

MEMORANDUM OF AGREEMENT

between the

BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY
(hereinafter called "the Employer")

and the

BCIT FACULTY AND STAFF ASSOCIATION (BCIT FSA)
(hereinafter called "the Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY, ACTING ON BEHALF OF THE BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY BOARD;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE BCIT FACULTY AND STAFF ASSOCIATION UNION (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING July 01, 2019 AND EXPIRING June 30, 2022 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2014 - 2019 Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreements shall be for thirty-six (36) months from July 01, 2019 to June 30, 2022 both dates inclusive.

3. Effective Dates

The effective date for all changes to the new Collective Agreement will be the date of ratification of this Memorandum of Agreement, unless otherwise specified.

4. Appendix "A"

The Employer and the Union also agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "A". Except as identified below, all other proposals tabled by the parties are withdrawn without prejudice.

5. Appendix "B"

The Employer and the Union also agree to the amendments to the new Collective Agreement as proposed by the MEMAG subcommittee and attached to this Memorandum of Agreement as Appendix "B", unless the parties already agreed to modify or remove language relating to these amendments in a tentatively agreed document. The Parties acknowledge that they were not able to

complete the work of the MEMAG subcommittee during this round of bargaining. Therefore, the Parties agree to continue their review of the outstanding Memoranda of Agreement and create a new list as per Article 22 of the Collective Agreement.

6. Appendix "C"

The Employer and the Union also agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "C" which includes all "green sheet" items tentatively agreed by the parties to date.

7. Ratification

The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations.

This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.

Signed this 27th day of May, 2020.

BARGAINING REPRESENTATIVES
FOR THE EMPLOYER:



Colin Gibson

Ana Lopez


Ana Lopez



Katie Cobban

Michelle Stewart

Michelle Stewart



Jennifer Figner

Michele Morrison

Michele Morrison

Phil Ramer

Phil Ramer

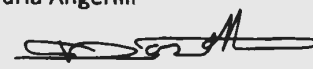
BARGAINING REPRESENTATIVES
FOR THE UNION:



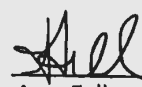
Colin Jones



Maria Angerilli



Silvia Raschke
Terry Gordon

Terry Gordon


Amy Fell

APPENDIX A

1. Article 1.8.6 - Division

The parties agree to amend Article 1.8.6.1 Division as follows:

“1.8.6.1 The organizational unit next above the Department level and consisting of **one (1) two (2)** or more Departments. For purposes of the Collective Agreement the Divisions shall be:

~~School of Health Sciences~~
School of Business + **Media**
School of Computing and Academic Studies
School of Construction and the Environment
School of Transportation
School of Health Sciences
School of Energy
Division of Educational Support and Innovation
~~Division of Research and International~~
Division of Student Services
~~Division of Learning and Technology Services~~
Division of Indigenous Initiatives and Partnerships
Division of Information Technology
Division of International”

2. Article 6.1 Academic and Non-Academic Managers

The parties agree to amend Article 6.1 Academic and Non-Academic Managers as follows:

“6.1 Academic and Non-Academic Managers

The Parties agree that the selection of Academic and Non-Academic Managers shall be governed by the provisions of the memorandum of Agreement numbered 00FSA24 **Letter of Understanding XX.**”

3. Article 9.6 Maternity/ Parental Leaves

The parties agree to amend Article 9.6 Maternity/Parental Leaves as follows:

“9.6 Maternity/Parental Leaves

9.6.1 Maternity Leave

9.6.1.1 No Employee shall be dismissed for reason of pregnancy.

9.6.1.2 Maternity leave provisions shall apply to a ~~an~~ **pregnant** Employee upon commencement of employment with the Employer.

The Employee must provide at least four (4) weeks written notice to the Employer of their intention to apply for maternity leave. This notice is for the purpose of allowing the Employer to make advance arrangements for temporarily replacing the Employee on maternity leave.

~~9.6.1.36~~ Following the date of delivery, the Employee may opt to continue on leave of absence without pay to a maximum of eighteen (18) months from the date of delivery. **Maternity leave is an unpaid leave of absence, with a duration of up to seventeen (17) weeks.**

~~9.6.1.45~~ Upon request, a pregnant Employee shall be granted automatically up to eleven (11) weeks leave of absence without pay during the period immediately preceding the predicted date of delivery.

The period of maternity leave without pay shall commence on a date determined by the Employee, but no sooner than thirteen (13) weeks prior to the estimated date of birth of the child(ren), and no later than the date of birth of the child(ren).

~~9.6.1.51~~ If the Employee maintains coverage for benefits while on maternity and/or parental leave, the Employer agrees to pay the Employer's share of these premiums for a period of not more than **seventeen (17) weeks** ~~fifty two (52) weeks~~.

~~9.6.1.63~~ The Employer shall allow maternity leave for a female-pregnant Employee to a maximum of three (3) months on accumulated sick leave, and this benefit may be used in whole or in part at the Employee's option at any time ~~or times~~ during pregnancy or after date of delivery within an eighteen (18) month period.

If the Employee takes the above-noted sick leave after the date of delivery and is in receipt of Employment Insurance benefits, the Employer will pay the Employee the difference between Employment Insurance benefits and one hundred percent (100%) of their salary calculated on their average base salary. Sick leave as described above will reduce accumulated sick leave banks at the rate of one full day for each day paid.

~~9.6.1.74~~ An Employee having insufficient accumulated sick leave to take advantage of Article 9.6.1.3 shall be advanced sick leave to the extent and in the manner provided in Articles 9.3 and 9.12.2.

~~9.6.1.89~~ Any absence due to illness during pregnancy, while an Employee is not on maternity leave, shall be covered by the sick leave provisions of this Agreement, and any claim made under this clause shall not reduce the

benefit referred to in Articles 9.6.1.63 and 9.6.1.74.

9.6.1.911 During leave of absence without pay following the date of delivery, the Employee shall be given preference for any suitable part-time positions, subject to the provisions of the Employment Standards Act.

9.6.1.107An Employee who is on maternity leave and who will not be accessing parental leave and/or parental leave shall give written notice to the Employer at least one (1) month before the scheduled expiration of this leave if the Employee does not intend to return to duty at the Institute on the scheduled date. or has opted for an extension of the Maternity Leave as provided for in Article 9.6.1.6.

9.6.1.118If an Employee who will not be accessing parental leave fails to return from maternity leave and/or parental leave to employment at the Institute within twenty (20) working days after the scheduled date of expiration of the maternity and/or parental leave and has not given notice as specified in Article 9.6.1.107, then the Employee shall be deemed to have resigned as of the date of expiration of the maternity and/or parental leave.

9.6.1.12 On return to duty, the Employee shall be reinstated in a position at least the same as or equivalent to that previously held.

9.6.2 Adoption Leave

9.6.2.1 An Employee who adopts a child shall, subject to the following conditions, be granted one (1) month's leave with pay and a further thirty three (33) consecutive weeks' leave without pay (a total leave of thirty seven (37) consecutive weeks in duration) commencing within fifty two (52) weeks immediately upon the child's placement with the parent:

9.6.2.1.1 Application shall be made to the Dean or equivalent;

9.6.2.1.2 The one (1) month period when the Employee is on adoption leave with pay shall be deducted from the Employee's sick leave credits, including borrowed sick leave as in Article 9.3 and 9.12.2;

9.6.2.1.3 The Employee must provide at least four (4) weeks written notice to the Employer of intention to apply for adoption leave. This notice is for the purpose of allowing the Employer to make advance arrangements for temporarily replacing the Employee on adoption leave.

9.6.2.2 The provisions of Articles 9.6.1.2, 9.6.1.10 and 9.6.1.12, shall apply to Adoption Leave.

9.6.23 Parental Leaves

9.6.2.1 An Employee who has accessed maternity leave under Article 9.6.1 shall be entitled, upon request, to a leave without pay for a period not to exceed sixty-one (61) consecutive weeks, which must begin immediately after the leave taken under Article 9.6.1.

~~9.6.2.23.1~~ An Employee, **who is a parent and** who has not accessed maternity leave **under Article 9.6.1** shall be entitled, upon request, to a leave without pay for a period not to exceed **sixty-two (62) weeks, which must begin within seventy-eight (78) weeks after the birth of the child(ren).** ~~thirty-seven (37) weeks upon the birth of the Employee's child. Such leave must commence within fifty-two (52) weeks of the birth of the child.~~

~~9.6.2.32.1~~ An Employee who adopts a child shall, ~~subject to the following conditions,~~ **be entitled, upon request, to a leave without pay for a period not to exceed sixty-two (62) weeks which must begin within seventy-eight (78) weeks immediately following** ~~granted one (1) month's leave with pay and a further thirty three (33) consecutive weeks' leave without pay (a total leave of thirty seven (37) consecutive weeks in duration) commencing within fifty-two (52) weeks immediately upon the child's placement with the parent.:~~

An Employee who adopts a child is eligible to use sick leave credits to take a one (1) month paid leave during this parental leave. This paid leave shall be deducted from the Employee's sick leave credits, including borrowed sick leave as in Article 9.3 and pooled sick leave as in Article 9.12.2.

~~9.6.2.1.1~~ — Application shall be made to the Dean or equivalent;

~~9.6.2.1.2~~ — The one (1) month period when the Employee is on adoption leave with pay shall be deducted from the Employee's sick leave credits, including borrowed sick leave as in Article 9.3 and 9.12.2;

~~9.6.2.1.3~~ — The Employee must provide at least four (4) weeks written notice to the Employer of intention to apply for adoption leave. This notice is for the purpose of allowing the Employer to make advance arrangements for temporarily replacing the Employee on adoption leave.

~~9.6.3.2~~ — An Employee must provide at least four (4) weeks written notice to the Employer of intention to apply for a leave under this Article. This notice is for the purpose of allowing the Employer to make advance arrangements for temporarily replacing the Employee on a parental leave.

~~9.6.2.43.1 An Employee who has not accessed maternity leave shall be entitled, upon request, to a leave without pay for a period not to exceed thirty seven (37) weeks upon the birth of the Employee's child. Such leave must commence within fifty two (52) weeks of the birth of the child. The following applies to parental leaves under Article 9.6.2:~~

9.6.2.4.1 If the Employee maintains coverage for benefits while on parental leave, the Employer agrees to pay the Employer's share of these premiums for a period of not more than sixty-two (62) weeks.

