

# MEMORANDUM OF SETTLEMENT

Between

**BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY**

And

**BCIT FACULTY AND STAFF ASSOCIATION**

The above-noted parties agree that collective bargaining over the renewal of the July 1, 2007 to June 30, 2010 collective agreement shall be resolved on the terms as set out below. All terms of the Collective Agreement July 1, 2007 to June 30, 2010 collective agreement continue except as specifically varied below.

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

- Article 1.7 –Discrimination and Harassment (as agreed January 11, 2013)
- Article 3.5 – Union Grievance (as agreed June 4, 2012)
- Article 3.6 – Employer Grievance (as agreed June 4, 2012)
- Article 3.8 – Expedited Arbitration (as agreed January 11, 2013)
- Article 5.2.1 – Competition (as agreed January 11, 2013)
- Article 5.2.4 – Departmental/Program Administrative Positions (as agreed June 4, 2012)
- Article 8.5.8 – Overtime (as agreed November 29, 2012)
- Article 9.1.1 – Holidays (as agreed October 15, 2012)
- Article 9.2.1.5 – Temporary Employees (as agreed November 29, 2012)
- Article 9.2.6 – Vacation Accumulation on Leave (as agreed June 4, 2012)
- Article 9.2.7.7 – Vacation in first year of service (as agreed November 29, 2012)
- Article 9.6 – Parenting Leaves (as agreed December 7, 2012)
- Article 10.3 - Professional Development Expenses Fund (as agreed December 7, 2012)
- Article 13.2 – Student Questionnaire (as agreed October 15, 2012)
- Article 15.4 – Information Technology and Research (as agreed, February 6, 2011)
- Article 17 – Separation (as agreed December 7, 2012)
- Article 18 – Staff Reduction (as agreed October 15, 2012)

- Article 18.6.1.2 – Recall Rights for Employees Laid Off (as agreed, February 6, 2011)
- Appendix 3 – Departments (as agreed June 4, 2012; and June 27, 2012)
- Appendix 5.1 – Administrative Allowances (as agreed May 26, 2011)
- Memag 12FSA05 – Re: Article 10.5 Application Criteria – Other Staff Super Committee (as agreed, December 7, 2012)

**Compensation Adjustments**

Effective the following dates all salary scales set out at Article 15, Administrative Allowances as set out at Article 15.6, Qualification Differential as set out at Article 15.16 will be increased as set out below:

March 31, 2013	1%
July 1, 2013	1%
December 1, 2013	1%
April 1, 2014	1%

**Term of Agreement**

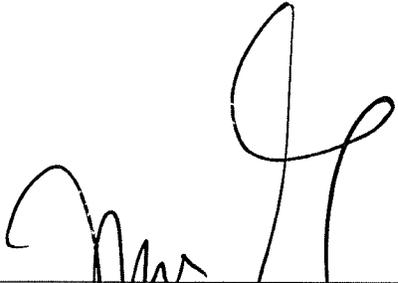
The term of the renewed collective agreement shall be from July 1, 2010 to June 30, 2014

**Ratification**

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

This Memorandum of Settlement is also subject to ratification by the Post - Secondary Employer's Association Board of Directors.

Dated this 11 day of January 2013

  
 \_\_\_\_\_  
 Signed on behalf of the Employer

  
 \_\_\_\_\_  
 Signed on behalf of the BCITFSA

1.7 **Discrimination and Harassment**

- 1.7.1 The parties agree that neither the Employer, nor the Employee, shall discriminate against any applicant to a position covered by this Agreement, or against any Employee, on the basis of age, race, sex or sexual orientation, colour, creed, religion, political beliefs, national origin, ethnic origin, marital status, family status, membership in the Union or activities relating to participation in the Union, or participation in community affairs.
- 1.7.2 In support of the harassment and discrimination training programs currently offered by the Employer, the parties will jointly develop and offer educational and training programs designed to:
  - 1.7.2.1 Enhance understanding of interpersonal conflict and bullying and the effects thereof in the workplace;
  - 1.7.2.2 Ensure that all members of the Association **and their managers** are aware of their resources and responsibilities with respect to interpersonal conflict and bullying; and
  - 1.7.2.3 Actively promote the development and maintenance of a respectful workplace environment.
- 1.7.3 The Employer and the Association agree that employee attendance at these educational and training programs is mandatory.

*As of April 11, 2011, the Parties have reached tentative agreement on the following text relating to Articles 3.5 and 3.6, but the Parties have not reached agreement on BCIT's proposal regarding Article 3.4 which remains on the bargaining table.*

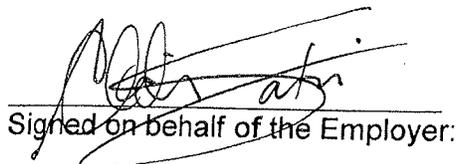
## TEXT OF AGREED TO PROPOSAL

### 3.5 Union Grievance

- 3.5.1 If the Union desires to initiate a grievance, it shall present a written statement of the grievance to the Employer within ten (10) working days of the date the facts on which the grievance is based first became fully known to the Union.
- 3.5.2 The Labour/Management Committee shall meet within ten (10) working days of the presentation of the grievance.
- 3.5.3 The Employer shall respond in writing within ~~five (5)~~ **ten (10)** working days of the meeting above.
- 3.5.4 If the grievance is not resolved within twenty (20) working days of the receipt of the response in Article 3.5.3 above, then the Union may proceed to Step IV.

### 3.6 Employer Grievance

- 3.6.1 If the Employer desires to initiate a grievance, the Employer shall present a written statement of the grievance to the Union within ten (10) working days of the date the facts on which the grievance is based first became fully known to the Employer.
- 3.6.2 The Labour/Management Committee shall meet within ten (10) working days after the grievance has been presented.
- 3.6.3 The Union shall respond in writing within ~~five (5)~~ **ten (10)** working days following the meeting above.
- 3.6.4 If the grievance is not resolved within twenty (20) working days following receipt of the response in Article 3.6.3 above, then the Employer may proceed to Step IV.

