

MEMORANDUM OF AGREEMENT

Between the

BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY
(hereinafter called "the Employer")

and the

BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY FACULTY AND STAFF
ASSOCIATION
(hereinafter called "the Union")

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 BCIT 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 2010 AND EXPIRING JUNE 30 2014 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2010-2014 Collective Agreement continue except as specifically varied below by paragraphs 2 to 4, both inclusive.

2. Term of Agreement

The term of the new Collective Agreements shall be for 60 months from July 01, 2014 to June 30, 2019 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 agreed to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "A".

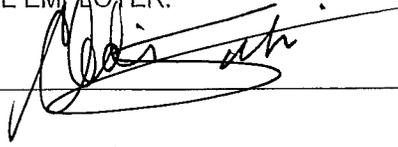
5. **Ratification**

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' Board of Directors.

Signed this 31st day of July, 2015.

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:



BARGAINING REPRESENTATIVES FOR
THE UNION:



Appendix A

All the terms of the 2010-2014 BCIT Faculty and Staff Association Collective Agreement will continue except as specifically varied below:

The parties agreed to replace all references to "non-teaching Faculty" in the collective agreement with "Specialized Faculty". There is no intent that this change will affect the interpretation or application of any affected clause of the collective agreement.

1.4.5 Subject to Appendix 2 and Article 1.4.6, duties for ~~non-teaching Faculty~~ **Specialized Faculty** and Technical Staff duties may be assigned within the requirements of the program or service being offered and may include administrative duties necessary for the normal operation of the Department.

....

8.2.3 A Faculty Employee who is scheduled for an average of fifteen (15) class contact hours per week for teaching faculty, or thirty-five (35) duty hours per week for ~~non-teaching Faculty~~ **Specialized Faculty**, shall be considered full-time

.....

8.5.4 ~~non-teaching Faculty~~ **Specialized Faculty**, Assistant Instructors, and Technical Staff shall normally be assigned no more than thirty-five (35) hours of duty per week subject to the other provisions of Article 8.5.

8.5.5 For ~~non-teaching Faculty~~ **Specialized Faculty**, Assistant Instructors and Technical Staff, calculation of hourly pay for overtime will be based on a sum equal to 1/152 of the Employee's monthly salary. Time and one-half will be one and a half times this sum per hour, and double time will be twice this sum per hour.

8.5.6 For ~~non-teaching Faculty~~ **Specialized Faculty**, Assistant Instructors and Technical Staff, any hours worked in excess of thirty-five (35) hours per week, days of rest and holidays excepted, shall be paid at time and a half. Work on days of rest or holidays (as defined in Article 9.1 Holidays) shall be paid at double time.

8.5.7 Article 8.5.4 notwithstanding, no ~~non-teaching Faculty~~ **Specialized Faculty**, Assistant Instructor or Technical Staff Employee shall be required to work more than an average of ten (10) hours per week overtime in any given term.

....

8.5.9 Except in an emergency situation, any ~~non-teaching Faculty~~ **Specialized Faculty**, Assistant Instructor or Technical Staff Employee may refuse overtime. Refusal to work overtime shall not be considered a factor in any application for any other position or performance appraisal.

8.5.10 When in an emergency situation, any ~~non-teaching Faculty~~ **Specialized Faculty**, Assistant Instructor or Technical Staff Employee is required to work overtime, the Employer must notify the Union in writing within one (1) working day of the assignment of overtime.

....

Memorandum of Settlement
Faculty and Staff Association Collective Agreement
Renewal of 2010 - 2014 Agreement

10.3.7.2.2 For ~~non-teaching-Faculty~~ **Specialized Faculty** Employees, 1519 hours of employment shall add one entitlement to a pooled fund available to the Program Group and pro-rata;

....

10.5.2.2 For all Other Staff (~~non-teaching-Faculty~~ **Specialized Faculty**, Assistant Instructors and Technical Staff) the Institute shall establish an "Other Staff Super Committee" 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.

....

11.2.2.7 One (1) additional step for each year of post-secondary teaching experience, and, for ~~non-teaching-Faculty~~ **Specialized Faculty**, one (1) additional step for each year of directly related post-secondary working experience in a similar job category, to a maximum of three (3) steps.

11.2.2.8 One (1) additional step for each two (2) years of teaching experience other than post-secondary, and, for ~~non-teaching-Faculty~~ **Specialized Faculty**, one (1) additional step for each year of directly related working experience in a similar job category in a non-post-secondary setting, to a maximum two (2) steps.

11.2.2.9 For both teaching and ~~non-teaching-Faculty~~ **Specialized Faculty**, one (1) additional step for each two (2) years of relevant employment experience to a maximum of five (5) steps.

....

11.7.12.1.1 The Employee is currently solely responsible developing and presenting both lecture and laboratory material in accord with regular responsibilities Articles 8.2 and 1.4. Where promotion to ~~non-teaching-Faculty~~ **Specialized Faculty** is applied for, the Employee must be solely responsible for the range of duties in accordance with the relevant position description or duties expected to be assigned to equivalent Faculty level positions.

...

AP2.5.4 Other Conditions

Nurses in Medical Services shall be covered by the terms and conditions of the Collective Agreement applicable to ~~non-teaching-Faculty~~ **Specialized Faculty** except as specified herein.

