

MEMORANDUM OF AGREEMENT

between the

BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY

and the

BCIT FACULTY AND STAFF ASSOCIATION (BCIT FSA)

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

AND

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

THAT THEIR COLLECTIVE AGREEMENT COMMENCING July 01, 2022 AND EXPIRING June 30, 2025 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2019 - 2022 Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreements shall be for thirty-six (36) months from July 01, 2022 to June 30, 2025 both dates inclusive.

3. Effective Dates

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

4. Appendix "A"

The Employer and the Union also agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "A". Except as identified below, all other proposals tabled by the parties are withdrawn without prejudice. Additionally, the Union's Notice of Estoppel Re Part-time Studies Contracts dated September 28, 2022 is withdrawn without prejudice.

5. Appendix "B"

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

6. Ratification

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

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

Signed this 15th day of June, 2023.

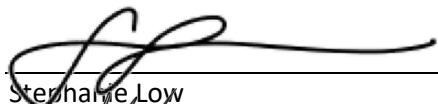
BARGAINING REPRESENTATIVES
THE FOR THE EMPLOYER:



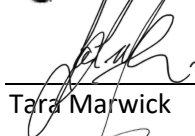
Colin Gibson



Ana Lopez



Stenham Low




Tara Marwick



Jennifer Figner



Phil Ramer



Douglas Bellamy

BARGAINING REPRESENTATIVES
FOR THE UNION:



Colin Jones



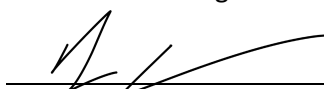
Maria Angerilli



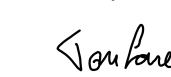
Terry Gordon



Kenzie Woodbridge



Zaa Joseph



Thomas Lane

APPENDIX A

1. Employer #14: Article 1.2 Agreement Responsibilities

The parties agree to amend Article 1.2.1 as follows:

“1.2.1 The Union shall instruct its members that they are required to abide by the terms of the Agreement, and the Employer shall instruct its representatives that they are required to know, apply and abide by the terms of the Agreement. For this reason, the Employer shall ~~print sufficient copies of the Agreement for distribution to Management and Employees.~~ **make an electronic version of the Agreement available on the Human Resources website and print one hundred (100) hard copies of the Agreement for distribution by the Union.**”

2. Employer #18: Article 4.6 Regularizing Temporary Employees

The parties agree to amend Article 4.6 as follows:

a. Amend Article 4.2 as follows:

“4.2 Temporary Employees

4.2.1 Temporary Employee means an Employee employed to fill a temporary vacancy for a stated specific term, whether part-time or full-time. A temporary vacancy means a position/vacancy shown not to be of an on-going nature.

4.2.2 A Temporary Employee shall be used only:

4.2.2.1 to fill a vacancy created by a Regular Employee who is away from that Regular Employee’s position or from the Institute, for a stated period of time; ~~or~~

4.2.2.2 to fill a temporary vacancy up to one year where instructional staff are unable to configure to meet training delivery requirements or to accommodate unanticipated circumstances which result in the temporary need for increased staff; ~~or~~

4.2.2.3 to fill a temporary vacancy caused by a temporary increase in workload or a temporary shortage of expertise in the specific area for up to one year; or

4.2.2.4 to fill a temporary vacancy that is grant-funded with a duration of no longer than three (3) years. In this regard, a “grant-funded appointment” is an appointment for a specific term, for the sole purpose of performing work on a time-limited research, curriculum development, or academic program development project that is funded by a grant from an external agency or entity.

b. Amend Article 4.6 as follows:

“4.6 Regularizing Temporary Employees

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

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

4.6.1.2 Unless the Temporary Employee is hired to fill a vacancy created by a Regular Employee who is away from that Regular Employee's position or from the Institute, for a stated period of time, in which case the

Temporary Employee may be retained as a Temporary for that third (3rd) year but shall be made a Regular Employee at the commencement of that Temporary Employee's fourth (4th) year of employment.;