  
Signed on behalf of the Employer:

  
Signed on behalf of the FSA:

Dated: June 4, 2012

Replace Article 3.8 with the following:

- 3.8 Expedited Arbitration
- 3.8.1 Where a difference arises relating to the interpretation, application or administration of the collective agreement, including where an allegation is made that a term or condition of the agreement has been violated, either party may, after exhausting the steps of the grievance procedure under the agreement, notify the other party within ten (10) calendar days of receipt of the last grievance step reply, of its desire to arbitrate under **Article 3.8** and to submit the difference or allegation to expedited arbitration before a single arbitrator.
- 3.8.2 All grievances except those relating to the following shall be resolved by expedited arbitration:
- 3.8.2.1 Dismissals;
  - 3.8.2.2 Suspensions in excess of five (5) working days;
  - 3.8.2.3 Policy grievances;
  - 3.8.2.4 Grievances requiring the presentation of extrinsic evidence;
  - 3.8.2.5 Grievances where either party intends to raise a preliminary objection;
  - 3.8.2.6 Grievances arising from the duty to accommodate.
- 3.8.3. Those grievances not suitable for resolution at expedited arbitration, as listed under section 3.8.2 above, may be referred to arbitration under the provisions Article 3.7 of the collective agreement.
- 3.8.4 By mutual agreement, a grievance falling into any of the categories as listed under section 3.8.2 above, may be placed into the expedited arbitration process.
- 3.8.5 The following arbitrators shall be selected on the basis of the person who is available to hear the grievance within ten (10) calendar days of appointment, on a rotating basis.
- **Stan Lanyon**
  - Chris Sullivan
  - John Hall
- 3.8.6 If none of the listed arbitrators in 3.8.5 are available within ten (10) days, the parties shall agree to another arbitrator who is available within ten (10) days of appointment.

- 3.8.7 The Arbitration process will be expedited further in the following manner:
- 3.8.7.1 Lawyers shall not be retained to represent either party. This does not preclude either party from using staff who may be lawyers.
  - 3.8.7.2 The parties shall develop an agreed statement of facts and shall exchange reliance documents prior to the hearing. Disclosure of relevant or potentially relevant documents is a mutual and ongoing obligation before and during the particular hearing.
  - 3.8.7.3 By mutual agreement, written submissions may be used in place of a hearing. Submissions shall be in standard format and will not be more than ten (10) pages long.
  - 3.8.7.4 All presentations shall be short and concise and are to include a comprehensive opening statement. The parties shall make limited use of authorities during their presentations.
- 3.8.8 Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. Where mediation fails or is not appropriate in the opinion of the arbitrator, a decision shall be rendered as contemplated herein.
- 3.8.9 The decision of the arbitrator is to be completed and delivered to the parties within three (3) working days of the hearing.
- 3.8.10 All decisions, including mediated settlements, under this expedited arbitration process are limited in application to the particular dispute and are without prejudice. The decisions shall have no precedential value and shall not be referred to in any subsequent proceeding. The expedited arbitrators shall include statements to this effect at the beginning of their decision.
- 3.8.11 All settlements of proposed expedited arbitration cases made prior to an expedited hearing are also without prejudice and have no precedential value.
- 3.8.12 The decision or award, including mediated settlements, is final, binding, and conclusive, and is not open to question or review in a court on any grounds whatsoever.
- 3.8.13 Should the parties disagree as to the meaning of the decision or award, including mediated settlements, either party may request that the arbitrator clarify the decision.
- 3.8.14 The parties shall equally share in the costs of the fees and expenses of the expedited arbitrator. Hearings shall be conducted at the institution or at the offices of the union where possible to minimize costs.

- 3.8.15 The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions under the *Labour Relations Code*.

5.2.1 Competition

- 5.2.1.1 Subject to Articles **5.2.1.7**, 18.2, 18.4, and 18.6, all vacancies and all additions to staff within the Bargaining Unit as a whole shall be open to competition except by mutual agreement of the parties in (a) emergency or (b) compassionate situations or (c) other special circumstances.
- 5.2.1.2 If a position is not to be filled or is not to be continued, the reason(s) shall be forwarded in writing to the Union within one (1) calendar month of the vacancy occurring.
- 5.2.1.3 Notice of positions to be filled non-competitively shall be posted internally by the Employer and clearly labelled non-competitive.
- 5.2.1.4 Regular Employees may be employed to fill temporary vacancies for which they apply if they are selected by the appropriate Selection Committee.
- 5.2.1.5 If so appointed, a replacement Employee shall not lose Regular status, and shall be entitled to return to the former position held by that Employee.
- 5.2.1.6 The Manager shall notify the Association by electronic mail, at the time the Department is notified, that a selection committee will need to meet with respect to a vacancy.
- 5.2.1.7 **Subject to Articles 18.2, 18.4, 18.6, a selection committee may recommend that a temporary appointment be filled with a preferred candidate without the agreement of the Association and without competition notwithstanding Article 5.2.3.3.1.**

*As of April 11, 2011, the Parties have reached tentative agreement on the following text relating to Article 5.2.4, but the Parties have not reached agreement on BCIT's Proposal regarding Article 5.2.4.6 which remains on the bargaining table.*

## TEXT OF AGREED TO PROPOSAL

5.2.4 Departmental/Program Administrative Positions (**Program Head** ~~Chief Instructors, Senior Instructors,~~ Coordinators and Other Supervisory Personnel Within the Bargaining Unit.)

5.2.4.1 Recommendations for appointment to the position of **Program Head** ~~Chief Instructor, Senior Instructor,~~ Coordinator, other supervisory personnel, or any other position carrying special remuneration or title within the Bargaining Unit shall be made by the Department through the Manager or equivalent to the Employer.

5.2.4.2 The Department may, if it wishes, make recommendations for terms of reference, including the term of appointment and provisions for recall, for positions referred to in Article 5.2.4.1 to the Employer, but in any case the new appointment shall be for a period not exceeding three (3) years and shall be renewable. A Program Head does not normally represent more than one Technology Program, except in the formative period of the Program or in special circumstances as mutually agreed.

