

MEMORANDUM OF AGREEMENT

between

BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY

And

BCIT FACULTY AND STAFF ASSOCIATION

RE: Early Retirement Incentive Plans

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1. The Employer may offer Early Retirement Incentives to employees who are eligible.
2. For purposes of this provision, early retirement is defined as retirement at or after age 55 and before 64.
3. Eligibility:
  - (a) An Employee must be at the highest achievable step of the salary scale.
  - (b) Employee must have a minimum of 10 years of full-time equivalent service with the Employer.

4. Incentive Payment:

The Employer may offer and an Employee may accept an early retirement incentive based on the age at retirement to be paid in the following amounts.

Full Years to Normal Retirement	Percentage of Annual Salary at Time of Retirement
5 or more	100%
4	80%
3	60%
2	40%
1	20%
Less than 1	0%

5. The Employer may opt to pay the early retirement incentive in three (3) equal annual payments over a 36 month period.
6. Eligible Bargaining Unit members may opt for a partial early retirement with a pro rated incentive.

MEMORANDUM OF AGREEMENT  
between  
the BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY  
(the "Institute")  
and  
the BCIT FACULTY & STAFF ASSOCIATION  
(the "FSA")

RE: ARTICLE 10.5 APPLICATION CRITERIA  
OTHER STAFF SUPER COMMITTEE

The Parties agree to the following application of Article 10.5 as it relates to the "Other Staff Super Committee" (the PD Committee responsible for funds accessed by Individuals under Article 10.5.2.2.)

The Super Committee ("Committee") may set out requirements regarding the completeness of an application, however, a Manager's endorsement will not be a criteria for a complete application. Department approval will be as determined through the application of Departmental process and the definition of Department under Article 1.8.

The Committee will adjudicate applications that meet its criteria for completeness even if there is no Managerial endorsement of the application.

The applicant must seek the Manager's endorsement as part of the department application approval process. The applicant must provide the Manager with 10 active working days to provide their endorsement or a letter indicating why such support was not granted.

The applicant must provide the Manager's endorsement or letter as part of their application, and if there is no endorsement or letter, must provide the Committee with evidence of his/her timely request.

A complete application must include the Manager's endorsement, letter or evidence of the applicant's timely request. The applicant shall be given an opportunity to respond to the reasons provided by the Manager.

Should a Manager fail to provide their endorsement or a letter outlining the reasons for not supporting an applicant's request for leave and/or funding within 10 days of the applicant's request, the Super Committee will consider the Manager's failure to endorse the application as a neutral factor in their consideration.

Once a complete application is received by the Committee, it will adjudicate the application through its normal process and will consider the Manager's comments as part of that process. The Manager's endorsement or support of the application, whether for leave or funding, is not limited to the ability or inability to find a suitable replacement.

This agreement does not limit the Super Committee's ability to establish criteria consistent with the remainder of Article 10.5 to be used during their adjudication process.

"Paul Reniers"  
Paul Reniers, Executive Director  
BCIT Faculty & Staff Association

"Clodine Sartori"  
Clodine Sartori, Manager,  
Labour Relations, BCIT

"December 7, 2012"  
Date

"December 7, 2012"  
Date

## **MEMORANDUM OF AGREEMENT**

**between**

**BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY**

**And**

**BCIT FACULTY AND STAFF ASSOCIATION**

**RE: Search Committee for Excluded Managers**

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The Parties agree as follows:

1. Selection Committees for excluded BCIT managers shall include representatives from the bargaining units that represent employees at BCIT.
2. When a vacancy is created or arises for a BCIT management position, the Employer shall provide the bargaining units with notice of the vacancy. The notice shall include the number of members in each bargaining unit who report through to the position being filled.
3. After issuance of such notice, a Selection Committee shall be formed as follows:
  - a. Each bargaining unit shall have the right to appoint, within 10 days of notice as in paragraph 2, one (1) member from its bargaining unit to the Selection Committee;
  - b. If a bargaining unit decides, at their discretion, not to appoint a committee member to the Selection Committee, they can choose to give their seat to another bargaining unit, by giving notice to BCIT Human Resources;
  - c. Failure by a bargaining unit to appoint a member to the Selection Committee, or to provide notice as in 3(b), will result in the search process proceeding without an appointed member from that bargaining unit;
  - d. The bargaining units shall make every reasonable effort to appoint employees from the program and/or service areas that report through to the position being filled;
  - e. The Employer shall have the right to appoint a number of representatives to the Selection Committee that is equal to the total number of bargaining unit representatives;
  - f. The Selection Committee may seek the assistance of additional non-voting members where there is a need for additional expertise; and
  - g. The Selection Committee shall be chaired by one of the Employer representatives on the Committee. In the event of a tie vote, the Chair will cast an additional vote to break the tie.
4. The Employer shall prepare the job description and the posting, provide them to the members of the Selection Committee, and post the vacancy.
5. The Selection Committee shall do the following, exercising their best judgement:
  - a. provide feedback on what attributes or characteristics are valuable in selecting a suitable applicant for the position;
  - b. review shortlisted applications based on the job description, the posting, and the attributes or characteristics that may be relevant to the position;
  - c. interview and assess the shortlisted candidates; and
  - d. within five (5) days of the final interview, select the most suitable applicant for the position, in the opinion of the majority of the Selection Committee.

6. Where any of the Parties have a preferred candidate, the Selection Committee shall be so notified. If the majority of the Selection Committee agrees to select the preferred candidate, the Selection Committee may provide the hiring administrator with a selection, without having to go through the posting process.
7. If the selected candidate becomes unavailable, the matter shall be referred back to the Selection Committee for review. The Selection Committee shall do one of the following: select one of the other shortlisted candidates; recommend that the vacancy be reposted; or recommend that a new Selection Committee be struck.
8. The process described in this Memorandum of Agreement shall not apply to the following:
  - a. the selection of the BCIT President;
  - b. vacancies for excluded positions below the level of Director that do not have managerial authority over bargaining unit employees;
  - c. acting or temporary management vacancies that have a term of 12 months or less, or in the case of backfill 18 months or less. The parties may agree to a longer appointment by mutual agreement; and
  - d. positions in the Employer's Human Resources department.
9. The Employer shall notify the bargaining units in writing within 10 days of a new position being created or when there is the intention to fill a vacancy as described in paragraph 8(b). Notice shall include the job description and positing for the position.

Agreed by the Parties effective June 1, 2020.

For BCIT:

Ana Lopez

For the FSA:

Colin Jones

For BCIT:

Katie Cobban

For the FSA:

Terry Gordon

For the BCGEU Faculty:

Cory Langford

For the BCGEU Support Staff:

Richard Schaeffer

For the BCGEU Faculty:

Angela Mahlmann

For the BCGEU Support Staff:

Linsay Buss

## MEMORANDUM OF AGREEMENT

between

**BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY**

And

**BCIT FACULTY AND STAFF ASSOCIATION**

**RE: Reclassification Committee  
Information Technology Services (ITS)**

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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.

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between

BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY

And

BCIT FACULTY AND STAFF ASSOCIATION

RE: Condition of Hiring for New Faculty  
Nursing Department  
Replacing 02FSA05

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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, an offer letter will be drawn up outlining the specific condition of employment or 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.
4. 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.
5. 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.
6. This agreement may be cancelled by either party upon one (1) month's written notice.