9.6.2.4.2 On return to duty, the Employee shall be reinstated in a position at least the same as or equivalent to that previously held.

9.6.2.4.3 An Employee must provide at least four (4) weeks written notice to the Employer of intention to apply for a leave under this Article. This notice is for the purpose of allowing the Employer to make advance arrangements for temporarily replacing the Employee on a parental leave.

9.6.2.4.4 An Employee who is on parental leave shall give written notice to the Employer at least one (1) month before the scheduled expiration of this leave if the Employee does not intend to return to duty at the Institute on the scheduled date.

9.6.2.4.5 If an Employee fails to return from parental leave to employment at the Institute within twenty (20) working days after the scheduled date of expiration of the parental leave and has not given notice as specified in Article 9.6.2.4.4, then the Employee shall be deemed to have resigned as of the date of expiration of the parental leave.

9.6.34 Additional Parental Leave

~~9.6.34.1 An Employee who has accessed parental leave under Articles 9.6.2 or 9.6.3 is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under Article 9.6.2 or 9.6.3 if the Employee's child has a physical, psychological or emotional condition requiring an additional period of parental care. An Employee who has accessed maternity leave is not entitled to additional parental leave under this Article.~~

~~9.6.34.2 A request for additional parental leave under Article 9.6.34.1 must:~~

~~9.6.34.2.1 be given in writing to the Employee's Manager;~~

9.6.34-2.2 be given to the Employee's Manager at least four (4) weeks before the Employee proposes to begin leave; and

9.6.34-2.3 if required by the Employee's Manager, be accompanied by a medical practitioner's or nurse practitioner's certificate or other evidence of the Employee's entitlement to leave.

9.6.45 Supplemental Employment Benefit for Maternity or Parental Leave

~~Effective January 1, 2018, W~~hen on maternity or parental leave, a Regular Employee will receive a supplemental payment added to Employment Insurance benefits for a total maximum of ~~seventeen (17)~~ **twenty (20)** weeks as follows:

9.6.45-1 An Employee is not entitled to receive Supplemental Employment Benefits (SEB) and disability benefits concurrently. To receive SEB, the Employee shall provide the Employer with proof of application for and receipt of Employment Insurance benefits.

9.6.45-2 For the first ~~two (2)~~ weeks of maternity or parental leave an Employee shall receive one hundred percent (100%) of their salary calculated on their average base salary.

9.6.4.3 For the second week of maternity or parental leave an Employee shall receive the difference between the standard Employment Insurance benefits and one hundred percent (100%) of their salary calculated on their average base salary, regardless of whether the employee elects for standard or extended Employment Insurance benefits.

9.6.45-3 For a maximum of **eighteen (18)** ~~fifteen (15)~~ additional weeks of maternity or parental leave ~~the~~ an Employee shall receive an amount equal to the difference between the **standard** Employment Insurance benefits and seventy-five percent (75%) of their salary calculated on their average base salary, **regardless of whether the employee elects for standard or extended Employment Insurance benefits.**

9.6.45-4 The average base salary for the purpose of Articles 9.6.45.2, ~~and~~ 9.6.45.3, **and 9.6.4.4** is the Employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the Employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary."

4. Article 9.10 Election Leave

The parties agree to update Article 9.10 Election Leave as follows:

9.10 Election Leave

The Employer shall grant, on written request, leave of absence without pay:

9.10.1 to any Employee to seek election in a Municipal, Provincial, **Indigenous Government** or Federal Election.

9.10.2 to any Employee elected to public office.

5. Article 10.3.3 Professional Development Expenses Fund

The parties agree to update Article 10.3.3 as follows:

10.3.3 This provision may be used to cover annual professional fees such as P. Eng., ~~CA, CGA~~, Bar Association, ~~CMA (RIA)~~, CPA, RN, ~~CSMLS-RT~~, **CMLT**, ~~ART, -CAMRT~~, **RTMN**, RPF, A.Sc.T~~F~~ or other professional association fees which control or license the individual to practice their profession.

6. New Article 10.11 Professional Development Fund for Part-Time Studies Instructors/Lecturers, Lab Assistants/Demonstrators, Curriculum Writers and Administration

The parties agree to create a new Article 10.11 Professional Development Fund for Part-Time Studies Instructors/Lecturers, Lab Assistants/Demonstrators, Curriculum Writers and Administration as follows:

10.11 Professional Development Fund for Part-Time Studies Instructors/Lecturers, Lab Assistants/Demonstrators, Curriculum Writers and Administration

10.11.1 The general purpose of the Professional Development Fund for Part-Time Studies Instructors/Lecturers, Lab Assistants/Demonstrators, Curriculum Writers and Administration (the "PTS Professional Development Fund") is to promote leadership in technological education to maintain currency, flexibility and professional competence of Part-Time Studies Faculty and to augment the professional development of the individual Part-Time Studies Faculty.

10.11.2 In support of professional development, the Institute will make the following allocations to the Fund:

- i. Effective June 1, 2020 a lump sum of three hundred and ten thousand two hundred and seventy seven dollars (\$310,277) for fiscal 2020; and**

- ii. **Effective April 1, 2021 a lump sum of two hundred and ten thousand dollars (\$210,000) for fiscal 2021 and on April 1 every fiscal thereafter.**
- 10.11.3 A qualifying Part-Time Studies Faculty shall be entitled to professional development funds for the purposes of supporting individual or group professional development as determined by criteria set by the Part-Time Studies Professional Development Committee.**
- 10.11.4 To be eligible to apply for the professional development fund the Part-Time Studies Faculty must accrue one-hundred and fifty (150) Part-Time Studies contract hours in the previous calendar year. For the purposes of this provision, calendar year shall mean the period June 1 to May 31. Part-Time Studies Faculty that have access to Article 10.3 are not entitled to access this fund. Access will cease when a Part-Time Studies Faculty has no Part-Time Studies contract hours credited for five (5) consecutive months.**
- 10.11.5 Overall management and direction for these funds will be provided by the Part-Time Studies Professional Development Committee composed of two representatives appointed by the Union, and two representatives appointed by management.**
 - 10.11.5.1 The Committee shall make decisions by majority vote of individual members.**
 - 10.11.5.2 The Committee shall act in a manner which is fair, reasonable, and consistent with the Collective Agreement.**
 - 10.11.5.3 Deadlocks in the Committee shall be referred to the Parties for resolution, as shall questions of interpretation or application of the Collective Agreement. An applicant may appeal to the Labour/Management Committee. Deadlocks between the Parties are subject to the grievance procedures.**
- 10.11.6 The Committees may establish multiple application dates, to a maximum of three (3) dates per year.**
- 10.11.7 The Committee shall prepare an annual report to the Employer and the Union on expenditures of the funds under their control.**
- 10.11.8 Any funds generated under Article 10.11 which remain unspent at the end of a fiscal year will be carried over for use in subsequent fiscal years.**

7. Article 11 – Placement, Advancement

The parties agree to amend Articles 11.2.2.6, 11.6.3.3.1.3, and 11.7.7.1.3 as follows:

“11.2.2.6 One (1) additional step for professional certification such as P. Eng., ~~CA, CGA, CMA (RIA)~~, **CPA, CAMRT (RRT, RTMW, RTNM, RTR), CSMLS RT CMLT, RDMS, PID, RN, RPF, PAg P.Ag., CET, ASCT A.Sc.T., CQS CEC.**”

“11.6.3.3.1.3 Current professional registration such as ~~R.T.(CSMLS), R.T.(CAMRT), R.T.N.M.(CAMRT), R.D.M.S., A.Sc.T., C.Tech., or R.N.~~ **P. Eng., CPA, CAMRT (RRT, RTMW, RTNM, RTR), CMLT, RDMS, PID, RN, RPF, P.Ag., CET, A.Sc.T., CEC.**”

“11.7.7.1.3 Current professional registration such as ~~R.T.(CSMLS), R.T.(CAMRT), R.T.N.M.(CAMRT), R.D.M.S., A.Sc.T., C.Tech., or R.N.~~ **P. Eng., CPA, CAMRT (RRT, RTMW, RTNM, RTR), CMLT, RDMS, PID, RN, RPF, P.Ag., CET, A.Sc.T., CEC.**”

8. Initial Placement Barriers and Article 11.6.3.1 Placement Barrier

The parties agree to cancel Memorandum of Agreement 08FSA04 – Initial Placement, 07FSA58 – Recruitment Driven alterations – Initial Placement – AI and Tech Staff, the initial placement barriers created by Letters dated February 4, 2002 from Tomi Eeckhout, Director Labour Relations, BCIT to the FSA and amend collective agreement as follows:

- a. While not to be included in the collective agreement, effective June 1, 2020 the parties agree to remove the initial placement barrier of Step 12 for Faculty and Specialized Faculty.
- b. While not to be included in the collective agreement, effective June 1, 2020 the parties agree to remove the initial placement barrier of Step 7 for Assistant Instructors.
- c. Effective June 1, 2020, the parties agree to amend Article 11.6.3 Technical Staff Placement as follows:

“11.6.3 Subject to the provisions of Article 11.6.6, in recommending placement of Employees hired on the Technical Staff salary scale steps 1 to ~~15~~**18**, the Departmental Selection Committee shall be guided by the following criteria:

....

11.6.3.4 An Employee shall be granted up to one (1) additional step, for each year of relevant experience above the levels specified in Articles 11.6.3.1, 11.6.3.2, and 11.6.3.3 but in no case shall a placement be higher than:

11.6.3.4.1 ~~Step 6 for~~ **For** a Technician I, Technical Staff Steps 1 – 9 (AP2.2.3);

11.6.3.4.2 ~~Step 11 for~~ **For** a Technician II, Technical Staff Steps 7 – 14 (AP2.2.4) ~~and for a Nurse in the Medical Services Department, Technical Staff Steps 7 – 18 (AP2.5.2);~~

11.6.3.4.3 ~~Step 15 for~~ **For** a Technician III, Technical Staff Steps 12 – 18 (AP2.5.2).”

d. While not included in the collective agreement, effective June 1, 2020 the parties agree to remove the initial placement barrier of Step 6 for the Information Technology Services Department and other positions that fall within the same placement criteria.

e. Employees who were hired at barrier during the life of the former Collective Agreement dated June 1, 2014 to June 30, 2019 or up until June 1, 2020 will be reviewed by a committee made up to two (2) representatives from the Employer and two (2) representatives from the Union within three (3) months of ratification. The committee will review the initial placement of these employees and determine if, on initial placement, they would have placed higher on the salary scale but for the initial placement barrier. If yes, effective September 1, 2020 these employees will move to the salary step they would have been placed at. If an employee has already reached that step or higher, no change will be made. No retroactive salary adjustments will apply.