4.6.1.3 Unless the Temporary Employee is hired to fill a grant-funded appointment for a period of up to three (3) years, in which case the Temporary Employee may be retained as a Temporary for the third (3rd) year but shall be made a Regular Employee at the commencement of that Temporary Employee's fourth (4th) year of employment; and

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

3. Employer #22: Article 9.3 Sick Leave

The parties agree to the following:

- a. Delete Article 9.12.2:

~~9.12.2 Pooling Leaves~~

~~Sick leave and professional development leave entitlements may be pooled among Employees to the extent, and in the manner, decided by the Employees in the Department. If the pooling is proposed to occur between two (2) or more Departments, then the Employees of each Department must agree. In any case, the provisions must be approved by the Dean or equivalent before implementation. Approval shall not normally be withheld.~~

- b. Amend Article 10.1 as follows:

~~"10.1~~ **Statement: Purpose and Intent**

~~10.1.1~~ It is recognized that both the Union and the BCIT Board of Governors are committed to high quality programming at BCIT and that the responsibility for program quality and staff professional development is shared by the Employer, the Employee and the Program.

~~10.1.2~~ To achieve excellence, the Employee should maintain currency in the Employee's area of expertise by following an active professional development program.

~~10.1.3~~ The Employer should ensure that the Employees have the necessary resources to carry out their duties, and will encourage and financially support Employees' professional development programs.

~~10.1.4~~ The general purpose of professional development leave is to promote leadership in technological education through leaves intended to enhance the professional development of individual Employees by maintaining their currency, flexibility and/or professional competence."

- c. Add a new 10.1 as follows:

"10.1 Pooling of Professional Development Leave

Professional development leave entitlements may be pooled among Employees to the extent, and in the manner, decided by the Employees in the Department. If the pooling is proposed to occur between two (2) or more Departments, then the Employees of each Department must agree. In any case, the provisions must be approved by the Dean or equivalent before implementation. Approval shall not normally be withheld."

- d. Add a new Article 9.3.9 Pooling Sick Leave:

“9.3.9 Pooling Sick Leave

9.3.9.1 Sick leave entitlements may be pooled among Employees to the extent, and in the manner, decided by the Employees in the Department. If the pooling is proposed to occur between two (2) or more Departments, then the Employees of each Department must agree. In any case, the provisions must be approved by the Dean or equivalent before implementation. Approval shall not normally be withheld.

9.3.9.2 Pooling of sick leave may only be used when an Employee’s accrued sick leave bank has been, or is anticipated to be, exhausted. Employees will be permitted to make requests for pooling during, or up to 30 days prior to, a leave which is expected to exhaust their sick leave credits. Requests which are approved will have effect once the Employee’s accrued sick leave bank has been exhausted.

9.3.9.3 Pooled sick leave credits may only be used for the purpose of illness or injury, and may not be converted to a pre-retirement leave or payout, or used for any other purpose.

9.3.9.4 Pooled sick leave cannot be used to restore or repay borrowed sick leave (Article 9.3.8).

9.3.9.5 Total sick leave when borrowing or pooling cannot exceed six (6) months at any one time.”

[Re-number remaining Articles accordingly]

4. Article 9.6 Maternity/Parental Leave

The parties agree to amend Article 9.6.4 as follows:

"9.6.4 Supplemental Employment Benefit for Maternity or Parental Leave

When on maternity or parental leave, a Regular Employee will receive a supplemental payment added to Employment Insurance benefits ~~for a total maximum of twenty (20) weeks as follows:~~

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

9.6.4.2 For the first week of **either** maternity or parental leave an Employee shall receive one hundred percent (100%) of their salary calculated on their average base salary.

9.6.4.3 For ~~the second week of maternity or parental leave~~ an Employee **who is accessing maternity leave, the Employee** shall receive the difference between the standard Employment Insurance benefits and ~~one hundred~~ **seventy-five** percent (~~100~~ **75**%) of their salary calculated on their average base salary **for the remaining sixteen (16) weeks of their maternity leave,** ~~regardless of whether the employee elects for standard or extended Employment Insurance benefits.~~ **plus:**

9.6.4.3.1 if the Employee who has accessed maternity leave has opted for standard parental leave, the Employee shall receive an amount equal to the difference between the Employment Insurance benefits and seventy-five percent (75%) of their salary calculated on their average base salary, for up to thirty-five (35) weeks of parental leave; or

9.6.4.3.2 if the Employee who has received maternity leave has opted for extended parental leave, the Employee shall receive a maximum of sixty-one (61) weekly payments equivalent to the overall amount the Employee would have received if they had opted for a standard thirty-five (35) week parental leave, spread out and paid over the sixty-one (61) week period.