~~5.2.4.3 There shall be no changes to the normal process for identifying Chief Instructor, Senior Instructor, Program Head, Coordinator and Supervisor allowances until agreement is reached on a new organizational system.~~

5.2.4.4 The foregoing provisions notwithstanding, the Association Employees in the Program, with the participation of the Associate Dean or equivalent having one vote, shall determine in accordance with the Collective Agreement Release Time for the Program Head and other supervisory personnel within the Bargaining Unit.

5.2.4.5 Incumbents

It is the intent of Article 5.2.4 that incumbents established in these positions before June 15, 1976 shall continue to hold their positions until such time as:

5.2.4.5.1 The term of appointment to the position expires, if a term was stated at the time of appointment;

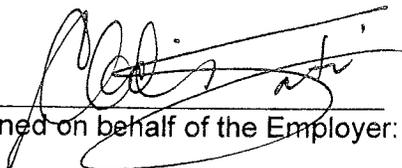
5.2.4.5.2 They complete the assigned duties relevant to the position, if the position was based on an

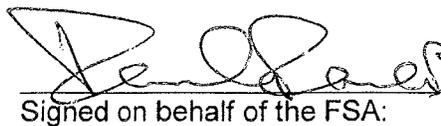
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assignment of duties which do not necessarily  
continue;

5.2.4.5.3 They resign from the position concerned;

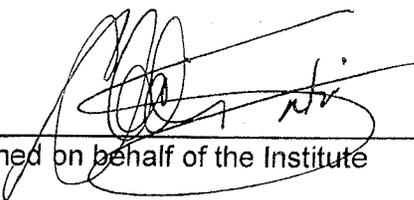
5.2.4.5.4 They terminate their employment at the Institute.

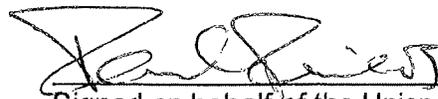
  
Signed on behalf of the Employer:

  
Signed on behalf of the FSA:

Dated: June 4/2012.

- 8.5.8.1 An Employee's overtime will be paid as a lump sum or as equivalent time off at the option of the Employee.
- 8.5.8.2 Where an Employee elects to take equivalent time off, the time off must be scheduled by mutual agreement between the Employee and the Employer. The equivalent time off must be scheduled in the fiscal year in which it is earned.
- 8.5.8.3 If an Employee is unable to schedule and take his or her equivalent time off within the fiscal year in which it was earned, the Employee's overtime will be paid out no later than the pay period that encompasses March 31.
- 8.5.8.4 An Employee's lump sum payment or equivalent time off will be paid at the rate and step at which it was earned.
- 8.5.8.5 For a period of six (6) months following the ratification of the 2010-2014 Collective Agreement, Employees may use existing overtime banks (held as of the date of ratification) at their current rate of pay as either equivalent time off or a lump sum payment. Any equivalent time off scheduled during the six (6) month period must be scheduled by mutual agreement between the Employee and the Employer. At the conclusion of this six (6) month period, any remaining overtime in these existing banks will be paid out at the Employee's current rate of pay. Any overtime earned after the date of ratification will be banked and/or taken in accordance with Article 8.5.8.1 through 8.5.8.4.

  
Signed on behalf of the Institute

  
Signed on behalf of the Union

Dated: November 29, 2012

The Parties agree that commencing January 2013 the following list of Statutory Holidays will be observed by the Institute. The "first" Family Day will be observed on February 11, 2013.

9.1 Holidays

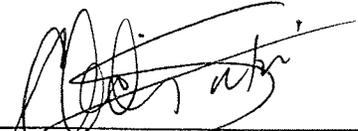
9.1.1 Employees shall receive the following Statutory Holidays:

New Year's Day	B.C. Day
<b>Family Day</b>	Labour Day
Good Friday	Remembrance Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Dominion (Canada) Day	Boxing Day

Additional Statutory Holidays proclaimed by the Province of B.C. shall be observed.

Signed on behalf of the Employer

Signed on behalf of the Union

  
Date October 15, 2012

  
Date Oct. 15, 2012

9.2.1.5 Temporary Employees

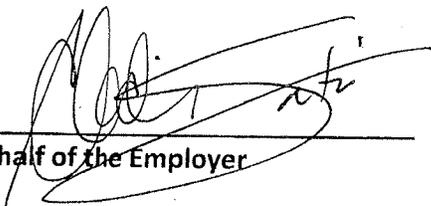
Vacation pay for Temporary Employees shall be calculated and paid to the Employee on each pay cheque for basic wages, per Article 15 (overtime etc. not included), that the Employee receives. Temporary Employees shall receive vacation pay but shall not accumulate vacation entitlement.

9.2.1.5.1 Temporary Faculty Employees shall accumulate vacation pay at the rate of 20% of basic wages.

9.2.1.5.2 Temporary Assistant Instructor Employees shall accumulate vacation pay at the rate of 13.04% of basic wages.

9.2.1.5.3 Temporary Technical Staff Employees shall accumulate vacation pay at the rate of 10.64% of basic wages.

9.2.1.5.4 Temporary Employees shall be entitled, upon request, to a leave without pay, during the term of their appointment, equivalent to the vacation entitlement of a Regular Employee with the same service. Such leaves will be scheduled in accordance with Article 14.2. **Any statutory or general holidays that fall within the period of that unpaid leave shall be paid at the Employee's current rate of pay.**



On behalf of the Employer



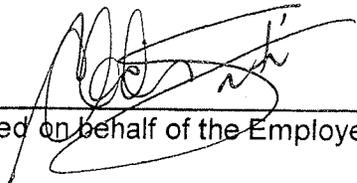
On behalf of the Union

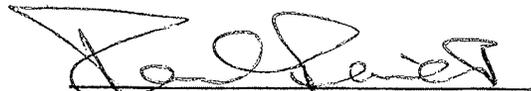
Dated: November 29/2012

As of May 26, 2011 the parties have agreed to the following amendment to the collective agreement.

9.2.6 Vacation Accumulation on Leave

An Employee on paid Leave shall continue to accumulate vacation entitlement at the same rate as when on active duty, except when the Employee is on ~~Maternity Leave, or~~ on any Leave Without Pay. See also Article 2.1.6 for provisions governing benefits and vacation for Employees on Union release time.

