

BCIT – and – FSA  
2022 Collective Bargaining

Date: \_\_\_\_\_

Time: \_\_\_\_\_

## Tentatively Agreed

The parties agree to the following amendments to the 2019-2012 collective agreement:

1. Amend page numbers in the Index.
2. Remove written words for numerical values of 10 or more and for dollar numerical values throughout the Collective Agreement.
3. Amend Article 1.7.2 Human Rights, Discrimination and Harassment as follows:
  - 1.7.2 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 **the grounds as set out in section 13(1) of the B.C. Human Rights Code, RSBC 1996, c 210** ~~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.
4. Amend Article 2.1.2.1 Communication as follows:
  - 2.1.2.1 Unless otherwise specified in this Agreement, all correspondence between the Employer and the Union related to the interpretation, application, or implementation of this Agreement shall be conducted between the Executive Director of the Union and the Director of ~~Labour~~ **Employee** Relations. Each party has the right to delegate this responsibility from time to time, provided that prior written notice of the delegation and/or revocation is given.
5. Delete Article 3.8.6 Expedited Arbitration as follows:
  - ~~3.8.6 If none of the listed arbitrators in Article 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.~~

6. Delete Article 10.4.1 as follows:

~~10.4.1 For the Institute's 2007/2008 fiscal year, the Institute's total contribution to the Professional Development Leave fund will be \$1,537,017.41 and allocated in accordance with Memorandum of Agreement 07FSA55.~~

7. Amend Article 10.4.2 as follows:

~~10.4.21 For subsequent Institute fiscal years, t~~The annual contribution to the Professional Development Leave Fund will be calculated as follows:

Faculty Step 12 annual salary in effect on April 1 times an index factor of twenty-two (22).

[Renumber remaining Articles accordingly]

8. Amend Article 16.6 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: ~~\$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

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~~ **\$3,000** 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 The Extended Health Benefit plan individual and family deductible shall be ~~fifty dollars (\$50)~~ per calendar year.

16.6.4.2 Hearing aid coverage shall be ~~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 The reimbursement for professional services shall be ~~ten dollars (\$10) per visit maximum for the first five (5) visits per calendar year, where applicable and~~ subject to the terms and limits 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 The lifetime maximum of Extended Health Benefits shall be unlimited.

Agreed to:

On behalf of BCIT

Colin Gibson

On behalf of the BCITFSA

[Signature]

BCIT – and – FSA  
2022 Collective Bargaining

Date: 10 Nov 2022

Time: \_\_\_\_\_

## Tentatively Agreed

The parties agree to the following amendments to the 2019-2022 collective agreement:

Include a land acknowledgement on the front cover of our collective agreement.


The British Columbia Institute of Technology campuses are located on the unceded traditional territories of the Coast Salish Nations of xwməθkwəyəm (Musqueam), Skwxwú7mesh (Squamish), and siŋáʔmθət (Tsleil-Waututh).

Agreed to:

On behalf of BCIT

Colin Gibson

On behalf of the BCITFSA



BCIT – and – FSA  
2022 Collective Bargaining

Date: \_\_\_\_\_

Time: \_\_\_\_\_

## Tentatively Agreed

The parties agree to the following amendments to the 2019-2022 collective agreement:

Amend 2.1.3 as follows:

### 2.1.3 Bargaining Unit Work

2.1.3.1 Subject to Articles 2.1.3.4, 2.1.3.5, and 2.1.3.6, no person other than a Bargaining Unit member shall perform work of a nature or type usually done by any Bargaining Unit member, or work similar thereto, or work which falls within the specific or generic job description of a Bargaining Unit member. There shall be no contracting out except as provided by Article 2.1.3.5.

2.1.3.2 The Employer agrees to post internally any contract work available and to give preference for such contract work to qualified Employees affected by Layoff (Article 18).

2.1.3.3 The Employer agrees to notify the Union of the Employer's intention to contract out, and to forward to the Union a copy of the posting.

2.1.3.4 Management personnel in non-teaching areas may perform Bargaining Unit work in their area of direct supervision to a maximum of ten (10) hours in a week.

2.1.3.5 By mutual agreement, persons other than members of the Bargaining Unit may perform Bargaining Unit work outside the conditions described in Articles 2.1.3.1, 2.1.3.4, and 2.1.3.6. **Where the Employer seeks such agreement, the Union shall respond as quickly as possible.**

2.1.3.6 Excluded Managers shall be permitted to carry a class load, as assigned under Article 14.2, but this shall not exceed three (3) hours in a week including Part-Time Studies.