9.6.4.4 For a maximum of eighteen (18) additional weeks of maternity or parental leave an Employee shall receive an amount equal to the difference between the standard Employment Insurance benefits and ~~seventy five percent (75%) of their salary calculated on their average base salary, regardless of whether the employee elects for standard or extended Employment Insurance benefits.~~ **An Employee who is eligible for parental leave under Article 9.6.2.2 shall receive the following:**

9.6.4.4.1 If the Employee has opted for standard parental leave, the Employee shall receive an amount equal to the difference between the Employment Insurance benefits and seventy-five percent (75%) of the Employee's salary

calculated on the Employee's average base salary, for up to thirty-six (36) weeks of parental leave; or

9.6.4.4.2 If the Employee has opted for extended parental leave, the Employee shall receive a maximum of sixty-two (62) weekly payments equivalent to the overall amount the Employee would have received if they had opted for a standard thirty-six (36) week parental leave, spread out and paid over the sixty-two (62) week period.

9.6.4.5 The average base salary for the purpose of Articles 9.6.4.2, 9.6.4.3, and 9.6.4.4 is the Employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the Employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.

9.6.4.6 To be entitled to the above-noted benefits, an Employee must sign an agreement that they will return to work and remain in the Employer's employ for a period of at least six (6) months or equivalent to the leaves taken, whichever is less, after their return to work (exclusive of leave taken pursuant to Articles 9.6.1.6, 9.6.1.8, 9.6.2.3, and 9.6.3).

9.6.4.6.1 Should the employee fail to return to work and remain in the employ of the Employer for this return to work period, the employee shall reimburse the Employer for the Supplemental Employment Benefits received on a pro-rata basis.

9.6.4.7 The time during which an Employee is receiving the Supplemental Employment Benefit will count as a paid leave for the purposes of vacation entitlement accumulation per Article 9.2.6 and sick leave credit accrual per Article 9.3.1."

5. Article 9.11 Cultural Leave for Indigenous Employees

The parties agree to add a new Article 9.11

“9.11 Cultural Leave for Indigenous Employees

9.11.1 An Indigenous employee may request up to two (2) days’ leave with pay per calendar year to organize and/or attend Indigenous cultural event(s). Such leave will not be unreasonably withheld.

9.11.2 Employees will provide the Employer with the dates of the days for which leave will be requested. Wherever possible, a minimum of two (2) weeks’ notice is required for leave under this provision.”

[Re-number the remainder of the Article accordingly]

6. Article 10.6 Development Leave, Short-Term – Technical Staff and Assistant Instructors

The parties agree to amend Article 10.6 as follows:

“10.6 Development Leave, Short-Term - Technical Staff, **Specialized Faculty**, and Assistant Instructors

10.6.1 In addition to entitlement to all other leaves available to an Employee under this Agreement, a Technical Staff, **Specialized Faculty**, 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, courses, 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.

10.6.3 No more than four (4) weeks will be taken between September 1 and May 31.

10.6.3 Additional Leave may be taken without pay in days at a time or weeks at a time, and may be cumulative to twelve (12) weeks.

10.6.4 Disputes regarding short-term development leave will be resolved through the process set out in Article 8.9.”

7. Article 15 Salary Scales

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

- (a) "Retroactively, effective July 01, 2022, all annual salary scales in the collective agreement which were in effect on June 30, 2022 shall have each step increased by four hundred and fifty-five (\$455) dollars. The resulting rates of pay will then be increased by a further three point two four percent (3.24%). The new rates of pay shall be rounded to the nearest whole cent or dollar as applicable.
- (b) Effective July 01, 2023, all salary scales in the collective agreement which were in effect on June 30, 2023 shall be increased by six point seven five percent (6.75%). The new rates of pay shall be rounded to the nearest whole cent or dollar as applicable. (Note: This increase includes the COLA amount of 1.25% in addition to the 5.5% general increase.).
- (c) Effective July 01, 2024, all salary scales in the collective agreement which were in effect on June 30, 2024 shall be increased by two percent (2%). The July 1, 2024 salary increases may be adjusted pursuant to Letter of Understanding #XX Re: Cost of Living Adjustment. The new rates shall be rounded to the nearest whole cent or dollar as applicable.