HOUSEKEEPING

<p style="text-align: center;">FSA-BCIT Collective Bargaining Renewal of 2010-2014 Agreement Housekeeping Proposals</p>		
<p>The Parties agree to the following housekeeping changes to the Collective Agreement. It is the intent of the Parties that none of these changes are substantial and do not change the application or interpretation of the agreement as it has been administered to date.</p>		
Location	Proposed Change	Comments
TOC	ARTICLE 5 – SELECTION/EMPLOYMENT/APPOINTMENT PROCEDURES FOR BARGAINING UNIT	Missing letters
TOC	14.1 Departmental Objectives	Capitalize title words
TOC	16.1 Benefit Plans	Capitalize title words
1.3.2 (example)	"Bargaining Unit"	Change to upper case throughout
1.4.1, 1.7.2.2, 1.7.3, 1.8.2, 1.8.6.2, 1.8.7, 1.8.15, 2.1, 2.1.6.4.2, 2.1.9.5, 2.3.1, 2.3.3.3, 5.2.1.6, 5.2.1.7, 5.2.2.1, 5.2.4.3, 7.3.3, 7.8.3, 10.1.1, 10.2.4, 10.3.3, 16.13, 18, 15.1.2.1, 18.1.2.2, 18.1.2.3, 18.4.7.2, AP4.1.1.2.1,	<p><i>Change "Association" to "Union" throughout for example 1.4.1:</i></p> <p>1.4.1 It is the right and duty of every Employee to advise the Administration, individually, and/or collectively through the Association Union, on matters affecting the welfare of the Institute.</p>	Make usage consistent; both terms are used interchangeably now

Memorandum of Settlement
Faculty and Staff Association Collective Agreement
Renewal of 2010 - 2014 Agreement

AP4.1.1.2.2, and AP6.7.1.5.		
1.4.3	Subject to Article 1.4.6,	Add comma
1.4.6	It is understood that the assignments in Articles 1.4.3, 1.4.4 , and 1.4.5 above	Reference missing (Article 1.4.4 refers to 1.4.6 as do 1.4.3 and 1.4.5)
1.5.3	Shall be governed by Articles 3.7.2, 3.7.3, and 3.7.4, and 3.8.	Remove reference to revised expedited arbitration provision
1.7.2.1 - 1.7.2.3	<i>Change the first word in each of these articles to lower case</i>	
1.8.6.2	If an a Association Bargaining Unit member	Redundant language
2.1.6.1	Upon application to ; and upon receiving the acknowledgement of the Employer ; for each applicant,	Punctuation
2.1.6.2	Upon application to ;	Punctuation
2.1.6.4	<i>Add line space between sub-clauses 2.1.6.4.1 and 2.1.6.4.2.</i>	Formatting
2.1.6.5	The Union and the Employer shall cooperate to ensure that suitable arrangements are made to have the Employee's regular duties covered during any transition period ; and during all periods of release time for Union activity	Punctuation
2.1.8.1	Each Employee shall be entitled, at no loss of pay, to a total of three (3) hours per week	Add numeral
2.1.9.6	Except for the three (3) bulletin boards already authorized,"	Add numeral
2.1.10.2.1	The name, position and seniority of the Employees in the Bargaining Unit ;	Punctuation
2.1.10.2.2	Averaging provisions ;	Punctuation
2.1.10.3	<i>Renumber as 2.1.10.2.3 (part of the same list as the two previous subclauses)</i>	Renumbering
2.1.10.4	<i>Renumber as 2.1.10.3 subsequent to the above change</i>	Renumbering
2.3.1	The effective conduct of the Institute's affairs requires the active and continuing participation of the Faculty, Assistant Instructors and Technical	Punctuation

Memorandum of Settlement
Faculty and Staff Association Collective Agreement
Renewal of 2010 - 2014 Agreement

	Staff, and the Association	
2.3.3	Specifically, it is agreed that Faculty, Assistant Instructors, and Technical Staff	Punctuation
2.5.1.1	significantly alter the working conditions, terms of employment, or security of employment of a member of the bargaining unit;	Punctuation
3.1.1.	Subject to Articles 3.4.3.2, 2.2 and 2.5.2.4.	Additional reference to initiation of grievances
3.7.1.	Within twenty (20) working days of the action in Article 3.4.3.4, 3.5.4, or 3.6.4.	Make all references to the parallel part of each process
4.3.1	In Part-Time Studies as Instructors or Laboratory Assistants,;	Punctuation
5.2.1.7	Subject to Articles 18.2, 18.4, and 18.6	Punctuation
5.2.2	<i>Replace periods at end of list items with semi-colon, except for 5.2.2.5.</i>	Punctuation
5.4.1	and who is re-employed as a Regular Employee within three (3) months	Add word for number
7.3.1.3.1 - 7.3.1.4	<i>Renumber sequence as follows: 7.3.1.3.1 becomes 7.3.1.3 7.3.1.3.1.1 becomes 7.3.1.3.1 7.3.1.3.1.2 becomes 7.3.1.3.2 7.3.1.3.1.3 becomes 7.3.1.3.3 and references in this clause are also updated and the initial letter of the clause is to be capitalized 7.3.1.3.2 becomes 7.3.1.3.4 7.3.1.3.3 becomes 7.3.1.3.5</i>	
7.5.2.1	excluding clerical, technician, and management functions;	Punctuation
7.5.3	more than one (1) person	Punctuation
7.5.3	<i>Remove extra line break are "shall determine the"</i>	Formatting
9.6.1.7	An Employee who is on Maternity Leave shall give written notice to the Employer at least one (1) month before the scheduled expiration of this leave	Change to lower case
9.7.2	Leaves granted under this clause Article may be granted or renewed up to a total leave of three (3) years.	

