

LETTER OF INTENT

between

the BCIT FACULTY AND STAFF ASSOCIATION
("the Union")

and

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

RE: TERMS AND CONDITIONS OF EMPLOYMENT FOR
APPLIED RESEARCH

The Parties agree to the following:

1. Applied research activity is an integral part of BCIT's mission. Applied research is an essential part of BCIT's educational programs and services to industry. A variety of forms of applied research activity are part of the assigned duties of members of the Union.
2. The range of applied research activity undertaken by members of the Union is not adequately represented by the collective agreement between the Parties and this inadequacy can contribute to impediments to applied research activity in support of BCIT's mission.
3. This agreement represents the shared intent of the Parties to recognize and facilitate the applied research activity required by members of the Union in fulfilling BCIT's mandate.

Intentions:

4. The Parties will enter negotiations in good faith to agree on amendments to the collective agreement that meet the Parties shared interests relating to applied research.
5. The Parties will be represented in the negotiations by persons knowledgeable of applied research and employment issues and with the authority to bind their party to an agreement.
6. The negotiations will build on discussions regarding these same issues during collective bargaining toward the renewal of the 2010-2014 collective agreement between the Parties.

7. The Parties recognize that the Institute may require the consent of the Post-Secondary Employers' Association before entering into certain agreements.
8. As a result of these negotiations, the Parties may agree to certain changes or undertakings to matters not covered by the collective agreement.
9. At the conclusion of these negotiations, the Parties will have formed an agreement on changes they wish to make to their collective agreement or otherwise to recognize the applied research activity undertaken by members of the Union.
10. The Parties intend to conclude such an agreement by December 31, 2016.
11. The Parties recognize that the implementation of such an agreement, including amendments to the collective agreement, may require additional authorization. The Parties will strive to have that authorization in place prior to the conclusion of the agreement. The Parties may choose to extend this Letter of Intent or form a new agreement if the implementation of the agreement resulting from this Letter of Intent cannot be implemented.

Agreement Regarding Student Employees:

12. During the term of this Letter of Intent, the Parties agree to allow the appointment of student employees to developmental positions within the bargaining unit without prejudice to either Party's interpretation of Article 4.4.5 of the collective agreement. Authorization from the Union for each appointment under the student employee category must be received prior to hiring as per Article 4.4.1.
13. If the Parties fail to reach agreement as intended, and in the absence of a further agreement or extension of this Letter of Intent, the Parties may revert to the application of their interpretations of Article 4.4.5 as of January 1, 2017 without further notice.



Paul Reniers
Executive Director
BCIT Faculty & Staff Association

Feb 4, 2016
(date)



Paula Boddie
Interim Vice President, Human Resources
BCIT

Feb 09, 2016
(date)