  
Signed on behalf of the Employer

  
Signed on behalf of the FSA

Dated: June 4 / 2012

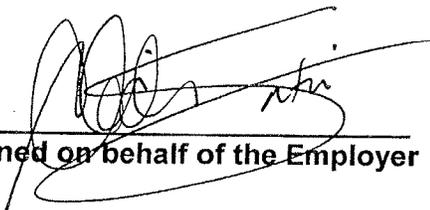
9.2.7.7 Vacation in First Year of Service

New Provision

**9.2.7.7 Regular employees in teaching departments who commence employment with the Institute after August 1 of any calendar year and who are unable to schedule and use their accrued vacation by December 31 of that year have the following options:**

**9.2.7.7.1 Full pay on or about December 31 for all accrued but unused vacation days; or**

**9.2.7.7.2 Carry over any portion of vacation days accrued up to a maximum of ten (10) days pursuant to Article 9.2.7 and be paid out in full for all remaining accrued but unused vacation days on or about December 31.**

  
Signed on behalf of the Employer

  
Signed on behalf of the Union

Date: November 29/2010

## 9.6 Parenting 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 an Employee **upon commencement of employment with the Employer**. ~~only after a period of ten (10) months from the date of her first employment by the Employer.~~
- 9.6.1.3 The Employer shall allow Maternity Leave for a female 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.
- 9.6.1.4 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.
- 9.6.1.5 Upon **request** ~~application~~, a pregnant Employee shall be granted automatically up to **eleven (11)** ~~nine (9)~~ weeks leave of absence without pay during the period immediately preceding the predicted date of delivery.
- 9.6.1.6 Following the date of delivery, the Employee ~~must remain on leave of absence for six (6) weeks, and may opt to continue this-on leave of absence without pay for a period without pay to a maximum of eighteen (18) months from the date of delivery.~~
- 9.6.1.7 An Employee who is on Maternity Leave shall give written notice to the Employer at least one (1) month before the scheduled expiration of this Leave if she 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.
- 9.6.1.8 If an Employee fails to return from Maternity Leave to employment at the Institute within twenty (20) working days after the scheduled date of expiration of the Maternity Leave and has not given notice as specified in Article 9.6.1.7, then the Employee shall be deemed to have resigned as of the date of expiration of the Maternity Leave.
- 9.6.1.9 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 9.6.1.3 and 9.6.1.4.

- 9.6.1.10 If the Employee maintains coverage for benefits while on Maternity Leave, the Employer agrees to pay the Employer's share of these premiums for a period of not more than fifty-two (52) weeks.
- 9.6.1.11 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.
- 9.6.1.12 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** arrival in the Employee's custody:

9.6.2.1.1 Application shall be made to the Dean or equivalent ~~and include a statement that there is no adoptive parent at home other than the Employee to provide for the needs of the child;~~

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 ~~three (3) months~~ **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.

#### 9.6.3 Parenting Leaves

9.6.3.1 An ~~male~~ 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** ~~take place~~ within fifty-two (52) weeks of the birth of the child.

**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 Parenting Leave.**

**9.6.4 Additional Parental Leave**

**9.6.4.1 An Employee who has accessed a leave under Article 9.6.2 or Article 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.**

**9.6.4.2 A request for additional parental leave under Article 9.6.4.1 must:**

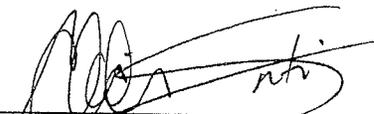
**9.6.4.2.1 be given in writing to the Employee's manager;**

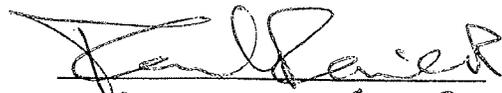
**9.6.4.2.2 be given to the Employee's manager at least four (4) weeks before the Employee proposes to begin leave; and**

**9.6.4.2.3 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.**

Signed on behalf of the Employer

Signed on behalf of the Union

  
Date December 7/2012

  
Date Dec. 7, 2012

BCIT Bargaining Proposal  
Faculty and Staff Association Collective Agreement  
Renewal of 2007-2010 Agreement

- 10.3 Professional Development Expenses Fund, Program-Administered  
(Conferences/Courses/Seminars; Other Related Activities; Resources; Equipment)
- 10.3.1 It is recognized that Programs and Program Groups remain current through maintaining active relevant contacts with business, industry, technical associations and other academic institutions.
- 10.3.2 The general purpose of the Professional Development Expense Fund is to promote leadership in technological education through funding of relevant professional development activities and/or the purchase of equipment or services which maintain currency, flexibility, and professional competence of Employees or augment the professional development of the individual Employee.
- 10.3.2.1 A qualifying Employee shall be entitled to Professional Development funds for the purposes of attending short courses or conferences; undertaking research; paying the costs of Educational/Professional/Technical opportunities; purchasing tools, equipment, computer hardware or software; or defraying costs of professional fees and expenses, such as those listed in Article 10.3.3.
- 10.3.2.2 If equipment is purchased from pooled or individual funds, the ownership and responsibility for the item(s) purchased resides with the Employee.
- 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, ART, CAMRT, RPF, ASCTT or other professional association fees which control or license the individual to practice their profession.
- 10.3.4 These funds shall be administered in the agreed upon manner by the Program Group but, without limiting the right of the Employee to use the funds for the purposes stated. To access grants from these funds, an individual or group applies to the Program Group which has the responsibility to administer the allocation of the funds.
- 10.3.4.1 The Program Group shall administer the pooled funds with the intention of allowing the members of the Program Group who participate in the Professional Development pool approximately equal access to unreserved, pooled Professional Development funds over a reasonable time.
- 10.3.4.2 Any dispute regarding the disposition of funds shall be referred to the Labour/Management Committee for decision.
- 10.3.5 The Program Group will receive the amounts stated in Articles 10.3.5.1 and 10.3.5.2 below for the purpose of funding Professional Development activities, and all Employees who qualify under this Article are entitled to funds for Professional Development activities as follows:

