

MEMORANDUM OF SETTLEMENT

Between

BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY

And

BCIT FACULTY AND STAFF ASSOCIATION

The above-noted parties agree that collective bargaining over the renewal of the July 1, 2004 to June 30, 2007 collective agreement shall be resolved on the following terms:

Term of Agreement

The term of the renewed collective agreement shall be from July 1, 2007 to June 30, 2010

Compensation Adjustments

(a) Salary Scales

Effective on July 1, 2007, July 1, 2008 and July 1, 2009 all steps on all the salary scales set out at Article 15 shall increase by 2.1 percent except as set out below:

- Effective July 1, 2007 step 15 of the Faculty Salary Scale shall be \$79,201.
- Effective July 1, 2008 step 15 of the Faculty Salary Scale shall be \$81,458.
- Effective July 1, 2009 step 15 of the Faculty Salary Scale shall be \$83,730.

(b) Vision Care

Effective July 1, 2007 the maximum vision care coverage shall be increased to \$400 every two years.

(c) Qualification Differential

Effective on July 1, 2007, July 1, 2008 and July 1, 2009, the Qualification Differential shall be increased by 2.1 percent.

(d) Administrative Allowance

Effective on July 1, 2007, July 1, 2008 and July 1, 2009, the Administrative Allowance shall be increased by 2.1 percent.

(e) Reallocation of PD Surplus to SuperCommittee Employees

The parties agree to the following reallocation of Professional Development Funds accumulated as surplus in the 10.6 and 10.12 funds:

- Each regular full time employee who was eligible to make an application to the SuperCommittee as of April 1, 2007, shall receive an additional one time allocation of \$2500 to their 10.3 pooled fund or individual fund as set out in Article 10.3.5.
- Part-time regular employees will receive a prorata allocation of the \$2500.
- Expenses against these funds continue to be subject to the provisions and intent of Article 10.3, and will require approval of the individual's program group and their manager.
- Allocations will be made as soon after ratification of the new collective agreement as is reasonably possible.

Financial Incentive

Each member of the bargaining unit employed by the institution March 31, 2007 shall receive an incentive one-time payment.

The incentive payment shall be four thousand dollars (\$ 4,000) for each full-time equivalent employee and shall be pro-rated for all other employees. For the purpose of the determination of the amount of the incentive payment, a full-time equivalent employee is a regular or non-regular employee who worked on a full-time basis for the twelve (12)-month period ending on the incentive eligibility date. The incentive payment for an employee who worked less than full-time over this period shall be pro-rated for the fraction of a full-time employee workload.

For the purpose of calculating the amount of an employee's incentive payment, time spent by employees on paid leaves and the leaves listed below shall be considered as time worked:

- maternity or parental leave
- short-term disability leave
- long-term disability or Workers' Compensation leave that commenced within the twelve (12)-month period ending on the incentive eligibility date.

The incentive payment shall be paid to employees as soon after the date of ratification as is practicable for the institution to determine and pay the payment amounts to employees. The Employer shall make every reasonable effort to make the incentive payment to employees no later than two months following the date the renewed collective agreement is ratified.

Fiscal Dividend

The parties agree to include in the renewed collective agreement a Letter of Understanding the form attached regarding the payment of a Fiscal Dividend.

Non-Monetary Issues

The parties agree to incorporate into the renewed collective agreement the attached agreements. Unless otherwise specified, these amendments to the collective agreement shall become effective upon the ratification of the collective agreement.

Article 2.1.2 – Communication

Article 2.1.3.6 – Bargaining Unit Work

Article 2.1.10 – Information

Article 2.1.11 - Part-Time Studies Information

Article 3.8 – Expedited Arbitration

Article 7.8.4 – PTS Parking

Article 8.2.6 - Faculty Workload

Article 9.3.10 – Rehabilitation Committee

Article 9.5 – Compassionate Care

Article 9.6.1.10 – Maternity Leave

Article 9.9 – Jury Duty and Court Appearance

Article 9.12.4 – Return from Leave

Article 10.4 – Professional Development Leave Fund Contribution Formula

Article 10.6 – Professional Development

Memorandum of Agreement – Allocation of Professional Development Fund

Memorandum of Agreement – Childcare


Memorandum of Agreement – Recruitment Driven Alterations to Initial Placement
for Assistant Instructors and Technical Staff

Appendix 3 – Departments

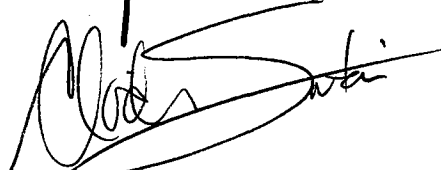
Ratification

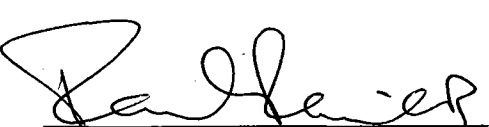
The parties agree to recommend acceptance of these proposed terms of settlement to their respective principals.