Memorandum of Settlement
Faculty and Staff Association Collective Agreement
Renewal of 2010 - 2014 Agreement

9.7.3	A request under this clause Article shall be submitted in writing and shall be approved or rejected in writing.	
10.5.3.11	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 10.5 . The Committee shall either approve the revised leave or withdraw approval. Approval of a revised leave shall not be unreasonably withheld.	Correct article number; change to lower case
10.7.4	Where an Employee's leave period exceeds twelve (12) consecutive months without a return to assigned duties for a minimum of two (2) months, benefit premiums shall not be paid by the Employer. . . .	Insert numerals
11.1.1	There shall be a single, Institute-wide Placement Committee composed of eleven (11) members	Insert numerals
11.2.2.6	One (1) additional step for professional certification such as P. Eng., CA, CGA, CMA (RIA), CAMRT, CSMLS RT, RN, RPF, PAG, CET, ASCT, CIQS,	Correct punctuation
11.2.4.1	but the time credited to teaching experience shall be deducted from the total work experience adduced by the applicant.	Add missing word
11.7.12.1.1	The Employee is currently solely responsible for developing and presenting both lecture and laboratory material	Add missing word
15.15.5	Each Department listed in Article 15.14.1 15.15.1	Correct reference
18.2.1.3	A Regular Employee in a Department which has received layoff notice may apply to the Employer for early retirement if eligible under the terms of Article 9.11 17.4 , with this benefit commencing as of the effective layoff date.	Correct reference
18.3.3	<i>Change "two (2) months notice" to "two (2) months' notice"</i>	Possessive punctuation
AP1.1	The following "family members" are persons identified through their relationship to the employee::	Punctuation
AP1.2	The following "family members" are persons identified through their relationship to the employee's spouse::	Punctuation
AP1.3	The following "family members" are deemed family members::	Punctuation
AP2.3.1	<u>Job Summary</u>	Formatting: underlining
AP2.3.1.1	Move the indent to the left	Formatting: spacing
AP2.3.2	<u>Characteristic Duties</u>	Formatting: underlining

Memorandum of Settlement
Faculty and Staff Association Collective Agreement
Renewal of 2010 - 2014 Agreement

AP2.3.3	<u>Desirable Qualifications</u>	Formatting: underlining
MemAg #3	Remove	Moot
MemAg: Fiscal Dividend	Remove	Moot
MemAg 07FSA57	Remove	Moot

HOUSEKEEPING

Capitalization:

The Parties have adopted inconsistent practices around the capitalization of certain words in the Collective Agreement and other agreements. In many cases, the capitalization of certain words seems to reference their specific meaning as defined by the Collective Agreement. For instance, the word "Employer," when capitalized, seems to refer to BCIT. In the couple of instances when it is not capitalized, "employer" seems to refer to an employer other than BCIT. However, despite the proliferation of words capitalized contrary to the normal requirements of English grammar, few if any of these words are capitalized consistently through the Collective Agreement.

The Parties agree that the following words be capitalized consistently in the Collective Agreement when their use refers to a specific meaning defined by the Collective Agreement:

- Association
- Article (when referring to part of the Collective Agreement)
- Auxiliary (as an employment category)
- Bargaining Unit
- Collective Agreement
- Committee titles (Selection Committee, Placement Committee)
- Department
- Employee
- Employer (when referring to BCIT)
- Faculty
- Institute
- Instructor
- Job titles within the Institute
- Management (when referring to roles within the Institute)
- Parties (referring to the Union and the Employer)
- Part-Time Studies
- Regular (as an employment category)
- Temporary (as an employment category)
- Union

The Parties agree that the follow words not be capitalized except as indicated by the normal requirements of grammar:

- Arbitration
- Agreement (other than when referring to the Collective Agreement or a title)
- Client/student questionnaire
- Committee (when not part of a committee title)
- Compassionate care
- Excluded
- Full-time
- Grievance
- General holidays
- Leave
- Maternity
- Notice
- Parental
- Part-time
- Personnel
- Position
- Privacy
- Professional development
- Program group
- Sick leave
- Statutory holidays
- Term
- Vacation
- Workload

1.7 Human Rights, Discrimination and Harassment

- 1.7.1 The Parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia.
- 1.7.2 The parties agree that neither the Employer, nor the Employee, shall discriminate against any applicant to a position covered by this Agreement, or against any Employee, on the basis of age, race, sex or sexual orientation, colour, creed, religion, political beliefs, national origin, ethnic origin, marital status, family status, membership in the Union or activities relating to participation in the Union, or participation in community affairs.
- 1.7.3 In support of the harassment and discrimination training programs currently offered by the Employer, the parties will jointly develop and offer educational and training programs designed to:
- 1.7.3.1 Enhance understanding of interpersonal conflict and bullying and the effects thereof in the workplace;
 - 1.7.3.2 Ensure that all members of the Association and their managers are aware of their resources and responsibilities with respect to interpersonal conflict and bullying; and
 - 1.7.3.3 Actively promote the development and maintenance of a respectful workplace environment.
- 1.7.4 The Employer and the Association agree that employee attendance at these educational and training programs is mandatory.
- 1.7.5 When the singular is used in this Agreement, it is understood that the reference includes the plural as the context so requires.

2.1.6 Release Time for Union Activity

2.1.6.1 Upon application to, and upon receiving the acknowledgement of the Employer, for each applicant, official representatives of the Union shall be granted release time with pay for the purpose of settling a grievance or attending negotiation sessions, as outlined elsewhere in this Agreement. **Release time for the purposes of attending negotiation sessions will only be granted to a maximum of four (4) Employees, other than those granted release time under Article 2.1.6.2.**

Remainder of clause is unchanged

3.4 Employee Grievances

3.4.1 Step I: Manager

- 3.4.1.1 Subject to Article 3.4.3.2, an Employee shall discuss any grievance or other complaint with the Employee's Manager (or equivalent) in an effort to resolve the matter promptly. The Employee shall advise the Manager in writing that the grievance or complaint is being lodged at Step I.
- 3.4.1.2 The Manager's decision at this step shall not be inconsistent with the Collective Agreement. At the conclusion of discussions under Article 3.4.1, a grievance report will be placed on the Employee's file by the Manager (or equivalent), with a copy to the Employee and the Union.
- 3.4.1.3 If the Employee or the Union feels that the Manager's decision is inconsistent with the terms of this Agreement, then either may carry the grievance to Step II within five (5) working days of the date of receipt of the Manager's decision.