The above salary increases shall apply to all current employees who are members of the bargaining unit on the date of ratification of this Agreement and any employees who retired or deceased on or after July 01, 2022. Notwithstanding the foregoing, any other former employees who resigned from BCIT or whose contract(s) expired between July 01, 2022 and the date of ratification must apply to BCIT within twelve (12) weeks of ratification in order to be eligible and receive the increased amount as retroactive pay."

8. **Article 15.8 Part-Time Studies Rates (without prejudice)**

a. The parties agree to amend Article 15.8.1 as follows:

“15.8 Part-Time Studies Rates

15.8.1 Instructors/Lecturers

15.8.1.1 The Parties agree that the hourly rates for Instructors/Lecturers in Part-Time Studies will be as follows:

These rates are inclusive of vacation pay and paid holiday pay:

Teaching Experience	0-1 Years	2 Years	3 Years
July 1, 2019 2022	<u>73.94</u>	<u>92.42</u>	<u>110.92</u>
July 1, 2020 2023	<u>78.93</u>	<u>98.65</u>	<u>118.41</u>
July 1, 2021 2024*	<u>80.51</u>	<u>100.63</u>	<u>120.78</u>

***The July 1, 2024 rates may be adjusted pursuant to Letter of Understanding #XX Re: Cost of Living Adjustment.**

b. The parties also agree to amend Article 15.8.3 as follows:

“15.8.3 PTS Administration

The Parties agree (pursuant to Memorandum of Agreement 99FSA15) that the rates for PTS Administration will be equal to one-half the PTS Instructor rate of pay, namely:

These rates are inclusive of vacation pay and paid holiday pay:

	Hourly
July 1, 2019 2022	<u>55.46</u>
July 1, 2020 2023	<u>59.20</u>
July 1, 2021 2024*	<u>60.39</u>

***The July 1, 2024 rate may be adjusted pursuant to Letter of Understanding #XX Re: Cost of Living Adjustment.**

9. **Article 15.17 Allowance in lieu of LTD Coverage**

The parties agree to amend Article 15.17 as follows:

“15.17 Allowance in lieu of LTD Coverage

Each non-LTD eligible Employee (Temporary, part-time Regular less than 50% FTE, Part-Time Studies Instructor, Student Employee, Guest Lecturer, **Employees who have exceeded the maximum age for coverage under the LTD plan**, etc.) shall be paid an allowance, on each paycheque, in the amount of one and one-quarter percent (1.25%) of gross wages in lieu of LTD benefits.”

10. Employer #31: Article 16.6 Insurance / Benefit Plans

The parties agree to amend Article 16.6.2 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~~ **\$3,500** lifetime per insured.”

While not to be included in the Collective Agreement, effective July 1, 2023, the parties agree that the following changes will be made to the benefit plan:

- a. **Increase wig and hairpiece to \$1,500 every three (3) years;**
- b. **Removal of requirement that a recommendation by a physician for services of a massage therapist be renewed every six (6) months;**
- c. **Reimbursement for Psychologist and Clinical Counsellor will increase to \$2,000 per calendar year combined;**
- d. **Addition of “Social Worker” to the reimbursement for Psychologist and Clinical Counsellor; and**
- e. **Addition of coverage for the shingles vaccine.**

11. Employer #33: Article 21.1 Term of The Agreement

The parties agree to amend Article 21.1 as follows:

“The term of the Agreement shall be from July 1, 2019~~2022~~ to June 30, 2022~~5~~.”