Dated this 28 day of June, 2007

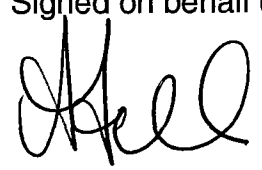


Signed on behalf of the Employer





Signed on behalf of the FSA



FISCAL DIVIDEND

THE PARTIES AGREE AS FOLLOWS:

Having agreed the term of the Collective Agreement to be from April 1, 2007 to March 31, 2010, a Fiscal Dividend Bonus may be paid from a one-time fund (the "Fund") generated out of monies, in excess of \$150 million, surplus to the BC government, as defined in the Province's audited financial statements, for the fiscal year 2009-10.


1. If fiscal dividend funds are determined to be available, a Fiscal Dividend will be paid as soon as is reasonably practicable.
2. The quantum of the Fund accessible for the parties to this agreement will be based on the Province's audited financial statements as at March 31, 2010. The Fund will be determined as follows:
 - i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
 - ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
 - iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
 - iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.
3. The Fiscal Dividend Bonus will be paid to each member of the bargaining unit who is employed by the institution on March 31, 2010.
4. The Fiscal Dividend Bonus shall be a one-time payment paid to each full-time equivalent employee and paid to each part-time employee on a pro-rated basis. For the purpose of the determination of the amount of the Fiscal Dividend Bonus, a full-time equivalent employee is a regular or nonregular employee who worked on a full-time basis for the period of April 1, 2009 to March 31, 2010. The Fiscal Dividend Bonus for an employee who worked less than full-time over this period shall be pro-rated for the fraction of a full-time employee workload, as defined in the parties' local provisions, that the employee worked over this period. For the purpose of calculating the amount of an employee's incentive payment, time spent by employees on paid leaves and the leaves listed below shall be considered as time worked:
 - maternity or parental leave
 - short-term disability leave
 - long-term disability or Workers' Compensation leave that commenced between April 1, 2009 to March 31, 2010
5. The Fiscal Dividend Bonus shall be paid to employees as soon after March 31, 2010 as is practicable for the institution to determine and pay the Bonus amount to employees.


BCIT Faculty and Staff Association—BCIT Collective Agreement
Renewal of 2004-2007 Agreement

Article 2.1.2

Communication

Unless otherwise specified in this Agreement, copies of all correspondence from the Employer to any member of the Bargaining Unit related to the interpretation, application, or implementation of this Agreement shall be delivered simultaneously to the officer designated by the Union.



Signed on behalf of the Employer:

Signed on behalf of the FSA:

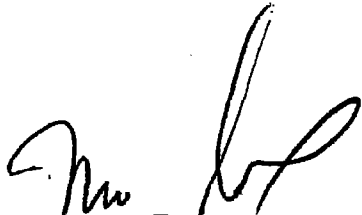
Dated: May 27/07

BCIT Faculty and Staff Association—BCIT Collective Agreement
Renewal of 2004-2007 Agreement

Article 2.1.3.6

Bargaining Unit Work

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.


A handwritten signature in black ink, appearing to be 'J. M. [unclear]', written over a horizontal line.

Signed on behalf of the Employer:


A handwritten signature in black ink, appearing to be 'Paul [unclear]', written over a horizontal line.

Signed on behalf of the FSA:

Dated: _____

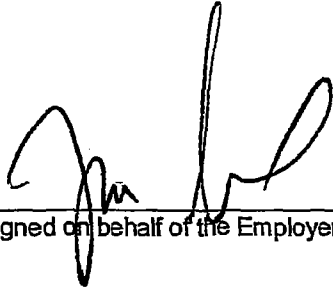
MAY 23/07

Faculty and Staff Association Collective Agreement
Renewal of 2004-2007 Agreement

Article 2.1.10 Information

2.1.10.1 The Employer agrees to provide to the Union on request such information as is available relating to Employees in the Bargaining Unit **subject to any rights and limitations set out within the Freedom of Information, Protection of Privacy Act or other applicable Privacy legislation.**

Remainder of Article is unchanged



Signed on behalf of the Employer:



Signed on behalf of the FSA:

Dated: May 28/07

BCIT Bargaining Proposal
Faculty and Staff Association Collective Agreement
Renewal of 2004-2007 Agreement

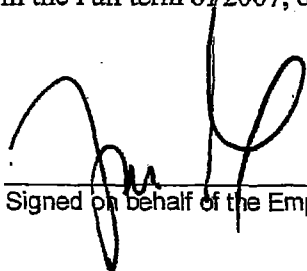
Article 2.1.11


Part-Time Studies Information

In addition to information requested under Article 2.1.10, the Employer will provide the following information regarding Part-Time Studies contracts upon their approval:

1. Name of Employee
2. Department
3. Course
4. Start Date
5. End Date
6. Contract Hours
7. Rate of Pay
8. E-mail address
9. Whether the Employee is also a Regular or Temporary Employee

Note: The Employer will be able to provide items 1 through 8 soon after the conclusion of bargaining. The Employer will endeavour to implement the necessary changes to the technical systems in order to provide the information in 9 commencing in the Fall term of 2007, or soon thereafter.