3.4.2 Step II: Dean

- 3.4.2.1 Subject to Article 3.4.3.2, if a grievance is not resolved at Step I, the Employee and/or the Union may proceed to Step II by submitting a written formal grievance to that effect to the Dean or equivalent, with a copy delivered simultaneously to the Manager of Labour Relations.
- 3.4.2.2 The Dean or equivalent shall meet with the Employee and/or the Union within five (5) working days after the grievance has been received as in Article 3.4.2.1 above.
- 3.4.2.3 Within ~~five (5)~~ ten (10) working days of the meeting at Step II, the Dean or equivalent shall render a decision in writing addressed to the Employee with a copy to the Union and the appropriate representatives of the Employer.
- 3.4.2.4 If the Union does not proceed to Step III within ten (10) working days of receipt of the decision rendered, that decision shall become final and binding.

3.4.3 Step III: Vice President

- 3.4.3.1 If the grievance is not resolved at Step I or II, then the Union may proceed to Step III by submitting a written formal grievance to the appropriate Vice President, with a copy delivered simultaneously to the Manager of Labour Relations.

Memorandum of Settlement
Faculty and Staff Association Collective Agreement
Renewal of 2010 - 2014 Agreement

- 3.4.3.2 If any Employee has been disciplined, suspended or discharged under the provisions of Article 19, Step III may be invoked without invoking Steps I and II of the grievance procedure.
- 3.4.3.3 Within five (5) working days of receipt of the notice specified in Article 3.4.3.1, the Vice President shall convene a meeting with the Employee and Union to hear the grievance.
- 3.4.3.4 A decision shall be rendered in writing by the Vice President within five ~~(5)~~ **ten (10)** working days of the date of the meeting above.
- 3.4.3.5 If the grievance has not been resolved at Step III, the Union may proceed to Step IV.

AGREED

Signed on behalf of the
British Columbia Institute of Technology

Signed on behalf of the
BCIT Faculty and Staff Association

Date: September 18, 2014

Date: September 18, 2014

5.3 Medical Examination

The parties agree to delete this Article.

~~5.3.1 A candidate whose appointment has been recommended by a Search or Selection Committee may be required by the Employer to undergo a medical examination.~~

~~5.3.2 The Employer shall bear the full cost of any medical examinations which are a condition of hiring.~~

~~5.3.3 A joint Union Management Committee shall establish the form for use in a general medical examination in consultation with the Director of Medical Services.~~

~~5.3.4 When a candidate for appointment is not hired because of inadequate health, the Search or Selection Committee shall be asked to recommend another candidate, and the Employer shall immediately notify the Committee and the Union.~~

Renumber remainder of Article

Article 7.1.1 Academic Freedom

There shall be no infringement or abridgment of the academic freedom of any faculty member. Society benefits from the search for knowledge and its free exposition. Academic freedom is essential to both these purposes in the teaching function of the Institute as well as in scholarship and research.

Academic freedom is the freedom to examine, question, teach, and learn and it involves the right to investigate, speculate, and comment without regard to prescribed doctrine. Academic freedom ensures the following:

- Freedom in the conduct of teaching;
- Freedom in undertaking research and publishing or making public the results thereof, without infringing upon the Institute's copyright privileges;
- Freedom from institutional censorship.

Academic freedom carries with it the duty to use that freedom in a responsible way and in a manner consistent with the scholarly obligation to base teaching and research on an honest search for knowledge and the obligation to follow the curriculum requirements of the instructional assignment.

Retain and renumber existing provisions of Article 7.1

7.3 Seniority

7.3.1 Seniority means the service time with the Employer from date of hire or appointment for all Regular Employees subject to the following provisions:

7.3.1.1 Regular Employees will accrue seniority based on service time and will continue to accrue seniority while ~~absent from the Institute on an approved leave of absence, or on release time for Union activity~~ **on release time for Union activity or while absent on an approved leave of absence except for general purpose leave without pay as per Article 9.7.**

8.1 Hours of Work

8.1.1 Duties may be normally assigned to Employees between 0830 and 1730, Monday to Friday. Duties assigned outside such hours must be by mutual agreement between the Employee, the Manager, ~~and the Union~~ and the Department subject to the following provisions:

8.1.1.1 The agreement of the Union, in addition to that of the Employee, the Manager and the Department, is required when

8.1.1.1.1 An Employee is assigned duties on a Saturday, Sunday or statutory holiday, or;

8.1.1.1.2 An Employee is assigned duties so that one half or more than one half of the duties in a day are assigned before 0800 hours or after 1600 hours, or;

8.1.1.1.3 An Employee is assigned duties so that more than nine (9) hours will elapse from the beginning of a work day until the end, and;

8.1.1.2 No duties will be undertaken outside the normal hours of work until five (5) working days after notice of the agreement between the Employee, their Department and their Manager as set out in 8.1.1 has been forwarded by the Department to the Union and Human Resources.

8.1.1.3 All agreements for work outside of the normally assigned hours will have a term of no more than one year unless otherwise agreed to by all necessary parties. Such agreements may be renewed.

8.1.1.4 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.

8.1.1.4.1 Such assignments require the agreement of the Faculty member assigned.

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

8.1.1.4.3 Each hour worked on a Saturday or Sunday will be calculated as 1 1/3 hours towards class contact hours as set out in Article 8.2.3.

8.1.1.5 Effective September 1, 2015, 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 Christmas and Spring Break periods:

**Monday through Thursday from 0800 hours to 2030 hours
Friday from 0800 hours to 1700 hours
Saturday from 0900 hours to 1700 hours
Sunday from 1200 hours to 1700 hours**

8.1.1.5.1 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.