9. Article 16.6 Insurance / Benefit Plans

The parties agree to amend Article 16.6 Insurance /Benefit Plans as follows:

16.6 The detailed provisions of the benefits plans shall be as in the current benefits schemes, and shall not be varied except with the agreement of the Union.

16.6.1 Vision Care

The vision care benefit limit will be: ~~\$400~~ **\$500 every two (2) years** in any ~~twenty four (24)~~ month period.

~~Effective January 1, 2017, vision care coverage shall be increased from \$400 every two (2) years to \$500 every two (2) years.~~ **Effective June 1, 2020 the vision care benefit limit will be: \$750 every two (2) years.**

16.6.2 Dental Care

~~Effective 1992 April 01~~ Dental Plan reimbursement and limits are:

16.6.2.1 Plan A - Basic Coverage: Reimbursement 100%

16.6.2.2 Plan B - Major Services: Reimbursement 65%, no limit.

16.6.2.3 Plan C - Orthodontic Treatment: Reimbursement 60% per insured to \$2160 lifetime per insured. **Effective June 1, 2020, the lifetime maximum payment for orthodontic services will increase to three thousand dollars (\$3,000) per patient.**

16.6.3 The Long Term Disability Insurance Plan shall provide a benefit of sixty-six and two thirds percent (66.67%) (to a maximum of \$5,000) of regular salary as a benefit and conform to the requirements and provisions of Appendix 6. (Appendix 6 shall be generally equivalent to Part 2 of the BCGEU Vocational Instructors Collective Agreement.)

16.6.4

16.6.4.1 ~~Effective January 1, 2016~~ The Extended Health Benefit plans will be amended such that the individual and family deductible ~~shall~~ will be increased from twenty five dollars (\$25) to fifty dollars (\$50) per calendar year.

16.6.4.2 ~~Effective January 1, 2017~~ h Hearing aid coverage shall ~~be increase~~ increase from four hundred dollars (\$400) every five (5) years to one thousand dollars (\$1000) every three (3) years. **Effective June 1, 2020 hearing coverage shall be increased to one thousand five hundred dollars (\$1,500) every three (3) years including the cost of batteries and repairs.**

16.6.4.3 ~~Effective January 1, 2016~~ the ~~The~~ reimbursement for professional services ~~shall~~ will be amended from ten dollars (\$10) per visit maximum for the first twelve (12) visits per calendar year to ten dollars (\$10) per visit maximum for the first five (5) visits per calendar year, where applicable and subject to the terms of the Extended Health Benefit Plan. **Effective June 1, 2020, per visit paramedical reimbursement maximums for professional services will be removed, and will be subject to the terms and limits of the Extended Health Benefit Plan.**

16.6.4.4 ~~Effective January 1, 2016~~ the Parties agree to increase the ~~The~~ lifetime maximum of Extended Health Benefits ~~shall be from two hundred fifty thousand dollars (\$250,000) to~~ unlimited.

- b. While not to be included in the collective agreement, effective June 1, 2020, the parties agree that the Extended Health Benefits will be amended as follows:
- i. Include reimbursement for eye examinations to a maximum of \$100 every two (2) years;
 - ii. Reimbursement for Massage Therapist and Physiotherapist will increase to \$750 combined annually;
 - iii. Reimbursement for Chiropractor will increase to \$350 annually;
 - iv. Reimbursement for Counsellor and Psychologist will increase to \$1,000 combined annually;
 - v. Reimbursement for Acupuncturist will increase to \$250 annually;
 - vi. Reimbursement for Podiatrist will increase to \$350 annually; and
 - vii. Remove restrictions on employee spousal coordination of benefits

10. Article 15 Salary Scales

The parties agree to amend Article 15 Salary Scales as follows:

- a. Retroactively, effective July 1, 2019, all annual rates of pay in the wage sales at Article 15 of the collective agreement which were in effect on May 1, 2019 shall be increased by two percent (2%).

- b. Effective July 1, 2020, all annual rates of pay in the wage scales at Article 15 of the collective agreement which were in effect on June 30, 2020 shall be increased by two percent (2%).
- c. Effective July 1, 2021, all annual rates of pay in the wage scales at Article 15 of the collective agreement which were in effect on June 30, 2021 shall be increased by two percent (2%).

*These wage increases shall apply to all current employees who are members of the bargaining unit on the date of ratification of the MOA. Notwithstanding the foregoing, any former employees who worked for BCIT between July 1, 2019 and the date of ratification must apply to BCIT within twelve (12) weeks of ratification in order to be eligible and receive the increased amount as retroactive pay. It is understood that any retroactive payments will be processed when practicable, given the current public health issue.

11. Article 15.7.1 Student Employees, Work Study Students, Challenge Program Students

The parties agree to amend Article 15.7.1 Student Employees, Work Study Students Employees, and Challenge Program Students as follows:

Effective the first day of the first full pay period of the Employee after July 1, 2021, all annual rates of pay in Article 15.7.1 1 Student Employees, Work Study Students Employees, and Challenge Program Students of the collective agreement which were in effect on June 30, 2021 shall be increased by a further one (1) dollar per hour on top of the amount set out in Proposal 10(c) Article 15 Salary Scales above.

12. Article 15.2 Assistant Instructor Salary Scales

The parties agree to amend Article 15.2 Assistant Instructors Salary Scales as follows:

	AI
1	\$56,171
2	\$57,948
3	\$59,693
4	\$61,413
5	\$62,958
6	\$64,499
7	\$66,044
8	\$67,939
9	\$69,740
10	\$72,047
11	\$74,430
12	\$76,892

The Parties agree to create two (2) additional salary steps on the Assistant Instructor salary scale as set out above as adjusted by the salary increases set out in Proposal 10 Article 15 Salary Scales.

Effective July 1, 2020, every Assistant Instructor at Step 10 as of July 1, 2020, who has been at that Step for twelve (12) months or more will move to the new Step 11 and will continue to increment as normal.

13. Article 15.3 Technical Staff Salary Scales

The parties agree to amend Article 15.3 Technical Staff Salary Scales as follows:

“15.3 Technical Staff Salary Scales

~~15.3.1 The salary scale for the category of Nurse in the Student Health Services Department shall be Technical Staff Step 7 – 18.~~

[Renumber remaining articles]”

14. AP2.2 Technical Staff and AP2.3 Assistant Instructor

The parties agree to amend AP2.2.5.3.1.3, AP2.2.6.2.1 and AP2.3.3.1.3 as follows:

“AP2.2.5.3.1.3 current professional registration such as ~~R.T. (CSMLS),~~ **CMLT**, ~~R.T. (CAMRT),~~ **RRT**, ~~R.T.N.M. (CAMRT),~~ **RTNM**, R.D.M.S., A.Sc.T., C.Tech, or R.N.;

“AP2.2.6.2.1 Diploma of Technology or equivalent, including CSCT or ~~CAMRT~~ **RTNM**, and five (5) years of relevant experience, or”

“AP2.3.3.1.3 current professional registration such as ~~R.T. (CSMLS),~~ **CMLT**, ~~R.T. (CAMRT),~~ **RRT**, ~~R.T.N.M. (CAMRT),~~ **RTNM**, R.D.M.S., A.Sc.T., or R.N.;

15. AP2.5 Nurses: Medical Services Department - M/A #88S57

The parties agree to amend Appendix 2.5 Nurses: Medical Services Department M/A #88S57 as follows:

AP2.5.1 Preamble

The Parties recognize the need for an agreement which sets out certain conditions with regard to the category of Nurse in the Medical Services Department. Therefore, the Parties agree to the following conditions for **such new Employees hired after the date of ratification of the Collective Agreement commencing 1984 January 01:**

AP2.5.2 Salary Scale, Initial Placement, and Advancement

The salary scale for the category of Nurse in the Medical Services Department shall be ~~Technical Staff Step 7 – 18~~ **Specialized Faculty**. Initial placement shall be

per Articles ~~11.2 11.6.3.2 and 11.6.3.4~~, with the proviso that new job postings will specify the requirement of at least a minimum of two years of relevant experience. Advancement on the scale will be in accordance with Articles ~~11.3 11.7.1, 11.7.2, 11.7.3 and 11.7.7~~. **Effective June 1, 2020, existing employees will be re-placed in accordance with the Specialized Faculty scale.**

AP2.5.3 Annual Vacation

Nurses in Medical Services shall have five (5) weeks annual vacation. After five (5) years of employment they shall receive one (1) additional day of vacation for each additional year of employment up to a maximum of ten (10) additional days.

AP2.5.4 Other Conditions

Nurses in Medical Services shall be covered by the terms and conditions of the Collective Agreement applicable to Specialized Faculty except as specified herein.