Signed on behalf of the Employer.


Signed on behalf of the FSA:


Dated: May 15 / 07

BCIT Bargaining Proposal
Faculty and Staff Association Collective Agreement
Renewal of 2004-2007 Agreement


Article 3.8 Expedited Arbitration

The parties agree that where a difference arises between the parties relating to the dismissal, discipline or suspension of an Employee, or to the interpretation, application, operation or alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement ~~Tony Hickling, Vince Ready, John Kinzie, David McPhillips, Chris Sullivan~~, or a substitute agreed to by the parties, shall at the request of either party;

- 3.8.1 investigate the difference;
- 3.8.2 define the issue in the difference; and
- 3.8.3 make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and, for those five days from that date, time does not run in respect of the grievance procedure.
- 3.8.4 The parties agree to add other names to the list by mutual agreement, should these individuals not be available as quickly as is contemplated by the article.



Signed on behalf of the Employer



Signed on behalf of the FSA

Dated: June 9/07

MEMORANDUM OF AGREEMENT

between

THE BCIT FACULTY AND STAFF ASSOCIATION

and

THE BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY

RE: Parking Part-Time Studies

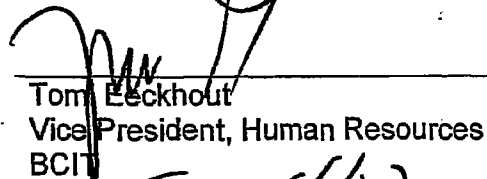
As per Article 7.8.4, the parties agree to the following:

- Lots 8, 16, and 24 will be designated lots for BCIT Part-Time Studies employees.
- BCIT Student Association parking spots in Lot 16 will continue to be reserved for the use of the BCIT Student Association.
- Parking in the three designated lots will be on a first come basis for those BCIT Part-Time Studies employees who have purchase a parking permit.
- A review of the BCIT Part-Time Studies employees' usage of these lots will be carried out by June 30, 2008. The parties will consider modifications to this allocation of space on an annual basis.



Paul Reniers
Executive Director
BCIT FSA

June 4, 2007
date



Tom Leckhout
Vice President, Human Resources
BCIT

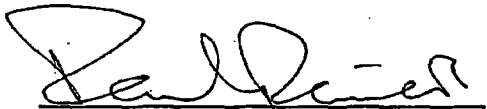
June 4/07
date

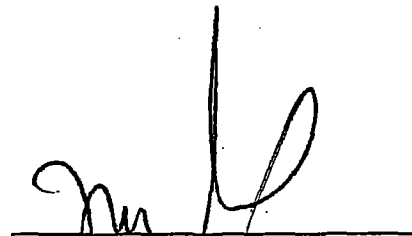
BCIT Faculty and Staff Association—BCIT Collective Agreement
Renewal of 2004-2007 Agreement

Article 7.8.4

Parking

Specific parking lots agreeable to the Association shall be designated for use by Part-Time Studies employees on weekdays after 4:30 p.m.


Signed on behalf of the Employer:


Signed on behalf of the FSA:

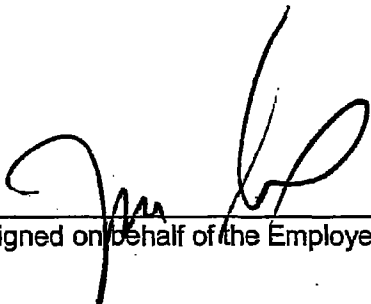
Dated: June 4, 2007


BCIT Bargaining Proposal
Faculty and Staff Association Collective Agreement
Renewal of 2004-2007 Agreement

Article 8.2 – Faculty Workload

New Article 8.2.6 (re-number or delete current 8.2.6)

Departments will make every reasonable effort to ensure that individual Faculty Employees are assigned no more than an average of 15 class contact hours per week over the course of an academic year. Where this average is not achieved, the Department will develop a workload plan that will result in the Faculty employee working an average of 15 class contact hours over the two academic year period concluding with the completion of the next academic year.