12. Employer #11: Appendix 2 Other Job Descriptions by Memoranda of Agreement

The parties agree to amend Appendix 2 as follows:

"AP2.4 Other Job Descriptions by Memoranda of Agreement

Memorandum of

Agreement Number Title

79S11	Change in Job Function, S. Berry
79S103	Job Description Assistant Head, Engineering and Core, Continuing Education and Industry Services
79S138	Job Description, Athletics Coordinator
81S23	Job Description, Assistant Head, Industry Services
81S35	Job Description, Coordinator, Student Financial Services
81S79	Working Conditions, O. Sawrenko, Technician IV
82S47	Job Description, Supervisor, Physics Labs and Workshops
82S48	Working Conditions, G. Paulson
82S57	Job Description, Chief Maintenance Technician, Broadcast Communications
82S102	Job Description, Institute Producer, KNOW Programmer, T. Garner, Secondment
83S27	Job Description, Release Faculty Person Computer Resources
83S138	Job Description, Media Production Assistant Audio Visual
83S139	Job Description, Graphic Artist, Audio Visual
83S140	Job Description, Distribution Technician Audio Visual
83S141	Job Description, Equipment Maintenance Technician, Audio Visual
83S142	Job Description, Video Maintenance Technician, Audio Visual
83S145	Job Description, Programme Head, Audio Visual
84S12	Job Description, Assistant Head, Business Continuing Education & Industry

_____ Services

90S59 Job Description, Laboratory Helper

~~90S168 Job Description, Project Leader~~

~~90S200 Job Description, Project Engineer~~

~~93S06 Job Description, Intermediate System Analyst, DOBIS Project~~

~~93S17 Job Description, Systems Librarian~~

_____ Head Cataloguer

Public/Technical Service Coordinator

~~94S09 Job Description, Cooperative Education Officer~~

~~97S18 Job Description and Hours of Work, First Nations Advisor~~

95S11 Job Description, Project Leader

96S01 Job Description, Physics Lab Supervisor

**00FSA07 Job Descriptions – Technology Centre, including GAIT Lab Research
Assistant, Research Analyst**

**00FSA39 Job Descriptions – Technology Centre, including GAIT Lab Research
Associate**

00FSA42 Job Description, Broadcast Engineer

**04FSA15 Job Description, Research Analyst, Centre for the Advancement of
Green Roof Technology, SoCE**

07FSA41 Job Description, Information Technology Services

Junior Systems Analyst

Intermediate Systems Analyst

Senior Systems Analyst

09FSA28 Job Description, Graduate Interns, Technology Centre

**11FSA03 Job Description, Financial Aid and Awards Advisor, Financial Aid and
Awards**

22FSA05 Job Description, Department Coordinator, Student Financial Aid and Awards

22FSA06 Job Description, Indigenous Advisor, Indigenous Initiatives and Partnerships”

13. Employer #35: Appendix 3 – Departments

The parties agree to amend Appendix 3 as follows:

“AP3.1 School of Business + Media
Broadcast and Media Communications
Business Administration
Digital Arts, Media and Design
Accounting, Finance and Insurance
Marketing Management
Operations Management
~~Venture Development Centre~~
~~The SITE Centre~~
Global Relations

AP3.3 School of Construction and the Environment
Architectural and Building ~~Engineering Technology~~
Building Science
Civil Engineering
Environmental Engineering
Geographic Information Systems
Geomatics
Interior Design
Mining
Renewable Resources

AP3.5 School of Health Sciences
Biomedical Engineering ~~Technology~~
Biotechnology
Cardiac Sciences
Clinical Genetics
Diagnostic Medical Sonography
Electro-~~Neurophysiology~~
Environmental **Public** Health
Food **Technology**
Health Care Management
Interprofessional Education and Innovation **Collaboration** (IPE)
Medical Laboratory Sciences
Medical Radiography
~~MRI~~ **Magnetic Resonance Imaging**
Nuclear Medicine
Bachelor of Science Nursing
Occupational Health and **Safety**
Prosthetics and **Orthotics**
Radiation Therapy
Specialty Nursing
Cardiovascular Perfusion

AP3.7 Division of Education Support and Innovation
Learning and Teaching Centre
Library Services