~~AP2.5.5 Application~~

~~The Parties further agree that the above conditions will apply only to new Employees after 1984 January 01 and to replacement Employees immediately upon the current incumbent(s) leaving the position through voluntary transfer, resignation, retirement, or termination for just cause.~~

16. Appendix 3 Departments

The parties agree to amend Appendix 3 Departments as follows:

“AP3.1 School of Business + Media

Broadcast and Media Communications
Business Administration
Digital Arts, **Media and Design**
~~Financial Management~~ **Accounting, Finance and Insurance**
~~Management Degree~~
Marketing Management
Operations Management
Venture Development Centre
The SITE Centre

AP3.2 School of Computing and Academic Studies

Basic Health Sciences
Chemistry
Communication
~~Computer Systems Technology~~ **Computing**
~~Centre for Forensics and Security Technology Studies~~ **Forensic Science and Technology**
Liberal Studies

Mathematics
Physics
~~High Tech Professional Programs~~ **Technology Professional Programs**

AP3.3 School of Construction and the Environment

Architectural and Building Engineering Technology
Civil Engineering
Environmental Engineering
Geographic Information Systems
Geomatics
Interior Design
Mining
Renewable Resources
~~Wood Products Manufacturing~~
~~Wood Science and Applied Technology~~

AP3.4 School of Transportation

Bachelor of Technology – Technology Management

AP3.5 School of Health Sciences

Biomedical Engineering Technology
Biotechnology
Cardiac Sciences
Clinical Genetics
Diagnostic Medical Sonography
Electro Neurophysiology
Environmental Health
Food
Health Care Management
Interprofessional Education and Innovation (IPE)
Medical Laboratory Sciences
Medical Radiography
MRI
Nuclear Medicine
Nursing
Occupational Health and Safety
Prosthetics and Orthotics
Radiation Therapy
Specialty Nursing

AP3.6 School of Energy

~~Chemical Sciences~~ **Chemical and Environmental Technology**
~~Electrical and Computer Engineering~~ **and Technology**
~~Mechanical Technologies~~ **Engineering**

~~Petroleum and Natural Gas~~

AP3.7 ~~Division of Learning and Technology Services~~ **Division of Education Support and Innovation**

~~Information Technology Services~~

~~Learning and Teaching Centre, Curriculum and Instructor Development~~

~~Learning and Teaching Centre, Media and Technology Services~~

Library Services

AP3.8 ~~Division of Research and International~~

~~MAKE+~~

~~SMART Microgrid Applied Research Team~~

~~Applied Research Liaison Office~~

~~Natural Products Research Group~~

AP3.9 ~~Division of Student Services~~

~~Cooperative Education~~ **Centre for Workplace Education**

~~Counselling and Student Development~~

~~Disability Resource Centre~~ **Accessibility Services**

~~Student Financial Aid and Awards~~

~~Aboriginal Services~~

~~Library Services~~

~~Program Advising~~

~~Timetabling~~

~~Student Health Services~~

AP3.10 Division of Indigenous Initiatives and Partnerships

Indigenous Services

AP3.11 Division of Information Technology

Information Technology

AP3.12 Division of International

BCIT International”

17. Memorandum of Agreement #00FSA24 – Selection Committees for Academic and Non-Academic Managers (starting on page 156)

The parties agree to remove and discontinue the Memorandum of Agreement #00FSA24 (starting on page 156 of the current collective agreement) and the Quad Lite letter. The parties also agree to create a new Letter of Understanding #XX – Search Committees for Excluded Managers as follows:

Letter of Understanding #XX – Search Committees for Excluded Managers

Memorandum of Agreement

Between

British Columbia Institute of Technology

And

BCIT Faculty and Staff Association

And

BC Government and Service Employees' Union – BCGEU Faculty

And

BC Government and Service Employees' Union – BCGEU Support Staff

Re: Selection Committees For Excluded Managers

The Parties agree as follows:

- 1. Selection Committees for excluded BCIT managers shall include representatives from the bargaining units that represent employees at BCIT.**
- 2. When a vacancy is created or arises for a BCIT management position, the Employer shall provide the bargaining units with notice of the vacancy. The notice shall include the number of members in each bargaining unit who report through to the position being filled.**
- 3. After issuance of such notice, a Selection Committee shall be formed as follows:**
 - a. Each bargaining unit shall have the right to appoint, within 10 days of notice as in paragraph 2, one (1) member from its bargaining unit to the Selection Committee;**
 - b. If a bargaining unit decides, at their discretion, not to appoint a committee member to the Selection Committee, they can choose to give their seat to another bargaining unit, by giving notice to BCIT Human Resources;**
 - c. Failure by a bargaining unit to appoint a member to the Selection Committee, or to provide notice as in 3(b), will result in the search process proceeding without an appointed member from that bargaining unit;**

- d. The bargaining units shall make every reasonable effort to appoint employees from the program and/or service areas that report through to the position being filled;
 - e. The Employer shall have the right to appoint a number of representatives to the Selection Committee that is equal to the total number of bargaining unit representatives;
 - f. The Selection Committee may seek the assistance of additional non-voting members where there is a need for additional expertise; and
 - g. The Selection Committee shall be chaired by one of the Employer representatives on the Committee. In the event of a tie vote, the Chair will cast an additional vote to break the tie.
4. The Employer shall prepare the job description and the posting, provide them to the members of the Selection Committee, and post the vacancy.
5. The Selection Committee shall do the following, exercising their best judgement:
 - a. provide feedback on what attributes or characteristics are valuable in selecting a suitable applicant for the position;
 - b. review shortlisted applications based on the job description, the posting, and the attributes or characteristics that may be relevant to the position;
 - c. interview and assess the shortlisted candidates; and
 - d. within five (5) days of the final interview, select the most suitable applicant for the position, in the opinion of the majority of the Selection Committee.
6. Where any of the Parties has a preferred candidate, the Selection Committee shall be so notified. If the majority of the Selection Committee agrees to select the preferred candidate, the Selection Committee may provide the hiring administrator with a selection, without having to go through the posting process.
7. If the selected candidate becomes unavailable, the matter shall be referred back to the Selection Committee for review. The Selection Committee shall do one of the following: select one of the other shortlisted candidates; recommend that the vacancy be reposted; or recommend that a new Selection Committee be struck.
8. The process described in this Memorandum of Agreement shall not apply to the following:
 - a. the selection of the BCIT President;
 - b. vacancies for excluded positions below the level of Director that do not have managerial authority over bargaining unit employees;

- c. acting or temporary management vacancies that have a term of 12 months or less, or in the case of backfill 18 months or less. The parties may agree to a longer appointment by mutual agreement; and
 - d. positions in the Employer’s Human Resources department.
9. The Employer shall notify the bargaining units in writing within 10 days of a new position being created or when there is the intention to fill a vacancy as described in paragraph 8(b). Notice shall include the job description and posting for the position.

Agreed by the Parties effective June 1, 2020.

For BCIT:

For the FSA:

For BCIT:

For the FSA:

For the BCGEU Faculty:

For the BCGEU Support Staff:

For the BCGEU Faculty:

For the BCGEU Support Staff:

18. New Letter of Understanding - Article 10.3 Professional Development Funds Review Committee

The parties agree to create a new letter of Understanding #XX – Article 10.3 Professional Development Funds Review Committee as follows:

Letter of Understanding #XX – Article 10.3 Professional Development Fund Review Committee

The parties agree to establish a Union/Employer committee comprising of no more than three (3) members from each parties’ respective bargaining committees to explore improvements for the application and administration of the Article 10.3 Funds considering transparency, efficiency and accounting best practices.

The findings of the Committee will be submitted to the parties’ respective principals for review, and if required, ratification.

The Committee will begin its work within sixty (60) days following ratification and conclude its work no longer than eight (8) months following the date on which the parties begin their work, at which time this Letter of Understanding will expire.

19. New Letter of Understanding – Workload (3 Equal Terms)

The parties agree to create a new Letter of Understanding #XX – Workload (3 Equal Terms) as follows:

Letter of Understanding #XX – Workload (3 Equal Terms)

The parties agree to establish a Union/Employer committee compromising of no more than three (3) members from each parties’ respective bargaining committees to explore the collective agreement requirements and implications of moving to three equal terms.

The findings of the Committee will be submitted to the parties’ respective principals for review, and if required, ratification.

The Committee will begin its work within sixty (60) days following ratification and conclude its work no longer than eight (8) months following the date on which the parties begin their work, at which time this Letter of Understanding will expire.

20. New Letter of Understanding – Access to Reports

The parties agree to create a new Letter of Understanding #XX – Access to Reports as follows:

Letter of Understanding #XX – Access to Reports

The parties agree to establish a Union/Employer committee compromising of no more than three (3) members appointed by each party to explore the collective agreement requirements, technological capabilities and functionality, and the legal and privacy implications of providing the Union with the ability to run their own reports on employee records.

The findings of the Committee will be submitted to the parties’ respective principals for review, and if required, ratification.

The Committee will begin its work within sixty (60) days following ratification and conclude its work no longer than eight (8) months following the date on which the parties begin their work, at which time this Letter of Understanding will expire.

21. New Letter of Understanding – Remote Work Arrangements

The parties agree to create a new Letter of Understanding #XX – Remote Work Arrangements as follows:

Letter of Understanding #XX – Remote Work Arrangements

The parties agree to establish a Union/Employer committee compromising of no more than three (3) members from each parties’ respective bargaining committees to explore the

collective agreement requirements and implications of supporting remote work arrangements and e-learning strategies.

The findings of the Committee will be submitted to the parties' respective principals for review, and if required, ratification.

The Committee will begin its work within sixty (60) days following ratification and conclude its work no longer than eight (8) months following the date on which the parties begin their work, at which time this Letter of Understanding will expire.

22. New Letter of Understanding – Part-Time Studies Sick Leave Fund

The parties agree to create a Letter of Understanding #XX – Part-Time Studies Sick Leave Fund:

Letter of Understanding #XX –Part-Time Studies Sick Leave Fund

The Employer shall create a Part-Time Studies Sick Leave Fund for eligible Part-Time Studies Instructors/Lecturers, paid at Article 15.8.1. Effective June 1, 2020 and each April 1 thereafter, the Employer will contribute twenty five thousand dollars (\$25,000) to the fund. Any funds generated under this Letter of Understanding which remain unspent at the end of a fiscal year will be carried over for use in subsequent fiscal years.

The fund shall operate on a first come, first serve basis. When the fund is exhausted, no further sick pay shall be provided to Part-Time Studies Instructors/Lecturers.

To be eligible to apply for the fund the Part-Time Studies Instructors/Lecturers must accrue one-hundred and fifty (150) Part-Time Studies contract hours in the previous calendar year. For the purposes of this provision, calendar year shall mean the period June 1 to May 31. Part-Time Studies Instructors/Lecturers that have access to sick leave as an employee under Article 9.3 are not entitled to access this fund. Access will cease when a Part-Time Studies Instructor/Lecturer has no Part-Time Studies contract hours credited for five (5) consecutive months.

Each fiscal, the Employer shall prepare an annual report to the Union on expenditures of the fund.