Signed on behalf of the Employer:


Signed on behalf of the FSA:

Dated: June 18/07

BCIT Bargaining Proposal
Faculty and Staff Association Collective Agreement
Renewal of 2004-2007 Agreement

New Article

Article 9.3.10 – Rehabilitation Committee

It is the intent of the Employer and the Union to encourage and facilitate the early return to gainful employment of employees who have been ill or injured. To this end, a Rehabilitation Committee will be established as follows:

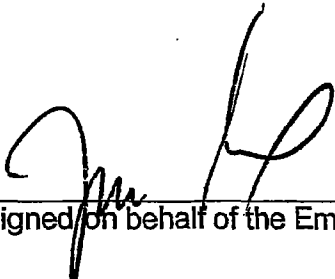
1. The Committee shall be composed of two (2) representatives and one alternate appointed by the Union which may include one Union representative from the FSA, and two (2) representatives and one alternate from the Employer. The Employer will provide administrative support for the committee.

In addition, the insurance carrier, or other organizations that specialize in rehabilitative return to work assessments or independent medical examinations, may be called upon to be a resource to the Committee to provide expertise on a program of rehabilitation.

2. The Committee shall review cases of eligible employees who are no longer capable of performing the duties of their own occupation due to illness or injury. The Committee shall also review cases of all employees who have become incapacitated through industrial injury or illness.

Following the review of such cases the Committee, taking into account the best interests of the Employee and the Employer, shall make recommendations to the Employer. Unanimous recommendations of the Committee will be implemented by the Employer provided they are reasonable and practical and do not pose undue hardship.

3. Where possible, the Committee shall meet not less than once a month during working hours, and leave without loss of pay shall be granted to Committee members. Minutes of meetings shall be distributed to the Committee members.
4. The Committee shall be committed to maintaining confidentiality of medical and other information received in their capacity as members.
5. The Committee will develop any additional procedures and terms of reference for the operation of the Committee.


Signed on behalf of the Employer

June 12/07
Date


Signed on behalf of the FSA

June 12, 2007
Date

9.5 Bereavement Leave and Compassionate Leave

All wording for Articles 9.5.1, 9.5.2, 9.5.3 remain unchanged.

- 9.5.4** An Employee will be granted a compassionate care leave of absence without pay for up to eight (8) weeks to care for a gravely ill family member. For the purpose of this Article 9.5.4, "family member" is defined in Appendix 7 – Family Members for the Purpose of Article 9.5.4 Compassionate Care Leave. In order to be eligible for this leave, the Employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within twenty-six (26) weeks.
- 9.5.5** An Employee who is granted a compassionate care leave to care for a gravely ill family member shall be entitled to the benefits as follows:
- 9.5.5.1** The Employee's benefit coverage will continue for the duration of the compassionate care leave, to a maximum of eight (8) weeks, and the premium payment shall be on the same basis as if the employee were not on leave.
 - 9.5.5.2** Where an Employee elects to buy back pensionable service for part of all of the duration of the compassionate care leave, to a maximum of eight (8) weeks, the Employer will pay the Employer portion of the pension contribution in accordance with the Pension Plan regulations.
 - 9.5.5.3** Compassionate care leave, up to a maximum of eight (8) weeks, shall be treated as continuous employment for the purposes of seniority accrual under the Collective Agreement.
- 9.5.6** Should an Employee require additional time to care for a gravely ill family member, additional leaves may be granted beyond the eight (8) weeks period specified in Article 9.5.4 above. Such additional leaves shall be pursuant to Article 9.7 General Purpose Leave Without Pay.

APPENDIX 7
Family Members for the Purpose of the
Article 9.5.4 Compassionate Care Leave

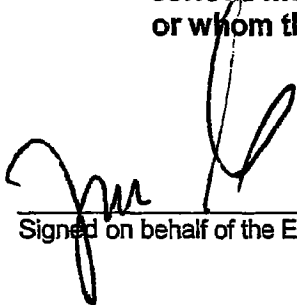
1. The following “family members” are persons identified through their relationship to the employee.
 - Spouse (includes heterosexual, common-law, and same-sex relationships)
 - Children
 - Children’s spouses
 - Step-children
 - Step-children-in-law
 - Siblings
 - In-law siblings
 - Parents
 - Step-parents
 - Parents-in-law
 - Grandparents
 - Grandchildren
 - Nieces/Nephews
 - Guardians
 - Step-siblings
 - Aunts/Uncles
 - Current or former foster-parents
 - Current or former foster children
 - Current or former wards
 - Current or former guardians
 - Spouse of sibling or step-sibling
 - Spouse of child or step-child
 - Spouse of grandparent
 - Spouse of grandchild
 - Spouse of aunt or uncles
 - Spouse of a niece or nephew
 - Spouse of a current or former foster child
 - Spouse of current or former guardian
 - Spouse of an employee’s current or former foster parent
 - Spouse of an employee’s current or former ward
 - Spouse of a person who is living with the employee as a member of the employee’s family

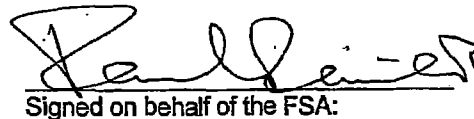
2. The following "family members" are persons identified through their relationship to the employee's spouse.