8.1.1.5.3 Each hour worked on a Saturday or Sunday will be calculated as 1 1/3 hours of duty for the purposes of Article 8.2 and 8.5.

Remainder of article remains unchanged.

Note:

While not included in the Collective Agreement, the parties agree that the revisions to Article 8.1 do not impact Memorandum of Agreement 99FSA01.

The parties agree that intent and content of Memorandum of Agreement 97S07 has been incorporated into the collective agreement at 8.1.1.5 with the noted changes. A consequential change is the deletion of Article 15.15.6:

~~15.15.6 — Employees in Library Services shall earn shift premium for all hours worked on Saturday and Sunday~~

Memorandum of Settlement
Faculty and Staff Association Collective Agreement
Renewal of 2010 - 2014 Agreement

8.5 Overtime

Delete (Housekeeping)

~~8.5.8.4 For a period of six (6) months following the ratification of the 2010-2014 Collective Agreement, Employees may use existing overtime banks (held as of the date of ratification) at their current rate of pay as either equivalent time off or a lump sum payment. Any equivalent time off scheduled during the six (6) month period must be scheduled by mutual agreement between the Employee and the Employer. At the conclusion of this six (6) month period, any remaining overtime in these existing banks will be paid out at the Employee's current rate of pay. Any overtime earned after the date of ratification will be banked and/or taken in accordance with Article 8.5.8.~~

9.6 Maternity/Parentaling Leaves

9.6.1 Maternity Leave

- 9.6.1.1 No Employee shall be dismissed for reason of pregnancy.
- 9.6.1.2 Maternity Leave provisions shall apply to an Employee upon commencement of employment with the Employer.
- 9.6.1.3 The Employer shall allow Maternity Leave for a female Employee to a maximum of three (3) months on accumulated Sick Leave, and this benefit may be used in whole or in part at the Employee's option at any time or times during pregnancy or after date of delivery within an eighteen (18) month period.
- 9.6.1.4 An Employee having insufficient accumulated Sick Leave to take advantage of Article 9.6.1.3 shall be advanced Sick Leave to the extent and in the manner provided in Articles 9.3 and 9.12.2.
- 9.6.1.5 Upon request, a pregnant Employee shall be granted automatically up to eleven (11) weeks leave of absence without pay during the period immediately preceding the predicted date of delivery.
- 9.6.1.6 Following the date of delivery, the Employee may opt to continue on leave of absence without pay to a maximum of eighteen (18) months from the date of delivery.
- 9.6.1.7 An Employee who is on Maternity **and/or Parental** Leave shall give written notice to the Employer at least one (1) month before the scheduled expiration of this Leave if ~~the Employee she~~ does not intend to return to duty at the Institute on the scheduled date or has opted for an extension of the Maternity Leave as provided for in Article 9.6.1.6.
- 9.6.1.8 If an Employee fails to return from Maternity **and/or Parental** Leave to employment at the Institute within twenty (20) working days after the scheduled date of expiration of the Maternity **and/or Parental** Leave and has not given notice as specified in Article 9.6.1.7, then the Employee shall be deemed to have resigned as of the date of expiration of the Maternity **and/or Parental** Leave.
- 9.6.1.9 Any absence due to illness during pregnancy, while an Employee is not on Maternity Leave, shall be covered by the Sick Leave provisions of this Agreement, and any claim made under this clause shall not reduce the benefit referred to in Articles 9.6.1.3 and 9.6.1.4.

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

9.6.1.11 During leave of absence without pay following the date of delivery, the Employee shall be given preference for any suitable part-time positions, subject to the provisions of the Employment Standards Act.

9.6.1.12 On return to duty, the Employee shall be reinstated in a position at least the same as or equivalent to that previously held.

9.6.2 Adoption Leave

9.6.2.1 An Employee who adopts a child shall, subject to the following conditions, be granted one (1) month's leave with pay and a further thirty-three (33) consecutive weeks' leave without pay (a total leave of thirty-seven (37) consecutive weeks in duration) commencing within fifty-two (52) weeks immediately upon the child's placement with the parent:

9.6.2.1.1 Application shall be made to the Dean or equivalent;

9.6.2.1.2 The one (1) month period when the Employee is on Adoption Leave with pay shall be deducted from the Employee's sick leave credits, including borrowed sick leave as in Article 9.3 and 9.12.2.

9.6.2.1.3 The Employee must provide at least four (4) weeks written notice to the Employer of intention to apply for Adoption Leave. This notice is for the purpose of allowing the Employer to make advance arrangements for temporarily replacing the Employee on Adoption Leave.

9.6.2.2 The provisions of Articles 9.6.1.2, 9.6.1.10 and 9.6.1.12, shall apply to Adoption Leave.

9.6.3 Parental~~ing~~ Leaves

9.6.3.1 An Employee who has not accessed maternity leave shall be entitled, upon request, to a Leave without pay for a period not to exceed thirty-seven (37) weeks upon the birth of the Employee's child. Such leave must commence within fifty-two (52) weeks of the birth of the child.

9.6.3.2 An Employee must provide at least four (4) weeks written notice to the Employer of intention to apply for a Leave under this Article. This notice is for the purpose of allowing the Employer to make advance arrangements for temporarily replacing the Employee on a Parental~~ing~~ Leave.

9.6.4 Additional Parental Leave

9.6.4.1 An Employee who has accessed a leave under Article 9.6.2 or Article 9.6.3 is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under Article 9.6.2 or 9.6.3 if the Employee's child has a physical, psychological or emotional condition requiring an additional period of parental care. An Employee who has accessed maternity leave is not entitled to additional parental leave under this Article.