APPENDIX B

23. 23. Article 2.1.3.5 Bargaining Unit Work and Article 2.1.9.1 Union Facilities

Regarding the incorporation of Memorandum of Agreement #17FSA02 – Request to Use Non-Employee Services in Specialty Nursing Program, School of Health, and Memorandum of Agreement #01FSA36 – Rental Space, the parties agree to create a new Article 2.1.3.7 and to amend Article 2.1.9.1 Union Facilities as follows:

a. The parties agree to create a new Article 2.1.3.7 as follows:

“2.1.3.7 Mutual Agreement for requests to use non-employee services to perform bargaining unit work, at Article 2.1.3.5 of the Collective Agreement, will not apply to employees of a recognized provincial Health Authority or an agreed upon agency, qualified to perform duties in support of clinical instruction.”

b. The parties agree to amend Article 2.1.9.1 Union Facilities as follows:

“2.1.9.1 The Employer shall provide the Union with a suitable furnished office within the Institute facilities and access to services necessary to conduct business. ~~The Union will make a monthly payment for these facilities and services. The amount of payment shall be as mutually agreed from time to time.~~ Any change in location, ~~furnishing and/or cost~~ shall be by mutual agreement between the Employer and the Union. The Employer agrees to provide access to the Union's office facilities as required and through the normal Institute procedures.”

24. Article 2.1.8 Union Activities

Regarding the incorporation of the Memorandum of Agreement #02FSA12 – Changes to the Wednesday Three Hour Break Period, and Memorandum of Agreement #08FSA21 Changes to the Three Hour Break Period, the parties agree to amend Article 2.1.8 Union Activities as follows:

“2.1.8.1 Each Employee shall be entitled, at no loss of pay, to a total of three (3) hours per week during regular hours of operation of the Institute, for the purpose of participation in Union activities, subject to Article 2.1.8.2 following.

2.1.8.2 The three (3) hours for participation in Union activities shall be scheduled during the Wednesday break period ~~(1130–1430)~~ **(1430 -1730)**, unless the Parties mutually agree to another time or times which allow greater participation by the Employees while minimizing interference in the operation of classes.”

25. Article 8.7 Break Periods and the Hope Award

Regarding the incorporation of the Arbitration decision of Allan Hope dated June 15, 2001 and letter agreement from Tomi Eeckhout, Director Labour Relations, BCIT, to Cal Davis, General Secretary, FSA, dated November 7, 2001, the parties agree to amend Article 8.7 Break Periods and to create a new Letter of Understanding as follows:

a. The parties agree to amend Article 8.7 as follows:

“8.7 Break Periods

8.7.1 **For Regular and Temporary Instructional Employees**, Term, Spring and ~~Christmas~~ **Winter** break periods are not considered vacation periods. Duty allocations during Term, Spring, and ~~Christmas~~ **Winter** break periods shall be decided by each Department, consistent with fair treatment for each Employee within the Department, and any Employee without such assigned duty shall not be required to be in attendance at the Institute.

8.7.1.1 Regular and Temporary Non-Instructional Employees are entitled to Winter break period as set out in Letter of Understanding #XX”

b. The parties agree to create a new Letter of Understanding #XX – Winter Break Period for Non-Instructional Employees as follows:

Letter of Understanding #XX – Winter Break Period for Non-Instructional Employees

I. – Introduction

This **Letter of Understanding summarizes an arbitration decision dated June 15, 2001 from Arbitrator Hope and subsequent modifications agreed on November 7, 2001**, which relateds to the arbitration of a grievance filed by the Union challenging the Employer’s application of Article 8.7 of the collective agreement to **non-instructional** employees who ~~were~~ **are not now** recognized by the Employer as having access to Article 8.7.

II – ~~Interim Award~~ **Winter Break Period for Non-Instructional Employees**

~~The Decision relates to an adjournment of the arbitration upon the following terms:~~

(1) The parties will enter into a process for the application of the provision.

~~(2) The process is without prejudice to the rights of the parties in the arbitration. Neither the process nor any proceedings under it can be introduced or relied on in any proceedings, including these proceedings, unless both parties agree to waive confidentiality.~~

~~(3)~~**(2)** The process will involve the development of a plan with respect to whether and to what extent **Regular and Temporary Non-Instructional Employees** employees will be entitled to be ~~absent~~ **On Duty Off Campus** under Article 8.7 during the period after marks review before Christmas and before the resumption of classes in the New Year. The Plan will be developed using the collegial process.

~~(4)~~**(3)** Any such entitlement will not exceed five consecutive work days during that period. That period must include work days available between Christmas Day and New Years Day.

(4) In those years where there are fewer than five consecutive work days during the period after marks review before Christmas and before the resumption of classes in the New Year, then the work days immediately preceding that period shall be added to that period to make up a total of five (5) consecutive work days.

(5) The development of this plan must be concluded on or before November 1 in each year.

~~(6) The Parties will advise departments that a~~**Access to the benefits of On Duty Off Campus under Article 8.7** should reflect the need to allocate the professional duties required to meet ~~d~~**Departmental objectives and coverage of necessary services and operations.**

(7) If a ~~d~~**Department cannot achieve consensus with respect to the application of Article 8.7 by the due date of November 1, the issues raised will be referred to the Labour Management Committee** a referee who will have the jurisdiction to impose a plan for its application.

~~(8) The Referee will be selected from a panel agreed upon by the parties.~~

~~(9) The Referee proceedings will take place without outside counsel on or before November 10 of each year and decisions will be announced no later than November 15. The decision will be given without reasons. In the event a dispute arises with respect to the application of a plan, it will be referred to the referee on a date to be fixed.~~

~~(10) The Referee proceedings follow a medication/ arbitration format. The process will be conducted at the Institute unless the parties otherwise agree.~~

~~(11) The Decision is binding upon the parties, but is subject to cancellation at any time. Either party may give the other party notice and either party may require that these proceedings be reconvened, but in any event notice must be given between January 1 and February of any Year.~~

III – General Guidelines for Departmental Consideration

(1) “On Duty Off Campus” shall mean the employee, off campus, is available to perform duties at home, or by telephone/computer where necessary, or be available to be called in to the campus where necessary. **Employees who wish to be unavailable, or are not able to be called in to the campus, must take vacation.**

(2) The objective is to provide services to the Institute and all of its customers, including the considerations under Article 14.2.1 and 14.2.2, and to acknowledge that the concept is that it is to apply to Non-Instructional Employees whose attendance at work can be seen as related directly or indirectly to the absence of students and teaching staff on Winter break.

(3) Employees must address how the absence will impact the Department, e.g. how the Department will address a balancing of the overall workload requirements with an Article 8.7 absence.

- (4) The Department vacation schedule must be established prior to this process.
- (5) This process is not intended to generate extra costs.

IV – Full and Final Settlement

(1) The Union acknowledges that it is the Institute’s position that the provision regarding Term and Spring break periods as outlined in Article 8.7 is currently applied correctly.

(2) The parties agree that if the Union files any grievance regarding Spring and Term break periods:

- (a) the Institute has the right to withdraw from ~~the Decision~~ this Letter of Understanding and any subsequent modifications; and**
- (b) the Union waives any claim to damages or remedies flowing from any breach of Article 8.7 prior to 10 days before the date the grievance is filed, ~~and~~**
- ~~(c) Arbitrator Hope will hear the grievance, unless the parties agree on another arbitrator.~~**

DATED at the City of Prince George, in the Province of British Columbia, this 15th day of June, 2001.

H. Allan Hope, Q.C. Arbitrator

26. Article 9.3.6 Family Illness

Regarding the incorporation of the Letter dated June 22, 2005 from Laura Mills to Kevin Wainwright titled April 5, 2005 Memorandum of Settlement - Changes to Article 9.3.6 Family Illness, the parties agree to amend Article 9.3.6 Family Illness as follows:

“9.3.6 In the case of illness of a member of the immediate family of an Employee, when no one at home other than the Employee can provide the needs of the ill person, the Employee shall be entitled, after notifying the Manager, to use annual sick leave entitlement up to a maximum of ~~six (6)~~ **fifteen (15)** days per annum for this purpose.”

27. Article 15.16 Qualification Differential

Regarding the incorporation of the Letters dated February 4, 2002 from Tomi Eeckhout, Director Labour Relations, BCIT to the FSA, the parties agree to amend Article 15.16 Qualification Differential as follows:

“15.16.1 ~~Employees who have been at top of~~ **Employees in the following employee groups whom have been at the below Steps on their relevant salary scale** ~~the salary scale~~ for a minimum of twelve (12) months and hold either a Master's or a Doctoral degree from a recognized university, will be paid a qualification differential as follows ~~but do not include~~

any Economic Stability Dividend (ESD) to be applied, as applicable to rates on or after May 1, 2016, as set out in Appendix 7:

- 15.16.1.1 Faculty at Step 12**
- 15.16.1.2 Assistant Instructors at Step 7**
- 15.16.1.3 Technical Staff III at Step 15**
- 15.16.1.4 Senior Systems Analysts and Research Associates at Step 9**
- 15.16.1.5 Intermediate Systems Analyst and Research Analysts at Step 9**
- 15.16.1.6 Junior Systems Analyst and Research Assistant at Step 9**
- 15.16.1.7 Lab Helpers at Step 4**

	Annual	Monthly	Biweekly	Hourly
July 1, 2014	571.63	47.64	21.91	N/A
July 1, 2015	577.35	48.11	22.13	N/A
May 1, 2016	577.35	48.11	22.13	N/A
July 1, 2016	580.24	48.35	22.24	N/A
May 1, 2017	586.04	48.84	22.46	N/A
July 1, 2017	588.97	49.08	22.58	N/A
May 1, 2018	594.86	49.57	22.80	N/A
July 1, 2018	597.83	49.82	22.91	N/A
May 1, 2019	603.81	50.32	23.14	N/A

15.16.2 Qualified part-time Employees will receive the differential on a pro-rata basis.

28. New Letter of Understanding – Professional Development Allowance

Regarding the incorporation of two (2) “Professional Development Allowance” letters dated February 4, 2002, and one (1) “Professional Development Allowance” letter resolving grievance #04FSA07, the parties agree to create a new Letter of Understanding as follows:

Letter of Understanding #XX – Professional Development Allowance

The Professional Development Allowance was created in the July 1, 2001 to June 30, 2004 collective agreement and became effective on July 1, 2001.

Every regular employee who has been at the faculty top of scale rate for the equivalent of twelve (12) months of a full-time regular faculty member will be eligible for a Professional Development Allowance of \$2,400 per annum.

No other employees are eligible for the professional development allowance.

For part-time regular employees, the allowance will be pro-rated in accordance with FTE.

The Institute will take whatever reasonable steps are necessary in order for this allowance to be treated as earnings for the purposes of pension plan contributions and for Group Life/AD&D and LTD benefits. Therefore, a pro-rata portion of the annual allowance will be attached to each eligible employee’s regular pay cheque.