- Spouse's parents or step-parents
- Spouse's siblings or step-siblings
- Spouse's children
- Spouse's grandparents
- Spouse's grandchildren
- Spouse's aunts or uncles
- Spouse's nieces or nephews
- Spouse's current or former foster parents
- Spouse's current or former wards

3. The following "family members" are deemed family members

- Any other person in the same household who is dependant upon the employee
- Any person who lives with the employee as a member of the employee's family
- Whether or not related to an employee by blood, adoption, marriage or common-law partnership, an individual with a serious medical condition who considered the employee to be, or whom the employee considers to be, like a close relative.


Signed on behalf of the Employer:


Signed on behalf of the FSA:


Dated: MAY 28/07

BCIT Bargaining Proposal
Faculty and Staff Association Collective Agreement
Renewal of 2004-2007 Agreement


Housekeeping

Article 9.6.1.10 Maternity Leave

If the Employee maintains coverage for benefits while on Maternity Leave, the Employer agrees to pay the Employer's share of these premiums for a period of not more than ~~six (6) months~~ **fifty-two (52) weeks**.



Signed on behalf of the Employer



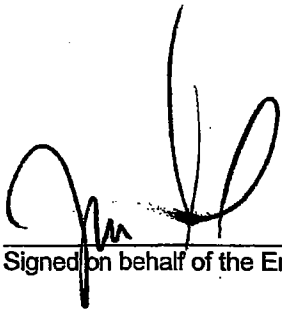
Signed on behalf of the FSA

Dated: June 9/07

BCIT Bargaining Proposal
Faculty and Staff Association Collective Agreement
Renewal of 2004-2007 Agreement

Article 9.9 Jury Duty and Court Appearance Leave

- 9.9.1 An Employee shall, upon written application to the Dean or equivalent, and upon prior written acknowledgement, be granted leave of absence with full pay for all absences resulting from or associated with being summoned to serve on a jury or being subpoenaed as a witness in court proceedings. If required by the Dean, the Employee shall produce a summons or subpoena or submit such other evidence as will show the necessity of attendance at court.
- 9.9.2 In cases where an Employee's private affairs have occasioned a court appearance such leave to attend at court shall be without pay.
- 9.9.3 An Employee in receipt of his/her regular earnings while serving at court shall remit to the Employer all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the Employer.



Signed on behalf of the Employer:



Signed on behalf of the FSA:

Dated: May 28/07

BCIT Bargaining Proposal
Faculty and Staff Association Collective Agreement
Renewal of 2004-2007 Agreement

Consequential change from proposal of Compassionate Leave – Article 9.5

9.12.4 Return from Leave

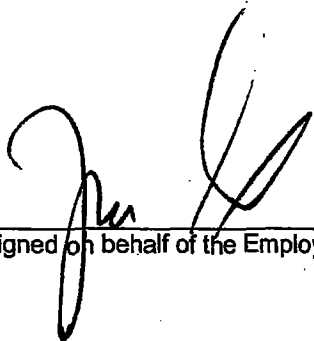
9.12.4.1 After a leave of absence with or without pay, an Employee shall return to at least the same or equivalent position and shall be entitled to at least the salary level which that Employee would have attained had the Employee remained at the Institute continuously, provided the leave was either:

9.12.4.1.1 a paid leave, at full or partial salary;


9.12.4.1.2 a Professional Development Leave as in Article 10.6;

9.12.4.1.3 a Compassionate Care Leave as set out in Article 9.5.4; or

9.12.4.1.4 any other type of leave which in the opinion of the Employee's appropriate School/Division Professional Development Leave Committee is consistent with the purposes of Professional Development Leave as stated in Article 10.6.4.



Signed on behalf of the Employer



Signed on behalf of the FSA

Dated: 07/28/07

Faculty and Staff Association Collective Agreement
Renewal of 2004-2007 Agreement

10.4 Professional Development Leave Fund - Indexing Formula

10.4.1 For the Institute's 2007/2008 fiscal year, the Institute's total contribution to the Professional Development Leave fund will be \$1537017.41 and allocated in accordance with Memorandum of Agreement ~~of FSA~~ ^{of FSA}

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

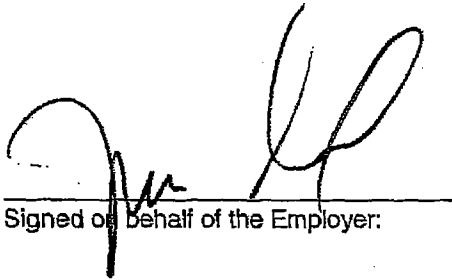
Faculty Step 12 annual salary in effect on April 1 times an index factor of 22.