BCIT Bargaining Proposal  
Faculty and Staff Association Collective Agreement  
Renewal of 2007-2010 Agreement

- 10.3.5.1 An annual amount of \$1418.00 for each Employee eligible as in Article 10.3.7 below.
- 10.3.5.2 Any Employee at, or above, Faculty Step 12 as at April 1 of the year shall receive an amount of \$502.00 in addition to the amounts in Articles 10.3.5.1 or 10.3.5.3.
- 10.3.5.3 Individuals within the Group may decline to participate in the pooled sharing of funds. If they prefer, they can claim an amount of \$1118.00 to be dedicated to their personal Professional Development activities. The Program Group will then reserve these funds for those individuals. Expenditure of individual funds is still subject to program approval.
  - 10.3.5.3.1 Individuals choosing to claim amounts for personal Professional Development activities as in Article 10.3.5.3 may accumulate these funds over time.
  - 10.3.5.3.2 The accounting for these reserved funds shall be a matter between the individual and the Program Group, and the Institute shall have no responsibility in this matter.
- 10.3.6 Existing banked Professional Development funds earned before 1989 April 01 will not in any way be affected by the changes herein regarding handling of Professional Development funds. The individual will apply to the Program Group for expenditure of these funds.
- 10.3.7 Categories and Conditions for eligibility:
  - 10.3.7.1 To qualify **be eligible** for Professional Development fund entitlement an Employee must be **working or on an approved part-time or full-time leave on April 1 of the applicable year (subject to Article 10.3.8 and 10.3.9) and** employed under one of the following conditions:
    - 10.3.7.1.1 As a Regular Employee; or
    - 10.3.7.1.2 As a Temporary Employee whose current appointment is for a term of nine months or more; or
    - 10.3.7.1.3 As a full-time Temporary Employee whose current term of employment when combined with previous terms of employment total nine months or more, provided that such employment periods are only counted towards one entitlement as in Article 10.3.5.
  - 10.3.7.2 Part-time Regular or Temporary Employees, other than **Auxiliary** Continuing Education Employees, shall be counted in calculating the total funds available to the Program Group as follows:

BCIT Bargaining Proposal  
Faculty and Staff Association Collective Agreement  
Renewal of 2007-2010 Agreement

- 10.3.7.2.1 For Teaching Faculty Employees, 585 hours of employment shall add one entitlement to a pooled fund available to the Program Group and pro-rata;
- 10.3.7.2.2 For Non-Teaching Faculty Employees, 1519 hours of employment shall add one entitlement to a pooled fund available to the Program Group and pro-rata;
- 10.3.7.2.3 For other Non-Teaching Employees, 1645 hours of employment shall add one entitlement to a pooled fund available to the Program Group and pro-rata;
- 10.3.7.2.4 For Assistant Instructors, 920 hours of employment shall add one entitlement to a pooled fund available to the Program Group and pro-rata.

**10.3.8 Professional Development funds for Employees who are otherwise eligible under this Article and who are on leave will be calculated as follows:**

- 10.3.8.1 **Employees on a full (100%) General Purpose Leave Without Pay under Article 9.7 ("GPLWOP") on April 1 of the applicable year will not be entitled to allocation of Professional Development funds under this Article.**
- 10.3.8.2 **Employees on a partial GPLWOP shall be entitled to a pro-rata allocation, based on the percentage of time that they are not on a GPLWOP on April 1 of the applicable year, of the full allocation of individual or pooled Professional Development funds which they would have received if they were not on a GPLWOP.**
- 10.3.8.3 **Employees on any other type of part-time or full-time leave shall be entitled to the same share of individual or pooled Professional Development funds which they would have received if they were not on leave.**

**10.3.9 Professional Development funds for Employees who are otherwise eligible to receive funds under this Article and who are receiving Long Term Disability ("LTD") benefits or who have exhausted their sick leave but remain unable to return to work and are not eligible for LTD benefits or who are on an Administrative Leave Without Pay pursuant to Article 17.3.2 will be calculated as follows:**

- 10.3.9.1 **For the first two years Professional Development Funds which such an Employee would otherwise be entitled to on April 1 of each year shall accrue but be held in reserve.**
- 10.3.9.2 **In the event such an Employee returns to active employment within five (5) years, the funds held in reserve shall be transferred to the program group and may be accessed by:**
  - 10.3.9.2.1 **the Employee if the Employee has chosen not to pool their Professional Development funds, or**

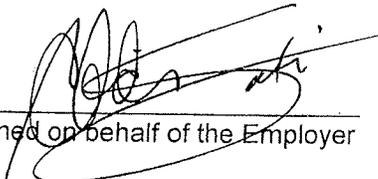
**the Employee and other members of the Program Group if the Employee has chosen to pool their Professional Development funds.**

**10.3.9.3 Such Employees who do not return to active employment at the Institute within five (5) years shall have no rights to the funds held in reserve, nor shall their Program Group.**

10.3.10 Employees ~~who do not qualify for~~ **not eligible to receive** individual Professional Development funds may apply to their programs for a grant from the pooled funds for the purpose of defraying the cost of Professional Development activities. The Program Group shall authorize such disbursements if there are sufficient funds and if the proposed Professional Development is consistent with the purposes of the fund.

10.3.11 Employees or Program Groups may choose to share funds with Employees in other Program Groups, with the approval of the Program Groups.

10.3.12 Any Professional Development funds allocated to the Program Group which remain unspent at year-end will carry over in a Program Group account for the use of that Program Group during succeeding years.

  
Signed on behalf of the Employer

  
Signed on behalf of the Union

Date: Dec 7/2012

**MEMORANDUM OF AGREEMENT**

between

**the BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY  
(the "Institute")**

and

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

**RE: ARTICLE 10.5 APPLICATION CRITERIA  
OTHER STAFF SUPER COMMITTEE**

The Parties agree to the following application of Article 10.5 as it relates to the "Other Staff Super Committee" (the PD Committee responsible for funds accessed by Individuals under Article 10.5.2.2.)

The Super Committee ("Committee") may set out requirements regarding the completeness of an application, however, a Manager's endorsement will not be a criteria for a complete application. Department approval will be as determined through the application of Departmental process and the definition of Department under article 1.8.