AP3.9 Division of Student Services
~~Centre for Workplace Education~~
Counselling and Student Development
Accessibility Services
Student Financial Aid and Awards
Program Advising
Timetabling
Student Health Services
Student Life Office
Institutional Research & Planning

AP3.10 Division of Indigenous Initiatives and Partnerships
Indigenous Services **Initiatives**

AP3.XX Division of Agile Learning
Centre for Workplace Education"

14. Employer #12: Appendix XX – Modified Hours of Work

The parties agree to add Appendix XX – Modified Hours of Work:

“APPENDIX XX – Modified Hours of Work

The following areas have modified hours of work, outside of the provisions of Article 8.1 of the Collective Agreement:

APX.1 Nursing

APX.2 Specialty Nursing

APX.3 Accessibility Services

APX.4 Library

APX.1 NURSING

APX.1.1 In accordance with Article 14.2, the Nursing Department shall maintain the responsibility for scheduling FSA members of the department. During each term, practicums may be scheduled within the following hours:

<u>APX.1.1.1</u>	<u>Term 1-8</u>	<u>0630 to 2330 hours</u>	<u>Monday to Friday</u>
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APX.1.2 Employees working outside of the hours specified in Article 8.1 shall be paid the premium specified in Article 15.15.3 for all hours so worked.

APX.1.3 The following variation applies to Term 9 instructors:

APX.1.3.1 Term 9 Visits to practicum placements are arranged at the convenience of the hospital, affected staff and students. These visits may occur in the evening or on weekends.

APX.1.3.2 Term 9 Instructors will be available to students twenty-four (24) hours a day, seven (7) days per week. Students or hospital staff may contact Term 9 Instructors on an emergency basis.

APX.1.3.3 Employees in Term 9, contacted outside the clinical site and outside the hours stipulated in Article 8.1 by students or hospital staff, shall be compensated at one and one-third (1 1/3) premium for all such contact hours (including phone contact), to be taken as time in lieu, pursuant to the provisions of Article 14.2.

APX.1.4 The Parties agree that where there is a need to assign Faculty members in the Nursing Department to instruct in a clinical setting on Saturday or Sunday the following provisions will govern assignment of such duties.

APX.1.4.1 Such assignments require the agreement of the Faculty member assigned.

APX.1.4.2 Such assignments will be either Saturday or Sunday, but not both.

APX.1.4.3 Each hour worked on a Saturday or Sunday will be calculated as one and one third ($1\frac{1}{3}$) hours towards class contact hours as set out in Article 8.2.3.

APX.2 SPECIALTY NURSING

APX.2.1 The parties hereby agree to the variations in the hours of work for Faculty in the Specialty Nursing Department as outlined below.

APX.2.1.1 Hours of work in Specialty Nursing, which includes the areas of Emergency, Pediatrics, Pediatric Critical Care, Neonatal, Critical Care, Nephrology, High Acuity, and Perinatal and Perioperative Nursing, may range from 0700 to 2300 Monday through Sunday subject to the following conditions:

APX.2.1.1.1 Compensation for all hours worked outside of the hours specified in Article 8.1 shall be in accordance with Article 15.15.3;

APX.2.1.1.2 Travel time to remote locations shall be considered as time worked and travel time outside of the hours specified in Article 8.1 shall be compensated with equivalent time off.

APX.2.1.1.3 Employees who are required to work outside the Lower Mainland for extended periods, at a distance which precludes their return home each night, shall be entitled to return home each weekend. Travel time to return home shall be compensated in accordance with paragraph 2 above. Normal travel expense reimbursement apply.

APX.3 ACCESSIBILITY SERVICES

APX.4.1 The Coordinator and the Advisor may be assigned to work hours outside the normal hours of work specified in Article 8.1.1 for the following purposes:

APX.4.1.1 To represent BCIT at conferences and workshops concerning Accessibility Services;

APX.4.1.2 To present workshops regarding Accessibility Services;

APX.4.1.3 To attend meetings related to Accessibility Services work including meetings regarding access for students with hearing loss at other post-secondary institutions across B.C.;

APX.4.1.4 To attend advisory committee and other relevant meetings; and

APX.4.1.5 To attend meetings and activities related to the Post Secondary and Medical Interpreting Screens and Ministry business.