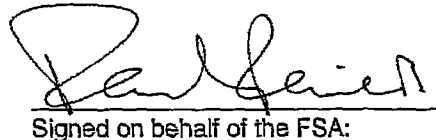
10.4.3 The Institute's annual contribution to the Professional Development Leave Fund shall occur on April 1 of each year.

10.4.4 The amount determined in 10.4.2 will be allocated on a pro-rata basis between the Other Staff Super Committee and Teaching Faculty Committees as set out in Article 10.6, based on the number of eligible regular full-time equivalent employees in each group on April 1 of each year.

10.4.5 Any funds generated under Article 10.4 which remain unspent at the end of a fiscal year will be carried over for use in subsequent fiscal years.

Delete 10.5 and renumber Article


Signed on behalf of the Employer:


Signed on behalf of the FSA:

Dated: June 27, 2007

presented June 27, 2007

**BCIT Bargaining Proposal
Faculty and Staff Association Collective Agreement
Renewal of 2004-2007 Agreement**

Articles 10.6 and 10.12

The Institute proposes that the Parties combine the two paid leave funds into one. The committee structure would remain the same, and the level of funding is not intended to change. (Note: new funding formula will need to be determined to ensure no change in level of funding and consequential changes to Articles 10.4 and 10.5)

10.6.1 General Purpose

The general purpose of Professional Development Leave is to promote leadership in technological education through leaves intended:

- 10.6.1.1 to maintain currency, flexibility and professional competence of Employees, and
- 10.6.1.2 to augment the professional development of the individual Employee.

10.6.2 Funding Levels

- 10.6.2.1 These Leaves are to be funded by an amount determined per Article 10.4 and 10.5.
- 10.6.2.2 The funds generated in Article 10.5 shall be divided among each Professional Development Leave Committee on a pro-rata basis by number of eligible Regular Employees, in such a way that all Teaching Faculty Employees have access to the Leave.
- 10.6.2.3 The funds generated in Article 10.4 shall be allocated to the Other Staff SuperCommittee on a pro-rata basis by number of eligible Regular Employees, in such a way that all such Other Staff Employees have access to the Leave.
- 10.6.2.4 Any funds which remain unspent at fiscal year end will carry over for use in the next fiscal year.

10.6.3 Committees

- 10.6.3.1 A Professional Development Leave Committee shall be established for teaching Faculty in the programmes in each of the following general areas: business; engineering, electronics, and computing studies; health; and academic studies. Each Committee shall consist of three (3) excluded management personnel and three (3) representatives appointed by the Union. The Employer shall appoint a Dean or Associate Dean from each general area as non-voting chair.
- 10.6.3.2 For all Other Staff (Support Faculty, Assistant Instructors and Technical Staff) the Institute shall establish an "Other Staff SuperCommittee" which shall be composed of one representative from each school or division appointed by the Union and an equal number of excluded management representatives. A Vice-president or equivalent shall act as non-voting Chair.

**BCIT Bargaining Proposal
Faculty and Staff Association Collective Agreement
Renewal of 2004-2007 Agreement**

- 10.6.3.3 The Committees shall establish multiple application dates, to a maximum of three (3) dates per year.
- 10.6.3.4 The Committees shall make decisions by majority vote of individual members.
- 10.6.3.5 The Committees shall act in a manner which is fair, reasonable, and consistent with the Collective Agreement
- 10.6.3.6 Deadlocks in the Committees shall be referred to the parties for resolution, as shall questions of interpretation or application of the Collective Agreement. An applicant may appeal, on the basis of Article 10.6.3.5 above, to the Labour/Management Committee. Deadlocks between the parties are subject to the grievance procedures.
- 10.6.3.7 The Committees shall prepare an annual report to the Employer and the Union on the expenditure of funds under their control.

10.6.4 Eligibility, General Criteria and Requirements

- 10.5.4.1 All Regular Employees with a minimum of one (1) year of full time service with the Employer shall be eligible to apply for leave of up one (1) year which may be renewed or extended.
- 10.6.4.2 Leave applications, which in the opinion of the Committee benefit the applicant and the Institute, will be considered for approval by the Committee, subject to the availability of funds and criteria established by the Committee. Funding approval may include tuition, conference fees and/or expenses related to the same Professional Development activity.
- 10.6.4.3 All leaves that are approved will be granted with out loss of pay or benefits to a maximum of nine (9) academic months. Backfill costs will be paid out of the Fund.
- 10.6.4.4 The Leave may be taken in a single block of time or may be taken in weeks, days, or hours at a time, spread over a maximum of a twelve (12) month period.
- 10.6.4.5 Regular Employees who wish to take leave under this provision must initially apply to their department for this leave. Departmental approval may be withheld on the basis of the inability to find a suitable replacement.
- 10.6.4.6 The application must include a statement of the applicant's intention to continue employment at the Institute at the expiry of the leave. In accepting a paid leave, the Employee shall be deemed to accept the obligation to undertake a subsequent period of employment equal in time to the period of paid leave.
- 10.6.4.7 The application must include a statement of the proposed courses, study or work experience, and of the applicant's perception of the relevance of the planned activity to the applicant's current or possible future role in the Institute, or to the Institute's concerns.

