

LETTER OF UNDERSTANDING

between

BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY

And

BCIT FACULTY AND STAFF ASSOCIATION

RE: Article 2.4 Committee

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 60 days following ratification and will conclude its work no later than June 30, 2025, at which time this Letter of Understanding will expire.

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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.

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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.

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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.

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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%.

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RE: Part-Time Studies Sick Leave Fund

The Employer shall create a Part-Time Studies Sick Leave Fund for eligible Part-Time Studies Instructors/Lecturers, paid at Article 15.8.1. Effective June 1, 2020 and each April 1 thereafter, the Employer will contribute \$25,000 to the fund. Any funds generated under this Letter of Understanding which remain unspent at the end of a fiscal year will be carried over for the use in subsequent fiscal years.

The fund shall operate on a first come, first serve basis. When the fund is exhausted, no further sick pay shall be provided to Part-Time Studies Instructors/Lecturers.

To be eligible to apply for the fund the Part-Time Studies Instructors/Lecturers must accrue 150 Part-Time Studies contract hours in the previous calendar year. For the purposes of this provision, calendar year shall mean the period June 1 to May 31. Part-Time Studies Instructors/Lecturers that have access to sick leave as an employee under Article 9.3 are not entitled to access this fund. Access will cease when a Part-Time Studies Instructor/Lecturer has no Part-Time Studies contract hours credited for five (5) consecutive months.

Each fiscal, the Employer shall prepare an annual report to the Union on expenditures of the fund.

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RE: Professional Development Allowance

The Professional Development Allowance was created in the July 1, 2001 to June 30, 2004 collective agreement and became effective on July 1, 2001.

Every regular employee who has been at the faculty top of scale rate for the equivalent of 12 months of a full-time regular faculty member will be eligible for a Professional Development Allowance of \$2400 per annum.

No other employees are eligible for the professional development allowance.

For part-time regular employees, the allowance will be pro-rated in accordance with FTE.

The Institute will take whatever reasonable steps are necessary in order for this allowance to be treated as earnings for the purposes of pension plan contributions and for Group Life/AD&D and LTD benefits. Therefore, a pro-rata portion of the annual allowance will be attached to each eligible employee's regular pay cheque.

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RE: Vacation Pay for Regular Employees Filling Temporary Positions

On October 19, 2019 the Employer provided estoppel notice to the Union that commencing on the effective date of the parties' next collective agreement, the Employer will cease any and all practices that are not consistent with the language of Article 9.2.1 of the Collective Agreement.

Specifically, the Employer will provide employees that hold temporary contracts with vacation pay in alignment with Article 9.2.1.5, 9.2.1.5.2, and 9.2.1.5.3 regardless of whether or not they also hold a regular appointment.

The parties agree that this estoppel notice will not apply to full-time regular employees in the Division of Information Technology who take a temporary leave from their full time appointment to accept a temporary appointment within the Division of Information Technology. Such employees will continue to accrue vacation in accordance with the entitlement they would have received as a regular employee while in the temporary position.

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RE: Jurisdictional Dispute Resolution Process

Preamble

The purpose of this agreement is to outline a jurisdictional dispute resolution process, which is equitable, expeditious and reflects the desire of the Parties to promote effective working relationships.

The Parties agree that the following process will be used in the event of a dispute respecting the appropriateness of a bargaining unit placement where the Institution introduces a new position or significantly revises an existing position.

Process

A. Pre-Assignment Consultation

1. The Employer agrees to provide the Union and the Association with notice of its intention to assign a new position or to significantly alter an existing position to one of the three bargaining units at BCIT. The Employer further agrees to meet jointly with the Association and the Union prior to posting the job to discuss the bargaining unit assignment for the new position after having provided the Union and the Association with the new job description and organizational chart/reporting relationship for the new position. The Union/Association may also request such things as a draft job posting, course outline, and other relevant information.
2. The following process will be used for the purposes of paragraph 1: the Employer will notify the Union and the Association by letter with attached job description and organizational chart and will specify a time place and date to meet to discuss the new position within 10 working days of the notice. The meeting shall take place at the time and date specified unless the parties mutually agree to postpone or cancel the meeting.
3. The Employer shall be entitled to post the new position following the completion of the meeting described above.