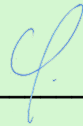
2.1.3.7 Mutual Agreement for requests to use non-employee services to perform bargaining unit work, at Article 2.1.3.5 of the Collective Agreement, will not apply to employees of a recognized provincial Health Authority or an agreed upon agency, qualified to perform duties in support of clinical instruction.

Agreed to:

On behalf of BCIT

Colin Gibson

On behalf of the BCITFSA



BCIT – and – FSA  
2022 Collective Bargaining

Date: 10 Nov 2022

Time: \_\_\_\_\_

## Tentatively Agreed

The parties agree to the following amendments to the 2019-2022 collective agreement:

Add a new Letter of Understanding as follows:

**LETTER OF UNDERSTANDING**

**between**

**BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY**

**And**

**BCIT FACULTY AND STAFF ASSOCIATION**

**RE: Article 2.4 Committee**

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**The parties agree to establish a Union/Employer committee consisting of no more than three (3) members appointed by each party, to have discussions under Article 2.4 regarding the development of a process for creating, changing, and deleting job descriptions for non-instructional roles.**

**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 will conclude its work no later than June 30, 2025, at which time this Letter of Understanding will expire.**

Agreed to:

On behalf of BCIT

*Colin Gibson*

On behalf of the BCITFSA

*cf.*

BCIT – and – FSA  
2022 Collective Bargaining

Date: \_\_\_\_\_

Time: \_\_\_\_\_

## Tentatively Agreed

The parties agree to the following amendments to the 2019-2022 collective agreement:

Amend 3.5 as follows:

### 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 Union grievances shall be initiated at Step II of the grievance procedure, and shall be dealt with as described in Articles 3.4.2 and 3.4.3. ~~The Labour/Management Committee or their designates shall meet within ten (10) working days of the presentation of the grievance.~~

~~3.5.3 The Employer shall respond in writing within ten (10) working days of the meeting above.~~

3.5.4 3 If the grievance ~~is not~~ has not been resolved within twenty (20) working days of the receipt of the Step III response ~~in Article 3.5.3 above~~, then the Union may proceed to Step IV.

Agreed to:

On behalf of BCIT

*Colin Gibson*

On behalf of the BCITFSA

*cf.*



BCIT – and – FSA  
2022 Collective Bargaining

Date: \_\_\_\_\_

Time: \_\_\_\_\_

**Tentatively Agreed**

Amend Article 9.1 (Holidays) as follows:

9.1 Holidays

9.1.1 Employees shall receive the following statutory holidays:

New Year's Day  
Family Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day

B.C. Day  
Labour Day  
**National Day for Truth and Reconciliation**  
Remembrance Day  
Thanksgiving Day  
Christmas Day  
Boxing Day

Additional statutory holidays proclaimed by the Province of B.C. shall be observed.

Agreed to:

On behalf of BCIT

Colin Gibson

On behalf of the BCITFSA



BCIT – and – FSA  
2022 Collective Bargaining

Date: September 29, 2022

Time: \_\_\_\_\_

## Tentatively Agreed

The parties agree to the following amendments to the 2019-2012 collective agreement:

Amend Article 9.11 as follows:

### 9.11 Pre-Retirement Leave


An Employee scheduled to retire and to receive, **or already receiving** a superannuation allowance under the Public Sector Pension Plans Act, shall be entitled to:

Agreed to:

On behalf of BCIT

Colin Gibson

On behalf of the BCITFSA



BCIT – and – FSA  
2022 Collective Bargaining

Date: September 29, 2022

Time: \_\_\_\_\_

## Tentatively Agreed

The parties agree to the following amendments to the 2019-2022 collective agreement:

Amend 10.3.10 as follows:

10.3.10 Employees 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~~ **may** authorize such disbursements, **provided** ~~if~~ there are sufficient funds and ~~if~~ the proposed professional development is consistent with the purposes of the fund.

Agreed to:

On behalf of BCIT

Colin Gibson

On behalf of the BCITFSA



BCIT – and – FSA  
2022 Collective Bargaining

Date: September 29, 2022

Time: \_\_\_\_\_

## Tentatively Agreed

The parties agree to the following amendments to the 2019-2022 collective agreement:

Amend 10.6 Development Leave, Short-Term - Technical Staff and Assistant Instructors as follows:

- 10.6.1 In addition to entitlement to all other leaves available to an Employee under this Agreement, a Technical Staff or Assistant Instructor shall be entitled to a total of six (6) weeks leave per year at the Employee's regular rate of pay for the purpose of attending conferences, or courses **(in person or online)**, **or** visiting in industry or other educational institutions. When Article 10.6 leave is requested by an eligible Employee, it shall be immediately reviewed for consistency with Article 10.6 and scheduled in accordance by the Department provided that the Department is able to meet its operational objectives if the leave is taken. The leave may be taken in weeks, days, or hours at a time.