**BCIT Bargaining Proposal
Faculty and Staff Association Collective Agreement
Renewal of 2004-2007 Agreement**

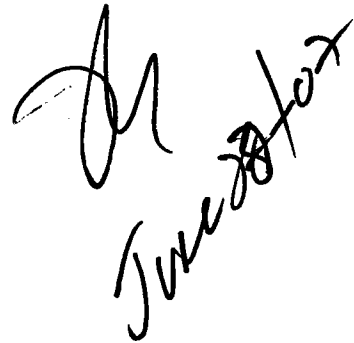
- 10.6.4.8 The applicant shall include, where relevant, adequate documentary evidence of acceptance into the proposed program of studies or work experience situation. The Professional Development Leave Committee shall waive this requirement if time constraints require. However, the Employee on leave shall supply such documentation to the Committee as soon as available.
- 10.6.4.9 Any applicant shall, upon request, be permitted, or may be required, to appear in person when the Committee is considering the applicant's case.
- 10.6.4.10 An Employee who becomes ill while on paid leave shall inform the Employer if, and as soon as, the Employee becomes aware that the illness is likely to affect the carrying out of the planned activity. An Employee on Professional Development Leave shall be entitled to Sick Leave at one hundred percent (100%) of the Employee's regular remuneration, subject to the provisions of Articles 9.3 and 9.12.2.
- 10.6.4.11 An Employee on Professional Development Leave shall bear the responsibility of notifying their Committee of any significant changes in their leave activity so that the Committee has sufficient time to review the revised proposal for the Leave in accordance with Article 10.6. The Committee shall either approve the revised Leave or withdraw approval. Approval of a revised leave shall not be unreasonably withheld.
- 10.6.4.12 Within one (1) month, exclusive of vacation time, after expiry of the Professional Development Leave, an Employee shall present a written report of relevant activities during the Leave to the Employee's Department and the Committee and shall report to the Committee income stemming directly from approved leave activity.

10.6.5 Assessment Criteria

- 10.6.5.1 Each Committee shall create and maintain, in a public forum, the guidelines and criteria that it shall use in evaluating Professional Development Leave proposals.
- 10.6.5.1.1 Guidelines must ensure that at least one-third (1/3) of the committee's funds, including surpluses, are used for proposals whose value exceeds the value of four (4) months leave.
- 10.6.5.2 If there are insufficient funds to enable all qualifying leaves to be granted, the following weighting factors shall be applied:
- 10.6.5.2.1 Weight and significance of the proposed activity in terms of the standards of the field in which it is planned; the more weight or significance, the higher the priority.
- 10.6.5.2.2 Clarity of the planned program; the greater the clarity, the higher the priority.
- 10.6.5.2.3 Total length of previous paid leaves; the shorter the leave, the higher the priority.
- 10.6.5.2.4 Length of employment since a previous paid leave; the greater the length of intervening employment, the higher the priority.

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- 10.6.5.2.5 Equalization of leave opportunity among individual Employees in different Departments; priority shall be given to leaves which tend to equalize opportunity.
- 10.6.5.2.6 The rarity of occurrence of the planned activity; e.g. a once-in-ten-years conference as compared to courses offered every year; the rarer the occurrence, the higher the priority.
- 10.6.5.2.7 Seniority, if all other relevant factors are equal; the greater the seniority, the higher the priority.
- 10.6.5.2.8 Other factors above being equal, leaves involving work experience may be given priority over leaves involving solely study, research, or course activity.

A handwritten signature in black ink, appearing to read "Ballinger".A handwritten signature in black ink, appearing to read "M. J. Fox".

