


Scott McIntosh, President



Saul Blakey, Business Agent

SIGNED ON BEHALF OF THE EMPLOYER,
BCIT FSA:



Colin Jones, President



Maria Angerilli, Operations & Human Resources Director

Dated at VANCOUVER, B.C. this 23RD day of NOVEMBER, 2023.

LOU – REMOTE WORK**Letter of Understanding****between****BCIT Faculty and Staff Association
Hereinafter referred to as “the Employer”)****and****Canadian Union of Public Employees, Local 1004
(Hereinafter referred to as “the Union”)****RE: Remote Work****The parties agree to the following terms and conditions:**

The FSA is an in-person employer and is committed to in-person operations during business regular hours with the exception of Fridays during the months of June, July, August, and December when the FSA operations will be remote.

Staff must work a minimum of three (3) days per week at the BCIT Burnaby Campus FSA office (“the office”) and will have the opportunity to voluntarily work a maximum of two (2) days per week remotely.

In-office requirements

- **Operational reasons may require attendance in the office for some or all staff for more than three (3) days in a given week. The employer will endeavour to provide as much notice as possible and will not set this requirement arbitrarily.**
- **A minimum of two (2) bargaining unit members are to be scheduled in the office per day. In the unusual circumstance in which only one person is scheduled on a particular day, the office door shall remain locked, in line with Article 16.6.**
- **All staff must be in the office on Wednesday of each week unless on an approved leave or vacation.**
- **Schedules will be set in the first full week of the preceding month (e.g., by end of day Friday in the first week of June, Employees will determine their remote work schedule for the month of July). Employees will, on a by-seniority order, schedule their in-office days in a common calendar.**
- **Once the monthly schedule is determined, proposed changes to the schedule will be evaluated on a case-by-case basis. The parties will endeavor to provide as much notice as possible and will not change schedules arbitrarily.**
- **On scheduled remote-work days, staff are required to be in British Columbia and within 125 km of 3700 Willingdon Avenue, except by prior approval from the Operations/HR Director or the Executive Director.**

Hours of Work

- Nothing in this LOA is intended to change the established hours of work of individual employees. While working remotely, employees are expected to continue with their regularly established hours of work and break periods.

Home Office Supplement

- Although working remotely is voluntary, the FSA will provide \$300 per fiscal year that this LOA is in effect for staff to use in order to maintain a home office. Receipts will not be required and this will be a taxable benefit.

Privacy

- Employer surveillance of any kind is prohibited under this Agreement.

Evaluation of Remote Work Arrangement

- The parties commit to meaningful consultation. Issues that may arise with the implementation of Remote Work shall be addressed either at the Labour-Management Meeting, or at case specific meetings. The parties will meet two years after the signing of this Letter of Agreement to discuss the viability of Remote Work, and with an eye to resolving issues that may have arisen but keeping the flexibility allowed with this agreement.
- If the parties determine that there are issues with Remote Work which cannot be resolved through consultation, the Employer may give 6 months' notice of a significant alteration or cancellation of this Remote Work agreement to provide the Employees time to adjust to these changes. This will not be done arbitrarily and both parties will make every reasonable effort to work through problems if they arise.

SIGNED ON BEHALF OF THE UNION,
CUPE LOCAL 1004:



Scott McIntosh, President

SIGNED ON BEHALF OF THE EMPLOYER,
BCIT FSA:



Colin Jones, President



Saul Blakey, Business Agent



Maria Angerilli, Operations & Human Resources Director

Dated at VANCOUVER, B.C. this 23RD day of NOVEMBER 2023.

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