29. New Letter of Understanding – Vacation Pay for Regular Employees Filling Temporary Positions

Regarding the parties' decision to not renew 03FSA03 - Vacation for Regular Employees Filling Temporary Positions, and the estoppel notice provided by BCIT to the Union on October 10, 2019 the parties agree to create a New Letter of Understanding #XX – Vacation Pay for Regular Employees Filling Temporary Positions as follows:

Letter of Understanding #XX – Vacation Pay for Regular Employees Filling Temporary Positions

On October 19, 2019 the Employer provided estoppel notice to the Union that commencing on the effective date of the parties' next collective agreement, the Employer will cease any and all practices that are not consistent with the language of Article 9.2.1 of the Collective Agreement.

Specifically, the Employer will provide employees that hold temporary contracts with vacation pay in alignment with Article 9.2.1.5, 9.2.1.5.2, and 9.2.1.5.3 regardless of whether or not they also hold a regular appointment.

The parties agree that this estoppel notice will not apply to full-time regular employees in the Division of Information Technology who take a temporary leave from their full time appointment to accept a temporary appointment within the Division of Information Technology. Such employees will continue to accrue vacation in accordance with the entitlement they would have received as a regular employee while in the temporary position.

30. New Letter of Understanding – Jurisdictional Dispute Resolution Process

Regarding the incorporation of the Memorandum of Agreement #00FSA30 – Jurisdictional Dispute Resolution Process, the parties agree to create a new Letter of Understanding #XX – Jurisdictional Dispute Resolution Process as follows:

Letter of Understanding #XX – Jurisdictional Dispute Resolution Process

~~JURISDICTIONAL DISPUTE RESOLUTION PROCESS~~

Preamble

The purpose of this agreement is to outline a jurisdictional dispute resolution process, which is equitable, expeditious and reflects the desire of the Parties to promote effective working relationships.

The Parties agree that the following process will be used in the event of a dispute respecting the appropriateness of a bargaining unit placement where the Institution introduces a new position or significantly revises an existing position.

Process

A. Pre-Assignment Consultation

1. The Employer agrees to provide the Union and the Association with notice of its intention to assign a new position or to significantly alter an existing position to one of the three bargaining units at BCIT. The Employer further agrees to meet jointly with the Association and the Union prior to posting the job to discuss the bargaining unit assignment for the new position after having provided the Union and the Association with the job description and organizational chart/reporting relationship for the new position. The Union/Association may also request such things as a draft job posting, course outline, and other relevant information.
2. The following process will be used for the purposes of paragraph 1: the Employer will notify the Union and the Association by letter with attached job description and organization chart and will specify a time place and date to meet to discuss the new position within ten (10) working days of the notice. The meeting shall take place at the time and date specified unless the parties mutually agree to postpone or cancel the meeting.
3. The Employer shall be entitled to post the new position following the completion of the meeting described above.

B. Jurisdictional Dispute Umpire

1. Where there exists a disagreement over the jurisdictional assignment made by the Employer, a party to this agreement may refer the matter within thirty (30) calendar days of the posting to the Jurisdictional Assignment Umpire.
2. The referring party shall send a copy of the referral to all other parties to this agreement. The referral will set out the full particulars of the dispute, a description of the referring party's position on the matter, and copies of all documents upon which the party intends to rely.
3. Each party shall provide the other parties with the full particulars of their case and with copies of all their reliance documents no later than seven (7) calendar days prior to the date of the hearing.
4. Hearings conducted pursuant to this agreement shall, whenever reasonably possible, be held at the Burnaby campus of the Institute.
5. The parties agree not to use outside legal counsel at the hearings.
6. The hearings will be expedited in all respects and will be conducted on an informal basis as far as is reasonably possible.
7. The expenses and fees of the Umpire will be borne equally among the parties involved in the dispute.

8. In determining the appropriateness of the bargaining unit placement, the Umpire shall be entitled to consider:
 - a) Job elements
 - b) Past practice
 - c) Impact on industrial relations
 - d) Community of interest
 - e) Certificates of Bargaining Authority
 - f) Other factors deemed appropriate by the Umpire
9. The Umpire will endeavour to render a decision within twenty-one (21) days of the conclusion of the hearing.
10. The decision of the Umpire shall be final and binding on all parties to this agreement.

"Tomi Eeckhout"
Director
Labour Relations

"Ken Holmes"
Staff Representative
BCGEU

"Cal Davis"
Acting General Secretary
FSA

Date "Sept 28/2000"

Date "Oct 5/00"

Date "Oct 5/00"

BCIT – and – FSA
2019 Collective Bargaining

Date: Oct 17 / 2019

Time: 11:03 am

Tentatively Agreed

The parties agree to the following amendments to the 2014-2019 collective agreement:

1. Delete Article 5.2.4.4 Incumbents in its entirety and renumber the remainder of the Article as applicable.

2. Amend Article 7.3.1.3 as follows:

~~“7.3.1.3 Effective 1985 April 12 a~~ A member of the Bargaining Unit who takes an excluded Management position and then re-enters the Bargaining Unit,

7.3.1.3.1 shall have previous Bargaining Unit service recognized, and

7.3.1.3.2 shall have Management service recognized to a maximum of four (4) years.

7.3.1.3.3 in either Articles 7.3.1.3.1 or 7.3.1.3.2 only service subsequent to any break in BCIT employment shall count.

7.3.1.3.4 If the Employee's Management service exceeds four (4) years, then previous Bargaining Unit work shall count but Management service time past four (4) years shall not.

7.3.1.3.5 All Management personnel on staff before 1985 April 12 who re-enter the Bargaining Unit shall, for seniority purposes, have all BCIT service time counted subsequent to any break in BCIT employment.”

3. Amend Article 8.1.1.5 as follows:

~~“Effective September 1, 2015, t~~ The Parties agree that Specialized Faculty in Library Services may be assigned work within the following hours from the week following Labour Day each year until May 31 of the following year and exclusive of Christmas and Spring Break periods:

Monday through Thursday from 0800 hours to 2030 hours

Friday from 0800 hours to 1700 hours

Saturday from 0900 hours to 1700 hours

Sunday from 1200 hours to 1700 hours

- 8.1.1.5.1 Such assignments will be subject to the payment of the premiums set out in Article 15.15.3, except for work performed on a Saturday or Sunday.

8.1.1.5.2 Each hour worked on a Saturday or Sunday will be calculated as one and one third (1½) hours of duty for the purposes of Articles 8.2 and 8.5.”

4. Amend Article 9.2.1 Entitlement as follows:

“ Entitlement (~~Effective January 1, 1998~~)”

5. Amend Article 9.6.5 Supplemental Employment Benefit for Maternity or Parental Leave as follows:

~~“Effective January 1, 2018, w~~When on maternity or parental leave, a Regular Employee will receive a supplemental payment added to Employment insurance benefits for a total maximum of seventeen (17) weeks as follows.”

6. Amend Article 16.6.1 Vision Care as follows:

“The vision care benefit limit will be: ~~\$500~~**400 every two (2) years** in any ~~twenty-four (24) month~~ period.

~~Effective January 1, 2017, vision care coverage shall be increased from \$400 every two (2) years to \$500 every two (2) years.”~~

7. Amend Article 16.6.2 Dental Care as follows:

~~“Effective 1992 April 01~~ Dental Plan reimbursement and limits are:

16.6.2.1 Plan A - Basic Coverage: Reimbursement 100%

16.6.2.2 Plan B - Major Services: Reimbursement 65%, no limit.

16.6.2.3 Plan C - Orthodontic Treatment: Reimbursement 60% per insured to \$2160 lifetime per insured.”

8. Amend Article 16.6.4 as follows:

“16.6.4.1 ~~Effective January 1, 2016~~ **The** Extended Health Benefit plans ~~will be amended such that the individual and family deductible shall will be increased from twenty-five dollars (\$25) to fifty dollars (\$50) per calendar year.~~

16.6.4.2 ~~Effective January 1, 2017~~ **h**Hearing aid coverage shall ~~be increase from four hundred dollars (\$400) every five (5) years to one thousand dollars (\$1,000) every three (3) years.~~

16.6.4.3 ~~Effective January 1, 2016 the~~ Reimbursement for professional services ~~shall will~~ be amended from ten dollars (\$10) per visit maximum for the first twelve (12) visits per calendar year to ten dollars (\$10) per visit maximum for the first five (5) visits per calendar year, where applicable and subject to the terms of the Extended Health Benefit Plan.

16.6.4.4 ~~Effective January 1, 2016 the Parties agree to increase~~ The lifetime maximum of Extended Health Benefits ~~shall be from two hundred fifty thousand dollars (\$250,000) to unlimited.~~

9. Amend Article 16.12 as follows:

~~"The Employer shall provide a~~ A mutually agreeable Employee and Family Assistance Plan. ~~will be implemented effective October 1, 1993.~~ The cost of the Plan will be paid by BCIT."

10. Amend Memorandum of Agreement *Early Retirement Incentive Plans* as follows:

~~"1. Effective April 1, 2000,~~ The Employer may offer Early Retirement Incentives to employees who are eligible."

11. Amend Article AP2.2.6 Former Advancement Provisions under *Appendix 2*:

"AP2.2.6 Former Advancement Provisions

~~AP2.2.6.1 For those Technical Staff Employees who were hired on 1975 December 31 or earlier, the qualifications for advancement to Step 14 are as follows:~~

~~AP2.2.6.1.1 Diploma of Technology or equivalent and a minimum of two (2) years of relevant experience, or~~

~~AP2.2.6.1.2 status of a qualified tradesman in a relevant field.~~

AP2.2.6.12 For those Technical Staff Employees hired after 1975 December 31 and before 1990 February 09, the qualifications for advancement to Step 14 are as follows:

AP2.2.6.12.1 Diploma of Technology or equivalent, including CSCT or CAMRT, and five (5) years of relevant experience, or

AP2.2.6.12.2 status of a qualified tradesman in a relevant field with at least three (3) years of relevant experience."