9.6.4.2 A request for additional parental leave under Article 9.6.4.1 must:

- 9.6.4.2.1 be given in writing to the Employee's manager;
- 9.6.4.2.2 be given to the Employee's manager at least four (4) weeks before the Employee proposes to begin leave; and
- 9.6.4.2.3 if required by the Employee's manager, be accompanied by a medical practitioner's or nurse practitioner's certificate or other evidence of the Employee's entitlement to leave.

9.6.5 Supplemental Employment Benefit for Maternity and Parental Leave

Effective January 1, 2018, when on maternity or parental leave, a regular employee will receive a supplemental payment added to Employment Insurance benefits for a total maximum of seventeen (17) weeks as follows:

9.6.5.1 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.

9.6.5.2 For the first two (2) weeks of maternity or parental leave an employee shall receive one hundred percent (100%) of their salary calculated on their average base salary.

9.6.5.3 For a maximum of fifteen (15) additional weeks of maternity or 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.

9.6.5.4 The average base salary for the purpose of Article 9.6.5 (b) through (c) 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.

9.7 General Purpose Leave Without Pay

- 9.7.1 All other provisions of this Agreement notwithstanding, an Employee may apply to the Employee's own Department for leave of absence without pay. The granting of such leave shall be limited only by the availability of a suitable replacement.
- 9.7.2 Leaves granted under this clause may be granted or renewed up to a total leave of three (3) years.
- 9.7.3 A request under this clause shall be submitted in writing and shall be approved or rejected in writing.
- 9.7.4 Approval of leaves under this article shall not be withheld unreasonably, and shall be granted except for stated cause as in Article 9.7.1.
- 9.7.5 An Employee being granted a leave under this provision may be granted a leave under Article 10.7 that runs consecutively with such a leave provided that the total length of combined leaves does not exceed three (3) years.
- 9.7.6 Partial Leaves are permitted under this provision. The total length of a single absence due to leave under Articles 9.7 and 10.7, cannot exceed three (3) years regardless of the percentage of leave granted.
- 9.7.7 Leave entitlements will be administered on a full-time equivalency basis. An employee taking a partial leave under this provision will have their leave entitlement exhausted on a pro-rata basis.
- 9.7.8 After a period of absence including general purpose leave without pay an Employee must return to active employment for a minimum period equal to the length of the leave taken under this Article before accessing any further leave under this Article or under Article 10.7. In the case of a partial leave the required period of active employment shall be measured pro-rata. For the purposes of this provision, vacation used as a portion of active employment shall account for no more than that vacation which would have been accrued during the leave period, measured pro-rata.
- 9.7.9 Employees shall be responsible for the cost of all benefit premiums where as a result of taking a leave of absence pursuant to this article their full-time equivalent status falls below 0.5.

9.11 Pre-Retirement Leave

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

9.11.1 a special leave for a period equivalent to forty percent (40%) of accumulated Sick Leave credit, to be taken immediately prior to retirement, or

9.11.2 a special cash payment of an amount equivalent to the cash value of the forty percent (40%) of accumulated Sick Leave credit, to be paid immediately prior to retirement and based upon the Employee's current rate of pay calculated as in Article 9.2.4.1.

new

9.11.3 Where an employee has selected to take a special leave under Article 9.11.1, and in order to facilitate retirement at the end of a month so that pension eligibility commences at the beginning of the following month, the excess converted sick leave days may be paid out as a special cash payment in accordance with Article 9.11.2, at the written request of the employee. The Employee's "current rate of pay" will be the rate of pay immediately prior to the commencement of the leave under 9.11.1.

AGREED

Signed on behalf of the
British Columbia Institute of Technology

Signed on behalf of the
BCIT Faculty and Staff Association

Date: September 18, 2014

Date: September 18, 2014

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

10.6.1 In addition to entitlement to all other leaves available to an Employee under this Agreement, a Technical Staff or Assistant Instructor shall be entitled to a total of six (6) weeks leave per year at the Employee's regular rate of pay for the purpose of attending conferences, 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 its 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.

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

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.

10.7 Professional Development Leave Without Pay

- 10.7.1 After three (3) years of employment at the Institute, an Employee may apply to the Employee's Department, for up to one (1) year's leave without pay for the purpose of gaining experience in the Business, Engineering, Health, Academic, or Educational communities. The leave may be renewed annually for up to three (3) years. The granting of such leave shall be limited only by the availability of a suitable replacement for the Employee. The applicant under this clause shall consult with the Manager.
- 10.7.2 Employees who have made application for Professional Development Leave which has not been granted under Article 10.7.1 above may appeal to the appropriate Professional Development Leave Committee.
- 10.7.3 Any leaves granted under Articles 10.7.1 and 10.7.2 above shall be granted or rejected in writing, with a copy to the Union.
- 10.7.4 An Employee being granted a leave under this provision may be granted a leave under Article 9.7 that runs consecutively with such a leave provided that the total length of combined leaves does not exceed three (3) years.
- 10.7.5 Partial Leaves are permitted under this provision. The total length of a single absence due to leave under Articles 9.7 and 10.7, cannot exceed three (3) years regardless of the percentage of leave granted.
- 10.7.6 Leave entitlements will be administered on a full-time equivalency basis. An employee taking a partial leave under this provision will have their leave entitlement exhausted on a pro-rata basis.
- 10.7.7 After a period of absence including general purpose leave without pay an Employee must return to active employment for a minimum period equal to the length of the leave taken under this Article before accessing any further leave under this Article or under Article 9.7. In the case of a partial leave the required period of active employment shall be measured pro-rata. For the purposes of this provision, vacation used as a portion of active employment shall account for no more than that vacation which would have been accrued during the leave period, measured pro-rata.
- 10.7.8 The Employer shall pay all benefit premiums while an Employee is on leave pursuant to this article. Where an Employee's leave period exceeds twelve (12) consecutive months without a return to assigned duties for a minimum of two months, benefit premiums shall not be paid by the Employer unless the subsequent period of leave is for purposes of pursuing a credential.