The Committee will adjudicate applications that meet its criteria for completeness even if there is no Managerial endorsement of the application.

The applicant must seek the Manager's endorsement as part of the department application approval process. The applicant must provide the Manager with 10 active working days to provide their endorsement or a letter indicating why such support was not granted.

The applicant must provide the Manager's endorsement or letter as part of their application, and if there is no endorsement or letter, must provide the Committee with evidence of his/her timely request.

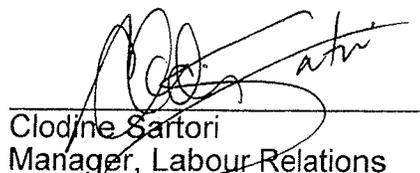
A complete application must include the Manager's endorsement, letter or evidence of the applicant's timely request. The applicant shall be given an opportunity to respond to the reasons provided by the Manager.

Should a Manager fail to provide their endorsement or a letter outlining the reasons for not supporting an applicant's request for leave and/or funding within 10 days of the applicant's request, the Super Committee will consider the Manager's failure to endorse the application as a neutral factor in their consideration.

Once a complete application is received by the Committee, it will adjudicate the application through its normal process and will consider the Manager's comments as part of that process. The Manager's endorsement or support of the application, whether for leave or funding, is not limited to the ability or inability to find a suitable replacement.

This agreement does not limit the Super Committee's ability to establish criteria consistent with the remainder of Article 10.5 to be used during their adjudication process.

  
\_\_\_\_\_  
Paul Reniers  
Executive Director  
BCIT Faculty & Staff Association

  
\_\_\_\_\_  
Clodine Sartori  
Manager, Labour Relations  
BCIT

Dec 7, 2012  
(date)

December 7/2012  
(date)

13.2 Student Questionnaire

- 13.2.1 Client/Student questionnaire forms shall be distributed regularly by the Support Staff/Instructor responsible for each service/course, to seek information necessary to improve the delivery of the service/course. The Employer shall be responsible for the design of the base component of the necessary forms for use by Employees. These forms will be adopted subject to mutual agreement, which shall not be unreasonably withheld. ~~These forms when completed are the property of the Employee evaluated, but shall not be delivered to the Employee until after the marks for the course are finalized. The Department shall develop a process to ensure this confidentiality.~~
- ~~13.2.2 These forms may be used in Developmental Review and/or Performance Appraisal processes. Statistical summaries of the objective portions may be requested by the Manager, but may not be placed in the Employee's personnel file except at the request of the Employee. For Performance Appraisal only, the Manager shall have access to the individual questionnaires as well as the statistical summaries, but must return the originals to the Employee.~~
- 13.2.2 Once the Student Questionnaire forms are completed by the students, statistical summaries of the objective portions will be created from them. Student Questionnaire forms, when completed, are the property of the Employee evaluated. Both the Student Questionnaire forms and the statistical summaries will be kept confidential until the final marks are released, whereupon the Employee will receive the Student Questionnaire forms and the statistical summary. The Department shall develop a process to ensure this confidentiality. This procedure applies to all Regular, Temporary and Auxiliary Employees.
- 13.2.3 Upon request, the Associate Dean and/or the Associate Dean's identified designate will receive the statistical summary. Where the Associate Dean intends to share the statistical summary with an identified designate, the Employee will be advised of the designate's name and the reasons for such distribution. This procedure applies to all Regular, Temporary and Auxiliary Employees.
- 13.2.4 ~~Student Questionnaire~~ These forms may be used in Developmental Review and/or Performance Appraisal processes. Statistical summaries of the objective portions may be requested by the Manager, but may not be placed in the Employee's personnel file except at the request of the Employee. For Performance Appraisal only, the Manager shall have access to the individual questionnaires as well as the statistical summaries, but must return the originals to the Employee.
- 13.2.5 Where a Manager requests the Student Questionnaire forms, the Manager will undertake to ensure that they are treated in a confidential manner and are not circulated to any other individual without the consent of the employee.
- 13.2.6 Student Questionnaire forms may be considered by a Selection Committee if they are voluntarily submitted to the Selection Committee by a candidate on his or her own initiative. The Selection Committee may request that candidates submit Student Questionnaire forms of courses that the candidate has previously instructed. The candidate may decline to do so. Under no circumstances will a Selection Committee request the submission of any Student Questionnaire forms before the candidate has seen and reviewed them.

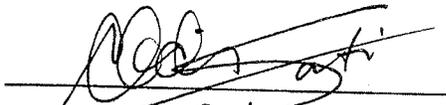
**13.2.7 Student Questionnaire forms may be considered in the selection and retention of employees for instruction in Part-Time Studies by the Department (Article 5.2.5.2.1) or the Employer (Article 5.2.5.2.4) if they are voluntarily submitted by a candidate on his or her own initiative. The Department or the Employer may request that candidates submit Student Questionnaire forms of courses that the candidate has previously instructed. The candidate may decline to do so. Under no circumstances will the Department or the Employer request the submission of any Student Questionnaire forms before the candidate has seen and reviewed them.**

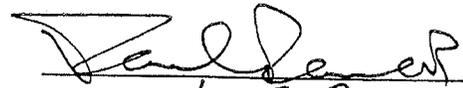
**13.2.38 In no case shall any of these forms Student Questionnaire forms be placed on the Employee's personnel file except at the request of the employee.**

**13.2.9 Article 13.2 is subject to any procedures contained in approved performance appraisal systems.**

Signed on behalf of the Employer

Signed on behalf of the Union

  
Date October 15/2012

  
Date Oct 15, 2012

15.4 Information Technology **and Research**

- 15.4.1 The Employees in the Information Technology Services Department **and those holding the positions of Research Associate, Research Analyst, and Research Assistant** shall be considered to be Technical Staff except for the provisions of the wage scales which follow.
- 15.4.2 Effective July 1, 2009, the following salary scales shall apply to the ~~Employees in the Information Technology Services Department~~ **within the following job classifications:**

**Note: Change titles to include research titles.**

Agreed by the Parties February 6, 2011

ARTICLE 17 - SEPARATION

17.1 Resignations and Retirement

An Employee is required to give one (1) month written notice of resignation, or retirement, but wherever possible three (3) months written notice should be given.

