

**BCIT Faculty and Staff Association  
Summary of Settlement Agreement  
signed January 11, 2013**

**Executive Summary**

The application of the provincial government's bargaining mandates allowed only very minor impacts on cost. Although the FSA Bargaining Team felt that a number of substantive improvements were within BCIT's authority, only a very small number of minor improvements were achieved. The impact of cost savings required to secure a 4% increase over the life of the agreement were substantially minimized except for the delayed scheduling of the pay increases.

Because of the delayed pay increases and the lack of any other significant improvements over a four year agreement, the FSA Bargaining Team declined to make a recommendation as to whether members should accept or reject the proposed settlement. Members are asked to decide for themselves whether the agreement is adequate.

**Term of Contract:**

July 1, 2010 to June 30, 2014

**Wage Adjustments**

All salary scales, Administrative Allowances, and the Qualification Differential will be increased according to the following schedule:

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

There will be no retroactive increase in wages. The deferred increase were required by the employer to maintain our relativity to the common grid for college and institute Instructors and to offset the costs of a 4% total increase in wages rather than the 2% increase provided for by the provincial mandate.

**Other Cost Saving Provisions**

To further offset the compensation negotiated beyond the provincial mandate, the following provisions were agreed to amounting to 0.5% savings in compensation per year:

- Mandatory training for FSA members and their managers on Discrimination and Harassment to be jointly developed and offered by the FSA and BCIT (Article 1.7)
- Expedited arbitration made available for the resolution of some grievances (Article 3.8)
- Competitive selection processes for temporary appointments can be eliminated without the agreement of the FSA when a selection committee recommends a preferred candidate (Article 5.2.1.7)

**Other Impacts on Members**

- Members with existing overtime banks accumulated at lower salary rates should liquidate those banks within six months of ratification or the value of those banks will revert to the rate at which they were earned (Article 8.5.8)
- New employees hired for the fall semester can be paid out for unused vacation days on December 31 of their first year of service (Article 9.2.7.7)

- Applicants to the PD SuperCommittee will now have to seek, but not necessarily receive, management endorsement of the application (MemAg 12FSA05)

### **Status of Memoranda**

No agreement was reached on the renewal of the following MemAgs:

97S07	Library Hours of Work
00FSA14	CR Hours of Work
02FSA11	Use of Volunteers
03FSA03	Hours of Work, Management BTech
04FSA18	Graduate Interns, Tech Centre
04FSA21	Hours of Work, Renewable Resources
08FSA12	Co-op Students in Library
08FSA14	Use of Office Hours, Broadcast
09FSA28	Graduate Interns, Tech Centre
11FSA02	RTUNES, Medical Radiography

Accordingly, the FSA will exercise its right to withdraw from these agreements with notice. Additionally, the FSA's practice of applying expired MemAg 08FSA19 RTUNES, Clinical Instruction will cease with notice. Members in impacted departments will be approached by the FSA to discuss the impact of these changes and alternatives. The FSA will seek renewal of 08FSA26 ITS Reclassification.

### **Other Substantive Changes**

The following changes represent new rights not previously agreed to by the parties:

- Time limits for responding to grievances have been extended from five to ten working days (Articles 3.5 and 3.6)
- Laid off employees with recall rights will be notified of employment opportunities electronically
- The Venture Development Centre and the Natural Products Research Group were recognized as departments

### **Significant Issues Not Agreed Upon:**

- Improvements in terms and conditions of work for auxiliary employees in Part-Time Studies
- Limits on the use of auxiliary contracts
- Defining terms and conditions of work for research
- Parental leave top-up
- Use of the three-hour break
- Academic Freedom
- Placement on salary scales
- Short-term development leave for Non-Teaching Faculty
- Assistant Instructor pay scale and workload
- Compensation standards for curriculum development
- Changes to drug coverage

### **Existing Rights Incorporated Into the Collective Agreement**

- Addition of Family Day as a paid holiday reflects a statutory change (Article 9.1)
- MemAg 93S01 granting statutory holiday pay to temporary employees taking unpaid leave incorporated into Article 9.2.1.5

- Vacation entitlement will accrue while on paid leave for maternity as per an earlier grievance resolution (Article 9.2.6)
- Maternity leave available upon commencement of employment and length of available leaves adjusted, as per statute (Article 9.6)
- Memorandum of Agreement #4 and MemAg 99FSA07 concerning access to PD expense funds for members on leave incorporated into Article 10.3
- MemAg 99FSA16 regarding use of Student Questionnaires incorporated in Article 13.2
- Salary scales for Systems Analysts will be labelled as also applying to Research Associates, Analysts, and Assistants (Article 15.4)
- MemAg 09FSA25 regarding rights of employees continuing to work past age 65 incorporated into Article 17
- MemAg 96S32 regarding notice to the Union of a staff reduction incorporated into Article 18.1.2

#### **Housekeeping**

- Elimination of outdated references regarding program administrative positions (Article 5.2.4)
- Names updated for the School of Energy, the Centre for Forensics and Security Technology Studies, and Student Health Services (App. 3)
- Date of red circling of administrative allowances for Chief Instructors clarified (App. 5)