B. Jurisdictional Dispute Umpire

1. Where there exists a disagreement over the jurisdictional assignment made by the Employer, a party to this agreement may refer the matter within 30 calendar days of the posting to the Jurisdictional Assignment Umpire.
2. The referring party shall send a copy of the referral to all other parties to this agreement. The referral will set out the full particulars of the dispute, a description of the referring party's position on the matter, and copies of all documents upon which the party intends to rely.

3. Each party shall provide the other parties with the full particulars of their case and with copies of all their reliance documents no later than seven (7) calendar days prior to the date of the hearing.
4. Hearings conducted pursuant to this agreement shall, whenever reasonably possible, be held at the Burnaby campus of the Institute.
5. The parties agree not to use outside legal counsel at the hearings.
6. The hearings will be expedited in all respects and will be conducted on an informal basis as far as is reasonably possible.
7. The expenses and fees of the Umpire will be borne equally among the parties involved in the dispute.
8. In determining the appropriateness of the bargaining unit placement, the Umpire shall be entitled to consider:
 - a) Job elements
 - b) Past practice
 - c) Impact on industrial relations
 - d) Community of interest
 - e) Certificates of Bargaining Authority
 - f) Other factors deemed appropriate by the Umpire
9. The Umpire will endeavour to render a decision within 21 days of the conclusion of the hearing.
10. The decision of the Umpire shall be final and binding on all parties to this agreement.

"Tomi Eeckhout"
 Director
 Labour Relations

"Ken Holmes"
 Staff Representative
 BCGEU

"Cal Davis"
 Acting General Secretary
 FSA

Date "Sept 28/2000"

Date "Oct 5/00"

Date "Oct 5/00"

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RE: Winter Break Period for Non-Instructional Employees

I – Introduction

This Letter of Understanding summarizes an arbitration decision dated June 15, 2001 from Arbitrator Hope and subsequent modifications agreed on November 7, 2001, which related to the arbitration of a grievance filed by the Union challenging the Employer's application of Article 8.7 of the collective agreement to non-instructional employees who were not recognized by the Employer as having access to Article 8.7.

II – Winter Break Period for Non-Instructional Employees

- (1) The parties will enter into a process for the application of the provision.
- (2) The process will involve the development of a plan with respect to whether and to what extent Regular and Temporary Non-Instructional Employees will be entitled to be On Duty Off campus under Article 8.7 during the period after marks review before Christmas and before the resumption of classes in the New Year. The Plan will be developed using the collegial process.
- (3) Any such entitlement will not exceed five consecutive work days during that period. That period must include work days available between Christmas Day and New Years Day.
- (4) In those years where there are fewer than five consecutive work days during the period after marks review before Christmas and before the resumption of classes in the New Year, then the work days immediately preceding that period shall be added to that period to make up a total of five (5) consecutive work days.
- (5) The development of this plan must be concluded on or before November 1 in each year.
- (6) Access to On Duty Off Campus under Article 8.7 should reflect the need to allocate the professional duties required to meet Department objectives and coverage of necessary services and operations.
- (7) If a Department cannot achieve consensus with respect to the application of Article 8.7 by the due date of November 1, the issues raised will be referred to the Labour Management Committee who will have the jurisdiction to impose a plan for its application.

III – General Guidelines for Department Consideration

- (1) "On Duty Off Campus" shall mean the employee, off campus, is available to perform duties at home, or by telephone/computer where necessary, or be available to be called in to the campus

where necessary. Employees who wish to be unavailable, or are not able to be called in to the campus, must take vacation.

- (2) The objective is to provide services to the Institute and all of its customers, including the considerations under Article 14.2.1 and 14.2.2, and to acknowledge that the concept is that it is to apply to Non-Instructional Employees whose attendance at work can be seen as related directly or indirectly to the absence of students and teaching staff on Winter Break.
- (3) Employees must address how the absence will impact the Department, e.g. how the Department will address a balancing of the overall workload requirements with an Article 8.7 absence.
- (4) The Department vacation schedule must be established prior to this process.
- (5) This process is not intended to generate extra costs.

IV – Full and Final Settlement

- (1) The Union acknowledges that it is the Institute's position that the provision regarding Term and Spring break periods as outlined in Article 8.7 is currently applied correctly.
- (2) The parties agree that if the Union files any grievance regarding Spring and Term breaks periods:
 - (a) the Institute has the right to withdraw from this Letter of Understanding and any subsequent modifications; and
 - (b) the Union waives any claim to damages or remedies flowing from any breach of Article 8.7 prior to 10 days before the date the grievance is filed.