17.2 Employees who have completed the duty year in which their 65th birthday falls and who elect to continue their employment will be entitled to Group Life insurance in the amount of \$10,000 until age 70.

17.3 Long Term Disability Past Age 65

Employees who have completed the duty year in which their 65th birthday falls and who elect to continue their employment will not be entitled to LTD coverage as set out in Appendix 6. Cessation of Plan coverage will be in accordance with Appendix 6.9. Coverage in the Long Term Disability Plan is not a condition of employment for employees over the age of 65.

17.3.1 Where an Employee becomes ill and has not accrued at least six months of Sick Leave, the Employee may borrow against future earned Sick Leave pursuant to article 9.3.8 and pool Sick Leave pursuant to article 9.12.2. The maximum total available sick leave from accrued, borrowed, and pooled sources combined may not exceed 6 (six) months.

17.3.2 An Employee may be placed on an Administrative Leave Without Pay and be responsible for the cost of all benefit premiums when all of the following conditions are met:

- 17.3.2.1 The Employee's LTD coverage has ceased, and
- 17.3.2.2 The Employee has exhausted his or her sick leave, and
- 17.3.2.3 The Employee remains unable to return to work

17.4 The reference to early retirement in Article 18.2.1.3 under Layoff Avoidance Strategy Review shall be read in the context of the Pension Plan requirements regarding eligible age to receive a superannuation allowance.

Signed on behalf of the Employer

Signed on behalf of the Union

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\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

*Agreed by the Parties  
December 7  
2012.*

## ARTICLE 18 – STAFF REDUCTION

### Statement: Purpose and Intent

The parties have entered into agreement on the provisions of this Article to produce a fair and equitable approach to handling Staff Reductions which may be necessary from time to time within the Association Bargaining Unit. Our mutual intent as a first step is to examine ways and means to avoid Staff Reduction or reduce its impact by the application of layoff avoidance strategies.

### 18.1 Notification

18.1.1 The Employer shall provide the Union with notice of a Staff Reduction before proposing a layoff to staff within the Bargaining Unit. The Employer may propose a layoff of Employees only as a result of an identified or stipulated reduction or termination of a program or option, services or function, or other special circumstances by mutual agreement. Therefore, layoff of staff shall be in accordance with the following provisions:

18.1.1.1 Notification of the possible effect of a decline in student enrolment, or reduction or termination of a program or option, services or function, shall be submitted to the Department concerned at a Department meeting, and to the Labour/Management Committee, at least three (3) months prior to the effective date of layoff.

18.1.1.2 Notification shall include the effective layoff date and layoff numbers by Department.

18.1.1.3 Layoff numbers shall not be greater than required to be consonant with the stipulated reduction or termination of a program or option, service or function. The number of individual layoff notices issued in a Department shall not exceed such numbers.

18.1.1.4 When responsibility for a course or courses, or equivalent course material, taught by a Regular Employee is transferred from one Department or Division of the Institute to another Department or Division, such transfer shall not be reason for a Regular Employee to become subject to Article 18 (Staff Reduction).

### 18.1.2 Issuing Notices of Staff Reduction

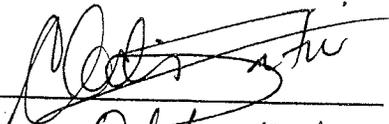
18.1.2.1 **Prior to issuing a Notice to the Department concerned at a Department Meeting, a copy of the Notice, which will include a copy of the form in the format agreed to between the parties, shall be forwarded to the Association, and may be done so by electronic mail.**

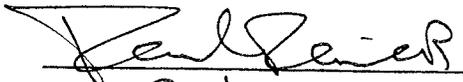
18.1.2.2 **Within two working days of the delivery of the Notice to the Association, the Parties shall meet as the Labour Management Committee. The Institute shall ensure that the Manager of the Department affected by the proposed Notice is in attendance to answer questions and discuss the information contained in the Notice.**

**18.1.2.3** Subsequent to the meeting set out in 18.1.2.2, the Institute may issue, amend or rescind the Notice. If the Association does not agree to the Notice it retains the right to grieve the matter.

Signed on behalf of the Employer

Signed on behalf of the Union

  
Date October 15, 2012

  
Date Oct. 15, 2012

BCIT Bargaining Proposal  
Faculty and Staff Association Collective Agreement  
Renewal of 2007 - 2010

18.6 Recall Rights for Employees Laid Off

18.6.1 When a vacancy to be filled by a Regular or Temporary Employee occurs in the Institute, Employees who have left employment at the Institute as a result of the application of layoff or who are currently on leave shall be notified by mail of the vacancy subject to the following conditions:

18.6.1.1 The vacancy occurs within two (2) years of the date the Employee left employment at the Institute or went on leave.

18.6.1.2 The Employee has on file in the Institute Human Resources Office, an application for such information which includes a current **electronic** mailing address.

Agreed by the Parties February 6, 2011

BCIT -- BCIT FSA Collective Bargaining

*As of April 11, 2011, the Parties have reached tentative agreement on the following text relating to Appendix 3, but the Parties have not reached agreement on their other proposals regarding this appendix and those proposals remain on the bargaining table.*

**APPENDIX 3 – DEPARTMENTS**

AP3.1 School of Business

**Venture Development Centre**

AP3.2 School of Computing and Academic Studies

**Centre for Forensics and Security Technology Studies**

AP3.6 School of Energy Manufacturing, ~~Electronics and Industrial Processes~~

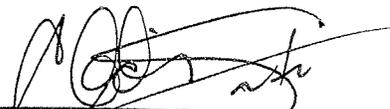
AP3.8 Division of Research and International:

**Natural Products Research Group**

AP3.9 Division of Student Services

~~Medical Services~~

**Student Health Services**

  
\_\_\_\_\_  
Signed on behalf of the Employer

  
\_\_\_\_\_  
Signed on behalf of the FSA

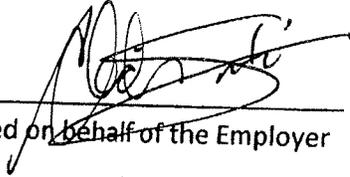
Dated: June 4/2012

BCIT -- BCIT FSA Collective Bargaining

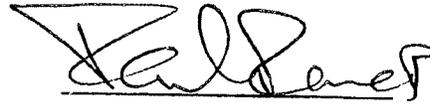
AP5.1 Implementation

The three levels of Administrative allowances shall be reduced to two levels effective 1990 April 01.