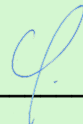
An Employee's regular rate of pay shall be reduced by the amount of other income earned by the Employee from activities scheduled directly pursuant to the leave under this Article. Earnings from intellectual property shall be exempted from this provision.

Agreed to:

On behalf of BCIT

Colin Gibson

On behalf of the BCITFSA



BCIT – and – FSA  
2022 Collective Bargaining

Date: September 29, 2022

Time: \_\_\_\_\_

## Tentatively Agreed

The parties agree to the following amendments to the 2019-2022 collective agreement:

Amend 10.11.2 as follows:

10.11.2 In support of professional development, the Institute will make ~~the following an~~  
~~allocations of \$210,000 to the Fund on April 1 of each fiscal year.~~

- ~~i. Effective June 1, 2020 a lump sum of three hundred and ten thousand two hundred and seventy seven dollars (\$310,277) for fiscal 2021; and~~
- ~~ii. Effective April 1, 2021 a lump sum of two hundred and ten thousand dollars (\$210,000) for fiscal 2022 and on April 1 every fiscal thereafter.~~

Agreed to:

On behalf of BCIT

Colin Gibson

On behalf of the BCITFSA



BCIT – and – FSA  
2022 Collective Bargaining

Date: \_\_\_\_\_

Time: \_\_\_\_\_

## Tentatively Agreed

The parties agree to the following amendments to the 2019-2022 collective agreement:

Amend Articles 11.3.7, 11.5.5 and 11.7.4 as follows:

11.3.7 A Regular Faculty Employee, or a Temporary Faculty Employee who has completed six (6) months or more of continuous service, may advance one (1) extra step or more on the salary scale in a given year as recognition for an achievement which brings recognition to the Institute or for educational or professional achievement by application to and at the discretion of the Placement Committee (Article 11.1). The salary increases resulting from this advancement shall take effect on the first pay period following completion of the achievement or service on which this advancement is based, provided the application is made within six (6) months thereof. Applications to the Institute Placement Committee made after six (6) months of completion of the achievement will result in a salary increase taking effect on the first pay period following the date of application. Advancement under this Article shall not result in an Employee's regular annual increment date being changed.

11.5.5 A Regular Assistant Instructor, or a Temporary Assistant Instructor who has completed six (6) months or more of continuous service, may advance one (1) extra step or more on the salary scale in a given year as recognition for an achievement which brings recognition to the Institute or for educational or technical or professional achievement by application to and at the discretion of the Placement Committee (Article 11.1). The salary increase resulting from this advancement shall take effect on the first pay period following completion of the achievement or service on which this advancement is based, provided the application is made within six (6) months thereof. Applications to the Institute Placement Committee made after six (6) months of completion of the achievement will result in a salary increase taking effect on the first pay period following the date of application. Advancement under this Article shall not result in an Employee's regular annual increment date being changed.

11.7.4 A Regular Technical Staff Employee, or a Temporary Technical Staff Employee who has completed six (6) months or more of continuous service, may advance one (1) extra step or more on the salary scale in a given year as recognition for an achievement which brings recognition to the Institute or for educational or technical or professional achievement by application to and at the discretion of the Placement Committee (Article 11.1). The salary increase resulting from this advancement shall take effect on the first pay period following completion of the achievement or service on which this advancement is based, provided the application is made within six (6) months thereof. Applications to the Institute Placement

Committee made after six (6) months of completion of the achievement will result in a salary increase taking effect on the first pay period following the date of application to the Institute Placement Committee. Advancement under this Article shall not result in an Employee's regular annual increment date being changed.

Agreed to:

On behalf of BCIT

Colin Gibson

On behalf of the BCITFSA



Date: \_\_\_\_\_

Time: \_\_\_\_\_

## **Tentatively Agreed**

The parties agree to the following amendments to the 2019-2022 collective agreement:

Incorporation of the following Memorandum of Agreement:

### **MEMORANDUM OF AGREEMENT**

**between**

**the BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY**

**(the “Institute”)**

**and**

**the BCIT FACULTY AND STAFF ASSOCIATION**

**(the “FSA”)**

<p><b>RECLASSIFICATION COMMITTEE INFORMATION TECHNOLOGY SERVICES (ITS)</b></p>
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The parties agree that the following provisions replace Memag #08FSA26 the Information Technology Services (ITS) Reclassification Committee and #15FSA22 Extension of Memag #08FSA28.