12. Amend Article AP2.5.1 Nurses: Medical Services Department – M/A #88557 under *Appendix 2* as follows:

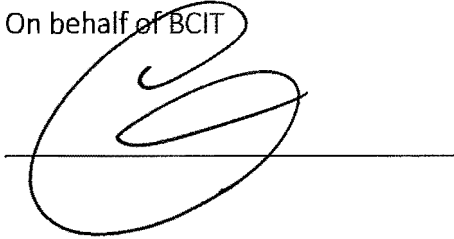
“Preamble

The Parties recognize the need for an agreement which sets out certain conditions with regard to the category of Nurse in the Medical Services Department. Therefore, the Parties agree to the following conditions for ~~such New Employees hired after the date of ratification of the Collective Agreement commencing 1984 January 01:~~”

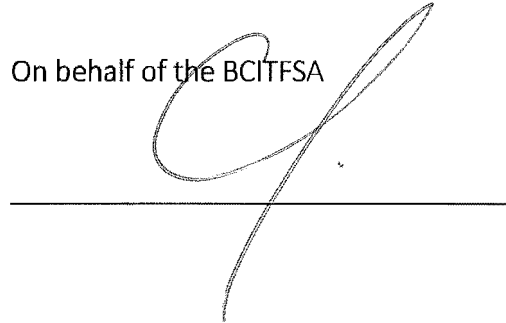
13. Delete Article AP2.5.5 Nurses: Medical Services Department – M/A #88557 under *Appendix 2*.

Agreed to:

On behalf of BCIT

A handwritten signature in black ink, consisting of a large, stylized 'B' and 'C' intertwined, positioned above a horizontal line.

On behalf of the BCITFSA

A handwritten signature in black ink, consisting of a large, stylized 'C' and 'F' intertwined, positioned above a horizontal line.

BCIT – and – FSA
2019 Collective Bargaining

Date: Oct 17/2019

Time: 11:03 am

Tentatively Agreed

The parties agree to the following amendments to the 2014-2019 collective agreement:

1. Update provisions which state "he/she" to "**they**" or "**the Employee**" throughout the Collective Agreement.
2. Update any reference to "Vice-President Education" to "**Vice-President, Academic, or designate**" throughout the Collective Agreement.
3. Delete references to the "Economic Stability Dividend" throughout the Collective Agreement, including Appendix 7 – Economic Stability Dividend.
4. Update references to "Christmas Break" to "**Winter Break**" throughout the Collective Agreement.
5. Update all numerical date references to the plain number (1, 31, etc.), rather than 01, 1st, 31st, etc. throughout the Collective Agreement.
6. Amend Article 1.8.5.1 as follows:

"Unless otherwise specified in the Collective Agreement or by the Labour/Management Committee in a specific case, this shall mean the Employees and the related Manager in one of the units designated as a Department by Memorandum of Agreement, or by Appendix III, for each of which an official roster shall be kept, to be established by mutual agreement. Each member of the Department shall participate in deliberations and decisions with a single voice and a single vote."

7. Amend Article 3.5.2 as follows:

"3.5.2 The Labour/Management Committee **or their designates** shall meet within ten (10) working days of the presentation of the grievance."

8. Amend Article 9.3.1 as follows:

"A full-time Employee shall accrue one and one-half (1.5) days of non-occupational sick leave per month for each month of continuous service, to a maximum of two hundred and fifty (250) days. Sick leave credits shall also accrue during paid leaves. A part-time Employee shall receive pro rata sick leave entitlement."

9. Correct the tab alignment of "Professional" in Article 10.3.9.

10. Amend Article 11.7.3 as follows:

"When a Technical Staff Employee is promoted to a job category with a higher **salary** at the top step, that Employee's salary shall be set at a level according to Articles 11.7.12.2 and 11.7.12.3."

11. Amend Article 14.4 as follows:

"Departments may assign, by a specific motion at a Departmental Meeting, responsibility for the development of plans (pursuant to Article 14.2 above) to Departmental Committees, or to Programme Heads, Co-ordinators, or other individuals within the Department. When delegated to an individual, the final plan must be returned to and approved by a majority of Department members. When delegated to Departmental Committees, the plans may be returned to and approved by a majority of Department members."

12. Amend Article 16.14.1 as follows:

"Part-Time Studies Instructors shall be eligible to apply to the Employer for enrolment in the basic medical, extended health, and dental plans provided they have accrued **two hundred and fifty (250)** contract hours in the previous calendar year. Employees covered by that Employee's other employer benefit plan(s) will not be eligible for benefit coverage under this Article."

13. Amend Article 16.14.4 as follows:

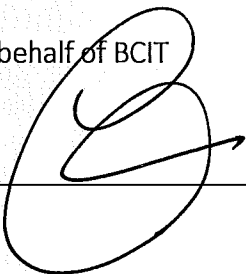
"A Part-Time Studies Instructor who contracts fewer than **one hundred and fifty (150)** hours in a subsequent calendar year shall no longer be eligible for coverage under the plans. Instructors who fall below the **one hundred and fifty (150)** hour threshold will regain eligibility as per (1) above.

14. Amend Article 16.14.8 as follows:

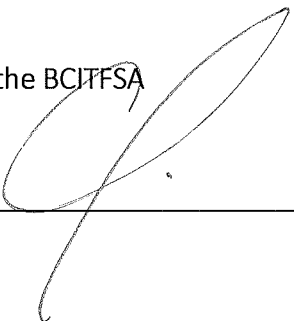
"If unable to meet the threshold due to extenuating circumstances, the Part-Time Studies Instructor may apply to the Institute for a continuation of eligibility for a period not to exceed **twelve (12)** months. The Employer shall have sole discretion to approve such applications.

Agreed to:

On behalf of BCIT



On behalf of the BCITFSA



BCIT – and – FSA
2019 Collective Bargaining

Date: October 31, 2019

Time: 10:35am

Tentatively Agreed

The parties agree to the following amendments to the 2014-2019 collective agreement:

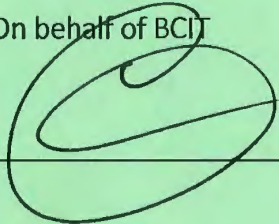
Amend Article 3.8.5 as follows:

"3.8.5 The Arbitrator ~~following arbitrators~~ shall be selected on the basis of the person who is available to hear the grievance within **thirty (30)** ~~ten (10)~~ calendar days of appointment, ~~on a rotating basis~~. If the parties are unable to agree upon an arbitrator within **ten (10)** working days, then either party may ask the Director of the Collective Agreement Arbitration Bureau (CAAB) to select an arbitrator.

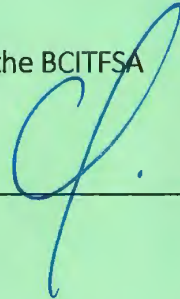
- ~~Stan Lanyon~~
- ~~Chris Sullivan~~
- John Hall"

Agreed to:

On behalf of BCIT



On behalf of the BCITFSA



October 31, 2019

Date: 2019/10/31

Time: 10:34

Tentatively Agreed

The parties agree to the following amendments to the 2014-2019 collective agreement:

Amend Article 4.6 as follows:

“4.6.1 After two (2) years of employment as a Temporary Employee, an Employee will become a Regular Employee:

4.6.1.1 Provided there has been no more than a five (5) month break in continuous employment at any one time in the two (2) year period immediately preceding; and

4.6.1.2 Unless the Temporary Employee is hired to fill a vacancy created by a Regular Employee who is away from that Regular Employee's position or from the Institute, for a stated period of time, in which case the Temporary Employee may be retained as a Temporary for that third (3rd) year but shall be made a Regular Employee at the commencement of that Temporary Employee's fourth (4th) year of employment.

4.6.1.3 Provided the position or a similar one is to be filled, or the same primary functions or similar functions are to be carried out.

4.6.2 Where a Temporary Employee becomes eligible for conversion to a regular status and where the subsequent term of employment is three (3) months or less

4.6.2.1 the Employee shall be made regular, however that Employee shall be considered to have received individual layoff notice.

4.6.2.2 In this event the individual shall be paid severance pay in accordance with the entitlements in Article 18 and be eligible for rehire as a Regular Employee but shall not fall under the layoff avoidance options and rights provisions.

4.6.3 Where it is shown that an Employee has been appointed to an inappropriate category relative to the terms of this Article and to the duties performed, that appointment shall be changed to regular, with an option of retroactivity to the start day of the current appointment. In these cases the Employee will be given the option of regular status either on the start date of the disputed appointment or the effective date of the resolution of the matter.

4.6.4 The prospect of an applicant becoming classified as a Regular Employee shall in no way militate against that applicant being selected and appointed.

4.6.5 When two or more suitably qualified candidates are deemed equal by the Selection Committee, then the candidate with the greatest length of service time with the Bargaining Unit shall be awarded the position.

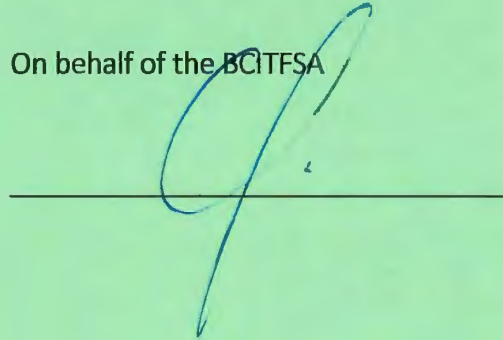
4.6.6 The time periods in Articles 4.6.1, 4.6.1.1 and 4.6.1.2 will be held in abeyance for the duration of an employee's leave under Part 6 of the Employment Standards Act."

Agreed to:

On behalf of BCIT



On behalf of the BCITFSA



October 31, 2019
Date: 2019/10/31
Time: 10:34am

Tentatively Agreed

The parties agree to the following amendments to the 2014-2019 collective agreement:

Amend Article 9.5 as follows:

“9.5.1 In the case of death in the immediate family, the Employee shall be entitled to leave with pay for five (5) working days provided the Employee has notified the Manager. Immediate family shall mean husband, wife, child, brother, sister, parent, parent-in-law, a common-law spouse or child living in the same household, any other relative living in the same household, or any other person with the written approval of the Manager.

9.5.2 In the event of the death of the Employee's grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, the Employee shall be entitled to special leave for one (1) day for the purpose of attending the funeral.

9.5.3 If an Employee is on vacation at the time of bereavement, the Employee shall be granted Bereavement Leave and be credited the appropriate number of days of vacation leave credits.

9.5.4 An Employee will be granted a compassionate care leave of absence without pay for up to **twenty seven (27) ~~eight (8)~~ weeks within a 52 week period** to care for a gravely ill family member. For the purpose of this Article, 9.5.4, “family member” is defined in Appendix 1 – Family Members for the Purpose of Article 9.5.4 Compassionate Care Leave. 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.