All Employees who received a Chief Instructor Allowance from 1989 April 01 to **1990 November 09** ~~the date of this agreement~~ shall receive a sum of \$100 in lieu of retroactivity in the change of allowances. These Employees shall receive Level 1 Allowances.



Signed on behalf of the Employer



Signed on behalf of the FSA

Dated: May 26, 2011

BCIT -- BCIT FSA Collective Bargaining

*As of April 11, 2011, the Parties have reached tentative agreement on the following text relating to Appendix 3, but the Parties have not reached agreement on their other proposals regarding this appendix and those proposals remain on the bargaining table.*

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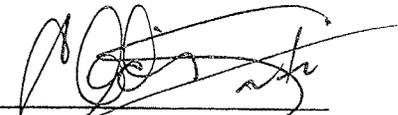
AP3.8 Division of Research and International:

**Natural Products Research Group**

AP3.9 Division of Student Services

~~Medical Services~~

**Student Health Services**

  
\_\_\_\_\_  
Signed on behalf of the Employer

  
\_\_\_\_\_  
Signed on behalf of the FSA

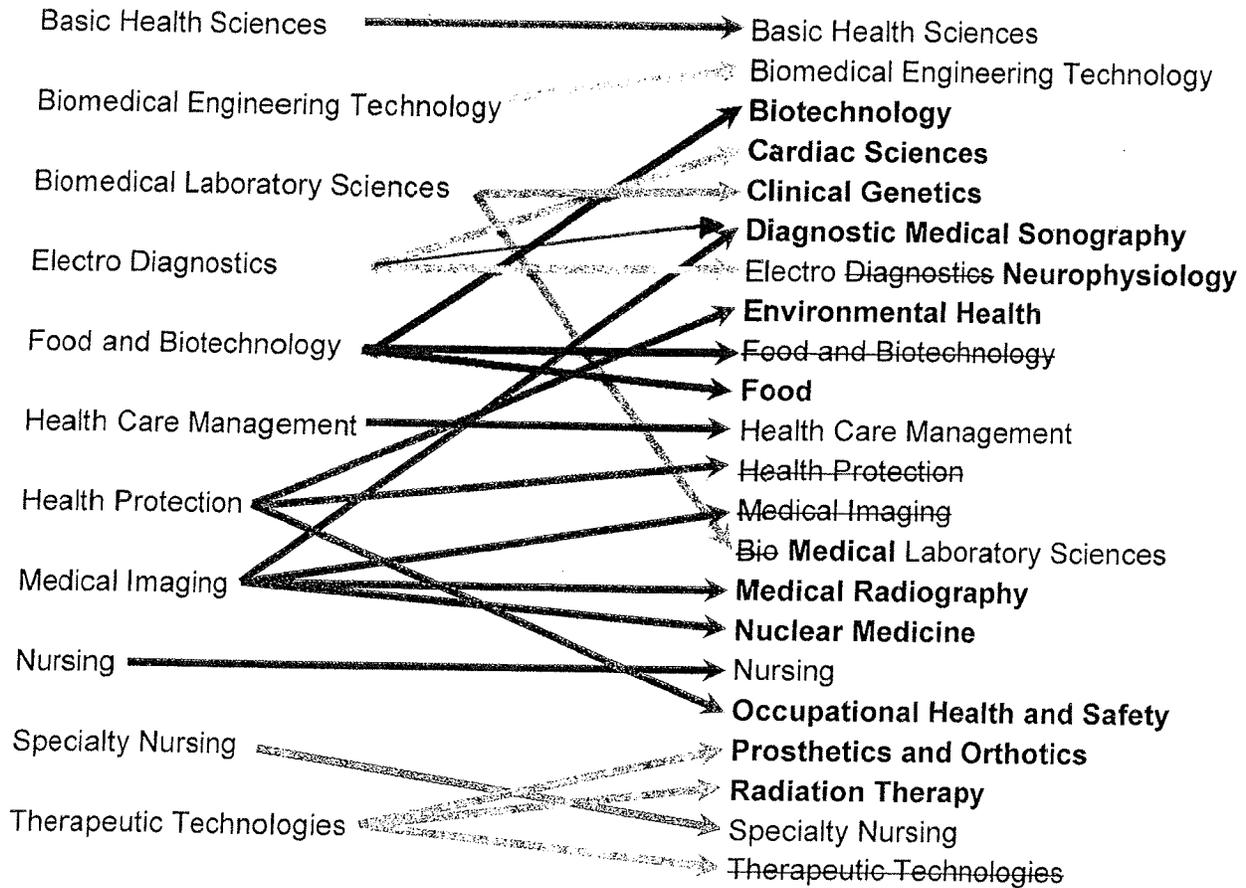
Dated: June 4/2012

**Additional Information provided by BCIT on April 11, 2011 regarding Appendix 3 Proposal for Departments listed in SOHS**

*Current list of Departments in SOHS listed in AP3.5 in 2007 - 2010 BCIT Collective Agreement.*

*Proposed revised list of Departments in SOHS as part of Employer's Revised AP3.5 Proposal dated April 11, 2011.*

AP3.5 School of Health Sciences



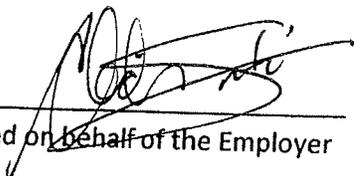
*Agreed by the Parties  
June 27/2012.*

BCIT -- BCIT FSA Collective Bargaining

AP5.1 Implementation

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Signed on behalf of the Employer

  
Signed on behalf of the FSA

Dated: May 26, 2011