APX.4.2 Only the work specified above may be scheduled on weekends or during the evening.

APX.4.3 In addition, the normal hours of work for the Advisor will be between 0730 to 1530 hours Monday, Wednesday and Friday one week and Monday and Wednesday the following week.

APX.4.4 This agreement may be withdrawn by either party upon one (1) month's written notice.

APX.4 LIBRARY SERVICES

APX.5.1 The Parties agree that Specialized Faculty in Library Services may be assigned work within the following hours from the week following Labour Day each year until May 31 of the following year and exclusive of Winter and Spring Break periods:

APX.5.1.1 Monday through Thursday from 0800 hours to 2030 hours

APX.5.1.2 Friday from 0800 hours to 1700 hours

APX.5.1.3 Saturday from 0900 hours to 1700 hours

APX.5.1.4 Sunday from 1200 hours to 1700 hours

APX.5.2 Such assignments will be subject to the payment of the premiums set out in Article 15.15.3, except for work performed on a Saturday or Sunday.

APX.5.3 Each hour worked on a Saturday or Sunday will be calculated as one and one third (1⅓) hours of duty for the purposes of Articles 8.2 and 8.5.”

15. Employer #25: Letter of Understanding RE: Article 10.3 Committee

The parties agree to 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 10.3 Professional Development Fund Committee

The parties agree to establish a Union/Employer committee comprising of no more than two (2) members appointed by each party to review Article 10.3 in its entirety with the goal of simplifying and improving its application and administration.

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

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

16. Letter of Understanding RE: Article 11 Committee

The parties agree to 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 11 Placement, Advancement Committee

The parties agree to establish a Union/Employer committee comprising of no more than three (3) members appointed by each party to review Article 11 in its entirety with the goal of simplifying and improving its application and administration.

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

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

17. Letter of Understanding RE: Research Committee

The parties agree to add a new Letter of Understanding as follows:

“LETTER OF UNDERSTANDING

between

BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY

And

BCIT FACULTY AND STAFF ASSOCIATION

RE: Research Committee

The parties agree to establish a Union/Employer committee comprising of no more than three (3) members appointed by each party to review the practices around research conducted by faculty teaching into graduate programs and the supervision of graduate students at BCIT.

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

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

18. Letter of Understanding RE: Cost of Living Adjustment

The parties agree to add the following as a new Letter of Understanding:

"LETTER OF UNDERSTANDING #XX

Re: Cost of Living Adjustment

Definitions

"General Wage Increase" or "GWI" means the overall general wage increase expressed as a percentage.

"Cost of Living Adjustment" or "COLA" means a percentage-based general wage increase adjustment provided in accordance with this Memorandum of Agreement. COLA is an upward adjustment applied to and folded into all wage rates.

The "annualized average of BC CPI over twelve months" (AABC CPI) means the *Latest 12-month Average Index % Change* reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March in the preceding year and concluding at the end of the following February.

The "Latest 12-month Average Index", as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The *Latest 12-month Average Index % Change* is reported publicly by BC Stats in the monthly BC Stats *Consumer Price Index Highlights* report. The BC Stats *Consumer Price Index Highlights* report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

COLA

The COLA will be applied as applicable to the GWI effective on the first pay period after July 1, 2023 and July 1, 2024. The COLA will be calculated by determining the difference between the AABC CPI and the annual general wage increase to the maximum COLA prescribed that year in Wage Schedule – Grids.

July 2023

If the 2023 AABC CPI exceeds the April 2023 GWI of 5.5%, then, on the first pay period after July 1, 2023 the July 2023 GWI will be adjusted upwards to reflect a COLA equal to the difference between the July 2023 GWI and the 2023 AABC CPI up to a maximum of 1.25%.

July 2024

If the 2024 AABC CPI exceeds the July 2024 GWI of 2.0%, then, on the first pay period after

July 1, 2024 the July 2024 GWI will be adjusted upwards to reflect a COLA equal to the difference between the July 2024 GWI and the 2024 AABC CPI up to a maximum of 1.00%."