Article 11.7 Technical Staff Advancement

11.7.2 Temporary Advancement

- 11.7.2.1 A Technical Staff Employee may be assigned or appointed on a temporary basis to replace or substitute **in the absence of a for a teaching Faculty Employee, as Assistant Instructor or a Technical Staff in another category who is absent.** Such assignment or appointment shall be recommended by the Manager after consulting with the Employees in the Department. It may also be recommended through the normal selection process as defined in Article 5.2. The decision or method of appointment shall be Departmental.
- 11.7.2.2 Subject to the provisions of Article 11.7.12.3, the Technical Staff Employee shall be placed on the **applicable Faculty salary scale schedule** in accordance with ~~Article 11.2, Faculty~~ **the initial placement provisions for that category of employment.**
- 11.7.2.3 Substitution or replacement pay as specified in Articles 11.7.12.2 and 11.7.12.3 will apply only if such assignment or appointment is more than a total of five (5) working days in any term.
- 11.7.2.4 All other provisions for **the temporary category of employment Faculty** shall apply during the Employee's term **in that category.** ~~as Faculty.~~

11.7.3 When a Technical Staff Employee is promoted **to a job category with a higher salary at the top step, to Faculty,** that Employee's salary shall be set at a level according to Articles 11.7.12.2 and 11.7.12.3.

11.7.12 Technical Staff – Filling ~~Other Job Categories Faculty Positions~~

11.7.12.1 A Technical Staff Employee may apply under Article 11.7.12 for promotion to ~~Faculty~~ **another job category** which under the following conditions shall be approved by the Placement Committee:

11.7.12.1.1 ~~Where promotion to a Faculty position is applied for –~~**The Employee is must be currently solely responsible for developing and presenting both lecture and laboratory material in accord with regular responsibilities at Articles 8.2 and 1.4. Where promotion to Non-Teaching Faculty is applied for, the Employee must be solely responsible for the range of duties in accordance with the relevant position description or duties expected to be assigned to equivalent Faculty level positions, or**

Where promotion to an Assistant Instructor position is being applied for, the Employee must be solely responsible for the range of duties in accordance with the relevant Assistant Instructor position description or duties expected to be assigned by the Department equivalent to Assistant Instructor level positions, and

Where promotion to a position other than Faculty or Assistant Instructor is being applied for, the Employee must be solely responsible for the range of duties in accordance with the relevant position description or duties expected to be assigned by the Department equivalent to the relevant level of the position, and

11.7.12.1.2 Such responsibility has been continuous for two (2) academic years (if not replacing ~~Faculty~~ Employees in this time), or the Employee has been replacing one or more ~~Faculty~~ Employees, for a total of three (3) years without a break of more than five (5) months, or in any case where a combination of the above results in three (3) years of service as an ~~Faculty~~ Employee **in the category applied for** without a break of more than five (5) months. The prospect of the replacement Employee becoming permanently classified **in another job category** as ~~Faculty~~ shall in no way militate against selection for such replacement duty, and

11.7.12.1.3 The Employee has ~~academic~~ **the** qualifications normally required for ~~the a Faculty position~~ or the equivalent in relevant experience ~~and/or teaching experience~~, including ~~teaching~~ experience at the Institute.

Memorandum of Settlement
Faculty and Staff Association Collective Agreement
Renewal of 2010 - 2014 Agreement

- 11.7.12.2 Subject to the provisions of Article 11.7.12.1, the Technical Staff Employee shall be placed on ~~the Faculty~~ **applicable** Salary Scale in accordance with the initial placement criteria ~~(Article 11.2)~~ **for that category.**
- 11.7.12.3 Article 11.7.12.2 notwithstanding, when a Technical Staff Employee fills a ~~Faculty~~ position in a **job category with a higher salary at the top step**, the Employee shall be given a raise in salary at least equal to one (1) salary increment on the **applicable Faculty** salary scale. If this raise is less than \$100/month the Employee will be placed on the next higher step.
- 11.7.12.4 All other provisions for ~~Faculty~~ **the new job category** shall apply.

Article 15 – Salary, Hours Rates and Allowances

Effective the date of ratification, the Employer and the Union agree to amend Article 15.1 to 15.8, 15.16, 15.18, and 15.19 as follows:

- (a) Effective the first day of the first full pay period after July 1, 2015, all rates of pay in the collective agreement which were in effect on June 30, 2015 shall be increased by one percent (1%).
- (b) Effective the first day of the first full pay period after May 1, 2016, all rates of pay in the collective agreement which were in effect on April 30, 2016 shall be increased by the Economic Stability Dividend*.
- (c) Effective the first day of the first full pay period after July 1, 2016, all rates of pay in the collective agreement which were in effect on June 30, 2016 shall be increased by one-half of one percent (0.5%).
- (d) Effective the first day of the first full pay period after May 1, 2017, all rates of pay in the collective agreement which were in effect on April 30, 2017 shall be increased by shall be increased by one percent (1%) plus the Economic Stability Dividend*.
- (e) Effective the first day of the first full pay period after July 1, 2017, all rates of pay in the collective agreement which were in effect on June 30, 2017 shall be increased by one-half of one percent (0.5%).
- (f) Effective the first day of the first full pay period after May 1, 2018, all rates of pay in the collective agreement which were in effect on April 30, 2018 shall be increased by one percent (1%) plus the Economic Stability Dividend*.
- (g) Effective the first day of the first full pay period after July 1, 2018, all rates of pay in the collective agreement which were in effect on June 30, 2018 shall be increased by one-half of one percent (0.5%).
- (h) Effective the first day of the first full pay period after May 1, 2019, all rates of pay in collective agreement which were in effect on April 30, 2019 shall be increased by one percent (1%) plus the Economic Stability Dividend*.