#### **Purpose:**

The ITS Reclassification Committee Process renders decisions on applications for reclassification made by FSA ITS employees.

#### **Composition of the Committee:**

The Committee is comprised of eight Members and one Chair. The structure is as follows:



- Four (4) voting FSA members
- Four (4) voting management members
- A management Chair

The Chair is a non-voting member of the committee but will cast the deciding vote in the event of a tie.

Committee members are expected to serve for a term of one year or longer. At minimum, three (3) of the four (4) FSA vacancies will be filled by FSA members from the Information Technology Services department appointed by the FSA President through consultation with the Department. Management vacancies will be filled by appointment of the Chief Information Officer (CIO).

### **Role of the Committee:**

The Committee's role is to review FSA ITS applications for reclassification, apply consistent criteria for assessment, make decisions on behalf of the department, and maintain records of applications, recommendations, and decisions. The Committee ensures consistency in the application and evaluation in terms of fairness and equity for all FSA positions in ITS. The Committee does not have the ability to alter the submissions or the job descriptions, or recommend placement on a salary scale.

The Committee may agree that the duties and the scope of the duties assigned to an employee match the job description of the requested reclassification, and therefore, decide to reclassify the employee to the requested job classification. If the committee rejects the application the employee may appeal to the Institute Placement Committee.

### **Process:**

1. When an FSA employee believes that a significant portion of their assigned or assumed duties correspond to the characteristic duties of a higher range on the Technical Staff Salary Scale than the range in which they are currently placed, the employee may forward a request for reclassification to the Chair of the ITS Reclassification Committee.

Where duties have been assumed by the employee, but not formally assigned by the manager, the manager will meet with the employee and direct whether the assumed duties are required of the position. If such duties were of a temporary nature, any retroactive adjustments will be governed by the provisions of the collective agreement under Article 11.7.9.

2. All applications forwarded to the Chair by a deadline established by the Committee will be dealt with at the next scheduled Committee meeting. Committee meetings are normally scheduled quarterly, but may also be scheduled on an exceptional basis.

A quorum of three (3) members from the FSA and three (3) members from Management must be in attendance. 50% voting weight is given to each representative group when a full committee is not in attendance.

3. All Committee members will receive and review a copy of all reclassification application packages submitted to the Chair (see Reclassification Application section below).
4. The employee and/or their manager will be notified of the date of the meeting as soon as it is scheduled and may attend the committee meeting in person.
5. The employee may elect to make a short presentation supporting the reclassification request, and to answer questions of the Committee members.
6. The Committee will discuss the merits of the application based on the employee's submission, the alignment of their current duties and responsibilities to the requested job description, the manager's and colleagues' supporting documentation, and the optional employee's presentation.

The scope of the individual's duties and responsibilities in relation to the scope of the job description and its required competencies will be considered to ensure long term success in the reclassified position.

The employee will not be present during the Committee's deliberations and voting.

7. Committee members will vote to recommend approval or denial of the application, or may ask for additional information. The final decision will be based on a majority vote. In the event of a tie, the Chair will have the deciding vote.
8. The Chair will provide the **Chief Information Officer ("CIO")** with the Committee's decision in writing, including reasons for the decision, within five (5) business days of the meeting. The **CIO** may either accept the decision of the Committee, or refer the matter back to the Committee for reconsideration. A referral for reconsideration may only be done once for a given application.
9. If accepted, the decision and the Committee's reasons will be forwarded to the employee within five (5) business days' receipt by the **CIO**.
10. If the reclassification request is approved, the employee's manager will be responsible for submitting all supporting documentation to Human Resources for processing.
11. The decision of the Committee is the decision of the Department. In the event that the Committee denies the application and the employee chooses to appeal the decision, the procedure as set out in Article 11.1 will be followed and the reclassification request will

be forwarded to the Institute Placement Committee along with the reasons of the Committee.

12. The Chair, on behalf of the Committee, will maintain records of all applications, recommendations and decisions and make these records available to the Placement Committee and the Parties upon request.

#### **Reclassification Application:**

The Committee will decide what constitutes a bona fide application and what supporting documentation will or should accompany the application. In making this decision the Committee will the basis for the reclassification recommendation is the job description.

An employee does not require the support of their manager to submit an application to the ITS Reclassification Committee, although the Committee may consider the lack of support during deliberations.