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

9.5.5.1 The Employee's benefit coverage will continue for the duration of the compassionate care leave, to a maximum of **twenty seven (27) weeks within a 52 week period ~~eight (8) weeks~~**, and the premium payment shall be on the same basis as if the employee were not on leave.

9.5.5.2 Where an Employee elects to buy back pensionable service for part or all of the duration of the compassionate care leave, to a maximum of **twenty seven (27) weeks ~~eight (8) weeks~~**, the Employer will pay the Employer portion of the

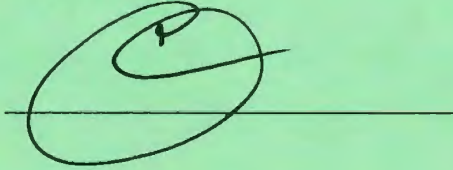
pension contribution in accordance with the Pension Plan regulations.

9.5.5.3 Compassionate care leave, up to a maximum of ~~eight (8) weeks~~ **twenty seven (27) weeks within a 52 week period**, shall be treated as continuous employment for the purposes of seniority accrual under the Collective Agreement.

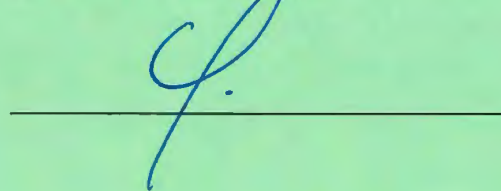
9.5.6 Should an Employee require additional time to care for a gravely ill family member, additional leaves may be granted beyond the ~~eight (8) week~~ period specified in Article 9.5.4 above. Such additional leaves shall be pursuant to Article 9.7 – General Purpose Leave Without Pay.”

Agreed to:

On behalf of BCIT

A handwritten signature in black ink, consisting of a large, stylized loop with a smaller loop inside, positioned above a horizontal line.

On behalf of the BCITFSA

A handwritten signature in blue ink, consisting of a large, stylized loop with a smaller loop inside, positioned above a horizontal line.

BCIT – and – FSA
2019 Collective Bargaining

Date: October 23, 2019

Time: 10:30am

Tentatively Agreed

The parties agree to the following amendments to the 2014-2019 collective agreement:

Amend Article 13.3.2.1 as follows:

13.3.2 Procedure for Development of Performance Appraisal Systems

13.3.2.1 Employer Provision of Performance Appraisal Systems

The Employer shall provide a performance appraisal system for any Department(s) that does not presently have an approved system. The Departments with an approved system are listed below:

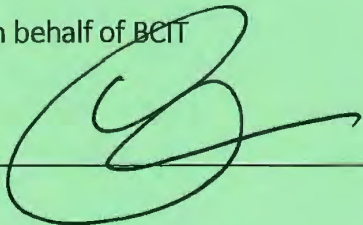
~~Chemistry~~
~~Communications~~
~~Mathematics~~
~~Physics~~
~~Financial Management~~
~~Operations Management~~
~~Medical Services~~

13.3.2.2 Revision

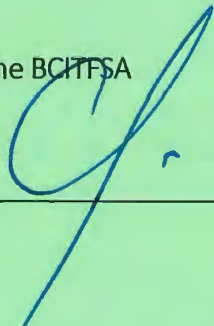
At any time a Department shall have the right to submit to the Employer a new or revised system which, if approved, shall supersede the former approved system, provided that the approval is required for amendments only, and that the revised or new system satisfies Article 13.3.1.2, and includes only those elements listed in Article 13.3.3.

Agreed to:

On behalf of BCIT



On behalf of the BCITFSA



BCIT – and – FSA
2019 Collective Bargaining

Date: October 17/19

Time: 2:33pm

Tentatively Agreed

The parties agree to the following amendments to the 2014-2019 collective agreement:

For clarity, add a note beneath each Article 15.3 Technical Staff Salary Scales as follows:

15.3 Technical Staff Salary Scales

15.3.1 The salary scale for the category of Nurse in the Student Health Services Department shall be Technical Staff Step 7 -18.

15.3.2 Effective July 1, 2014 the following salary scale shall apply to each Technical Staff Employee:

Step	Annual	Monthly	Biweekly	Hourly
1	36,963	3,080.25	1,416.79	20.24
2	38,160	3,180.00	1,462.67	20.90
3	39,421	3,285.08	1,511.00	21.59
4	40,598	3,383.17	1,556.12	22.23
5	41,944	3,495.33	1,607.71	22.97
6	43,297	3,608.08	1,659.57	23.71
7	44,666	3,722.17	1,712.04	24.46
8	45,994	3,832.83	1,762.95	25.18
9	47,346	3,945.50	1,814.77	25.93
10	48,921	4,076.75	1,875.14	26.79
11	50,540	4,211.67	1,937.19	27.67
12	52,160	4,346.67	1,999.29	28.56
13	53,811	4,484.25	2,062.57	29.47
14	55,432	4,619.33	2,124.70	30.35
15	57,030	4,752.50	2,185.95	31.23
16	58,664	4,888.67	2,248.59	32.12
17	60,213	5,017.75	2,307.96	32.97
18	62,203	5,183.58	2,384.24	34.06

NOTE: Salary Bands for each Technical Staff Level are as follows (per Article 11.6.3 & Appendix 2):

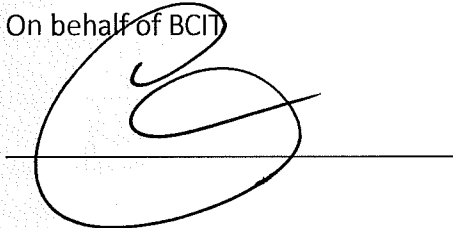
Technical Staff Level 1: Step 1 – 9

Technical Staff Level 2: Step 7 – 14

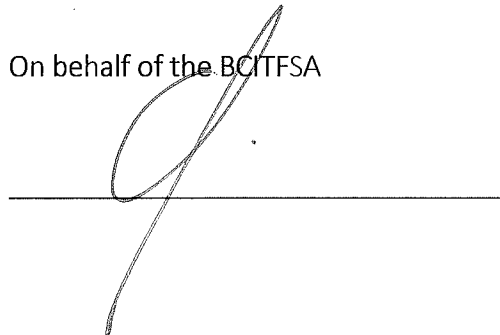
Technical Staff Level 3: Step 12 - 18

Agreed to:

On behalf of BCIT



On behalf of the BCITFSA



Date: November 22, 2019

Time: 1:09pm

Tentatively Agreed

The parties agree to the following amendments to the 2014-2019 collective agreement:

Amend Article 16.1 as follows:

16.1 The Employer shall make each of the four (4) plans described in Articles 16.1.1, 16.1.2, 16.1.3, and 16.1.4 below available for each Regular Employee who meets the eligibility requirements of the underwriter for the particular plan:

16.1.1 ~~Medical Services Plan of British Columbia and~~ Extended Health Care Plan;

16.1.2 Dental Plan;

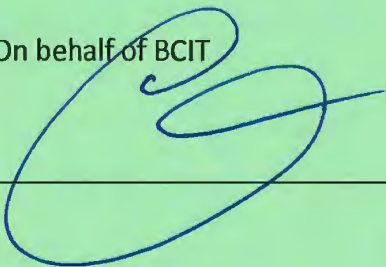
16.1.3 Life Insurance and Accidental Death and Dismemberment Insurance; and

16.1.4 Long Term Disability Insurance.

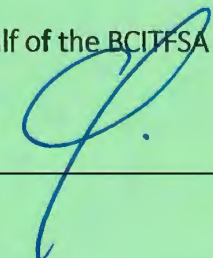
16.1.5 If the government, at any time in the future, reverts to an individually paid premium system for basic medical insurance, the Institute's obligation to cover and administer MSP as set out in Article 16.8 of the 2014-2019 Collective Agreement shall again become effective, commencing on the date when such system takes effect.

Agreed to:

On behalf of BCIT



On behalf of the BCIT/FSA



October 31, 2019

Date: 2019/10/31

Time: 10:33am

Tentatively Agreed

The parties agree to the following amendments to the 2014-2019 collective agreement:

Amend Article 16.14 as follows:

“16.14.1 Part-Time Studies Instructors shall be eligible to apply to the Employer for enrolment in the basic medical, extended health, and dental plans provided they have accrued 250 contract hours in the previous calendar year. Employees covered by that Employee's other employer benefit plan(s) will not be eligible for benefit coverage under this Article.

16.14.2 Part-Time Studies Instructors who qualify to enrol in these benefit plans shall have all monthly premiums paid on their behalf by the Employer.

16.14.3 A Part-Time Studies Instructor who decides to opt out of coverage under these plans shall not be eligible to re-enrol in the plans for a period of two (2) years.

16.14.4 A Part-Time Studies Instructor who contracts fewer than 150 hours in a subsequent calendar year shall no longer be eligible for coverage under the plans. Instructors who fall below the 150 hour threshold will regain eligibility as per (1) above.

16.14.5 Coverage under the benefit plans will cease when a Part-Time Studies Instructor has no contract hours credited for five (5) consecutive months.

16.14.6 For the purposes of this provision, calendar year shall mean the period June 1 to May 31.

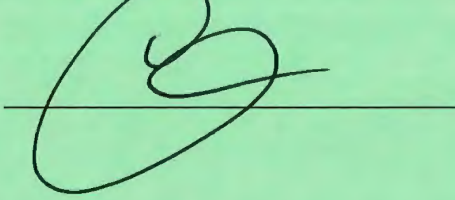
16.14.7 Contract hours paid under Article 15.8.1 (Part-Time Studies Instructors/Lecturers) and under Article 15.18 (Curriculum Development) shall be counted as contract hours for determining eligibility under Articles 16.14.1, 16.14.4 and 16.14.5.

16.14.8 If unable to meet the threshold due to extenuating circumstances, the Part-Time Studies Instructor may apply to the Institute for a continuation of eligibility for a period not to exceed 12 months. The Employer shall have sole discretion to approve such applications.

16.14.9 If a Part-Time Studies Instructor has enrolled in the basic medical, extended health, and dental plans provided and is unable to meet the threshold at Article 16.4.4 or 16.4.5, as a result of a leave under Part 6 of the Employment Standards Act, the Institute will continue benefits for the duration of the leave under Part 6 of the Employment Standards Act.”

Agreed to:

On behalf of BCIT



On behalf of the BCITFSA