The new rates shall be rounded to the nearest whole dollar. These increases shall apply to all current employees who are members of the bargaining unit.

* See the Memorandum of Understanding on the Economic Stability Dividend (ESD).

Memorandum of Settlement
Faculty and Staff Association Collective Agreement
Renewal of 2010 - 2014 Agreement

Article 15.8 Part-Time Studies Rates

Move Article 15.19 – PTS Administration to Article 15.8 – Part-Time Studies Rates and renumber

~~15.19~~

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:

	March 31, 2013	July 1, 2013	December 1, 2013	April 1, 2014
Hourly	43.69	44.13	44.57	45.02

Article 16 – Insurance/Benefits Plans

Article 16 - Insurance/Benefit Plans

16.6.1 Vision Care The vision care benefit limit will be: \$400 in any twenty-four (24) month period.

Effective January 1, 2017 vision care coverage shall be increased from \$400 every two (2) years to \$500 every two (2) years.

16.6.4

16.6.4.1 Effective January 1, 2016 Extended Health Benefit plans will be amended such that the individual and family deductible will be increased from twenty-five dollars (\$25) to fifty dollars (\$50) per calendar year.

16.6.4.2 Effective January 1, 2017 hearing aid coverage shall increase from \$400 every 5 years to \$1000 every three (3) years.

16.6.4.3 Effective January 1, 2016 the reimbursement for professional services will be amended from ten dollars (\$10) per visit maximum for the first twelve (12) visits per calendar year to ten dollars (\$10) per visit maximum for the first five (5) visits per calendar year, where applicable and subject to the terms of the Extended Health Benefit Plan.

16.6.4.4 Effective January 1, 2016, the parties agree to increase the lifetime maximum of Extended Health Benefits from \$250,000 to unlimited.

16.14 Health and Welfare Benefits - Part-Time Studies Instructors

- 16.14.1 Part-Time Studies Instructors shall be eligible to apply to the employer for enrolment in the basic medical, extended health, and dental plans provided they have accrued 250 contract hours in the previous calendar year. Employees covered by that Employee's other employer benefit plan(s) will not be eligible for benefit coverage under this Article.
- 16.14.2 Part-Time Studies Instructors who qualify to enrol in these benefit plans shall have all monthly premiums paid on their behalf by the Employer.
- 16.14.3 A Part-Time Studies Instructor who decides to opt out of coverage under these plans shall not be eligible to re-enrol in the plans for a period of two (2) years.
- 16.14.4 A Part-Time Studies Instructor who contracts fewer than 150 hours in a subsequent calendar year shall no longer be eligible for coverage under the plans. Instructors who fall below the 150 hour threshold will regain eligibility as per (1) above.
- 16.14.5 Coverage under the benefit plans will cease when a Part-Time Studies Instructor has no contract hours credited for five (5) consecutive months.
- 16.14.6 For the purposes of this provision, calendar year shall mean the period June 1 to May 31.
- 16.14.7 Contract hours paid under Article 15.8.1 (Part-Time Studies Instructors/Lecturers) and under 15.18 (Curriculum Development) shall be counted as contract hours for determining eligibility under 16.14.1, 16.14.4 and 16.14.5.
- 16.14.8 If unable to meet the threshold due to extenuating circumstances, the Part-Time Studies Instructor may apply to the Institute for a continuation of eligibility for a period not to exceed 12 months. The employer shall have sole discretion to approve such applications.
- ~~16.14.8 The first applications for coverage may be filed as of July 1, 2000 and shall be based upon hours worked during the 1999 calendar year.~~

Memorandum of Agreement

Re ECONOMIC STABILITY DIVIDEND (ESD)

Definitions

1. In this Letter of Agreement:

“Collective agreement year” means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

“Economic Forecast Council” means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c. 23.

“Forecast GDP” means the average forecast for British Columbia’s real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government.

“Fiscal year” means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as ‘the period from April 1 in one year to March 31 in the next year’.

“Calendar year” is a twelve (12) month period starting January 1st and ending December 31st of the same year based upon the Gregorian calendar.

“GDP” or “Gross Domestic Product” for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts.

“GW” or “General Wage Increase” means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11th) month in a collective agreement year.

“Real GDP” means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada’s Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as “Real Gross Domestic Product at Market Prices” currently in November of each year.

The Economic Stability Dividend

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC's real GDP.
3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.
4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

Annual Calculation and publication of the Economic Stability Dividend

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.
6. The timing in each calendar year will be as follows:
 - (i) February Budget – Forecast GDP for the upcoming calendar year;
 - (ii) November of the following calendar year – Real GDP published for the previous calendar year;
 - (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
 - (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend.

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

- (i) February 2015 – Forecast GDP for calendar 2015;
- (ii) November 2016 – Real GDP published for calendar 2015;
- (iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- (iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend
- (v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively February, 1, 2016, February 1, 2017, February 1, 2018 and February 1, 2019.

Availability of the Economic Stability Dividend

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

Allowable Method of Payment of the Economic Stability Dividend

9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.

Memorandum of Settlement
Faculty and Staff Association Collective Agreement
Renewal of 2010 - 2014 Agreement

21.1 Term of The Agreement

The term of the Agreement shall be from July 01, 2014 to June 30, 2019.

Memorandum of Settlement
Faculty and Staff Association Collective Agreement
Renewal of 2010 - 2014 Agreement

AP3.8 Division of Research and International

~~Technology Centre MAKE +~~
~~GAIT Laboratory SMART Mircrogrid Applied Research Team~~
Applied Research Liaison Office
Natural Products Research Group