The Committee will provide its processes and application requirements to the Department.

#### **Temporary Assignments**

Article 11.7.9 of the collective agreement outlines the situations in which a temporary assignment will attract a temporary advancement in salary. This language should be considered and implemented whenever appropriate. It is understood that the practice within the department will continue and that short term relief for vacation, sick leave, or PD are not captured by this language.

Agreed to:

On behalf of BCIT

Colin Gibson

On behalf of the BCITFSA



BCIT – and – FSA  
2022 Collective Bargaining

Date: \_\_\_\_\_

Time: \_\_\_\_\_

## Tentatively Agreed

The parties agree to the following amendments to the 2019-2022 collective agreement:

Effective the date of ratification, the Employer and the Union agree to renew, amend, or remove the Memoranda of Agreement as follows:

- (a) Memorandum of Agreement #1 – Department Heads – **DELETE**
- (b) Memorandum of Agreement – Early Retirement Incentive Plans – **RENEW**
- (c) Memorandum of Agreement – Article 10.5 Application Criteria Other Staff Super Committee – **RENEW**
- (d) Memorandum of Agreement – Search Committee for Excluded Managers - **RENEW**

Agreed to:

On behalf of BCIT

*Colin Gibson*

On behalf of the BCITFSA

*[Signature]*

BCIT – and – FSA  
2022 Collective Bargaining

Date: 10 Nov 2022

Time: \_\_\_\_\_

## Tentatively Agreed

The parties agree to the following amendments to the 2019-2022 collective agreement:

Letters of Understanding

RE: Professional Development Allowance - **RENEW**

RE: Vacation Pay for Regular Employees Filling Temporary Positions – **RENEW**

Agreed to:

On behalf of BCIT

Colin Gibson

On behalf of the BCITFSA



BCIT – and – FSA  
2022 Collective Bargaining

Date: 10 Nov 2022

Time: \_\_\_\_\_

## Tentatively Agreed

The parties agree to the following amendments to the 2019-2022 collective agreement:

Letters of Understanding

RE: Article 10.3 Professional Development Fund Review Committee – **DELETE**

RE: Workload (Three Equal Terms) – **DELETE**

RE: Access to Reports – **DELETE**

RE: Remote Work Arrangements – **DELETE**

Agreed to:

On behalf of BCIT

*Colin Gibson*

On behalf of the BCITFSA

*CP*

Date: \_\_\_\_\_

Time: \_\_\_\_\_

## Tentatively Agreed

The parties agree to the following amendments to the 2019-2022 collective agreement:

Revise and incorporate the following Memorandum of Agreement:

### MEMORANDUM OF AGREEMENT

between

the BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY  
(the “Institute”)

And

the BCIT FACULTY AND STAFF ASSOCIATION  
(the “FSA”)

<p>CONDITION OF HIRING FOR NEW FACULTY NURSING DEPARTMENT REPLACING 02FSA05</p>
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Whereas the Nursing Department has determined that they require Faculty Employees to have a Masters degree, and whereas there is a shortage of nurses in general and a shortage of candidates so qualified, the parties agree that:

1. Effective April 3, 2002, new Faculty Employees without Masters degrees may be hired in the Nursing Department with the condition of employment that they will complete such a degree.
2. Such new Faculty Employees will be hired as Regular or Temporary, Full- or Part-Time Employees in accordance with usual Nursing Department selection procedures and they shall be subject to a probationary period in accordance with Article 12 of the Collective Agreement.
3. For each new Faculty Employee so hired, ~~a separate, mutually agreed upon memorandum~~ **an offer letter** will be drawn up outlining the specific condition of employment for that Employee. This document will specify:

- a. The degree being sought
  - b. The university granting the degree
  - c. The expected date of completion of the degree (This date **will not be later than three (3) years after the hire date and** may be extended by separate mutual agreement-), and
  - d. The level of professional development support the Nursing Department and the School of Health commit to the Employee.
3. Additionally, the condition of employment will contain the statement that failure to achieve the condition of employment may result in the termination of the employee, subject to normal mitigation.
  4. If a new Faculty Employee also holds a Regular Assistant Instructor position and that Employee fails to achieve the condition of employment, the Employee shall be entitled to return to the former position held by that Employee and shall be entitled to at least the salary level which that Employee would have attained had the Employee remained in their Assistant Instructor Position.
  5. This agreement may be cancelled by either party upon one (1) month's written notice.

Agreed to:

On behalf of BCIT

Colin Gibson

On behalf of the BCITFSA