MEMORANDUM OF AGREEMENT

Between

THE BCIT FACULTY AND STAFF ASSOCIATION

and

THE BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY

RE: PROFESSIONAL DEVELOPMENT FUNDS

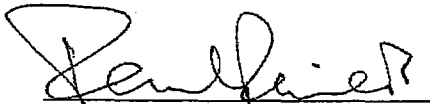
The parties agree that effective April 1, 2007, any unspent long-term and short-term Professional Development funds arising from the provisions of Articles 10.4, 10.5 and 10.12 of the previous collective agreement which expired on June 30, 2007, will be combined and carried forward as follows:

Super Committee	
Long-term	\$ 1,646,402.62
Short-term	<u>1,093,892.06</u>
	\$ 2,740,294.68
Reallocation to 10.3 PD fund	<u>(666,250.00)</u>
Combined	<u>\$ 2,074,044.68</u>
Academic Studies	
Long-term	\$ 121,076.43
Short-term	<u>78,823.36</u>
Combined	<u>\$ 199,899.79</u>
Business	
Long-term	\$ 190,388.37
Short-term	<u>202,525.80</u>
Combined	<u>\$ 392,914.17</u>
Engineering	
Long-term	\$ 196,427.86
Short-term	<u>255,232.61</u>
Combined	<u>\$ 451,660.47</u>
Health	
Long-term	\$ 43,146.54
Short-term	<u>294,386.54</u>
Combined	<u>\$ 337,533.08</u>

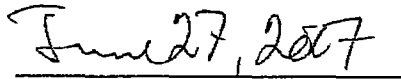
The above-noted balances include the Institute's contribution to the professional Development Leave Fund for the Institute's 2007/2008 fiscal year. The allocation of the 2007/2008 contribution is as follows:

Other Staff Super Committee	\$ 576,636.54
Teaching Faculty Committees	
Academic Studies	152,181.32
Business	249,088.80
Engineering	306,766.65
Health	252,344.10
	<u>\$1,537,017.41</u>

Any Professional Development applications submitted under Article 10.6 or 10.12 prior to July 1, 2007, and pending as of June 30, 2007 will be processed under the rules in effect on June 30, 2007. Such applications may be withdrawn and resubmitted under the new rules at the discretion of the employee.



Paul Reniers
Executive Director
BCIT FSA



Date



Tomi Eeckhout
Vice President, Human Resources
BCIT



Date

MEMORANDUM OF AGREEMENT

Between

the BCIT FACULTY AND STAFF ASSOCIATION

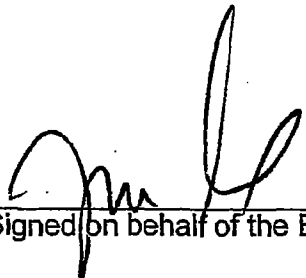
and

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

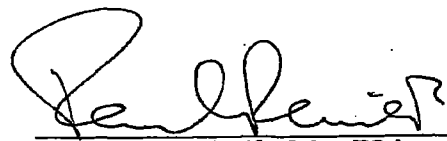
Childcare

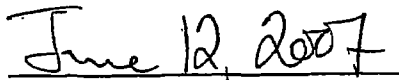
The parties agree that a sub-committee of the Labour/Management Committee shall be established for the purpose of:

- a) Conducting a location search and availability survey to identify childcare providers near the BCIT Burnaby campus.
- b) Pursuing opportunities to enable access to local childcare facilities for FSA members.


Signed on behalf of the Employer


Date


Signed on behalf of the FSA


Date

MEMORANDUM OF AGREEMENT

Between

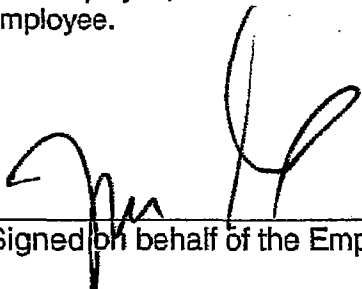
the BCIT FACULTY AND STAFF ASSOCIATION

and


the BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY

**RE: Recruitment Driven Alterations to Initial Placement for Assistant
Instructors and Technical Staff**

Where the Employer has identified challenges in recruiting Assistant Instructors or Technical Staff, then at its discretion a new employee may be placed beyond the initial placement cap. Existing employees, within the same program and classification, who have similar work experience, training and education, and a lower rate of pay than the new employee, shall have their rate of pay changed to the same rate of pay as the new employee.


Signed on behalf of the Employer

June 22/07
Date


Signed on behalf of the FSA

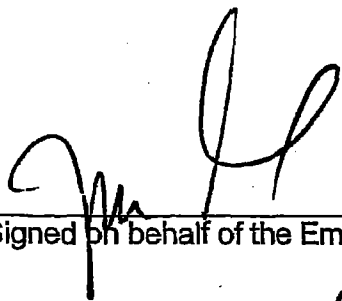
June 27, 2007
Date

BCIT Bargaining Proposal
Faculty and Staff Association Collective Agreement
Renewal of 2004-2007 Agreement

Appendix 3

Add the following Department

Applied Research Liaison Office



Signed on behalf of the Employer

June 12/07
Date



Signed on behalf of the FSA

June 12, 2007
Date